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August 24, 2023

NEW SMYRNA BEACH UTILITIES

Attn: Maureen Lynch

200 Canal Street

New Smyrna Beach, FL 32168

Dear Maureen:

KAG Specialty Products Group, LLC has submitted a bid (see attached) in response to New Smyrna Beach's Invitation to Bid (the "ITB") # 18-23 for the hauling of wet lime residuals. There was an agreement attached to the ITB entitled "Agreement for Services". Upon the request of New Smyrna Beach, we have not made any modifications to the terms of the Agreement for Services, but we look forward to negotiating such terms if awarded the business.

We look forward to your response to our bid!

Thank you,

A handwritten signature in black ink, appearing to read "Ryan M. Lynch", is written over the typed name.

Ryan M. Lynch, Esq.
Contracts Counsel

New Smyrna Beach Utilities

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INVITATION TO BID

New Smyrna Beach Utilities is seeking bids from qualified vendors to:
ANNUAL CONTRACT FOR THE REMOVAL OF WET LIME RESIDUALS

Notice is hereby given that sealed proposals will be ACCEPTED ELECTRONICALLY VIA VENDOR LINK, until August 29, 2023 AT 2:30PM
<https://www.myvendorlink.com/external/bids?a=358>

They will be publicly opened in the Deberry Room at 200 Canal Street, New Smyrna Beach, FL 32168 August 29, 2023 AT 3:00PM.

WE ARE ALSO OFFERING A REMOTE CALL-IN FOR LISTENING TO THE BID OPENING.

**YOU CAN ATTEND BY DIALING (872) 216-5903
CONFERENCE ID: 851 828 185#**

Submit Bids To: Maureen Lynch, CPPB
Procurement Manager
New Smyrna Beach
Utilities
(386) 424.3046 Voice
(386) 424.3147 Fax
MLYNCH@NSBUFL.COM

Mailing Address: 200 Canal Street
New Smyrna Beach, FL
32168

Walk In Delivery: 200 Canal Street
New Smyrna Beach, FL
32168

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BID SCHEDULE

August 2, 2023 **DISTRIBUTION OF THE INVITATION TO BID**

August 15, 2023 **DEADLINE FOR FINAL QUESTIONS BY 2:30 P.M.**

E-MAIL: MLYNCH@NSBUFL.COM
or submit through Vendorlink
<https://www.myvendorlink.com/external/bids?a=358>

August 21, 2023 **ADDENDUM PUBLISHED BY 5:00 P.M.**

August 29, 2023 **BID RETURN DEADLINE BY 2:30 P.M.**

LOCATION: **ELECTRONICALLY VIA VENDORLINK**
<https://www.myvendorlink.com/external/bids?a=358>

August 29, 2023 **BID OPENING 3:00 P.M.**

LOCATION: **NEW SMYRNA BEACH UTILITIES CENTRAL
OFFICE BUILDING
200 CANAL STREET
NEW SMYRNA BEACH, FL 32168
3rd Floor DeBerry Room
VENDORS MAY ATTEND IN BY DIALING
1 (872) 216-5903 PIN: 851 828 185#**

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GENERAL TERMS AND CONDITIONS

1. **INSTRUCTIONS TO BIDDERS:** To ensure consideration of your bid, please follow these instructions. Bids not in compliance with conditions specified herein are subject to rejection.
2. **SEALED BID:** An electronic proposal must be submitted through VendorLink by the date and time specified.
3. **PREPARATION OF BID:** All information shall be entered in ink, typewritten, or produced by computer. It is your responsibility to make certain that unit prices and extended prices are correct. The NEW SMYRNA BEACH UTILITIES will not be responsible for errors or omissions made by the bidder in determining bid price(s). The bid must contain a manual signature of an authorized representative of the agency bidding. In order to ensure uniformity, bids must be submitted on this Bid Form and the attached pages.
4. **OBLIGATION OF BIDDER:** By submitting a BID, the bidder covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
5. **BID EXAMINATION:** BIDDERS are expected to examine, when applicable, the drawings, specifications, delivery requirements, performance sites and all instructions to satisfy themselves of conditions affecting cost of performing this contract.
6. **FURNISHED ITEMS:** No material, labor or facilities will be furnished by the NEW SMYRNA BEACH UTILITIES unless specifically stated.
7. **COLLUSION:** The BIDDER hereby attests that the prices in this offer have been arrived at independently without consultation, communication, or agreement with any competitor for the purpose of restricting competition.
8. **PRICE WARRANTY:** The BIDDER warrants that the prices of the items set forth herein do not exceed the prices charged by the BIDDER under a contract with the State of Florida.
9. **COMMERCIAL WARRANTY:** The BIDDER agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the BIDDER gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NEW SMYRNA BEACH UTILITIES by any other provision of this award.

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10. **INSPECTION AND ACCEPTANCE:** A duly authorized representative of the UTILITIES will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.
11. **QUESTIONS REGARDING BID:** NEW SMYRNA BEACH UTILITIES has made every effort to provide prospective vendors with the information needed to appropriately respond to this bid. NEW SMYRNA BEACH UTILITIES realizes that some clarification, interpretation, or additional information may be required.

Questions regarding any portion of this bid shall be directed, in writing, to:
NEW SMYRNA BEACH UTILITIES Maureen Lynch, Procurement Manager
MLYNCH@NSBUFL.COM

All such requests must be received no later than 2:30 PM, Eastern Standard Time, **August 15, 2023**, Responses to all requests for more information will be included in any addenda and will be made available to all **BIDDERS** on **August 21, 2023**

Requests for additional information received after the **August 15, 2023**, deadline will not receive a response. Responses will not be made orally.

Any additional information pertaining to this Bid or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. NEW SMYRNA BEACH UTILITIES will not be bound in any way by information so obtained, or by a Bidder's reliance thereon.

12. **COMMUNICATIONS:** Any communication between any potential vendor, service provider, bidder, lobbyist or consultant and any NEW SMYRNA BEACH UTILITIES Member, staff member, or consultant of the NEW SMYRNA BEACH UTILITIES regarding this procurement is strictly prohibited from the date on which the solicitation advertisement appears on the NEW SMYRNA BEACH UTILITIES website, Demandstar, or newspaper through the date of contract award. Also, from the date of the filing of any notice of protest of award through resolution for the parties involved in the protest or contract award, whichever is longer. The only exceptions to this are communications with the NEW SMYRNA BEACH UTILITIES Material Manager or the NEW SMYRNA BEACH UTILITIES designated point of contact. Any violation shall constitute grounds for immediate and permanent disqualification of the offending firm and possible debarment or suspension. At the NEW SMYRNA BEACH UTILITIES General Manager/CEO and Director of Finance (CFO)'s sole discretion, it may also serve as grounds for the voiding of any Contract with the violator and/or to temporarily or permanently debarring the violator from future work with the NEW SMYRNA BEACH UTILITIES This process will safeguard the integrity of the NEW SMYRNA BEACH UTILITIES procurement and protest process and also provide an ethical, equitable, and transparent procurement process.

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13. **NON DISCLOSURE:** The New Smyrna Beach Utilities understands the vendors concerns regarding confidential and/or proprietary information for both participating parties. In response NEW SMYRNA BEACH UTILITIES is incorporating the following verbiage into **ITB 18-23 HAULING OF WET LIME RESIDUALS**. Upon receipt by NEW SMYRNA BEACH UTILITIES, ~~responses to solicitations become public records~~ subject to the provisions of Florida's state policy on public records, Section 119 Florida Statutes. If you believe that any portion of your response is exempt you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption.
14. **INVOICES:** All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.
15. **E-VERIFY:** By [registering as a vendor, submitting a response to this solicitation, entering a Contract], you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your [registration as a vendor/response to this solicitation/entering into a contract] you affirm and represent that you are registered with the E-Verify system are using same, and will continue to use same as required by Section 448.095, F.S. Compliance with Section 448.095 includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination [as a vendor, disqualifying you for award of this solicitation, entering a contract and/or, cancellation of an active contract], or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by the Vendor/Contractor, the Vendor/Contractor may not be allowed to do business with The NEW SMYRNA BEACH UTILITIES or be awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Vendor/Contractor.
16. **BID FORM:** A Bid Form is provided, and a completed original and one duplicate copy shall be returned in a **sealed envelope properly marked with Bid number and acknowledgment of receipt of addenda where applicable**. It is incumbent upon each bidder to ensure that they have received all addenda before submitting their bid.
17. **BID OPENING:** Bids will be publicly opened, read aloud and recorded, on the date and time indicated, at the location specified in the request for bid. It is the **BIDDER's** sole responsibility to assure his/her bid is delivered at the proper time and place of the bid. The **NEW SMYRNA BEACH UTILITIES** will not be responsible for late deliveries or delayed mail. Bids delivered after the time specified shall not be considered; such bids shall remain **unopened**.

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18. **QUOTING PRICES:** Carelessness in quoting prices or in preparation of bid otherwise will not relieve the **BIDDER**. **BIDDERS** are expected to examine specifications, delivery schedule, extensions, and all terms and conditions in the bid documents. Bids having erasures or corrections must be initialed in ink by the **BIDDER**. In the event of an extension error(s), the unit price will prevail.
19. **AMENDED OR WITHDRAWN BIDS:** Bids may be amended or withdrawn only by written notice prior to the bid opening. Amendments will only be accepted in the form of a new bid package. The bidder must pick up the original bid package and submit an amended sealed bid prior to the bids closing date and time. Amendments or withdrawals received after the bid opening will not be effective, and the original bid submitted will be considered.
20. **PUBLIC ENTITY CRIMES:** UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category two for a period of 36 months from the date of being placed on the convicted vendor list. See attachment "A".
21. **CONSIDERATION OF BIDS:** The **NEW SMYRNA BEACH UTILITIES** reserves the right to award the contract to the Bidder(s) that the **NEW SMYRNA BEACH UTILITIES** deem to offer the best overall bid. The **NEW SMYRNA BEACH UTILITIES** is therefore not bound to accept a bid based on lowest price. In addition, the **NEW SMYRNA BEACH UTILITIES** at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the **NEW SMYRNA BEACH UTILITIES** to do so. The **NEW SMYRNA BEACH UTILITIES** also reserve the right to make multiple or split awards if it is deemed to be in the **NEW SMYRNA BEACH UTILITIES** 'S best interest. The **NEW SMYRNA BEACH UTILITIES** shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.
22. **TIE BID:** In the event of a tie bid where quality and service are equal; a preference is given to vendors submitting, with the proposal, a certification of a drug free workplace in accordance with Section 287.087 Florida Statutes. Where tie bids are between bidders, one of which is located in Volusia County and the other bidder is not, the recommended award shall be to the local bidder. Past Performance-Consideration will be given to a vendor based on previous history and performance on similar Utilities **NEW SMYRNA BEACH UTILITIES** projects or requirements. Delivery availability or completion period. Capacity to perform in terms of service availability, facilities, personnel, or financial availability.

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Closeness to delivery point. If all conditions are equal, a flip of a coin, with two witnesses present, shall be the deciding factor.

23. **NO BID:** In the event an Invitation to Bid is returned as a no bid, "NO BID" shall be properly marked on the outside of the envelope with the bid number.
24. **REJECTED BIDS:** The NEW SMYRNA BEACH UTILITIES reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
25. **FAILURE OF THE CONTRACTOR TO DELIVER:** Failure of the contractor to deliver within the time specified, or within a reasonable time as interpreted by the NEW SMYRNA BEACH UTILITIES or failure to make replacements of rejected articles as directed, shall permit the NEW SMYRNA BEACH UTILITIES 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 contractor shall reimburse the NEW SMYRNA BEACH UTILITIES, within a reasonable time specified by the Purchasing Authority, for any expenses incurred in excess of the defaulted price. Payments due the contractor by the NEW SMYRNA BEACH UTILITIES may be withheld until reimbursement is received.
26. **BRAND OR TRADE NAMES:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be at no charge to the NEW SMYRNA BEACH UTILITIES. The NEW SMYRNA BEACH UTILITIES reserve the right to determine if bid goods are equivalent to specified goods.
27. **AWARDS:** Awards shall be made as required for the best interest of the NEW SMYRNA BEACH UTILITIES. The right is reserved to make award(s) by individual items, group of items, all or none, or any combination thereof, with one or more suppliers.
28. **NON-WARRANTY OF SPECIFICATIONS:** Due care and diligence have been exercised in the preparation of this Bid and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures shall rest solely with the provider. Neither the NEW SMYRNA BEACH UTILITIES nor its representatives shall be responsible for any errors or omission in this Bid nor for the failure on the part of the bidder(s) to determine the full extent of exposures.

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29. **BID AWARD:** Award is expected to be made to the Bidder who best meets the requirements of NEW SMYRNA BEACH UTILITIES considering responsibility, responsiveness, and price. A written contract and/or purchase order detailing agreed terms will be rendered between the NEW SMYRNA BEACH UTILITIES and the agency achieving a successful proposal. Terms of the contract will include any and all items as specified in the bid, plus mutually agreed terms and conditions.
30. **CLARIFICATION:** The NEW SMYRNA BEACH UTILITIES reserves the right to request clarification of information submitted and to request additional information of one or more Bidders, if needed.
31. **OTHER AGENCIES:** All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions. If the period is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any city municipality or agency, nor will any city municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency shall issue their own purchase order to the awarded respondent(s).

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32. **INSURANCE:** The Contractor shall, at its sole expense, always maintain in effect during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to **NEW SMYRNA BEACH UTILITIES**.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	\$ 100,000 Each occurrence \$ 300,000 Disease, aggregate \$ 100,000 Disease, each employee
(b) General Liability	\$ 1,000,000 General Aggregate \$ 1,000,000 Products - Comp Ops Agg \$ 500,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expense
(c) Automobile Liability (owned, hired and non-owned)	\$ 1,000,000 Combined Single Limit
Option of Split Limits:	
(1.) Bodily Injury	\$ 500,000 Per Person \$ 1,000,000 Per Accident
(2.) Property Damage	\$ 500,000

33. **INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY:**

The provisions of Florida Statute 768.28 applicable to the **NEW SMYRNA BEACH UTILITIES** apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Utilities **NEW SMYRNA BEACH UTILITIES** acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the **NEW SMYRNA BEACH UTILITIES** acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event, or failure to act.

The **NEW SMYRNA BEACH UTILITIES** shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of

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his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the NEW SMYRNA BEACH UTILITIES, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the NEW SMYRNA BEACH UTILITIES.

Provided, however, if the contract between the NEW SMYRNA BEACH UTILITIES and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the NEW SMYRNA BEACH UTILITIES, shall be limited to an obligation to indemnify or hold harmless the NEW SMYRNA BEACH UTILITIES, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

34. **WARRANTY AND ACCEPTANCE:** All material shall be new, and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by NEW SMYRNA BEACH UTILITIES. Contractor guarantees its work hereunder for a period of twelve (12) months after completion and acceptance of the work unless otherwise set forth herein. In the event NEW SMYRNA BEACH UTILITIES discovers defects in material or workmanship at any time before the expiration of the specified warranty period, Contractor shall, upon written notice from NEW SMYRNA BEACH UTILITIES, repair or replace at its sole expense any such defects. NEW SMYRNA BEACH UTILITIES may perform such repairs or replacements by other reasonable means and Contractor agrees to pay for such corrective measures. Neither acceptance of the work by NEW SMYRNA BEACH UTILITIES nor payment shall relieve Contractor from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.
35. **CHANGES:** NEW SMYRNA BEACH UTILITIES may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such changes cause an increase or decrease in the cost of or in the time required to perform such work, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance.
36. **CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE CONTRACTING ENTITY/LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER ELECTED OFFICIALS:** No member or employee

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of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the **NEW SMYRNA BEACH UTILITIES** who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

37. **EMPLOYEE CONFLICT OF INTEREST:** It shall be unethical for any **NEW SMYRNA BEACH UTILITIES** employee to participate directly or indirectly in a procurement contract when the **NEW SMYRNA BEACH UTILITIES** employee knows that:

- (1) The **NEW SMYRNA BEACH UTILITIES** employee or any member of the **NEW SMYRNA BEACH UTILITIES** employee's immediate family has a financial interest in the procurement contract; or
- (2) Any other person, business, or organization with whom the **NEW SMYRNA BEACH UTILITIES** employee or any member of a **NEW SMYRNA BEACH UTILITIES** employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

A **NEW SMYRNA BEACH UTILITIES** employee or any member of a **NEW SMYRNA BEACH UTILITIES** employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

38. **GRATUITIES AND KICKBACKS:**

- (1) **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any **NEW SMYRNA BEACH UTILITIES** employee or former **NEW SMYRNA BEACH UTILITIES** employee, or for any **NEW SMYRNA BEACH UTILITIES** employee or former **NEW SMYRNA BEACH UTILITIES** employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity **NEW SMYRNA BEACH UTILITIES** in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- (2) **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- (3) **Contract Clause.** The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation, therefore.

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CERTIFICATION OF DRUG-FREE WORKPLACE FORM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



VENDOR SIGNATURE

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PUBLIC ENTITY CRIMES FORM
SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUTES

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

1. This sworn statement is submitted Bid, Bid or Contract for ITB 18-23 ANNUAL CONTRACT HAULING OF WET LIME RESIDUALS

2. This sworn statement is submitted by KAG Specialty Products Group, LLC
[name of entity submitting sworn statement] whose business address is:
4366 Mt. Pleasant St. NW North, Center, GA 30447 and (if applicable) its
Federal Employer Identification Number (FEIN) is 36-2068781.

If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is X GRANT MITCHELL and my relationship to the entity named above is X PRESIDENT + COO.
4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (91) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand the "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: (1) A Predecessor or Successor of a person convicted of public crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.

New Smyrna Beach Utilities

ITB# 18-23

HAULING OF WET LIME RESIDUALS

Public Entity Crimes Statement

Page 2 of 2

7. 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 provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

☒ Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

☐ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

X
Date

Signature

8-28-23

STATE OF: Ohio

COUNTY OF: Stark

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Grant Mitchell
[name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this 28 day of August, 2023.

My COMMISSION expires

Hannah Nottingham
Notary Public, State of Ohio
Stark County

My Commission Expires on February 6, 2025
Commission # 2020 RE-811054

Personally known to me, or
Produced Identification:

Hannah Nottingham
Notary Public

Print, Type or Notary Stamp

Type of I.D.

ITB #18-23

LIME RESIDUALS HAULING

New Smyrna Beach Utilities
ITB# 18-23
HAULING OF WET LIME RESIDUALS

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER FORM

State of Ohio

County of Stark

Grant Mitchell, being first duly sworn, deposes and says that:

He/she is COO of KAG Speciality Products Group LLC, Bidder that has submitted the attached Bid.

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **NEW SMYRNA BEACH UTILITIES**.

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 Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

X [Signature]
Signed
President & COO
Title

Subscribed and sworn to before me this 28 day of August, 2023

[Signature]
Notary
Title



Hannah Nottingham
Notary Public, State of Ohio
Stark County
My Commission Expires: January 6, 2025
Commission # 2020 RL-811054

My COMMISSION Expires: 2/6/2025

New Smyrna Beach Utilities
ITB# 18-23
HAULING OF WET LIME RESIDUALS

**COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS
(\$448.095, Florida Statutes – E-Verify)**

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter a contract with New Smyrna Utilities to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the contractor must maintain certain required employment compliance records of sub-contractors for the duration of the contract with New Smyrna Utilities.

Contractor Name: KAG Specialty Products Group, LLC

Contractor E-Verify Registration Number: 1735386

The undersigned, on behalf of the contractor referenced above, after first being duly sworn, states as follows:

1. That said contractor understands that the contractor must comply with §448.095, Florida Statutes.
2. That the contractor uses the E-Verify system to verify the work eligibility status of employees.
3. That the contractor has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with New Smyrna Utilities.
4. That the contractor will maintain affidavits of sub-contractors engaged to perform work on all contracts with New Smyrna Utilities.
5. That said contractor further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by New Smyrna Beach Utilities, subjecting the contractor to liability for additional costs incurred by New Smyrna Utilities as a result of the termination of the contract.

Signed

President + COO

Title

Subscribed and sworn before me this 28 day of August 2023

Hannah Nottingham
Notary Public

My Commission Expires: 2/6/2025



Hannah Nottingham
Notary Public, State of Ohio
Stark County

My Commission Expires on February 6, 2025
Commission # 2020 RE-811054

New Smyrna Beach Utilities

ITB# 18-23
HAULING OF WET LIME RESIDUALS

VENDOR APPLICATION

In addition to General conditions, your **BID** may be disqualified if the following vendor information is not returned with your **BID**.

Vendor is:

() Corporation

() Partnership

() Sole Proprietorship

(☒) Other Limited Liability Company (Explain)

Federal Employer Identification

Number or Social Security Number: 36-2068781

Do you collect Florida State Sales Tax? () Yes (☒) No

Firm Name: KAG Specialty Products Group, LLC

Mailing Address: 4366 Mt. Pleasant St. NW

North Canton, OH 44720

Telephone No. (330) 441-0474 Fax No. _____

Email Address: Tom.Cannally Web Address: @thekag.com

Commodity or Service Supply: Transportation Services

If vendor is quoting, as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the vendor, so indicate.

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

Submitted by:  _____

Name & Title Printed: GRANT MITCHELL PRESIDENT + COO

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. KAG Specialty Products Group LLC		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) > Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) >	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 4366 Mt Pleasant St NW		Requester's name and address (optional)
6 City, state, and ZIP code North Canton, OH 44720		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-				-	
OR								
Employer identification number								
3	6	-	2	0	6	8	7	8 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person > *Michael A. Detlink* TR Director Date > 2/16/23

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

New Smyrna Beach Utilities

ITB# 18-23

HAULING OF WET LIME RESIDUALS

QUESTIONNAIRE

Additional space may be required. Please answer questions in the order presented. All questions must be answered, or contractor may be disqualified.

1. Has your company ever been denied insurance or had insurance canceled? **No**
2. Is your company bondable? Has your company ever been denied bond? **No**
If yes, explain.
3. Can your insurance company produce a certificate of insurance stating your limits and naming NEW SMYRNA BEACH UTILITIES as an Additional Insured?
Yes, as its interests may appear under the agreement.
4. Since January 1, 2018, has your company been a defendant in any lawsuits? **In the ordinary course of business as a transportation services provider.**
5. Is your company a subsidiary or otherwise legally affiliated with any other company? **Yes**
6. Is your company rated by Dunn & Bradstreet or any other rating agency? **No**
If yes, what is the name of the agency and rating?
7. Is your company in any stage of bankruptcy, including initial filing? **No**
8. Has your company been disbarred by the Federal Government or any State Government? **No**

ITB #18-23

LIME RESIDUALS HAULING

New Smyrna Beach Utilities

ITB# 18-23

HAULING OF WET LIME RESIDUALS

REFERENCES

Provide the business names, contact persons and telephone numbers of three (3) references for which the firm has provided the services described in this ITB. Include relationships with utility and governmental agencies. It is our intent to contact these references during the award process. Award of this contract will be based on price AS WELL AS REFERENCES AND EXPERIENCE.

1. Name of Company: BASF Corp.

Address: 100 Park Ave.
Florham Park, NJ 07932

Point of Contact: Wolfgang Tichy

Phone Number: 973-245-6326

Dates of Service: 2010 to Present

Service(s) Provided: Bulk chemical trucking.

2. Name of Company: Orlando Utilities Commission

Address: 3800 Gardenia Ave.
Orlando, FL 32839

Point of Contact: Nate Parker

Phone Number: 407-406-1386

Dates of Service: 2005 to present

Service(s) Provided: Lime Slurry Delivery

3. Name of Company: Master Builders Solutions

Address: 23700 Chagrin Blvd., Breachwood, OH 44172

Point of Contact: Marty Lembach

Phone Number: 216-831-7089

Dates of Service: 1964 to Present

Service(s) Provided: Delivery of Construction
Chemicals

ITB #18-23

LIME RESIDUALS HAULING

New Smyrna Beach Utilities

ITB# 18-23 HAULING OF WET LIME RESIDUALS

REQUIRED DISCLOSURE

At its sole discretion, the **NEW SMYRNA BEACH UTILITIES** may reject any bidder the **NEW SMYRNA BEACH UTILITIES** finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the **NEW SMYRNA BEACH UTILITIES** to lack honesty, integrity, or moral responsibility. The discretion of the **NEW SMYRNA BEACH UTILITIES** may be exercised based on the **NEW SMYRNA BEACH UTILITIES** own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the **NEW SMYRNA BEACH UTILITIES** may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

New Smyrna Beach Utilities

ITB# 18-23 HAULING OF WET LIME RESIDUALS

BID SUBMITTAL REQUIREMENTS

Bids shall include all of the information solicited in this ITB, and any additional information that the **BIDDER** deems pertinent to the understanding and evaluating of the bid. Bids shall be organized, and sections tabbed in the following order. The **BIDDER** should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include, at a minimum, the following information. Failure to supply all of the information requested shall result in the bid being excluded from consideration. The **NEW SMYRNA BEACH UTILITIES** reserves the right to request information or clarification from bidders following the bid opening if omissions are deemed curable.

- TAB #1 Experience:** Provide a profile showing company history, business structure, and a list of principals. A minimum of five (5) years in business is required.
- TAB #2 References:** Submit a detailed list of clients receiving similar services within the last two (2) years. Please include a brief description of the scope of work performed and the name, phone number and email address of the contact person.
- TAB #3 Pricing:** Complete, sign and submit the Bid Tabulation and Bid Form. **THIS FORM SHOULD ALSO BE COMPLETED ELECTRONICALLY ON VENDORLINK**
- TAB #4 Public Entity Crimes, Non-collusion Affidavit, Drug Free Workplace, Vendor Information, W9 & E-Verify Forms:**
All **BIDDERS** shall properly complete, notarize and submit attachments A,B,C,D & E here
- TAB #5 Addenda Acknowledgement:**
Please submit all addenda (if any) related to this bid here.
- TAB #6 Questionnaire:**
The Questionnaire responses requested should be submitted here
- TAB #7 Detailed Specifications: Business License & Insurance**

New Smyrna Beach Utilities
ITB# 18-23
HAULING OF WET LIME RESIDUALS

GENERAL
Specifications for Disposal of Spent Lime Product from Water Treatment Plant

1. GENERAL INFORMATION

New Smyrna Beach Utilities operates a 10 MGD Water Treatment Plant (WTP), located at 2640 Paige Ave. The lime softening design produces wet lime residuals (approximately 2-5 % solids) during its production process for potable water supplies. This wet lime residual is composed primarily of calcium carbonate (> 93%). NSBU wishes to sign an Agreement to provide for the removal of wet lime residuals from the WTP.

2. SCOPE OF WORK

The successful bidder, hereafter referred to as the HAULER, will meet the following conditions:

The HAULER agrees to transport wet lime residuals from the NSBU'S WTP.

The HAULER will provide a 6,000-gallon tanker to be left at the plant each day so the lime residuals can be pumped into this vessel over the course of a 24-hour period. Then the HAULER will bring an empty tanker and leave that, pick up the full tanker, and continue this process on a 7 day/week frequency. The HAULER will take this material to an approved disposal area and manage that part of the process accordingly.

We are requesting an alternate bid to add a 2nd 6,000-gallon tanker option on an as needed basis to compensate for increased lime residual production at the WTP. This increase may be required due to operation of both clarifiers, and or an increase in served populations creating higher treatment flows.

The HAULER agrees to provide an approved site in compliance with all environmental rules and regulations pertaining to the stockpiling and/or storage and use of wet lime residuals.

The HAULER agrees to take title of all the wet lime residuals the HAULER removes from the COMMISSIONS WTP upon leaving the WTP property.

The HAULER agrees to be responsible for any on site and all roadway spills and or cleanup required during the loading, transportation, and subsequent use of the wet lime residuals by the HAULER'S trucks.

The HAULER will provide for properly licensed equipment operators to operate the HAULER'S equipment.

New Smyrna Beach Utilities

**ITB# 18-23
HAULING OF WET LIME RESIDUALS**

The HAULER agrees to remove one (1) full tanker truckload (approximately 6000 gallons/load) per day, seven days/week of wet lime residuals from the WTP unless the WTP Superintendent (or his designee) calls otherwise with 24-hours' notice to hauler, if any of the routine conditions change due to maintenance.

Each tanker load shall be weighed via a recognized State of Florida Department of Transportation (FDOT) annually certified weigh station. Each tanker load is to be identified by a separate hauling ticket which will include: the gross weight, empty weight, the net weight (i.e., weight of the load of Residuals), and date from the FDOT certified weigh station described above. Each hauling ticket will also include selected bidder's name, address, phone number, driver's name (printed), driver's signature, truck time in/out of WTP per load, disposal location, hauling ticket number, and the COMMISSION WTP operator's signature.

The HAULER agrees that if the conditions listed here are not satisfactorily carried out, as deemed so by the WTP Superintendent, the Agreement can be canceled after thirty (30) days of the HAULER being notified in writing of such.

Contract will be for one (1) year with an option to extend for (3) three additional one-year periods. Price escalation/de-escalation will be permitted at the end of each one-year term upon mutual agreement in writing prior to the end of the contract term.

No commitment can be made by New Smyrna Beach Utilities as to the estimated quantity of work allocated to the successful bidder or bidders.

New Smyrna Beach Utilities

ITB# 18-23
HAULING OF WET LIME RESIDUALS

BIDDER NAME: KAG Specialty Products, LLC

The NEW SMYRNA BEACH UTILITIES reserves the right to award the contract to the Bidder(s) that the NEW SMYRNA BEACH UTILITIES deems to offer the best overall bid. The NEW SMYRNA BEACH UTILITIES is therefore not bound to accept a bid on the basis of lowest price. In addition, the NEW SMYRNA BEACH UTILITIES at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the NEW SMYRNA BEACH UTILITIES to do so. The NEW SMYRNA BEACH UTILITIES also reserves the right to make multiple or split awards if it is deemed to be in the NEW SMYRNA BEACH UTILITIES best interest. The NEW SMYRNA BEACH UTILITIES shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

Submitted by: Thomas Connolly
(Please Print)

Company Name: KAG Specialty Products, LLC

Date: August 28, 2023

Title: V.P. Sales

Phone No. 330-730-0106

Fax No. 216-641-2525

E-Mail: tom.connolly@thekag.com

BIDDERS MUST SIGN BID FORM

New Smyrna Beach Utilities

ITB# 18-23
HAULING OF WET LIME RESIDUALS

BID TABULATION

BIDDER NAME: KAG Specialty Products, LLC

BID TABULATION

APPROXIMATE QUANTITY	DESCRIPTION	UNIT PRICE PER TON	TOTAL PRICE
"Primary Tanker #1" 11,000 Tons	Wet lime residuals hauling	\$ <u>14.00</u> /Ton	\$ <u>154,000</u>
"Alternate Tanker #2" 5,000 Tons	Wet lime residuals hauling	\$ <u>14.00</u> /Ton	\$ <u>70,000</u>

*Rates are subject to KAG Fuel Surcharge

1 CALENDAR DAYS TO BEGIN SERVICING ACCOUNT AFTER NOTIFICATION OF AWARD

Estimated quantities are approximate for bidder information and evaluation only and no warranty is given or implied as to the individual quantity that will be purchased.

Submitted By: KAG Specialty Products Company
Thomps Connolly V.P. Sales Name & Title
[Signature] Signature
330-730-0106 Telephone No. 216-641-2525 Facsimile No.

THESE PRICES ARE VALID FOR ORDERS PLACED WITHIN NINETY (90) DAYS FROM THE DATE OF BID OPENING UNLESS SPECIFIED OTHERWISE.