

HARFORD COUNTY PRICE AGREEMENT

BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

AGREEMENT NO. 25-004

THIS AGREEMENT made and entered into this 19th day of August 2024, by and between **HARFORD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, hereinafter referred to as "County" and **SHANNON CHEMICAL CORPORATION, P.O. Box 376, Malvern, Pennsylvania 19355**, hereinafter referred to as "Contractor".

WITNESSETH:

SECTION I: SCOPE

That, in and for the consideration hereinafter stated, the Contractor hereby agrees to provide the bulk chemical(s) as indicated below (hereinafter collectively "Chemicals") for water and wastewater treatment on an as-required basis during the term of this Agreement in accordance with the provisions of Invitation for Bids No. 25-004, Addendum No. 1 dated May 9, 2024, Addendum No. 2 dated May 9, 2024, and the Contractor's bid dated April 25, 2024 (attached as Exhibit 1) ("Bid"), all of which are incorporated herein as if set forth in full.

<u>ITEM/CHEMICAL</u>	<u>UNIT PRICE</u>
HC-11 Phosphoric Acid 75% - 55 gal drums	\$1,1414.77/wet ton

The Contractor shall be the back-up Contractor to supply the following Chemical, if the main Contractor is unable to supply the Chemical:

HC-6 Hydrofluorosilicic Acid - 21% - 23% - 55 gal drums	\$1,157.17/wet ton
HC-7 Hydrofluorosilicic Acid - 21% - 23% - Bulk tanker	\$877.00/wet ton

SECTION II: TERM

A. The term of this Agreement ("Term") shall commence on July 1, 2024, and continue for one (1) year, with the County having the exclusive option of extending the Agreement for five (5) additional one (1) year periods under the same terms, conditions, and prices. The option to extend shall be exercised in writing no fewer than thirty (30) days prior to the expiration of the current Term.

B. **ECONOMIC PRICE ADJUSTMENT:** All prices offered herein shall be fixed for the first year of the contract. It shall be the Contractor's responsibility to notify the agency sixty (60) days in advance of the expiration of the current contract term of any request for a unit price increase. The Contractor shall submit a written request for a price increase by

furnishing bona-fide manufacturer's documents or price list reflecting the changes they have incurred. Increases shall be limited to the actual cost increase to the Contractor during the contract term. Adjustments in price will be limited to one (1) adjustment per contract year. If the price increase is approved, the price will remain firm for the renewal term requested. The agency reserves the right to accept, negotiate, or reject the request for a price increase within thirty (30) days after the written request is submitted.

SECTION III: TYPE OF AGREEMENT

A. This is one of multiple Price Agreements entered into by the County under Agreement No. 25-004 under which the County may during the term of the agreements obtain its normal requirements for bulk chemicals from the selected contractors and each contractor shall provide bulk chemicals which the County requires in its operation.

B. Should an emergency arise for bulk chemicals which none of the selected contractors cannot supply, the County reserves the right to contract said services from other sources to meet these emergency needs without prejudice to the Agreement.

SECTION IV: QUANTITIES

Actual requirements are unknown at this time and may be more or less than the quantities estimated in the Invitation for Bids, if such estimates are provided. Any quantities ordered by the County during the Term shall be billed at the unit prices set forth in the Agreement. The County also reserves the right not to order any quantities if it is found that such services/goods are not required during the Term. Quantities stated in the Invitation for Bids are estimates and are not guaranteed amounts.

SECTION V: AGREEMENT SUM

The amount to be paid for the performance of all services required under this Agreement shall not exceed the total agreement sum of Five Million Dollars and No Cents (\$5,000,000.00) per year for all contractors providing bulk chemicals to the County under Agreement No. 25-004.

SECTION VI: PAYMENTS

The County agrees to pay the Contractor, as consideration for the full and faithful performance of this Agreement, at unit prices set forth in the Bid for goods or services ordered and received by the County. The Contractor shall invoice the County monthly for quantities provided. Payment to the Contractor shall be within thirty (30) days after receipt and acceptance of invoices covering goods or services provided during the month.

SECTION VII: WARRANTIES

- A. Title of goods conveyed to the County shall be good and its transfer rightful.
- B. The goods shall be delivered free from any security interest or other lien or encumbrance.
- C. All warranties provided by the Uniform Commercial Code, as amended, are a part of this Agreement.

SECTION VIII: INSURANCE REQUIREMENTS

Please see Exhibit 2, which is attached and incorporated herein, for the insurance requirements for this Agreement.

SECTION IX: NON-COLLUSION

The Contractor, his agents, servants and/or employees, to the best of their knowledge and belief, have not in any way colluded with anyone for or on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over other suppliers, nor have they colluded with anyone for or on behalf of the Contractor, or themselves, to gain any favoritism in the award of this Agreement.

SECTION X: NON-DISCRIMINATION

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

SECTION XI: TERMINATIONS

- A. Termination for Convenience:

The performance of work under this Agreement may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Contractor shall not be reimbursed for any profits that have not been earned up to the date of termination.

B. Termination for Cause:

If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of the creditors, or if a receiver is appointed on account of its insolvency, or if it persistently refuses or fails to perform the work indicated in this Agreement or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of this Agreement, then the County Director of Procurement or his/her designee, after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) calendar days' written notice, terminate the Agreement of the Contractor. All monies due the Contractor or becoming due hereunder at the time of termination for cause shall be forfeited.

SECTION XII: WRITTEN NOTICES

Any notices and correspondence hereunder shall be in writing and shall be deemed sufficiently given, if (A) hand delivered, (B) sent via first class U.S. mail, certified mail, or overnight courier service, (C) sent via electronic mail or (D) sent via facsimile:

Any notice required by this Agreement is to be sent to the Contractor at:

Shannon Chemical Corporation
P.O. Box 376
Malvern, Pennsylvania 19355
Attn: Daniel C. Flynn
dcflynn@shannonchem.com

Any notice required by this Agreement is to be sent to the County at:

Harford County, Maryland
Department of Procurement
220 South Main Street
Bel Air, Maryland 21014
Attn: Karen D. Myers
NIGP-CPP, CPPO, CPPB, CTPS, CPCP, CMPA
Director, Department of Procurement
kcwolcott@harfordcountymd.gov

All invoices are to be sent to the user department at the following address:

Harford County, Maryland
Department of Public Works
Division of Water and Sewer
1212 Chelsea Road
Perryman, Maryland 21130
Attn: Christine Warfield
cwarfield@harfordcountymd.gov

SECTION XIII: CHANGES

No modification shall be made to this Agreement without the express authorization of the Harford County Director of Procurement and, where necessary, the County Board of Estimates as appropriate. No modification shall be effective unless made in writing and signed by the parties of this Agreement.

SECTION XIV: LAWS

The Contractor hereby warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement; and it further agrees to comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this Agreement.

This Contract shall be governed by the laws of the State of Maryland and Harford County, Maryland, and where applicable, any federal law or regulation.

SECTION XV: SUPREMACY CLAUSE

In the event of a conflict between the terms and conditions, as amended, of this Contract and the design documents and any document referenced therein or any document submitted by the Contractor, the parties agree that this Contract shall control interpretation of any inconsistency. However, the documents shall, to the greatest extent possible, be construed to be consistent. No terms contained in a proposal or purchase order submitted by Contractor relating to payment, termination or modification of this Contract, indemnification, claims, damages, disputes or governing law shall be effective unless agreed to by the parties in a change order executed pursuant to Section XII.

SECTION XVI: INDEMNIFICATION

The Contractor shall indemnify, defend, and save harmless the County, its directors, officers, agents, servants and employees, from any and all suits, actions, damages or costs, of every nature and description to which the County may be subjected or put by reason of injury to persons or property as a result of the work performed hereunder by the Contractor, if caused by an intentional act of the Contractor, his servants or his agents, or by the negligence or carelessness of the Contractor, his servants or his agents.

SECTION XVII: eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

SECTION XVIII: EXECUTION IN COUNTERPARTS

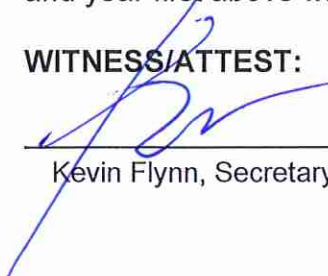
This Agreement may be executed in one or more counterparts which shall be deemed valid if delivered electronically (e.g., facsimile, PDF, ink or digital stamp, etc.), each of which will be considered an original instrument, but all of which will be considered one and the same Agreement and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other.

SECTION XIX: AUTHORITY TO EXECUTE

The person executing this Contract on behalf of Contractor represents, warrants and affirms, under penalty of perjury, that he/she has the authority to bind Contractor to this Contract.


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

WITNESS/ATTEST:



Kevin Flynn, Secretary

SHANNON CHEMICAL CORPORATION

BY: 

Signature

Daniel C. Flynn, President

Print Name and Title

HARFORD COUNTY, MARYLAND

BY: ^{DocuSigned by:} Karen Myers
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Karen D. Myers
NIGP-CPP, CPPO, CPPB, CTPS, CPCP, CMPA
Director, Department of Procurement

^{DS}
kw

^{DS}
MS

Approved for form and legal sufficiency.

Approved for financial sufficiency.

^{Signed by:} Margaret Hartka
5464F40DE96E466...
^{DS}
SR
Margaret Hartka
Deputy County Attorney

^{DocuSigned by:} Robert Sandlass
5868F7E2BE7A44B...
^{DS}
SD
Robert F. Sandlass, Jr.
Treasurer

Reviewed and Concur.

^{Signed by:} Joseph Siemek
E3FA134BDE454D6...
^{Initial}
SD
Joseph J. Siemek, P.E.
Director, Department of Public Works

Approved by the Board of Estimates on the 18th day of June 2024.

This Agreement was fully executed on the 19th day of August 2024.

ENTITY NAME: Shannon Chemical Corporation

SUBMIT ONE (1) ORIGINAL SET OF BID FORMS

BID FORM

BID NO. 25-004

Bulk Chemicals

TO: Department of Procurement
Keith Wolcott
Harford County, Maryland
220 South Main Street
Bel Air, Maryland 21014

From: Shannon Chemical Corporation

P.O. Box 376

Malvern, PA 19355

Basis of Award:

1. Contract award may be based on the lowest responsive and responsible bidder. In addition to price, consideration may be given to the following when determining the lowest responsive and responsible bidder: what is in the best interest of Harford County, Maryland; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.
2. All bidders must be prequalified in all areas specified if applicable.

BF-1

10/8/19

ENTITY NAME: Shannon Chemical Corporation

3. All bidders **must be** registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340.
Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941.

*" a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country." Sec. 1-101 Annotated Code of Maryland Corporations and Associations.

- 4. All bidders **must be** in good standing with Harford County, Maryland. Bidders must resolve any outstanding taxes, fees or accounts with Harford County.
- 5. Award may be made to the lowest responsive and responsible bidder who meets all requirements as specified in Numbers 1-4 above at time of award.

6. Bid Checklist – Failure to meet requirements A-E below, will result in your bid being rejected as non-responsive:

A. We are in good standing with State and Local Governments. Yes No
Dept. ID as recorded by Maryland Dept. of Assessments and Taxation: F11905726

B. We are pre-qualified with Harford County in all stated areas (if applicable). Yes No N/A

Date of Certificate Expiration: _____

C. We are submitting the Bid Bond (If Applicable). Yes No N/A

D. We are submitting one (1) Original Bid Form. Yes No

ENTITY NAME: Shannon Chemical Corporation

E. We acknowledge it is the bidder's responsibility to check the Harford County Bid Board for any and all addenda. We have completed the Addendum Acknowledgement table below, and we further understand that failure to complete this section may cause our submittal to be deemed non-responsive.

Yes No N/A

Addendum Acknowledgement	
Addendum No.	Date of Addendum

Insurance Requirements:

I certify that the insurance requirements herein have been reviewed and will be complied with if awarded a contract as a result of this solicitation.

Acknowledgement/Initials DCF

ENTITY NAME: Shannon Chemical Corporation

**IFB NO. 25-004
BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT**

BID FORM

Carroll County, Maryland

Bid Item	Chemical	Container/Delivery Type	Est. Annual Quantity	Unit of Measure	Source of Supply	Unit Price	Total Price
CC-1	Sodium Hydroxide 50% aka caustic soda	Bulk	3,499 gallons	Gallon			no bid
CC-2	Sulfuric Acid	2,600lb tote	20,800lbs	Pound			no bid
CC-3	Citric Acid CMD 150	3,400lb tote	7,800lbs	Pound	Shannon Chemical Corporation	\$1.07/#	\$8,346.00
CC-4	Sodium Hypochlorite	Bulk	14,416 gallons	Gallon			no bid
CC-5	Poly Orthophosphate (P722)	275 gallon tote	4 totes	Tote	Shannon Chemical Corporation	\$2,287.47/tote	\$9,149.88
CC-6	Sodium Bisulfite 30-40%	Bulk	10,800lbs	Pound			no bid
CC-7	Hydrofluorosilicic Acid 23-25%	Bulk	9,200lbs	Pound			no bid
CC-8	Potassium Permanganate-Calrox	150kg Drum	660lbs	Pound			no bid
CC-9	Solar Salt	50lb bag	1,470 bags	Bag			no bid
CC-10	Delpac XG	Bulk	5,000 gallons	Bulk – not by tote			no bid

ENTITY NAME: Shannon Chemical CorporationIFB NO. 25-004
BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

BID FORM

City of Havre de Grace

Bid Item	Chemical	Container/Delivery Type	Estimated Frequency	Unit of Measure	Source of Supply	Unit Price	Total Price
HG-1	Liquid Chlorine	150 lb. cylinder	9 cylinders 12/year				\$ no bid
HG-2	Poly-Aluminum Chloride (DelPac 2020)	1000 gallons	12/year				\$ no bid
HG-3	Activated Carbon	50 lb bags	2 pallets 2/year				\$ no bid
HG-4	Poly-Ortho Phosphate	550 gallons	2 totes 1/year	gallon	Shannon Chemical Corporation	\$8.17/gal	\$ 8,987.00
HG-5	Liquid Sodium Fluoride	500 gallons	1/year				\$ no bid
HG-6	Caustic 50%	750 gallons	4/year				\$ no bid
HG-7	Polyaluminum Chloride (DelPac 1525)	4000 gallons	4/year				\$ no bid
HG-8	Caustic 25%	4000 gallons	4/year				\$ no bid
HG-9	Micro - C	3000 gallons	1/year				\$ no bid
HG-10	Lime	50 lb. bag	1 pallet per year				\$ no bid
HG-11	Hypochlorite	4000 gallons	2/year				\$ no bid

ENTITY NAME: Shannon Chemical Corporation

**IFB NO. 25-004
BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT**

BID FORM

Harford County, Maryland

Bid Item	Chemical	Container/Delivery Type	Est. Annual Quantity	Unit of Measure	Source of Supply	Unit Price	Total Price
HC-1	Caustic Soda (25%)	Mini-Bulk	2,000	Gallons			no bid
HC-2	Caustic Soda (25%)	Bulk	1,200	Wet Tons			no bid
HC-3	Chlorine (100%)	2000 lb. Cylinders	100	Wet Tons			no bid
HC-4	Ferric Chloride (37% - 42%)	Bulk Tanker	1,600	Wet Tons			no bid
HC-5	Ferric Sulfate (13% Fe)	Tanker	635	Dry Tons			no bid
HC-6	Hydrofluorosilicic Acid (21% - 23%)	55 gallon Drums	18	Wet Tons	Shannon Chemical Corporation	\$1,157.17 per wet ton	\$20,829.06
HC-7	Hydrofluorosilicic Acid (21% - 23%)	Bulk Tanker	50	Wet Tons	Shannon Chemical Corporation	\$877.00 per wet ton	\$43,850.00
HC-8	Liquid Alum (49.5%)	Mini-Bulk	13	Wet Tons			no bid
HC-9	Methanol	Mini-Bulk	8,400	Gallons			no bid
HC-10	Methanol	Bulk	190,000	Gallons			no bid
HC-11	Phosphoric Acid (75%)	55 gallon Drums	22	Wet Tons	Shannon Chemical Corporation	\$1,1414.77 per wet ton	\$31,124.94
HC-12	Polymer P1 - Thickening WAS	Bulk Tanker	450	Wet Tons			no bid
HC-13	Polymer P2 - Dewatering	Bulk Tanker	322,000	Pounds			no bid
HC-14	Polymer P3 - Coagulant Aid	55 lb Bags	2	Dry Tons			no bid
HC-15	Polymer P4 - Filtering Aid	55 gallon Drums	5	Wet Tons			no bid
HC-16	Polymer P10 - Settling Aid	55 lb. Bags	1	Dry Tons			no bid
HC-17	Potassium Permanganate	330 lb. Drums	7,000	Pounds	Shannon Chemical Corporation	\$2.63/#	\$18,410.00
HC-18	Powdered Activated Carbon	1000 lb. Sacks	14	Dry Tons			no bid
HC-19	Soda Ash Dense (58% Active)	50 lb. Bags	30	Dry Tons			no bid
HC-20	Soda Ash Dense (58% Active)	Bulk Tanker	1,237	Dry Tons			no bid

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BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

BID FORM

Harford County, Maryland (continued)

Bid Item	Chemical	Container/ Delivery Type	Est. Annual Quantity	Unit of Measure	Source of Supply	Unit Price	Total Price
HC-21	Sodium Bisulfite	55 gallon Drums	5	Wet Tons			no bid
HC-22	Sodium Hypochlorite (12%)	55 gallon Drums	2,060	Gallons			no bid
HC-23	Sodium Hypochlorite (12%)	400 gallon Mini-Bulk	3,450	Gallons			no bid
HC-24	Sodium Hypochlorite (12%)	1000 gallon Mini-Bulk	12,625	Gallons			no bid
HC-25	Sodium Hypochlorite (12%)	Bulk Tanker	425	Wet Tons			no bid
HC-26	Sodium Silicofluoride	50 lb. Bags	1	Dry Tons			no bid
HC-27	Sulfur Dioxide (100%)	2000 lb. Cylinders	75	Wet Tons			no bid

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Discount of Terms of Payment may be considered in determining the award at the sole discretion of the County. Any other considerations for the award will be stated on the specifications and proposal.

Payment Terms: The payment terms shall be considered net 30 days unless otherwise indicated below by the bidder.

Payment Terms: 0 % net 30

(Example, 2% net 15 days. A 2% discount if Harford County pays in 15 days).

If a discounted payment is not applicable to your bid, please initial here to confirm that a discount does not apply. DCF

Carroll County does not offer a price discount.

This bidder, in compliance with the above-captioned Invitation for Bids has examined the plans, specifications and related documents, and the site of the proposed work (as applicable), is familiar with all the conditions surrounding the proposed project including materials, supplies and services to complete the project in accordance with the contract documents.

Bidder agrees to perform all work described in this Invitation for Bids, for the prices set forth on the Bid Form.

Within 10 days after receiving notice of acceptance of this bid, Bidder will execute the formal contract and deliver it to the Harford County Department of Procurement, with the bonds (if applicable) as required by the General Instructions.

The Bid Deposit attached (if applicable) in the sum of five percent (5%) of the total bid amount becomes the property of the County in the event the contract and bonds are not executed and delivered within the time set forth above, as liquidated damages for the delay and additional expense to the County caused thereby.

ENTITY NAME: Shannon Chemical Corporation

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) President and the duly authorized representative of (name of business) Shannon Chemical Corporation and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

In preparing its bid or proposal on this project, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid or proposal submitted by the bidder or proposer on this project, and terminate any contract awarded based on the bid or proposal. As part of its bid or proposal, the bidder or proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder or proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder or Proposer agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under the State Finance and Procurement Article of the Annotated Code of Maryland.

ENTITY NAME: Shannon Chemical Corporation

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

None

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

None

ENTITY NAME: Shannon Chemical Corporation

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

F. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or proposal price of the bidder or proposer or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or proposal is submitted.

G. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the

ENTITY NAME: Shannon Chemical Corporation

aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 *et seq.* of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (Check one) Maryland (domestic) corporation
 foreign (non-Maryland) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: InCorp Services, Inc.

Address: 1519 York Road, Lutherville, MD 21093

(If not applicable, so state).

ENTITY NAME: Shannon Chemical Corporation

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

K. TROPICAL HARDWOOD AND TROPICAL HARDWOOD PRODUCTS

Acknowledging §41-19.1 of the Harford County Code, which prohibits the County from making or renewing a contract that requires the use of the tropical hardwoods and tropical hardwood products except in cases where the Director of Procurement determines (1) that there is no acceptable non-tropical hardwood equivalent; or (2) tropical hardwood is required for restoration of a structure designated as historic under federal, state or county law, and requires that any bid or proposal that does not contain this certification be rejected,

I FURTHER AFFIRM THAT:

No tropical hardwoods or tropical hardwood products (Acapu, Afrormosia, Almon, Amaranth, Amazaque, Aningeria, Apitong, Blasa, Banak, Bella Rosa, Bengé, Boire, Bubinga, Cativor, Chenchen, Concobolo, Cordia, Ebony, Gaboon, Iroko, Koa, Koto, Red Lauan, White Lauan, Tanguile, Limba, Louro, Africa Mahogany, American Mahogany, Makore, Movingui, African Padauk, Angola Padauk, Peroba, Purpleheart, Ramin, Rosewook, Sapele, Sonora, Teak, Tigerwood, Wenge, or Zebrawood) shall be supplied to the County or used in connection with the Contract, except as specifically approved by the Director of Procurement.

ENTITY NAME: Shannon Chemical Corporation

L. COMPLIANCE WITH LAWFUL ENTITLEMENT TO WORK

I FURTHER AFFIRM THAT:

I will warrant and, if requested, shall certify in writing that neither the above business nor any subcontractor or supplier thereto shall employ an illegal alien or any individual for this project while knowing the illegal alien or individual is not authorized to work within the United States of America or otherwise fail to comply with all requirements of the federal immigration and naturalization laws, including verification and record keeping requirements.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 04/25/24 By Daniel C. Flynn, President *DCF*
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN): 23-1856793

ENTITY NAME: Shannon Chemical Corporation

The undersigned acknowledges they have read the Invitation for Bids and all addenda including those posted on the County's website and hereby submits the above Bid.

BID SUBMITTED BY:

<p style="text-align: center;">Shannon Chemical Corporation</p> <hr/> <p style="text-align: center;">ENTITY NAME (Must be entity name as registered with Maryland State Department of Assessments & Taxation)</p> <p style="text-align: center;">Daniel C. Flynn, President</p> <hr/> <p style="text-align: center;">REPRESENTATIVE & TITLE (TYPE OR PRINT)</p> <p style="text-align: center;"><i>DCM - PRESIDENT</i></p> <hr/> <p style="text-align: center;">REPRESENTATIVE & TITLE (SIGNATURE)</p> <hr/> <p style="text-align: center;">P.O. Box 376, Malvern, PA 19355</p> <hr/> <p style="text-align: center;">ADDRESS</p> <hr/> <p style="text-align: center;">04/25/24</p> <hr/> <p style="text-align: center;">DATE</p>	<hr/> <p style="text-align: center;">610-363-9090</p> <hr/> <p style="text-align: center;">TELEPHONE NUMBER</p> <hr/> <p style="text-align: center;">610-524-6050</p> <hr/> <p style="text-align: center;">FAX NUMBER</p> <hr/> <p style="text-align: center;">dcflynn@shannonchem.com</p> <hr/> <p style="text-align: center;">E-MAIL ADDRESS</p> <hr/> <p style="text-align: center;">n/a</p> <hr/> <p style="text-align: center;">MD. CONTRACTOR'S LICENSE NO.</p> <hr/> <p style="text-align: center;">n/a</p> <hr/> <p style="text-align: center;">DATE AND PLACE OF ISSUE</p>
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Per Section 1(h) of the General Instructions, if company is unincorporated, list below the names and addresses of individuals composing the firm.

Name _____ Address _____

Name _____ Address _____

**Insurance Requirements
Harford County, Maryland**

Basic Insurance Requirements

The coverage required below will not be limited by any other provisions in the contract documents or elsewhere. Contractor must comply and cause all sub-contractors of any level to comply, with the following minimum insurance requirements.

Minimum limits required:

Commercial General Liability:

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Damage to Premises Rented to You	\$500,000
Medical Expense Limit	\$10,000

ISO form CG 00 01 or equivalent

Aggregate limit to apply per project/per location

Coverage must be on Occurrence form, covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all Subcontracts. "Claims Made" is not acceptable.

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

Additional Insured Endorsement Form Required:

CG 20 10 Additional Insured-Owners, Lessees or Contractors (Premises/Operations)

AND

CG 20 37 Additional Insured-Owners, Lessees or Contractors (Products / Completed Operations)

No other forms are acceptable unless equivalent to CG 20 10 and CG 20 37. Both endorsements are required and edition date of 11-85; where available. If not available, then edition dates of 10-01 are acceptable.

Coverage may not exclude or limit coverage for:

- a) If applicable, coverage for work performed on single or multi-family housing (residential construction);
- b) Cross liability exclusions except Named Insured vs. Named Insured;
- c) Exclusions for the Contractor's scope of work;
- d) Explosion, Collapse and Underground;
- e) Contractual Liability (beyond standard ISO GL form);
- f) The Employers' Liability exclusion may not exclude coverage for an employee of "any" insured, only employees of a "Named" Insured.

Commercial Auto Liability:

ISO form CA 00 01 or equivalent
\$1,000,000 Each Accident (bodily injury, death or property damage)

Includes owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor. This insurance shall also be endorsed to include coverage for claims under the Motor Carrier Act of 1980 (e.g., MCS-90 endorsement) resulting from the transportation of materials identified as hazardous during the performance of the work or services and ISO form CA 99 48 Pollution Liability for spills, upsets and overturns while in transport, where applicable.

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

**Workers Compensation:
Employers Liability Limits:**

Statutory Benefits as required by law

Bodily Injury by Accident - Each Accident
Bodily Injury by Disease - Policy Limit
Bodily Injury by Disease - Each Employee

\$100,000
\$500,000
\$100,000

The policy (ies) shall include "other states" coverage. Coverage shall be provided by the Contractor whether or not such party utilizes some or all of its own employees, leased employees, temporary employees or other labor services, and shall include voluntary compensation coverage and, where the Contractor has leased employees, alternate employer endorsement, and occupational disease coverage shall be included for the injuries or claims thereunder of such employees.

Waiver of Subrogation endorsement in favor of Harford County, Maryland and its elected or appointed officials, related entities and employees.

Commercial Umbrella:

Coverage to be as broad as primary including Additional Insured as required hereunder

Each Occurrence and in the Aggregate

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

Providing Coverage following the form of the underlying Employers' Liability, Commercial General Liability, and Commercial Automobile Liability Policies.

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

Contractor's Property Insurance

Under no circumstances will Harford County, Maryland be liable for any loss or damage to any property.

Property Insurance must include:

All owned and rented equipment and tools, including employee tools, used for the work

Perils:

Special Form perils including Theft

Deductible no higher than

\$1,000

Valuation:

Replacement Cost

Contractor waives any claims and rights of recovery against Harford County, Maryland and it's elected or appointed officials, related entities and employees.

Contractors Pollution Liability – Only required for subcontractors

\$1,000,000 each loss

\$3,000,000 annual aggregate

This policy shall cover losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect throughout the statute of repose, following Final Completion of the Work, whichever is longer. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has not been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). The pollution liability insurance policy shall cover the liability of Contractor during the process of inspection, investigation, construction, removal, storage, encapsulation, transport, cleanup and disposal of hazardous materials/waste, contaminated soil, or asbestos abatement. There shall be neither an exclusion nor a sublimit for microbial matter (including viruses) related claims.

If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work and that continuous coverage shall be maintained or an Extended Reporting Period shall be obtained throughout the statute of repose, following final completion of the work.

Waiver of Subrogation endorsement in favor of Harford County, Maryland and its elected or appointed officials, related entities and employees.

Policy shall not contain any of the following exclusions or limitations:

- Contractual liability for liability assumed by the Contractor in connection with the agreement;
- Lead, silica, mold/fungus or asbestos;
- Pollution or environmental conditions;

- Waste brokering, waste site selection, or arranging for disposal;
- Underground storage tanks;
- Insured versus insured exclusion;
- Punitive damages (Policy shall provide coverage for fines/penalties/ and punitive damages where insurable by law);
- Damage to work performed by the Named Insured;
- Naturally occurring substances;
- Natural Resource Damages (NRDs);
- EIFS;
- Cost to repair or replace subcontractors work;
- Transportation pollution conditions that arise from or in connection with the transportation of any waste or waste materials on, off, or away from the project site;
- Disposal liability covering pollution conditions on, at, under or emanating from any disposal site, location or facility used by or on behalf of the Contractor for the disposal of any waste or waste materials in connection with this project

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

ADDITIONAL REQUIREMENTS

1. All policies must be written with insurers maintaining an A.M. Best Rating of A-IX or better and admitted doing business in the State where the contract is to be performed.
2. Where applicable, all requirements in the Prime contract are required to be met in addition to these requirements. Where conflicts exist, the greater requirement shall apply.
3. General Liability coverage for Premises & Operations and Products & Completed Operations is to be maintained throughout the project and maintenance phases. Evidence of such insurance must be provided at inception of the contract, and annually thereafter during the project and maintenance phases.
4. The additional insured coverage shall apply to both ongoing and completed operations.
5. All coverage required in this contract, with the exception of Worker's Compensation, must be primary and non-contributory to any insurance maintained by Harford County, Maryland. "Primary and non-contributory" in this clause means that Contractor's policies must provide coverage before any other applicable policy of insurance, deductible or self-insured retention program maintained by Harford County, Maryland without seeking contribution from other insurance carried by Harford County, Maryland and its elected or appointed officials, related entities and employees.
6. No deductible or self-insured retention shall apply to any insurance required hereunder without the express written consent of Harford County, Maryland. Should Harford County, Maryland agrees to a deductible or self-insured retention, Contractor agrees to be responsible for defense, including all claims and investigation expenses and any loss payments to the extent coverage would have been provided by the insurer had no deductible or self-insured retention applied to such insurance. Harford County, Maryland may provide express written consent for a deductible or self-insured retention at the County's discretion, if requested by the Contractor prior to any project work beginning.
7. Each policy must be endorsed to require at least 30 days' notice of cancellation (10 days for non-payment of premium) to Harford County, Maryland. If, after reasonable effort, Contractor is unable to secure such endorsement, Contractor must provide Harford County, Maryland written notice of any cancellation within 3 working days of any written or oral notice of such cancellation.
8. Contractor waives all rights against Harford County, Maryland to the extent of any insurance carried or required to be carried under this agreement. Policies of insurance must be endorsed, as needed, to provide such waivers. Such waivers will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the

- insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Such waiver shall also apply to the extent that any deductible or self-insured retention applies to any such policy and to the extent that the insured party is underinsured.
9. These requirements apply to all work done at any time in connection with or related to this project including any warranty, rework or additional work performed following the completion of this contract, except that the products and completed operations coverage under the Commercial General Liability and coverage under the Professional Liability insurance shall be maintained (or if applicable, an Extended Reporting Period shall be obtained) throughout the statute of repose, following final completion of the work.
 10. Neither failure to monitor compliance with these requirements nor failure to identify a deficiency from evidence provided will be considered a waiver of such requirements.
 11. Failure to obtain and to keep in force any of the required insurance coverage shall be deemed sufficient cause for termination of this contract for default.
 12. Contractor's or Subcontractors' liability shall not be limited to the limits of any required insurance.
 13. Harford County, Maryland shall not be liable for payment of any premiums under any required policies of insurance.
 14. Harford County, Maryland reserves the right to require complete copies of all required insurance policies at any time. If requested, copies must be furnished within 10 working days from the date of the request.
 15. All subcontractors will be required to comply with the above requirements and insurance coverage as well. It is the Contractor responsibility to obtain certificates from Subcontractors as evidence of compliance, and all shall include Harford County, Maryland and its elected or appointed officials, related entities and employees as an Additional Insured. However, limits required may be lower at the discretion of Harford County, Maryland or the Contractor.
 16. The contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every Subcontractor who shall be engaged in the work, to comply with and qualify under such laws.
 17. The Contractor shall save the County harmless against loss or damage arising from the Contractor's failure to comply with and qualify under such laws.
 18. The Contractor agrees that if, by any reason of its failure, or failure of any such Subcontractor to comply with and qualify under said laws, the County shall be required at any time to pay any sum because any employee of Contractor or Subcontractor is or shall be considered as the employee of the County as provided in such Workers' Compensation laws, the Contractor shall repay to the County such sums paid by the County.
 19. Evidence satisfactory to the County that the Contractor and each of its Subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.
 20. Policies for Commercial General Liability insurance must be written to protect the Contractor against claims arising from operations of Subcontractors.
 21. In all cases, Certificates of Insurance shall be forwarded to the County. The County shall be listed for notification in event of cancellation. Certificates must be submitted along with the signed Contract.
 22. In the event the Contractor enters into subcontract for the work to be performed, it shall be the obligation of Contractor to require the Subcontractor maintain all insurances specified in the Contract, in like form and amount, and to include Harford County, Maryland and its elected or appointed officials, related entities and employees to be named additional insured under Subcontractor's liability policies. All policies of Subcontractor shall be primary and non-contributory, with the exception of the Workers' Compensation, to any coverage or self-insurance program available to the County and shall include waiver of each insurer's rights of subrogation in favor of the County.
 23. Contractors or Subcontractors may at their own cost and expense obtain additional insurance to that which is required by the County under this Contract.
 24. To the fullest extent permitted by law, the Contractor agrees to indemnify and save harmless Harford County, Maryland, from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), which the County may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with providing goods or services) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the negligence or wrongful acts of the Contractor (or

- any of his employees) or any person, firm or corporation (or any employees thereof) directly or indirectly employed or engaged by the Contractor.
25. Contractor or subcontractor shall give prompt notice to Harford County, Maryland in the event of any accident or occurrence on the premises or related in any way to this contract
 26. Limits required may be purchased in any combination of primary and excess to achieve the required total limits.

DOCUMENTATION TO BE SUBMITTED PRIOR TO THE START OF THE WORK AND AT EACH INSURANCE RENEWAL OR REPLACEMENT UNTIL INSURANCE IS NO LONGER REQUIRED

- a. Certificates of Insurance, Certificate Holder must read:
 - Harford County, Maryland
 - 220 South Main Street
 - Bel Air, MD 21014
- b. Contract Number shall be referenced in the Description of Operations
- c. Copy of Additional Insured endorsement(s)
- d. Copy of Waiver of Subrogation endorsement on Workers Compensation policy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2024

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).

PRODUCER
SASSA & CONCANNON INSURANCE
PO Box 187
Norwood, PA 19074-0187

CONTACT NAME: Ed Dever
PHONE (A/C No. Ext): (610) 583-3523 **FAX (A/C No.):** (610) 583-3406
E-MAIL ADDRESS: eddever25@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Nautilus Insurance Company	17370
INSURER B: Great Divide Insurance Company	25224
INSURER C: Aspen Specialty Insurance Company	10717
INSURER D: RSUI Indemnity Company	22314
INSURER E:	
INSURER F:	

INSURED **Shannon Chemical Corporation**
PO Box 376
Malvern, PA 19355

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GLP2018247-18	06/01/2024	06/01/2025	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 3,000,000	
B	AUTOMOBILE LIABILITY			BAP2018248-18	06/01/2024	06/01/2025	PRODUCTS - COMP/OP AGG	\$ 3,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						Contr Polluti	\$ 1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			EXAGH9X24	06/01/2024	06/01/2025	PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$ 9,000,000
	DED	RETENTION \$						AGGREGATE	\$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA2026297-16	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Blanket Property			LHD943552	06/01/2024	06/01/2025	Limit = \$19,000,000		
	A Site Pollution Liability						SSP2018250-18	06/01/2024	06/01/2025

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 25-004 Bulk Chemicals
 Harford County, Maryland and its elected or appointed officials, related entities and employees as additional insured in the Contractor's Commercial General Liability, Pollution Liability, Business Automobile Liability, and Umbrella Liability, and include additional insured endorsements CG2010 and CG2037 or similar equivalents, and the waiver of subrogation with regards to Workers' Compensation.

CERTIFICATE HOLDER

Harford County, Maryland
 220 S. Main Street
 Bel Air, Maryland 21014

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

POLICY NUMBER: GLP2018247-18

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization for whom you are required by written contract or agreement to waive rights of subrogation or recovery but only if such written contract or agreement is entered into (not backdated) and put in effect prior to loss by you or any other person, entity or organization for whom you are legally responsible.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

RENEWAL
INFORMATION PAGE NCCI Carrier Code Number: 34681

Policy Number: WCA2026297-16
Previous Policy: WCA2026297-15

Issuing Company:
Great Divide Insurance Company
A Berkley Insurance Company
7233 E. Butherus Dr
Scottsdale, AZ 85260

1. Name Insured and Address Shannon Chemical Corporation PO Box 376 Malvern, PA 19355	Agency Name and Address 941-377-4842 ChemPlan 8121 Vicela Drive Sarasota, FL 34240	50002201
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The Great Divide Insurance company maintains and provides accident and illness prevention services as required by the nature of the policyholder's business for its operation, in accordance with the Pennsylvania Workers' Compensation Act including information about the 5% premium discount available to employers who form a certified safety committee. For more information about these services call 1-800-294-0423

Other workplaces not shown above:

Refer to Name and Location Schedule

FEIN: 231856793 **UIAN:** **Risk ID Number:** **Bureau File Number:**
State: PA **Entity of Insured:** Corporation

POLICY PERIOD

2. The Policy Period is from 06/01/2024 to 06/01/2025 12:01 AM Standard Time at the insured's mailing address.

COVERAGE

- 3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: PA NY TX
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
 - Bodily Injury by Accident \$ 1,000,000 each accident
 - Bodily Injury by Disease \$ 1,000,000 policy limit
 - Bodily Injury by Disease \$ 1,000,000 each employee
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
 - All states except AZ, ND, OH, WA, WY and states designated in item 3.A. of the information page.
- D. This policy includes these endorsements and schedules: See "Schedule of Forms and Endorsements"

PREMIUM

4. This policy is: Direct Bill Pay Plan Agent Billed

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Minimum Premium \$	716.00	Total Estimated Standard Premium	\$	<u>EST ANNUAL</u> 8,416.00
				-369.00
				250.00
				8,950.00
				344.00
		Catastrophe (Other than Certified Acts of Terrorism)	\$	161.00
		Total Taxes, Surcharges, Assessments	\$	217.00
		Total Estimated Annual Premium	\$	9,672.00

**WORKERS COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

SCHEDULE OF LOCATIONS

Policy Number: WCA2026297-16 Policy Period: 06/01/2024 to 06/01/2025	Issued By: Great Divide Insurance Company	
Name Insured and Address Shannon Chemical Corporation PO Box 376 Malvern, PA 19355	Agency Name and Address 941-377-4842 ChemPlan 8121 Vicela Drive Sarasota, FL 34240	50002201

Location	U.I.A.N.	Name and Address
1		602 Jeffers Cir Exton, PA 19341
2		2707 Weir St Dallas, TX 75212
3		198 N Washington St Rome, NY 13440
4		4700 Securities St Columbus, OH 43228

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

NAMED INSURED EXTENSION

Policy Number: WCA2026297-16 Policy Period: 06/01/2024 to 06/01/2025		Issued By: Great Divide Insurance Company	
Name Insured and Address Shannon Chemical Corporation PO Box 376 Malvern, PA 19355		Agency Name and Address 941-377-4842 ChemPlan 8121 Vicela Drive Sarasota, FL 34240	50002201
F.E.I.N.	Name	Entity	
231856793	Shannon Chemical Corporation	Corporation	

**WORKERS COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

SCHEDULE OF OPERATIONS

New York

Policy Number: WCA2026297-16 Policy Period: 06/01/2024 to 06/01/2025	Issued By: Great Divide Insurance Company
Name Insured and Address Shannon Chemical Corporation PO Box 376 Malvern, PA 19355	Agency Name and Address 50002201 941-377-4842 ChemPlan 8121 Vicela Drive Sarasota, FL 34240

Loc	Code No.	Classification	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
3	8810	CLERICAL OFFICE EMPLOYEES - N.O.C.	5,000	0.14	\$7.00
Class Premium					\$7.00
	0930	Blanket Waiver of Subrogation			Included
Premium Subject to Modification					\$7.00
	9046	NY Construction Credit 06/01/2024, Factor .000			\$0.00
Total Estimated NY Standard Premium					\$7.00
	9740	Terrorism	5,000	0.062	\$3.00
	9740	Terrorism Non-Payroll Classes 3.40%			\$0.00
	9741	Catastrophe (Other than Certified Acts of Terrorism)	5,000	0.011	\$1.00
	9741	Catastrophe Non-Payroll Classes .70%			\$0.00
	0932	New York State Assessment Fee 9.20%			\$1.00
	9749	New York Security Fund Surcharge 0.000%			\$0.00
NY Total Estimated Annual Premium					\$12.00

**WORKERS COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

SCHEDULE OF OPERATIONS

Ohio

Policy No.: WCA2026297-16 Policy Period: 06/01/2024 to 06/01/2025	Issued By: Great Divide Insurance Company
Name Insured and Address Shannon Chemical Corporation PO Box 376 Malvern, PA 19355	Agency Name and Address 50002201 941-377-4842 ChemPlan 8121 Vicela Drive Sarasota, FL 34240

Loc	Code No.	Classification	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
4	9139	STOP GAP	35,000	0.04	\$14.00
Class Premium					
Balance to Minimum Premium					\$136.00
Stop Gap Premium					\$150.00
	9139	Increased E.L. Limits 1.77 %			\$3.00
OH Total Estimated Annual Premium					\$153.00

**...SATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

SCHEDULE OF OPERATIONS

Pennsylvania

Policy Number: WCA2026297-16 Policy Period: 06/01/2024 to 06/01/2025	Issued By: Great Divide Insurance Company
Name Insured and Address Shannon Chemical Corporation PO Box 376 Malvern, PA 19355	Agency Name and Address 50002201 941-377-4842 ChemPlan 8121 Vicela Drive Sarasota, FL 34240

Loc	Code No.	Classification	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
1	0551	CHEMICAL MFG., N.O.C.	700,000	1.33	\$9,310.00
1	0953	CLERICAL OFFICE EMPLOYEES	200,000	0.08	\$160.00
1	0951	SALESPERSON OUTSIDE	40,000	0.22	\$88.00
Class Premium					\$9,558.00
	9812	Increased E.L. Limits 1.40%			\$134.00
Premium Subject to Modification					\$9,692.00
	9898	Experience Mod, Eff 06/01/2024, Factor .832			-\$1,628.00
Total Estimated PA Standard Premium					\$8,064.00
	0063	Premium Discount			-\$356.00
	9115	Blanket Waiver of Subrogation			\$500.00
	0900	Expense Constant			\$250.00
	9740	Terrorism	940,000	0.034	\$320.00
	9741	Catastrophe (Other than Certified Acts of Terrorism)	940,000	0.017	\$160.00
	0938	Pennsylvania Employer Assessment 2.4200%			\$216.00
PA Total Estimated Annual Premium					\$9,154.00

**WORKERS COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

SCHEDULE OF OPERATIONS

Texas

Policy Number: WCA2026297-16 Policy Period: 06/01/2024 to 06/01/2025	Issued By: Great Divide Insurance Company
Name Insured and Address Shannon Chemical Corporation PO Box 376 Malvern, PA 19355	Agency Name and Address 50002201 941-377-4842 ChemPlan 8121 Vicela Drive Sarasota, FL 34240

Loc	Code No.	Classification	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
2	4829	CHEMICAL MANUFACTURING NOC ALL OPERATIONS & DRIVERS-INCLUDES BLENDINGOR MIXING	89,000	0.37	\$329.00
Class Premium					\$329.00
	9812	Increased E.L. Limits 1.40%			\$5.00
	9848	Balance to Minimum Increased Limits			\$11.00
	0930	Blanket Waiver of Subrogation			Included
Premium Subject to Modification					\$345.00
Total Estimated TX Standard Premium					\$345.00
	0063	Premium Discount			-\$13.00
	9740	Terrorism	89,000	0.024	\$21.00
TX Total Estimated Annual Premium					\$353.00

Policy Number: **WCA2026297-16**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

SCHEDULE OF FORMS AND ENDORSEMENTS

The following Declarations, Coverage Forms, Conditions, and Endorsements are applicable to:

Commercial Workers Compensation

<u>State</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
PA	WC 99 06 01A	03-2017	Workers Compensation Policy Jacket
ALL	ENV DIR CLAIM	09-2023	Policyholder Notice - Claim Reporting Information
NY	WC 31 06 18	03-2015	New York Workers Compensation Policyholder Notice Of Right To Appeal
TX	TX NOTICE 01	11-2019	Important Notice - GDIC
ALL	WC 00 00 01 A	05-1988	Workers Compensation Information Page
ALL	WC 00 00 00 C	01-2015	Workers Compensation And Employers Liability Insurance Policy
TX, NY	WC 00 03 02	04-1984	Designated Workplaces Exclusion Endorsement
PA, NY	WC 00 03 13	04-1984	Waiver of Our Right To Recover From Others Endorsement
PA, TX	WC 00 04 06	08-1984	Premium Discount Endorsement
PA, TX, NY	WC 00 04 14 A	01-2019	90-Day Reporting Requirement - Notification Of Change In Ownership Endorsement
PA, NY	WC 00 04 19	01-2001	Premium Due Date Endorsement
PA, NY	WC 00 04 21 E	01-2021	Catastrophe (Other than Certified Acts of Terrorism) Premium Endorsement
TX	WC 00 04 21 F	08-2022	Catastrophe (Other than Certified Acts of Terrorism) Premium Endorsement
PA, TX, NY	WC 00 04 22 C	01-2021	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
PA	WC 00 04 25	05-2017	Experience Rating Modification Factor Revision Endorsement
NY	WC 31 03 08	01-2000	New York Limit Of Liability Endorsement
NY	WC 31 03 19 I	01-2018	New York Construction Classification Premium Adjustment Program Explanatory Endorsement
OH	WC 34 03 01 C	03-2010	Ohio Employers Liability Coverage Endorsement
OH	WC 34 03 02	04-2010	Ohio Amendatory Endorsement
PA	WC 37 04 01	01-2017	Pennsylvania Audit Noncompliance Charge Endorsement
PA	WC 37 06 01	04-1984	Special Pennsylvania Endorsement Inspection Of Manuals
PA	WC 37 06 02	04-1984	Pennsylvania Notice
PA	WC 37 06 03 A	08-1995	Pennsylvania Act 86 1986 Endorsement
PA	WC 37 06 04	10-1999	Pennsylvania Employer Assessment Endorsement
TX	WC 42 03 01 H	07-2016	Texas Amendatory Endorsement
TX	WC 42 03 04 B	06-2014	Texas Waiver Of Our Right To Recover From Others Endorsement
TX	WC 42 04 07	03-2002	Texas - Audit Premium And Retrospective Premium Endorsement
PA	WC 99 00 99	06-2016	Earlier Notice of Cancellation or Nonrenewal Endorsement
PA, TX, OH	WC 99 06 07	01-2016	Office of Foreign Asset Control (OFAC) Exclusion Endorsement
PA, OH, NY	WC 99 06 09	01-2023	Cancellation for Non-Payment of Audit Premium

ALL = ALL states on the policy

ALL* - Applies to all states on the policy unless a specific state form is designated

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13 04 84

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

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

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

Schedule

Any person or organization as required in writing by contract or agreement prior to loss.

SHANNON CHEMICAL CORPORATION: F11905726

Department ID Number:

F11905726

Business Name:

SHANNON CHEMICAL CORPORATION

Principal Office: 

P.O. BOX 376

MALVERN PA 19355

Resident Agent: 

INCORP SERVICES, INC.

1519 YORK ROAD

LUTHERVILLE MD 21093

Status:

INCORPORATED

Good Standing:

THIS BUSINESS IS IN GOOD STANDING

Business Type:

FOREIGN CORPORATION

Business Code:

03 ORDINARY BUSINESS - STOCK

Date of Formation/ Registration:

04/27/2007

State of Formation:

PA

Stock Status:

STOCK

Close Status:

N/A
