

Attachment A  
(Page 1 of 5)

City of Cooper City, Florida  
  
Bid Form

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**ODOR CONTROL CHEMICALS**  
**ITB 2023-4-UTL**

Bids Due: Thursday, August 24, 2023

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For information, contact the Purchasing Division:

Tel: 954-434-4300 ext. #268  
[Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov)

Released Date: Thursday, July 20, 2023

Submitted by: Momar, INC  
(Company name)

**PLEASE RETURN ONLY THIS BID FORM (5 PAGES) AND THE REQUIRED ATTACHMENTS**

**Attachment A**  
(Page 2 of 5)

**Project:** ODOR CONTROL CHEMICALS  
**Contract Identification:** ITB 2023-4-UTL  
**Bids submitted to:** Office of the City Clerk  
City of Cooper City  
9090 SW 50<sup>th</sup> Place  
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 120 days from bid opening date. Bidder will sign and submit an agreement with the Bonds within 15 days after the City's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:
  - a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
  - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
  - d. Bidder has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
  - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.
4. Bid Submission:  
Bids shall be submitted electronically via [www.demandstar.com](http://www.demandstar.com) E-bidding platform.
5. Addenda, Additional Information-Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

**Attachment A**

(Page 3 of 5)

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to [Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov), who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00 PM, Thursday, August 10, 2023.**

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

6. Summary of Documents to be submitted with Bid:

	Bid Form
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement
	E-Verify Form

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Attachment A  
(Page 4 of 5)

**Bidder's Contact Information**

Name of Company: Mommar, INC  
Address: 1830 Ellsworth Ind. DR.  
Atlanta, GA 30318  
Type of Business: mfg. of industrial maint. chemicals & supplies  
Company's Website: www.mommar.com

Authorized Signatory Contact: Leslie Treadway  
Title: Sales Coordination Manager  
Tel: 404-355-4580 Mobile: \_\_\_\_\_  
Email Address (Required): Salesvendors@mommar.com

Primary Contact: Becky Levy  
Title: Sales Rep. and Bus. Development  
Tel: 800-556-3967 Mobile: 281-690-3704  
Email Address (Required): Becky.Levy@mommar.com

Additional Contact & Title: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Email Address (Required): \_\_\_\_\_

Remit to Address: P.O. Box 19569  
Atlanta GA 30325-0569  
Remit to Contact: Name: Tomeka Tel: 404-355-4580  
Brown

Attachment A  
 (Page 5 of 5)

**PRICING SHEET**  
**ODOR CONTROL CHEMICALS**

Item	Description	Unit	Unit Price
I.	Odor Control Formulation	275 gal. tote	\$ 3,293.50
All prices must be FOB Destination, freight included and shall be inclusive of all costs.			

**Piggyback Statement**

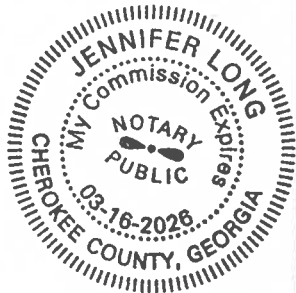
In accordance with Section 1.13, Optional Contract Usage/Piggyback Statement, please indicate Contractor's willingness to extend the pricing, terms and conditions of this bid to other government agencies, if Contractor is the successful vendor:

YES, other government agencies may piggyback this Agreement.

NO, other government agencies may NOT piggyback this Agreement.

Submitted by: Leslie Treadway  
 (Print)  
 Authorizes Signature: Leslie Treadway  
 (Sign)  
 Company Name: Momax, INC

Date: 8/21/23



STATE: ~~FLORIDA~~ Georgia  
 COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway  
Name of person making statement

(NOTARY SEAL) Jennifer Long  
Signature of Notary Public - State of Florida Georgia  
Jennifer Long  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

ATTACHMENT B

**REFERENCES**

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.

1. ENTITY/COMPANY NAME: Transmontaigne  
ADDRESS: 2701 SE 14<sup>TH</sup> Ave, Ft. Lauderdale, FL 33314  
CONTACT NAME: Dan Rietter  
CONTACT'S TITLE: \_\_\_\_\_  
TELEPHONE: 954-523-8828  
E-MAIL (REQUIRED): everglades@transmontaigne.com  
CONTRACT PERIOD: FROM: Feb. 2011 TO: Current

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2. ENTITY/COMPANY NAME: Attaway Services  
ADDRESS: 801 SE 28<sup>TH</sup> Street, Ft. Lauderdale, FL 33316  
CONTACT NAME: Ben Hill  
CONTACT'S TITLE: \_\_\_\_\_  
TELEPHONE: 954-462-2920  
E-MAIL (REQUIRED): ben@attaway  
CONTRACT PERIOD: FROM: 5/2011 TO: Current

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3. ENTITY/COMPANY NAME: City of West Palm Beach water treatment  
ADDRESS: 1009 BANYAN Blvd, Pumps dept. West Palm Beach, FL 33401  
CONTACT NAME: Rick Smith  
CONTACT'S TITLE: \_\_\_\_\_  
TELEPHONE: 561-436-2127  
E-MAIL (REQUIRED): rksmith@wpb.org  
CONTRACT PERIOD: FROM: 11/2012 TO: Current

This page shall be completed IN FULL and submitted with your bid.

**ATTACHMENT C**

(Page 1 of 2)

**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 the CITY OF COOPER CITY, FLORIDA

by: Leslie Treadway Sales Coordination Mgr.  
(print individual's name and title)

for: Mamar, INC  
(print name of entity submitting sworn statement)

whose business address is: 1830 Ellsworth Ind. DR. Atlanta GA.

and (if applicable) its Federal Employer Identification Number (FEIN) is: 58-0524461 30318

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_).

2. 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 of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- 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, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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.

**ATTACHMENT C**  
(Page 2 of 2)

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

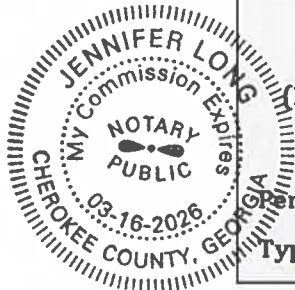
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This 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).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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



STATE: FLORIDA Georgia  
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway  
Name of person making statement

Jennifer Long  
Signature of Notary Public - State of Florida Georgia

Jennifer Long  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_



ATTACHMENT D

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Leslie Treadway Sales Coordination mgr.  
(print individual's name and title)

for: Leslie Treadway  
(print name of entity submitting sworn statement)

whose business address is: 1830 Ellsworth Ind. DR.

and (if applicable) its Federal Employer Identification Number (FEIN) is: 58-0524461  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.


The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

Leslie Treadway  
Signature

STATE:	<u>FLORIDA Georgia</u>
COUNTY:	<u>Cherokee</u>
Sworn to (or affirmed) and subscribed before me this <u>22</u> day of <u>August</u> , 20 <u>23</u> by: <u>Leslie Treadway</u> <small>Name of person making statement</small>	
<u>Jennifer Long</u> <small>Signature of Notary Public - State of Florida Georgia</small>	
<u>Jennifer Long</u> <small>Name of Notary Typed, Printed, or Stamped</small>	
Personally Known <input checked="" type="checkbox"/> OR Produced Identification <input type="checkbox"/>	
Type of Identification Produced _____	



**ATTACHMENT E**

**BUSINESS ENTITY AFFIDAVIT**

I, Leslie Treadway, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

58-0524461  
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Momac, INC  
Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

1830 Ellsworth Ind. Dr. Atlanta GA, 30318  
Street Address Suite City State

GA 5/11/1948  
State and Date of Incorporation:

Leslie Treadway  
Signature of Affiant

8/21/23  
Date

Leslie Treadway  
Print Name

STATE: FLORIDA Georgia  
COUNTY: Cherokee

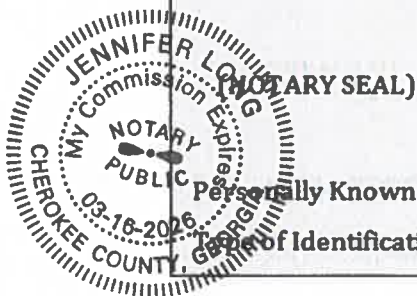
Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway  
Name of person making statement

Jennifer Long  
Signature of Notary Public - State of Florida Georgia

Jennifer Long  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification

Identification Produced \_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Momar Incorporated**

**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.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**P.O. Box 19569**

**6** City, state, and ZIP code  
**Atlanta, GA 30325**

**7** List account number(s) here (optional)

Requester's name and address (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									
5	8	-	0	5	2	4	4	6	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 ▶ *Jaruba Brown* Date ▶ *1/5/23*

**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](http://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.*

**ATTACHMENT F**

**FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM**  
DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

- \_\_\_\_\_ (a) Maintaining, defending, or settling any proceedings.
- \_\_\_\_\_ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- \_\_\_\_\_ (c) Maintaining bank accounts.
- \_\_\_\_\_ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
- \_\_\_\_\_ (e) Selling through independent contractors.
- \_\_\_\_\_ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
- \_\_\_\_\_ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- \_\_\_\_\_ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- \_\_\_\_\_ (i) Transacting business in interstate commerce.
- \_\_\_\_\_ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
- \_\_\_\_\_ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- \_\_\_\_\_ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- \_\_\_\_\_ (m) Owning, without more, real or personal property.

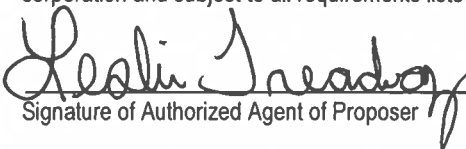
The list of activities of subsection (2) is not exhaustive.

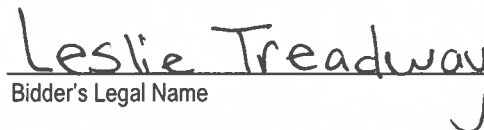
- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in **NOT** a corporation:

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust
- (II) \_\_\_\_\_ Sole Proprieties of Self Employed

**NOTE:** This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

  
\_\_\_\_\_  
Signature of Authorized Agent of Proposer

  
\_\_\_\_\_  
Bidder's Legal Name

ATTACHMENT I

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
Julian Mohr	1830 Ellsworth Ind. DR. Atlanta GA 30318	100 %
		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

N/A

*Leslie Treadway*  
 Signature of Affiant

Leslie Treadway  
 Print Name

8/22/23  
 Date

STATE: FLORIDA Georgia  
 COUNTY: Cherokee

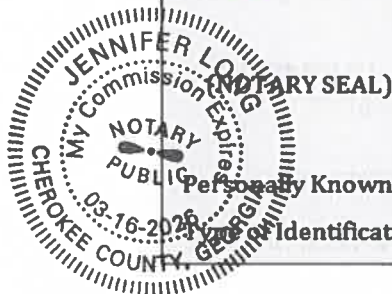
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Name of person making statement

*Jennifer Long*  
Signature of Notary Public - State of Florida Georgia

Jennifer Long  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR  Produced Identification

Identification Produced \_\_\_\_\_





ATTACHMENT J

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print or type name of firm)

Moman, INC

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.


"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Leslie Treadway  
Signature of Affiant

Leslie Treadway  
Print Name

8/21/23  
Date

STATE: <b>FLORIDA</b> <u>Georgia</u>
COUNTY: <u>Cherokee</u>
Sworn to (or affirmed) and subscribed before me this <u>22</u> day of <u>August</u> , 20 <u>23</u> by: <u>Leslie Treadway</u> <small>Name of person making statement</small>
<u>Jennifer Long</u> <small>Signature of Notary Public - State of Florida</small> <u>Georgia</u>
<u>Jennifer Long</u> <small>Name of Notary Typed, Printed, or Stamped</small>
<input checked="" type="checkbox"/> Personally Known <input type="checkbox"/> OR <input type="checkbox"/> Produced Identification
<small>Name of Identification Produced</small>

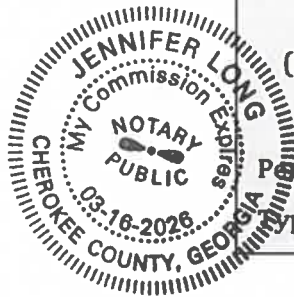


ATTACHMENT K

**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

I, Leslie Treadway of Momarc, INC attest that all personnel used  
(Print Name) (Company Name)  
in the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

Leslie Treadway  
Signature of Affiant  
Leslie Treadway  
Print Name  
8/21/23  
Date



STATE: FLORIDA Georgia  
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway  
Name of person making statement

Jennifer Long  
Signature of Notary Public - State of Florida Georgia  
Jennifer Long  
Name of Notary Typed, Printed, or Stamped

(NOTARY SEAL)

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

**ATTACHMENT L**

**SCRUTINIZED COMPANIES AFFIDAVIT**

Certification pursuant to Florida Statute § 287.135 and § 215.473

I, Leslie Treadway, on behalf of MOMAR, INC  
Print Name and Title Company Name  
certify that MOMAR, INC does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

MOMAR, INC  
Company Name  
Leslie Treadway  
Print Name  
Sales Coordination  
Title  
Mgr.  
Leslie Treadway  
Signature

STATE: <u>FLORIDA Georgia</u>
COUNTY: <u>Cherokee</u>
Sworn to (or affirmed) and subscribed before me this <u>22</u> day of <u>August</u> , 20 <u>23</u> by: <u>Leslie Treadway</u> <small>Name of person making statement</small>
<u>Jennifer Long</u> <small>Signature of Notary Public - State of Florida Georgia</small>
<u>Jennifer Long</u> <small>Name of Notary Typed, Printed, or Stamped</small>
<input checked="" type="checkbox"/> Personally Known <input type="checkbox"/> OR <input type="checkbox"/> Produced Identification
<input type="checkbox"/> Type of Identification Produced

**NOTARY SEAL)**  
**JENNIFER LONG**  
My Commission Expires **08-16-2026**  
CHEROKEE COUNTY, GEORGIA  
Page 43 of 56



**ATTACHMENT M**

**NON-CONFLICT OF INTEREST STATEMENT**

- A. A. I am the Sales Coordination of Momcar, INC with a  
Title MGR. Company Name  
local office in Atlanta, GA and principal office in Atlanta, GA
- B. The entity hereby submits a proposal/offer in response to **ITB 2023-4-UTL, ODOR CONTROL CHEMICALS.**
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

Leslie Treadway  
Signature of Affiant  
Leslie Treadway  
Printed Name & Title  
8/21/23  
Date

STATE: FLORIDA Georgia  
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway  
Name of person making statement

Jennifer Long  
Signature of Notary Public - State of Florida Georgia  
Jennifer Long  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced



**ATTACHMENT N**  
**(Page 1 of 2)**

**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**  
**TO BE RETURNED WITH PROPOSAL**

Project Name:

Odor Control Chemicals - Cooper City

Project No.:

ITB-2023-4-UTL

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

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

"E-Verify system" means 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.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

**ATTACHMENT N**  
(Page 2 of 2)

- d) 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.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Momar, INC
Authorized Signature:	Leslie Treadway
Print Name:	Leslie Treadway
Title	Sales Coordination Mgr.
Date:	8/22/23
Phone:	404-355-4580

STATE: ~~FLORIDA~~ Georgia  
COUNTY: Cherokee

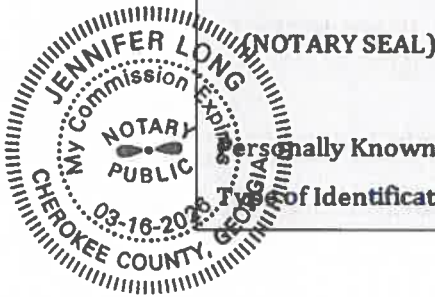
Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway  
*Name of person making statement*

Jennifer Long  
*Signature of Notary Public - State of Florida Georgia*

Jennifer Long  
*Name of Notary Typed, Printed, or Stamped*

Personally Known  OR  Produced Identification

*Proof of Identification Produced*



**AGREEMENT BETWEEN THE CITY OF COOPER CITY  
AND COMPANY NAME**

THIS IS AN AGREEMENT, dated the 21 day of August, 2023 by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")  
and

**COMPANY NAME**, an **odor control solutions company**, authorized to do business in the State of Florida, with a business address of **ADDRESS, CITY, ST ZIP CODE** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1  
PREMABLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Thursday, July 20, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **odor control chemicals** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**ITB 2023-4-UTL  
"ODOR CONTROL CHEMICALS"**

1.2 On **Thursday, August 24, 2023**, the bids were opened at the offices of the City Clerk.

1.3 On \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

**ARTICLE 2  
SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to deliver **odor control chemicals**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**ITB 2023-4-UTL**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

**ARTICLE 3**  
**TERM AND TERMINATION**

3.1 The term of this Agreement shall be for three (3) years, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_. This Agreement may be renewed for up to two (2) additional one (1) year terms, subject to the written consent and agreement

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

**ARTICLE 4**  
**COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in **Exhibit "B"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

**COMPANY NAME**  
**Attn: INSERT CONTACT PERSON**  
**ADDRESS**  
**CITY, ST ZIP CODE**

**ARTICLE 5**  
**CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

## **ARTICLE 6** **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## **ARTICLE 7** **INSURANCE**

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

**Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.**

**The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.**

## 7.1 REQUIRED INSURANCE

7.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

7.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in

accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	\$500,000 Each Accident \$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

7.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.5 Sexual Abuse may not be excluded from any policy.

## 7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

## **ARTICLE 8** **INDEPENDENT CONTRACTOR**

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act,



the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

**ARTICLE 9**  
**VENUE**

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

**ARTICLE 10**  
**PUBLIC RECORDS**

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**  
**9090 SW 50<sup>th</sup> PLACE**  
**COOPER CITY, FL 33328**  
**(954) 434-4300**  
**[PRR@CooperCity.gov](mailto:PRR@CooperCity.gov)**

**ARTICLE 11**  
**FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT**

**ARTICLE 12**  
**SCRUTINIZED COMPANIES – 287.135 AND 215.473**

12.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**ARTICLE 13**  
**E-VERIFY**

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**ARTICLE 14**  
**MISCELLANEOUS**

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or

expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston  
City Manager  
City of Cooper City  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328  
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

Contractor: **Insert Contact Position**  
**Insert Contact Name**  
**COMPANY NAME**  
**ADDRESS**  
**CITY, ST ZIP CODE**  
**E-mail: Insert Contact Email**  
**Telephone No: Insert Contact Phone**

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS OF THE FOREGOING**, the parties have hereunto set their hands and seals on the dates written below.

**CITY OF COOPER CITY**, a Florida municipal corporation

ATTEST:

BY: \_\_\_\_\_  
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
CITY ATTORNEY

BY: \_\_\_\_\_  
CITY MANAGER

BY: \_\_\_\_\_  
CITY MAYOR

WITNESSED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

CONTRACTOR:  
**COMPANY NAME**, a Florida corporation

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of **COMPANY NAME**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **COMPANY NAME** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and seal in the State and County aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Type Name

My Commission Expires: \_\_\_\_\_

## **SECTION 1 - IDENTIFICATION**

**Product:** BLOSSOM™

**Recommended use of the chemical and restrictions on use:**

**Uses:** Liquid deodorizer with source odor control.

**List of advices against:** None.

**Details of the supplier of the Safety Data Sheet:**

Momar, Inc.  
1830 Ellsworth Industrial Dr.  
Atlanta, Ga. 30318  
404-355-4580  
800-556-3967  
www.momar.com

**Emergency Telephone Number (INFOTRAC):** North America: 1-800-535-5053  
International: 1-352-323-3500

## **SECTION 2 – HAZARD IDENTIFICATION**

**Classification:** This product contains no reportable hazardous components according to US Federal Regulations.

**Signal Word:** None required.

**Hazard Statements:** None required.

**Pictograms:** None required.

**Precautionary Statements:** None required.

**Other Hazards:** No information available.

## **SECTION 3 – COMPOSITION / INFORMATION ON INGREDIENTS**

Chemical Name	CAS Number	Percent Weight
None	None	None

**This product does not contain any hazardous components under OSHA 29CFR 1910.1200.**

## **SECTION 4 – FIRST AID MEASURES**

**Eye Contact:** Flush eyes with a large quantity of water for 15 minutes. If irritation continues, seek medical attention.

**Skin Contact:** No adverse effects expected. If irritation occurs, wash with water to remove product. Remove contaminated clothing and wash before reuse. If difficulties arise, contact a physician.

**Inhalation:** No adverse effects expected. Not an inhalation hazard.

**Ingestion:** No adverse effects expected under normal use. If large quantities are swallowed,

contact a physician.

**Most Important Symptoms and Effects:**

**Acute:** May cause eye irritation with contact with product or mists. This is characterized by redness and swelling of the eye.

**Delayed:** Repeated or prolonged exposure to skin may cause dermatitis.

**Indication of Any Immediate Medical Attention and Special Treatment Needed:** None.

## **SECTION 5 – FIREFIGHTING MEASURES**

**Extinguishing Media:** Product is nonflammable. Use extinguishing media appropriate for surrounding fire.

**Specific Hazards Arising From the Substance or Product:**

**Hazardous Combustion Products:** High temperature steam, potentially oxides of carbon.

**Protective Equipment and Precautions for Firefighters:** Will not burn or support combustion. Use water spray to cool fire exposed containers and to flush spills. Spilled material may cause the floor to be slippery. Fire fighters wear self-contained breathing apparatus with full face piece in pressure demand or other positive pressure mode for surrounding fire.

## **SECTION 6 – ACCIDENTAL RELEASE MEASURES**

**Personal Precautions, Protective Equipment, and Emergency Procedures:** Product is slippery. Wear appropriate personal protection equipment.

**Environmental Precautions:** Avoid getting concentrate into sewers or water ways.

**Methods and Materials for Containment and Cleaning Up:** Contain spill if possible. Absorb on mineral clay absorbent material. Shovel into DOT approved container for disposal.

## **SECTION 7 – HANDLING AND STORAGE**

**Precautions for Safe Handling:** Avoid spills and clean them up immediately when they occur. Product is slippery. For industrial or professional use only. **KEEP OUT OF REACH OF CHILDREN!**

**Conditions for Safe Storage:** Keep container closed when not in use.

**Incompatibilities:** None.

## **SECTION 8 – EXPOSURE CONTROL / PERSONAL PROTECTION**

**Exposure Limits and Recommendations:**

Chemical Name	OSHA PEL	ACGIH TLV	Other Exposure Limits
Not Applicable			

<b>Engineering Controls:</b>	Normal ventilation.
<b>Personal Protection Measures:</b>	
<b>Respiratory Protection:</b>	Not normally required.
<b>Skin and Body:</b>	Use of gloves is recommended.
<b>Eye Protection:</b>	Safety glasses recommended.
<b>Other Recommendations:</b>	None.

## **SECTION 9 – PHYSICAL AND CHEMICAL PROPERTIES**

<b>Appearance and Odor:</b>	Pink opaque liquid with cherry fragrance.	
<b>Odor Threshold:</b>	Not determined.	
<b>pH:</b>	6.5	
<b>Freezing Point:</b>	32°F	
<b>Boiling Point:</b>	212°F	
<b>Flash Point:</b>	None.	
<b>Evaporation Rate (BUAC=1):</b>	Slower.	
<b>Flammability:</b>	Product is not flammable.	
<b>Flammability or Explosion Limits:</b>	<b>Upper:</b> Not applicable.	<b>Lower:</b> Not applicable.
<b>Vapor Pressure:</b>	Not determined.	
<b>Specific Gravity:</b>	1.000	
<b>Solubility in Water:</b>	Complete.	
<b>Solubility in Other Solvents:</b>	Not determined.	
<b>Partition Coefficient (n-octanol/water):</b>	Not determined.	
<b>Auto-ignition Temperature:</b>	Not applicable.	
<b>Decomposition Temperature:</b>	Not determined.	
<b>Viscosity:</b>	Not determined.	
<b>Other Information:</b>	None.	

## **SECTION 10 – STABILITY AND REACTIVITY**

<b>Reactivity:</b>	No dangerous reaction known under conditions of normal use.
<b>Chemical Stability:</b>	Stable.
<b>Possible Hazardous Reactions:</b>	None known.
<b>Conditions to Avoid:</b>	None known.
<b>Incompatible Materials:</b>	None known.
<b>Hazardous Decomposition Products:</b>	None known.

## **SECTION 11 – TOXICOLOGICAL INFORMATION**

### Routes of Exposure:

Inhalation	Ingestion	Skin	Eye
			X



**Physical, Chemical and Toxicological Effects:**

**Symptoms:** May cause eye irritation with contact with product or mists. This is characterized by redness and swelling of the eye. Prolonged or repeated skin contact may cause irritation or dermatitis.

**Delayed and Immediate Effects as well as Chronic Effects from Short and Long-term Exposure:**

**Sensitization:** Not a skin sensitizer.

**Germ Cell Mutagenicity:** No data available.

**Carcinogenicity:** This product has not been identified as a carcinogen or probable carcinogen by NTP, IARC, or OSHA, nor have any of its components.

**Reproductive Toxicity:** This product does not contain any known or suspected reproductive hazards.

**Specific Target Organ Toxicity:** Eye (Single Exposure).

**Numerical Measures of Toxicity:**

**Product:** Not determined.

**SECTION 12 – ECOLOGICAL INFORMATION**

**Ecotoxicity:** This product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment. An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

**Persistence and Degradability:** Readily biodegradable per 40CFR 796.3200.

**Bioaccumulation:** Not determined.

**Mobility:** Not determined.

**Other Adverse Effects:** None known.

**SECTION 13 – DISPOSAL CONSIDERATIONS****Waste Treatment Methods:**

**Disposal of Wastes:** Dispose of product in accordance with national and local regulations.

**Contaminated Packaging:** Empty containers should be taken to an approved waste handling site for recycling or disposal.

**Other Information:** None.

**SECTION 14 – TRANSPORTATION INFORMATION****DOT:**

**UN Number:** Not listed.  
**Proper Shipping Name:** Compounds Cleaning Liquid.  
**Hazard Class:** Not applicable.  
**Packing Group:** Not applicable.

**SECTION 15 – REGULATORY INFORMATION****US Federal Regulations:**

**TSCA:** All ingredients of this product are listed in the TSCA inventory.  
**SARA 313:** This product contains the following chemical or chemicals subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) and Title 40 CFR 372.

Chemical Name	CAS Number	Percent Weight
None		

**US State Regulations:**

**California:** This product contains the following chemical or chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm: None.

**SECTION 16 – OTHER INFORMATION**

**Issue Date:** November 23, 1985

**Revision Date:** November 19, 2013

Health	Flammability	Reactivity	Personal Protection
0	0	0	X

All information appearing herein is based upon data obtained from the manufacturer and/or recognized technical sources. While the information is believed to be accurate at the time of publication, Momar, Incorporated makes no representations as to its accuracy or sufficiency. Conditions of use are beyond Momar, Incorporated's control; and therefore, users are responsible to verify this data under their own operating conditions to determine whether the product is suitable for their particular purposes; and they assume all risks of their use, handling, and disposal of the product or from the publications or use of, or reliance upon, information contained herein. This information relates only to the product designed herein and does not relate to its use in combination with any other material or in any other process.

# BLOSSOM™

## CONCENTRATED LIQUID DEGREASER & DEODORANT

DESTROYS ODORS CAUSED BY ORGANIC WASTE  
AND DECOMPOSITION

DETERGENT FORTIFIED FOR EASY DEGREASING  
AND SOIL REMOVAL

CONTAINS NO DANGEROUS CAUSTICS, ACIDS,  
BLEACHES, OR OXIDIZERS

PLEASANT, LONG-LASTING, CHERRY BLOSSOM  
FRAGRANCE

Made in the U.S.A.

**MoCHEM®**

Division of Momar, Incorporated  
1830 Ellsworth Industrial Drive, N.W.,  
Atlanta, Georgia 30318

SOLUTIONS FOR THE WORLD SINCE 1947  
www.momar.com • 800.556.3967

*Concentrated cherry blossom detergent solution ideal for malodor neutralization and degreasing. Formulated to remove odors and soils from all water-safe surfaces. The strong cherry blossom fragrance helps to mask odors while the surfactant package works to cut through their source. This non-flammable and non-corrosive solution eliminates odors caused by putrefaction, decay, urine, mildew, cigars, vomit, and other offensive smells.*

**USES:** Excellent for spray-and-wipe, mopping, carpet extraction, and auto-scrubbing applications. Safe on hard and soft surfaces, including wood, natural stones, concrete, glass, carpet, upholstery, and fabric.

**DIRECTIONS:** This product is best used undiluted (neat), but it can be diluted with water as much as a to 1:128 (1 ounce per gallon).

**General Deodorizing:** Use undiluted or prepare a diluted solution. Using a trigger sprayer, liberally spray the source of the malodor. Reapply as necessary for odor control.

**General Cleaning & Degreasing:** Sweep, vacuum, or wipe away as much of the soiled material as possible from the stained surface. Spray or pour Blossom on the affected area, and agitate it with a mop, cloth, or brush. Rinse with water. Repeat if needed. Allow the area to dry.

**Cleaning and Deodorizing Toilet Bowls and Urinals:** Spray or pour liberally on all surfaces, allowing Blossom to remain in bowl or urinal as long as possible before the first flush. Reapply as necessary.

**Carpet Deodorizing:** Pre-test for color fastness. Spray affected area until thoroughly wet. Blot and allow the area to dry. Reapply as necessary.

**Carpet Cleaning:** Wet soiled area and allow to soak for 15 minutes before shampooing or extracting.

**Laundry:** Apply to stain until wet. Let soak for 15 to 30 minutes then launder as usual.

**Drains:** Add one quart daily or as needed to reduce odors.

**PREVENTION:** Wash all exposed skin thoroughly after handling.

**RESPONSE:** IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.

**STORAGE:** Store at temperatures below 120°F in a well-ventilated place, out of direct sunlight. Keep container tightly closed when not in use.

**DISPOSAL:** Dispose of contents/container to approved waste disposal plant in accordance with federal, state, and local regulations.

**SPILLAGE:** Wear appropriate PPE. Avoid spills and clean them up immediately when they occur. Product is slippery. Avoid accidental release of concentrate into sewers or water ways. Contain spill if possible. Absorb on mineral clay absorbent material. Shovel into DOT approved container for disposal.

**WARNING**  
Causes eye irritation.

Emergency Telephone Number (INFOTRAC):  
North America: 1-800-535-5053,  
International: 1-352-323-3500  
FOR INDUSTRIAL AND INSTITUTIONAL USE ONLY.  
NOT FOR HOUSEHOLD USE OR RESALE  
CONSULT SAFETY DATA SHEET (SDS) FOR MORE INFORMATION.  
**KEEP OUT OF REACH OF CHILDREN**

**PRECAUCION: AL USUARIO:** Si usted no lee Inglés, no use este producto hasta que la etiqueta le haya sido explicada ampliamente.  
**(TO THE USER:** If you cannot read English, do not use this product until the label has been fully explained to you.)

**CONTAINS:** Aqua (7732-18-5), C9-11 Pareth-3 (ethoxylated C9-11 alcohols) (68439-46-3), Ethoxylated C10-14 alcohols (66455-15-0), Alkyl C12-16 Dimethylbenzyl Ammonium Chloride (68424-85-1), Ethyl Methylphenylglycidate (77-83-8), Methyl Ionone (1335-46-2), 4-(4-hydroxyphenyl)butan-2-one (5471-51-2), Benzyl Acetate (140-11-4), Ethyl Maltol (4940-11-8), Vanillin (121-33-5), Benzyl Salicylate (118-58-1), Butan-1-yl-3-hydroxybutanoate; butyl-3-hydroxybutyrate (53605-94-0), and Dipropylene Glycol N-butyl Ether (29911-28-2).

For more ingredient information visit: [www.Momar.com](http://www.Momar.com)

ID NUMBER:	---
PROPER SHIPPING NAME:	Compounds Cleaning Liquid
D.O.T. CLASS:	----
PACKAGING GROUP:	----

HEALTH	1	REACTIVITY	0
FLAMMABILITY	0	PERSONAL PROTECTION	B

Lot #:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2022

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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> Palmer & Cay, LLC 3050 Peachtree Road, NW Suite 475 Atlanta GA 30305-2206	<b>CONTACT NAME:</b> Emily Blanton <b>PHONE (A/C, No, Ext):</b> 404-991-6003 <b>E-MAIL ADDRESS:</b> emily.blanton@palmerandcay.com	<b>FAX (A/C, No):</b> 404-991-6060
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Momar, Inc.; AquaTrol; MinTech Services, LLC Superco Specialty Products A Division of Momar Inc AIS Specialty Products, Inc. 1830 Ellsworth Industrial Drive, NW Atlanta GA 30318-3746	<b>INSURER A :</b> Starr Indemnity & Liability Company	
	<b>INSURER B :</b> Lloyds of London	
	<b>INSURER C :</b> Ironshore Specialty Insurance Company	
	<b>INSURER D :</b> Hiscox Insurance Company	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 602738571

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: 10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Pollution/Prod			1000067709221	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Aggregate \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1000679440221	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000337879221	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100000194707	11/1/2022	11/1/2023	<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
D	Professional Liability			ANE1785474.22	7/30/2022	7/30/2023	Each Claim/ Aggregate 2,000,000
B	Excess Professional Liability			B0621PHARR007622	7/30/2022	7/30/2023	Each Claim/ Aggregate 3,000,000
C	Umbrella/Excess Liability			XSCUW0013477000	11/1/2022	11/1/2023	Occurrence/Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Thirty (30) days notice of cancellation applies to the policies.

**CERTIFICATE HOLDER****CANCELLATION**

For Informational Purposes Only

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT J

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print or type name of firm)

Momax, INC

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

*Leslie Treadway*  
Signature of Affiant

Leslie Treadway  
Print Name

8/21/23  
Date

STATE: ~~FLORIDA~~ Georgia  
COUNTY: Cherokee

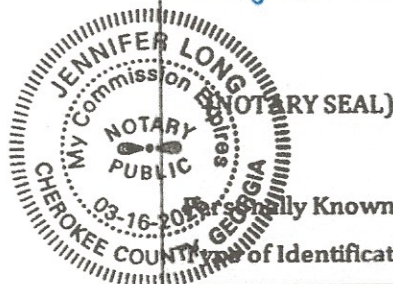
Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway  
Name of person making statement

*Jennifer Long*  
Signature of Notary Public - State of Florida Georgia

Jennifer Long  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification

of Identification Produced





**ATTACHMENT M**

**NON-CONFLICT OF INTEREST STATEMENT**

- A. A. I am the Sales Coordination of Momax, INC with a  
Title MGR. Company Name  
local office in Atlanta, GA and principal office in Atlanta, GA
- B. The entity hereby submits a proposal/offer in response to **ITB 2023-4-UTL, ODOR CONTROL CHEMICALS.**
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

Leslie Treadway  
Signature of Affiant  
Leslie Treadway  
Printed Name & Title  
8/21/23  
Date

STATE: FLORIDA Georgia  
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway  
Name of person making statement

Jennifer Long  
Signature of Notary Public - State of Florida Georgia  
Jennifer Long  
Name of Notary Typed, Printed, or Stamped

OR Produced Identification \_\_\_\_\_  
Type of Identification Produced





**CITY OF ATLANTA**  
55 Trinity Avenue SW  
Suite 1350  
Atlanta GA 30303

**OCCUPATION TAX REGISTRATION CERTIFICATE**  
**VALID ONLY WHEN OCCUPATION REGISTRATION TAX**  
**REQUIREMENTS ARE PAID**

**Business Name:** MOMAR INC  
**Business Location:** 1830 ELLSWORTH IND DR NW  
ATLANTA, GA 30318  
**Owner:**  
**License Number:** LGB-000335-2020  
**Issued Date:** 2/15/2023  
**Expiration Date:** 12/31/2023

**Business Type(s):** 325411 Medicinal and Botanical  
Manufacturing  
**Mailing Address:** 1830 ELLSWORTH IND DR NW  
ATLANTA, GA 30318  
**License Type:** General Business License  
**Classification:** Retail Trade

*Mohamed Balla*

Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S) IS REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270 THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

**TO BE POSTED IN A CONSPICUOUS PLACE**



**ATTACHMENT C**  
(Page 1 of 2)

**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 the CITY OF COOPER CITY, FLORIDA

by: Leslie Treadway Sales Coordination Mgr.  
(print individual's name and title)  
for: Momax, INC  
(print name of entity submitting sworn statement)

whose business address is: 1830 Ellsworth Ind. DR. Atlanta GA.  
and (if applicable) its Federal Employer Identification Number (FEIN) is: 58-0524461 30318

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_).

- 2. 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 of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(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, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - 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, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 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.



**ATTACHMENT C**  
(Page 2 of 2)

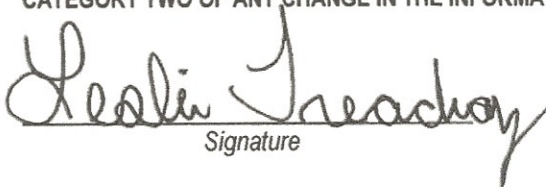
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

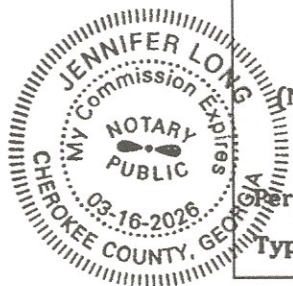
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This 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).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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



STATE:	<u>FLORIDA Georgia</u>
COUNTY:	<u>Cherokee</u>
Sworn to (or affirmed) and subscribed before me this <u>22</u> day of <u>August</u> , 20 <u>23</u> by: <u>Leslie Treadway</u>	
<small>Name of person making statement</small>	
<u>Jennifer Long</u> <u>Georgia</u>	
<small>Signature of Notary Public - State of Florida</small>	
<u>Jennifer Long</u>	
<small>Name of Notary Typed, Printed, or Stamped</small>	
Personally Known <input checked="" type="checkbox"/> OR Produced Identification <input type="checkbox"/>	
Type of Identification Produced _____	

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Momar Incorporated</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <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         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> 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.         </p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>P.O. Box 19569</b></p> <p><b>6</b> City, state, and ZIP code <b>Atlanta, GA 30325</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**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.

<b>Social security number</b>										
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-	-	-	-							
<b>OR</b>										
<b>Employer identification number</b>										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black;">5</td> <td style="width: 12.5%; border: 1px solid black;">8</td> <td style="width: 12.5%; border: 1px solid black;">-</td> <td style="width: 12.5%; border: 1px solid black;">0</td> <td style="width: 12.5%; border: 1px solid black;">5</td> <td style="width: 12.5%; border: 1px solid black;">2</td> <td style="width: 12.5%; border: 1px solid black;">4</td> <td style="width: 12.5%; border: 1px solid black;">4</td> <td style="width: 12.5%; border: 1px solid black;">6</td> <td style="width: 12.5%; border: 1px solid black;">1</td> </tr> </table>	5	8	-	0	5	2	4	4	6	1
5	8	-	0	5	2	4	4	6	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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Jamela Brown</i>	Date ▶ <i>1/5/23</i>
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## 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](http://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-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.*