



BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 77-2016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO RENEW ITB NO. 2015-293, CHEMICALS FOR WATER TREATMENT PLANT/WATER RECLAMATION FACILITY ON AN "AS NEEDED" BASIS, FOR THE 1<sup>ST</sup> RENEWAL PERIOD THROUGH SEPTEMBER 30, 2017 TO THE FOLLOWING FIRMS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

\* \* \* \* \*

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the first of two (2) renewal periods of ITB NO. 2015-293 Chemicals for Water Treatment Plant/Water Reclamation Facility for the period October 1, 2016 through September 30, 2017.

<u>Item</u>	<u>Vendor</u>	<u>Chemical</u>	<u>Amount</u>
1	Allied Universal Corporation.	Sodium Hypochlorite	\$68,160.00
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Florida Chemical Supply Inc.	Hydrofluorosilicic acid	\$8,700.00
4	Cheney Lime & Cement	Pebble Quicklime	\$124,880.00
5	Brenntag Mid South Inc.	Hydrochloric Acid	\$2,337.50
6	Shannon Chemical Corporation	Sodium Hexametphosphate	\$19,646.00
7	Sterling Water Technologies	Anionic Dry Polymer	\$5,569.98
8	Fort Bend Services, Inc.	Cationic Liquid Polymer	\$14,128.40
9	Thatcher Chemical of Florida, Inc	Liquid Ferric Sulfate	\$40,320.00
10	Brenntag Mid South Inc.	Liquid Ferric Chloride	\$28,050.00
	Overall Total		\$325,844.38

Resolution No. 77-2016  
Renew ITB No. 2015-293 for Chemicals: Water Treatment Plant/Water Reclamation Facility

SECTION 2: This resolution shall take effect upon adoption.

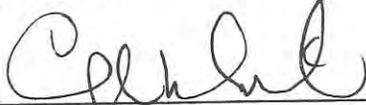
ADOPTED this 12th day of September 2016.

Commissioner MCDONALD offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner GLASS LEIGHTON and upon being put to a roll call vote, the vote was as follows:

**JEFFREY A. KRAUSKOPF, MAYOR**  
**EULA R. CLARKE, VICE MAYOR**  
**TOM CAMPENNI, COMMISSIONER**  
**TROY A. MCDONALD, COMMISSIONER**  
**KELLI GLASS LEIGHTON, COMMISSIONER**

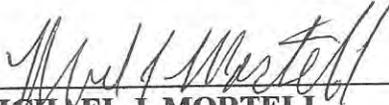
YES	NO	ABSENT
X		
X		
		X
X		
X		

ATTEST:

  
\_\_\_\_\_  
CHERYL WHITE  
CITY CLERK

  
\_\_\_\_\_  
JEFFREY A. KRAUSKOPF  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
MICHAEL J. MORTELL  
CITY ATTORNEY





# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Alaina Knofla  
Procurement Specialist  
[aknofla@ci.stuart.fl.us](mailto:aknofla@ci.stuart.fl.us)

Telephone (772) 288-5320  
Fax: (772) 600-1202  
[www.cityofstuart.us](http://www.cityofstuart.us)

July 25, 2016

Via Email Transmission: [hsiver@tannerind.com](mailto:hsiver@tannerind.com)

Tanner Industries, Inc  
Attn: Mr. Matt Tanner  
735 Davisville Rd.  
Southampton, PA 18966-3200

Subject: Renewal for ITB #2015-293, Chemicals at Water Treatment/Water Reclamation Facility

Dear Mr. Tanner,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Anhydrous Ammonia for the period beginning October 1, 2016 and ending on September 30, 2017 which represents the first year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., August 3, 2016**. You may fax your response to (772) 600-1202 or send by email to [aknofla@ci.stuart.fl.us](mailto:aknofla@ci.stuart.fl.us)

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla  
Procurement Specialist

CC: ITB 2015-293 File

I hereby agree to the contract renewal as specified of the subject Agreement

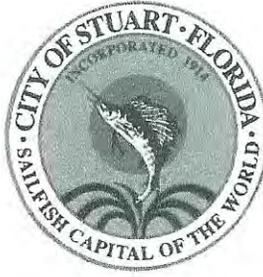
I am unable to agree to the contract renewal as specified of the subject Agreement

  
(Signature)

Matt Tanner  
Printed Name

7/29/16  
Date

Sales Administrator  
Title



BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 82-2015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF ITB NO. 2015-293, CHEMICALS FOR WATER TREATMENT PLANT/WATER RECLAMATION FACILITY TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDERS, ON AN AS NEEDED BASIS, TO THE FOLLOWING FIRMS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

\* \* \* \* \*

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart, Florida approves the award of ITB No. 2015-293 to the lowest most responsive and responsible bidders for the purchase of chemicals on an as-needed basis to operate the Water Treatment Plant/Water Reclamation Facility. This contract will be awarded for an initial one year period with the option to renew for two additional one year periods. The chemicals and bidders involved are as stated below:

<b>Item</b>	<b>Vendor</b>	<b>Chemical</b>	<b>Amount</b>
1	Allied Universal Corporation.	Sodium Hypochlorite	\$68,160.00
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Florida Chemical Supply Inc.	Hydrofluorosilicic acid	\$8,700.00
4	Cheney Lime & Cement	Pebble Quicklime	\$124,880.00
5	Brenntag Mid South Inc.	Hydrochloric Acid	\$2,337.50
6	Shannon Chemical Corporation	Sodium Hexametphosphate	\$19,646.00
7	Sterling Water Technologies	Anionic Dry Polymer	\$5,569.98
8	Fort Bend Services, Inc.	Cationic Liquid Polymer	\$14,128.40
9	Thatcher Chemical of Florida, Inc	Liquid Ferric Sulfate	\$40,320.00
10	Brenntag Mid South Inc.	Liquid Ferric Chloride	\$28,050.00
	Overall Total		\$325,844.38

Resolution No. 82-2015  
Award ITB No. 2015-293 for Chemicals: Water Treatment Plant/Water Reclamation  
Facility

SECTION 2: This resolution shall take effect upon adoption.

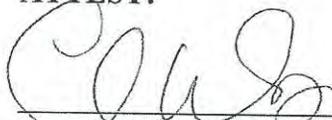
ADOPTED this 14th day of September 2015.

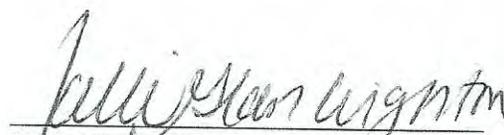
Commissioner MCDONALD offered the foregoing resolution and moved its adoption.  
The motion was seconded by Commissioner CAMPENNI and upon being put to a roll  
call vote, the vote was as follows:

**KELLI GLASS-LEIGHTON, MAYOR**  
**JEFFREY KRAUSKOPF, VICE MAYOR**  
**TOM CAMPENNI, COMMISSIONER**  
**TROY MCDONALD, COMMISSIONER**  
**EULA R. CLARKE, COMMISSIONER**

YES	NO	ABSENT
X		
		X
X		
X		
X		

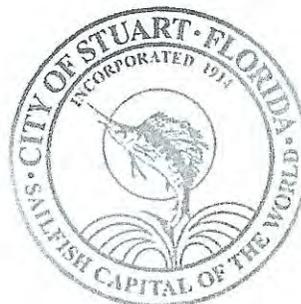
ATTEST:

  
\_\_\_\_\_  
**CHERYL WHITE**  
**CITY CLERK**

  
\_\_\_\_\_  
**KELLI GLASS-LEIGHTON**  
**MAYOR**

APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
**MICHAEL J. MORTELL**  
**CITY ATTORNEY**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/22/2015

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

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

<b>PRODUCER</b> Commercial Lines - (610) 205-6120 Wells Fargo Insurance Services USA, Inc. 1018 W. 9th Avenue, Suite 100 King of Prussia, PA 19406	<b>CONTACT NAME:</b> Mark Westcott <b>PHONE (A/C, No, Ext):</b> 610-205-6160 <b>FAX (A/C, No):</b> 866-851-9120 <b>E-MAIL ADDRESS:</b> Mark.A.Westcott@wellsfargo.com														
<b>INSURED</b> Tanner Industries, Inc. 735 Davisville Road Third Floor Southampton PA 18966-3200	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td><b>INSURER B:</b> Starr Indemnity and Liability Company</td> <td>38318</td> </tr> <tr> <td><b>INSURER C:</b> Aspen Specialty Insurance Co</td> <td>10717</td> </tr> <tr> <td><b>INSURER D:</b> Commerce &amp; Industry Insurance Company</td> <td>19410</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Nautilus Insurance Company	17370	<b>INSURER B:</b> Starr Indemnity and Liability Company	38318	<b>INSURER C:</b> Aspen Specialty Insurance Co	10717	<b>INSURER D:</b> Commerce & Industry Insurance Company	19410	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES**
**CERTIFICATE NUMBER: 9563396**
**REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GLP2011827-12	06/01/2015	06/01/2016	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
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	SISIPCA08333115	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			EXACJ4J15	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 16,000,000 AGGREGATE \$ 16,000,000
B	<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			10000017580	06/01/2015	06/01/2016	<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	Pollution Coverage			PLS12031329	06/01/2015	06/01/2018	\$15,000,000 Each Incident \$15,000,000 Aggregate

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

Re: ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities

City of Stuart is named as an Additional Insured as required by written contract with respect to General Liability ad Automobile Liability. A waiver of subrogation applies in favor of the certificate holder with respect to General Liability ad Automobile Liability as required per written contqact and where permitted by law.

**CERTIFICATE HOLDER**
**CANCELLATION**

City of Stuart 121 SW Flagler Avenue Stuart FL 34994	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p>
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**ACORD 25 (2014/01)**



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement and Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5320  
Fax: (772) 600-0134

September 17, 2015

**Via:** Email transmission, [sales@tannerind.com](mailto:sales@tannerind.com)

Tanner Industries, Inc.  
Attn: Matt Tanner, Sales Administrator  
735 Davisville Road  
Southampton, PA 18966

Subject: Notice of Award  
ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities

Dear Mr. Tanner:

The Stuart City Commission awarded ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities, to your firm on Monday, September 14, 2015, in the amount of **\$14,052.50**. Please consider this your formal notice of award. The City of Stuart requests that you provide all necessary insurance requirements within 10 days (September 27, 2015) as listed below:

A "Certificate of Insurance" which reflects all types and levels of coverage as noted in the Request for Proposal. The insurance certificate must also have printed in the "Remarks" box, words to the effect: **"The City of Stuart is an additional insured"**. The City requests that the insurance certificate lists the **project number and the project name**, ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities.

Orders from the City of Stuart will be placed throughout the contract period through the issuance of a Blanket Purchase Order, which will serve as your contract and notice to proceed, upon receipt of required documents. All services shall be coordinated with the City Project Manager, Mike Woodside at 772-288-5343 ext. 5444.

The initial contract period will be for one year, effective October 1, 2015 through September 30, 2016, with two one-year renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us) or call me at (772) 288-5320.

Sincerely yours,

Lenora Darden  
Procurement Manager

Cc: Dave Peters, Assistant Public Works Director  
Mike Woodside, Team Leader II  
2015-293 ITB File



City of Stuart  
121 SW Flagler Avenue  
Stuart, FL 34994  
Department of Financial Services

Lenora Darden  
Procurement Manager

Procurement & Contracting Services Division  
772.288.5320 PHONE

772.600.0134 FAX  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

## INVITATION TO BID

FOR: CHEMICALS: WATER TREATMENT/WATER RECLAMATION FACILITY

DATE: June 22, 2015

DEPT: Public Works

BID NUMBER: 2015-293

## THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Wednesday, the 29<sup>th</sup> day of July, 2015.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Bid bonds, if required, may be in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name Matt Tanner  
Company Name Tanner Industries, Inc.  
Street Address 735 Davisville Rd.  
City, State, Zip Southampton, PA 18966  
Total Amount of Bid \$14,052.50

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than ten (10) days prior to the bid opening date.

**Hand Deliver Mail/Express Bids to:**  
**Stuart City Hall**  
**Procurement & Contracting Services Office**  
**121 S.W. Flagler Avenue**  
**Stuart, Florida 34994**

## A1 INSTRUCTIONS TO BIDDER

- A1.1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.
- A1.2 **All bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.**
- A1.3 **All Bids Must Be Submitted in Triplicate. This includes specifically the bid cover page, the bid signature section (A2), any section on which annotations are required or exceptions are taken, the bid schedule (F), and any supporting documentation or literature being submitted with your bid.**
- A1.4 It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **2:30 p.m., on the day and date shown above.** Any received after this date and time will not be accepted or considered, and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.
- A1.5 Bids will be publicly opened and read aloud in the 1<sup>st</sup> Floor Conference Room at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.
- A1.6 Bids may not be withdrawn for a period of 30 days after the public opening date.
- A1.7 Bidder's attention is specifically called to the terms and conditions of this solicitation.
- A1.8 Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.
- A1.9 All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.
- A1.10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the City Procurement & Contracting Services Manager.
- A1.11 Questions relative to interpretation of specifications or the solicitation process shall be addressed to the Purchasing Agent, in writing, in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.
- A1.12 It will be the responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. **The Procurement & Contracting Services Office is located at 121 SW Flagler Avenue, Stuart, Florida 34994, telephone # (772) 288-5320, Fax (772) 600-0134, and email [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us).**

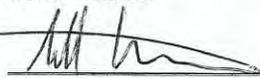
**A2 BID SIGNATURE SECTION**

- A2.1 This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.
- A2.2 Delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.
- A2.3 Section Not Used
- A2.4 The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.
- A2.5 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.
- A2.6 The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.
- A2.7 Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions after bids are opened. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.
- A2.8 If not bidding any or all items, please so state.
- A2.9 Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.
- A2.10 Failure to comply with these instructions may result in disqualification of your bid.**

Tanner Industries, Inc.  
Firm Name

7/23/15  
Date

sales@tannerind.com  
Email Address

  
Authorized Signature  
(Manual)

215 - 322 - 1238  
Telephone Number

Matt Tanner/Sales Administrator  
Name/Title (Please Print)

215 - 322 - 7791  
Facsimile Number

Any questions regarding this Invitation to Bid should be addressed to the Procurement & Contracting Services Office, City of Stuart, Florida. Contact Purchasing: Email: [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us) and Fax # (772) 600-0134.

**B. GENERAL PROVISIONS**

- B1. **Payment/Invoicing:** No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to: Financial Services Department, 121 S.W. Flagler Avenue, Stuart, FL 34994. Payment in advance of receipt of goods or services by the City of Stuart cannot be made.
- B2. **Purchasing Card Program:**
- A. Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).
  - B. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Bid Schedule. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.
  - C. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the original bid price.
- B3. **Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.
- B4. **Permits/Licenses/Fees:** Any permits, licenses or fees required will be the responsibility of the successful bidder, no separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City), are the responsibility of the successful bidder. Confined space permit may be required from the City of Stuart. Please see Section B23. **Safety Standards.**
- B5. **Taxes:** The City of Stuart does not pay Federal excise or State sales taxes. Our tax exemption number is 85-8012740159C-6.
- B6. **Warranty:** The bidder shall state the warranty offered against defective workmanship and material, if required, as specified in Section C-Special Provisions.
- B7. **Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other offeror or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.
- B. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor.
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or to not submit a bid for the purpose of restricting competition, or in any other way influencing the competitive arena.

B8. **Inspection/Acceptance Title:** Inspection and acceptance will be at the City of Stuart's ordering department/division unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the using department of the City, unless loss or damage results from negligence by the City or it's using Department.

B9. **Changes:** the City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor.

*Please see attached exception*  
 ☆ B10. **Liability:** The vendor shall act as an independent contractor and not as an employee of the City of Stuart. The successful bidder is required to indemnify, defend, and hold and save harmless the City, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.

B11. **Conflict of Interest:** All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the City of Stuart. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the bidder's firm or any of its branches.

B12. **Termination for Convenience:** The City of Stuart reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination notice from the City, the vendor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City of Stuart shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the vendor.

Upon termination, vendor shall bill the City of Stuart for all amounts not previously billed and due the vendor at that time. The vendor shall not be entitled to a professional fee nor to expenses for any work commenced or expenses incurred after the vendor received the notice of termination, unless specifically approved or requested by the City. The vendor shall however, be entitled to payment for services commenced and approved by the City prior to the receipt of notice, or with the express written consent of the City, prior to the effective date of termination.

- B13. **Termination for Default:** The performance of the Agreement may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Agreement.
- B14. **Venue:** Any contractual arrangement between the City of Stuart and the vendor shall be consistent with, and be governed by, the ordinances of Martin County, the City of Stuart, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.
- B15. **Contract Modifications:** In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.
- B16. **The Contract:** Notice of award by the City of Stuart will constitute acceptance of the Bid. This bid package, including all terms, conditions and specifications, signed by the successful bidder along with the documentation included in the bidders submittal as required by this Invitation to Bid and other additional materials submitted by the bidder and accepted by the City shall constitute the contract. After notice of award, a valid certificate of insurance shall be issued to the City within 10 days. A purchase order will serve at the contract with an effective date of October 1, 2015.
- B17. **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without the fault or negligence of the party. The delivery schedule, if applicable, shall be extended by a period of time equal to the time lost due to such delay.
- B18. **Proposal as Public Domain:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise restricted"**

- B19. **Equal Opportunity:** The City of Stuart recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The City requests minority and women owned business enterprises submit evidence of certification with submittals.
- B20. **Assignment & Subcontracting:** The successful bidder will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed without obtaining prior written approval of the City of Stuart.
- B21. **Insurance:** The contractor shall, during the entire period of performance of any contract resulting from this solicitation, procure and maintain at least the minimum types of insurance as stipulated in the insurance attachment to this solicitation. Proof of such insurance must be provided to the City prior to beginning any contract performance.
- B22. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this.
- B23. **Safety Standards:** All contractors and sub-contractors shall adhere to all Federal, State, County and City safety regulations and requirements. The City of Stuart safety manual is available for use by any vendor contracted to provide services, supplies and/or equipment to the City of Stuart.
- B24. **Public Entity Crimes:** Pursuant to the requirements of Section 287, Florida Statutes, all vendors are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List.
- B25. **Public Records:** In compliance with F.S. 119.0701 the Professional shall:
- A. Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.
  - B. Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
  - C. Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Professional upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."
- F. If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

**C. SPECIAL PROVISIONS**

- C1. **Intent:** The City of Stuart is seeking qualified and experienced vendors to furnish and deliver the specified chemicals on an "as needed" basis, in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).
- C2. **Minimum Requirements:** The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid being considered non-responsive.
  - A. Bidders are to provide a minimum of three (3) satisfactory references within the past five (5) years of similar accounts and size on the City provided form. Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.
  - B. Bidder must be an authorized agent, dealer, seller, or distributor for the sale and distribution of product.
  - C. Completion and submission of Questionnaire attached herein.
- C3. **References:** As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.
- C4. **Qualification of Bidders:** This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified. Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance of not less than five (5) years, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as solely determined by the City.

- C5. **Quality:** The City will make the sole determination as to the suitability of goods when quality is a question or concern.
- C6. **Minimum Payment Terms:** Minimum payment terms shall be Net 30 days.
- C7. **F.O.B. Point:** F.O.B. point is **destination** for all deliveries. (See Section E5).
- C8. **Firm Prices:** The prices offered shall remain firm for the period of any agreement reached as a result of this invitation to bid.
- C9. **Other Entity Use:** The successful bidder(s) may be requested to convey their bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.
- C10. **Silence of Specifications:** The apparent silence of these specifications and any addenda hereto, as to any details; or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that the service provided shall be complete and without additional requirement to the utilizing public entity. All interpretations of these specifications shall be made upon the basis of this statement.
- C11. **Attachments:** There are five (5) attachments to this Invitation to Bid. The successful bidder must comply with attachments as follows:

Attachment A	Insurance Requirements ~Proof of ability to obtain insurance to be submitted with bid document.
Attachment B	Qualifications/Experience of Bidder
Attachment C	References
Attachment D	Bidder's Checklist
Attachment E	Statement of No Bid

**D. AWARD OR REJECTION OF BIDS**

- D1. **Award of Contract:** The City of Stuart intends to award to the most responsive responsible bidder with the lowest bid. The purchase order will serve as the notice to proceed.
- D2. **Method of Award:**
- A. The City intends to award this bid on an item by item basis to a Primary bidder. Award of the primary will be determined in order of responsiveness, delivery, acceptance of purchasing card program, materials and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City. After the bid has been awarded, the Primary bidder will be used in every instance of ordering products as long as their firm is capable of delivering the product/material in question within the time specified in this bid. If the Primary bidder is not able to deliver the product in

question within the specified time, the City reserves the right to contact the secondary bidder with the subsequent lowest responsive responsible bid accordingly.

- B. Bidders are required to bid all items in Section E9, Technical Specifications and Bid Form to be considered. Bidder should not reference the words “No charge, N/A, included, etc.” on any of the line items. Vendor must identify a monetary amount for each line item. If vendor is not providing a bid price for an item, zero (0) must be designated on that line item. Failure to identify a monetary amount for each item may cause bidder’s bid response to be considered non-responsive and rejected.
- D3. **Modifications:** This bid shall be awarded only to a responsive and responsible bidder. Bidder hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the bidder will result in Bidder’s response being found non-responsive and thereby disqualified.
- D4. **Best Prices:** Award will be made without further negotiation based upon competitive bids; therefore your best price should be submitted in response to this invitation to bid.
- D5. **Rejection of Bids:** The City of Stuart reserves the right to reject any or all bids with or without cause when such rejection is in the best interests of the City, at the City’s sole determination. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whom investigation shows is not in a position to perform the contract.
- D6. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered by the Procurement & Contracting Services Manager:
- A. The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
  - B. The reputation, judgment and experience of the bidder.
  - C. The quality of performance of previous contracts or services including previous performance with the City.
  - D. Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
  - E. Financial resources of the bidder to perform the contract or provide the service.
  - F. Ability to provide future maintenance and service for the use of the subject of the contract.
  - G. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

- D7. **Contract Terms:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.
- A. Contract Period: This contract shall be awarded for an initial term of one (1) year subsequent to approval by the City Commission effective October 1, 2015. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.
- B. Option to Extend: The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the City. Any price increases must be justified, documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.
- C. Contract Amendment: The City may require additional items of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.
- D. Non Exclusive Contract: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- D8. **Method of Ordering:** A blanket purchase order shall be issued for the term of the award. The department(s) will order requirement(s) on an "as needed" basis. All terms, conditions and prices of the bid are applicable. Only awarded bid items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference Purchase Order.
- D9. **Quantities:** The quantities specified are based on annual estimates. The City of Stuart

makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

- D10. **Performance:** The City heavily monitors the quality and performance of work performed and/or supplies furnished by the awarded vendor for future consideration and/or reference purposes. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

**E. SCOPE OF SERVICE**

**E1. General Information:**

- A. The purpose of this bid is to purchase the specified chemicals on an "as needed" basis delivered to designated City of Stuart locations. Chemicals will be ordered on an "as needed" basis for the term of the agreement.
- B. Contract shall allow for all labor, materials, supplies, transportation, services and related services to supply chemicals to the City's Water and Water Reclamation Facilities on an "as needed" basis.

- E2. **Material Safety Data Sheet and Certificate of Analysis:** : In compliance with Florida's Occupational Safety and Health Statute (Chapter 442) any commodity delivery as a result of this bid must be accompanied by a current MSDS and Certificate of Analysis (COA) with bid package submittal and with each receipt of order.

**Note:** It is incumbent upon all bidders to include information sufficient in detail to allow for an informed decision process.

- E3. **Codes & Regulations:** Goods must be in accordance with the following:

- National Science Foundation (NSF)
- American Water Works Association(AWWA)
- Conformance with any other applicable local codes and standards

**E4. Contractor Responsibility:**

- ★ A. The bidder shall be responsible for the protection of property in the areas appointed for delivery against spills. Contractor is responsible for clean-up of any spills.

*Please see attached exception*

- B. It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the municipal government, through the City of Stuart, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety.

E5. **Delivery Requirements:**

- A. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery points will be indicated on the purchase order. All bid prices shall be delivered price. The City will not be responsible for separate delivery fees.
- B. Delivery is requested within 72 hours after receipt of purchase order. Delivery coordination shall be made in advance with the City's Project Manager. No deliveries will be accepted before 7:00am or after 3:00pm. Back-orders shall be made known to the City at time of order placement. Failure to supply deliveries within requested time period may result in contract cancellation. Delivery locations are as specified below.
- C. The product shall be delivered on site to two (2) locations:
- Water Treatment Plant: 1002 Palm Beach Road, Stuart, Florida 34994
  - Water Reclamation Facility: 301 SE Stypmann Boulevard, Stuart, Florida 34994

E6. **Quality Assurance & Returned Goods:** All material shall conform to Florida Department of Transportation Standard Specifications latest edition. The successful bidder upon receipt of a purchase order shall assure the product conveyed is of the correct quantity and meets all specifications of the bid, purchase order and order release. Material, which does not meet bid and purchase order specifications and requirements, including quality standards, shall be subject to return to the vendor, at the expense of the vendor.

E7. **Alternate/Exceptions:** The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items requested. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore; exceptions must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that does not meet City specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the Bidder will be required to compensate the City for the difference in price entailed in going to the next qualified bidder. Bidders offering equivalent items must meet the general design and style given for the "as specified" item.

E8. **Technical Specifications:** The intent of this solicitation is to receive bids for the product specified. The materials specified cannot be substituted with any other materials. City of Stuart personnel shall make all determinations of equipment equivalence and compliance with specifications. Those determinations shall be final. These specifications are based on a particular level of performance required to be responsive to this ITB. Determination of whether an alternate product be offered, a detailed description of specifications **must** be submitted and included with your bid. Failure to comply will result in disqualification of



5	Hydrochloric Acid 31.45% (muriatic acid)	20 Baume, 31.45% active ingredients 68.55% inert	55 gallon drums, Flat-bed Truck (20 drums)	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>No Bid</i>	WTP
6	Sodium Hexametphosphate	Contain not less than 60% phosphorus pentoxide, 26.2 phosphorus, or 80.4% phosphate on an as-is basis, pH of 1% solution 5.7 – 7.3 The typical order size will be one (1) pallet of 50 bags (50 lbs each).	50 pound multi- walled, moisture proof bags, Enclosed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>No Bid</i>	WTP
7	Anionic Dry Polymer with a 30 positive charge	FBS 730	50 pound multi- walled, moisture proof bags, Enclosed Truck with lift-gate 500 lbs per order	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>No Bid</i>	WTP
8	Cationic Liquid Polymer	FBS 7602 The cationic liquid polymer at the Water Reclamation Facility is used for sludge dewatering with a belt press, price per gallon sold in 55 gallon containers @ 42% active content	55 gallon drums, Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>No Bid</i>	WWTP
9	Liquid Ferric Sulfate	The liquid Ferric Sulfate shall conform to all applicable AWWA/ANSI standards, latest revisions, including ANSI/AWWA Standard B406 or the latest revision; "Standard for Ferric Sulfate". The liquid ferric sulfate shall be supplied as aqueous solution containing nor less than 12.5% ferric iron and contain no more than 0.1% ferrous iron, all soluble, which is approved for potable water treatment.	275 gallon semi- bulk tote bins Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>No Bid</i>	WTP
10	Liquid Ferric Chloride	The liquid Ferric Chloride shall conform to all applicable AWWA/ANSI standards, latest revisions including ANSI/AWWA Standard 60 certified for use in potable water treatment.	275 gallon semi- bulk tote bins Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>No Bid</i>	WTP

F. **BID SCHEDULE:** In accordance with the terms, conditions and specifications, the undersigned bidder hereby submits the following prices for supplying The City of Stuart with the goods and/or services called for in Bid #2015-293.

Please see  
below for revision

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Annual Price
1	12% Sodium Hypochlorite, liquid or a minimum	120,000	GAL	\$ No Bid	\$ No Bid
2	Ammonia (NH3)	18,250 LB	<del>GAL</del> LB.	\$.77	\$14,052.50
3	Fluoride	3,000	GAL	\$ No Bid	\$ No Bid
4	Pebble Lime (CaO) (Quick Lime)	560	TON	\$ No Bid	\$ No Bid
5	Hydrochloric Acid 31.45%	1,100	GAL	\$ No Bid	\$ No Bid
6	Sodium Hexametaphosphate	19,000	LB	\$ No Bid	\$ No Bid
7	Polymer, anionic-granular	2,600	LB	\$ No Bid	\$ No Bid
8	Polymer, cationic liquid	1,430	GAL	\$ No Bid	\$ No Bid
9	Liquid Ferric Sulfate	18,000	GAL	\$ No Bid	\$ No Bid
10	Liquid Ferric Chloride	10,000	GAL	\$ No Bid	\$ No Bid
Item(s) #: <u>2</u> - Overall Total for all items that apply					\$14,052.50
Is Bidder offering the above product as specified? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
If No, bidder is to indicate their equivalent below and attach product literature.					
Item #: _____ Product _____		Item #: _____ Product _____			
Item #: _____ Product _____		Item #: _____ Product _____			
<b>F.O.B. Destination: # <u>48-72</u> Hours for Delivery after receipt of order (ARO)</b>					

Company Name: Tanner Industries, Inc. Date: 7/23/15

★ Please note that the above bid price of \$.77 per pound delivered is approximately \$4.00 per gallon. Tanner Industries, Inc. will bill on a per pound basis.

Preferred method of payment is by the City Purchasing Card (VISA). **DO YOU ACCEPT THE PURCHASING CARD (VISA)?** Yes  No

If you are not the successful bidder awarded as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions as your bid? Yes  No

All Prices will remain firm for a period of forty-five (45) days from the date of Bid opening.

*The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.*

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

ACKNOWLEDGEMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM # N/A THROUGH ADDENDA # N/A

Company Name: Tanner Industries, Inc. Date: 7/23/15

Name of individual submitting Bid: Matt Tanner

Email address: sales@tannerind.com Ph: 215-322-1233

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



## ATTACHMENT A

### INSURANCE REQUIREMENTS

The successful bidder shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

1. Commercial General Liability including Bodily Injury/Property Damage, Personal & Advertising Injury and Products/Completed Operations coverage for at least \$5,000,000 Limit per claim. Products Liability shall extend coverage for pollution conditions that arise from chemicals manufactured, sold or distributed. The City shall be included as Additional Insured and policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.
2. Pollution Liability and Remediation Legal Liability coverage for at least \$5,000,000 Limit per claim. This shall provide coverage for loss, remediation expense and legal defense expense for sudden and gradual pollution conditions. The City shall be included as Additional Insured, policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.

3. Commercial Auto Liability with limit of at least \$1,000,000 per occurrence which provides coverage for any auto (owned, hired and non-owned) and shall not contain any exclusion for pollution legal liability as respects the transportation, loading and unloading of chemicals. The City shall be included as Additional Insured and the policy should contain a waiver of subrogation rights endorsement.
4. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance with limits equal to Florida Statutory requirements. Employers liability must include limits of at least \$1,000,000 each accident, \$1,000,000 each disease/employee, \$1,000,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers Compensation Statute, proof of appropriate Federal Act Coverage must be provided.
5. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
6. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form within ten (10) days. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Manager. This certificate shall be dated and show:
  - (a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
  - (b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
  - (c) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

**NOTE:** The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

ATTACHMENT B

QUALIFICATION OF BIDDERS INFORMATION/QUESTIONNAIRE

THIS IS A FILLABLE FORM

Part A - Qualifications Questionnaire

Information provided shall fully explain the firm's qualifications and experience of their Organization to provide chemicals for the City as stated below: **(Bidders may attach additional sheets, if necessary).**

Provide supporting documentation that Bidder is an authorized agent, dealer, seller, or distributor for the sale and distribution of product. Is supporting documentation included?

Yes  No

Part B - Other Information

1. Contractor to provide details of uniform and identification worn by employees.  
Standard PPE - Chemical goggles, face shield, splash apron, rubber gloves
2. Provide office hours and contact information of staff responsible for coordination of services.  
Monday through Friday basis from (7:00 a.m. through 3:00 p.m.)  
24 hours - 1-800-643-6226 - Follow the prompts
3. Please provide 24-hour Emergency Contact Information if different than above:  
\_\_\_\_\_
4. Number of year's organization has been in business. since 1955
5. Have you any similar work in progress at this time? Yes  No
6. Submission of quality control program: Yes  No
7. Submission of Safety program: Yes  No

Company Name Tanner Industries, Inc.

**ATTACHMENT C**

**REFERENCES**

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

**#1 REFERENCE**

Company/Entity Name: <u>City of Delray Beach</u>	
Address <u>100 Northwest 1st Ave.</u>	
City <u>Delray Beach</u>	, State <u>FL</u> Zip Code <u>33444</u>
Contact Name: <u>John Bullard</u>	Title: <u>Plant Manager</u>
Phone No: <u>(561) 243-7318</u> Fax: <u>( ) -</u>	
Email: <u></u>	
Delivery Date: <u></u>	Location <u></u>
Type of Product Supplied <u>Metallurgical Grade Anhydrous Ammonia</u>	
<u>Governmental</u> or Private	Dollar Value of Contract \$ <u></u>

**#2 REFERENCES**

Company/Entity Name: <u>City of Hollywood</u>	
Address <u>3441 Hollywood Blvd</u>	
City <u>Hollywood</u>	, State <u>FL</u> Zip Code <u>33022</u>
Contact Name: <u>Taylor Calhoun</u>	Title: <u>Chief Operator</u>
Phone No: <u>(954) 967-4230</u> Fax: <u>( ) -</u>	
Email: <u>T.Calhoun@hollywoodfl.org</u>	
Delivery Date: <u></u>	Location <u></u>
Type of Product Supplied <u>Metallurgical Grade Anhydrous Ammonia</u>	
<u>Governmental</u> or Private	Dollar Value of Contract \$ <u></u>

**#3 REFERENCES**

Company/Entity Name: <u>Englewood Water District</u>	
Address <u>201 Selma Avenue</u>	
City <u>Englewood</u>	, State <u>FL</u> Zip Code <u>34223</u>
Contact Name: <u>Tim Garland</u>	Title: <u>Lead Operator</u>
Phone No: <u>(941) 460-1041</u> Fax: <u>( ) -</u> Email: <u>Tgarland@englewoodwater.com</u>	
Delivery Date: <u></u>	Location <u></u>
Type of Product Supplied <u>Metallurgical Grade Anhydrous Ammonia</u>	
<u>Governmental</u> or Private	Dollar Value of Contract \$ <u></u>

Company Name Tanner Industries, Inc.

**ATTACHMENT D**

**BIDDERS CHECKLIST**

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Is Bid envelope marked accordingly?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Invitation to Bid cover page (page 1) completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is copy of bidder's valid Business Tax Receipt submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Bid Schedule Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is safety report and Quality program included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is bid submitted in triplicate (one original, two copies) ?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bidder must submit proof that their firm name is registered. with their State of origin	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is proof of insurance included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is minimum Qualification of Bidders/Questionnaire information included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Reference Form completed and enclosed?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is MSDS or COA submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are addendum (if any issued) signed and submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Submit a copy of all Licenses, Certificates, or Registrations, held by Bidder	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is W-9 Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Company Name Tanner Industries, Inc.

ATTACHMENT E

STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994.

We have declined to bid on this solicitation for the following reasons.

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (please explain below)
- Insufficient time to respond to Invitation to Bid.
- We do not offer this product or equivalent.
- Our project schedule would not permit us to perform.
- Unable to meet specifications. N/A
- Unable to meet bond requirements.
- Specifications unclear (please explain below).
- Other (please specify below).

REMARKS: \_\_\_\_\_

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Typed Name and Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

Tanner Industries, Inc. exceptions taken for Bid #2015-293

## **B. GENERAL PROVISIONS**

**B10. Liability:** The vendor shall act as an independent contractor and not as an employee of the City of Stuart. The successful bidder is required to indemnify, defend, and hold and save harmless the City, its officers, agents, and employees, from damages arising from the vendor's negligent performance of, or negligent failure to perform, any task or duty required to be performed by the vendor.

## **E. SCOPE OF SERVICE**

### **E4. Contractor Responsibility:**

**A.** The bidder shall be responsible for the protection of property in the areas appointed for delivery against spills. Contractor is responsible for clean-up of any spills to the extent caused by contractor.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/1/2015

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

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

**PRODUCER**  
Commercial Lines - (610) 205-6120  
Wells Fargo Insurance Services USA, Inc.  
1018 W. 9th Avenue, Suite 100  
King of Prussia, PA 19406

**CONTACT NAME:** Judy Lee  
**PHONE (A/C, No. Ext):** 610-205-6160 **FAX (A/C, No):** 866-851-9120  
**E-MAIL ADDRESS:** judy.lee4@wellsfargo.com

**INSURED**  
Tanner Industries, Inc.  
735 Davisville Road  
Third Floor  
Southampton PA 18966-3200

INSURER(S) AFFORDING COVERAGE		NAIC #
<b>INSURER A:</b> Nautilus Insurance Company		17370
<b>INSURER B:</b> Starr Indemnity and Liability Company		38318
<b>INSURER C:</b> Aspen Specialty Insurance Co		10717
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 9187634**REVISION NUMBER:** See below

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 INSR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GLP2011827-12	06/01/2015	06/01/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COM/OP AGG	\$ 2,000,000
	OTHER:						\$
B	<b>AUTOMOBILE LIABILITY</b>		SISIPCA08333115	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		EXACJ4J15	06/01/2015	06/01/2016	EACH OCCURRENCE	\$ 16,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 16,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		1000017580	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Evidence of Insurance Only

**CERTIFICATE HOLDER**

Tanner Industries, Inc.  
735 Davisville Road, Third Floor  
Southampton PA 18966

**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

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ACORD 25 (2014/01)



\*CY801A0200221502/02/0/0/0/0\*

is local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other  
ful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2014 EXPIRES 9/30/2015 3501-0972544  
3501 DISTRIBUTOR-AMMONIA \$30.00 1 EMPLOYEE

TOTAL TAX \$30.00  
PREVIOUSLY PAID \$30.00  
TOTAL DUE \$0.00

TANNER STEPHEN B

TANNER INDUSTRIES  
TANNER STEPHEN B  
735 DAVISVILLE RD 3RD FLR  
SOUTHAMPTON PA 18966-3276

2530 VULCAN RD  
U - AOPKA, 32703

PAID: \$30.00 0099-00649462 9/15/2014

**Scott Randolph, Tax Collector Local Business Tax Receipt Orange County, Florida**

is local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other  
ful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2014 EXPIRES 9/30/2015 3501-0972544  
3501 DISTRIBUTOR-AMMONIA \$30.00 1 EMPLOYEE

TOTAL TAX \$30.00  
PREVIOUSLY PAID \$30.00  
TOTAL DUE \$0.00



TANNER STEPHEN B

TANNER INDUSTRIES  
TANNER STEPHEN B  
735 DAVISVILLE RD 3RD FLR  
SOUTHAMPTON PA 18966-3276

2530 VULCAN RD  
U - AOPKA, 32703

PAID: \$30.00 0099-00649462 9/15/2014

This receipt is official when validated by the Tax Collector.

10/2/14

ORIGINAL SENT TO NEAL SCHATTAUER AT THE AOPKA PLANT

COPY EMAILED TO JOHN LONG

COPY IN SOUTHAMPTON ACCOUNTING RECORDS - FL GEN TAX/LICENSE

COMPLIANCE SCHEDULE UPDATED

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE

OCTOBER 24, 2014

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

**TANNER INDUSTRIES, INC.**

is duly incorporated as a Pennsylvania Corporation under the laws of the Commonwealth of Pennsylvania and remains a subsisting corporation so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT, This Subsistence Certificate shall not imply that all fees, taxes, and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

*Carol Aichele*

Secretary of the Commonwealth

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Tanner Industries, Inc.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>735 Davisville Road</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Southampton, PA 18966</b>		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>										
or										
<b>Employer identification number</b>										
2	3		-	2	0	5	0	0	3	4

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Eduard J. Colfer</i>	Date ▶ <i>7/21/15</i>
------------------	--	-----------------------

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### 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? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR  
SOUTHAMPTON, PA 18966-3200  
215-322-1238 FAX 215-322-7791  
www.tannerind.com

It is the objective of Tanner Industries, Inc. to provide a safe and healthy work environment to protect all of our employees, the public, and the environment. To accomplish this objective, Tanner Industries, Inc. will comply with all current Federal, State, and local health, safety, and environmental laws. We will develop the best possible operational processes, procedures, and policies to eliminate or control both known and potential safety, health, and environmental hazards.

Health and safety are shared responsibilities. Each employee, from top management to supervisors to each worker, must take ownership of their own safety and that of co-workers.

Each employee is responsible for recognizing health and safety hazards and to correct them or report them to their supervisor in a timely manner.

To fulfill these goals, management will:

- Develop and enforce safety and health rules, as well as good management practices; and by requiring all employees to cooperate with these rules and practices as a condition of employment. A copy of the safety rules are located in the Corporate Safety Manual, and management practices are located in the Process Safety Management Manual, which are available at each facility.
- Train all employees. Each employee will be trained according to the requirements of OSHA, DOT, EPA, and Company rules pertaining to their respective jobs. A copy of each employee's training record will be maintained at the Corporate office. Each employee must follow all the health and safety policies and procedures required by their specific job functions.
- Eliminate or reduce health and safety hazards. Hazards that cannot be completely eliminated will be reduced through engineering or administrative controls, and through the use of personal protective equipment.
- Provide personal protective equipment. All protective equipment must meet OSHA and / or ANSI requirements. Tanner Industries, Inc. is legally and morally bound to make sure that all employees wear the appropriate protective equipment at the proper time and in the proper environment.
- Establish a Corporate Safety Committee to oversee safety and health activities.

We have implemented a program called Responsible Distribution (RD). Responsible Distribution is a comprehensive quality program dedicated to protecting the health and safety of employees, communities, and the environment and was developed by the National Association of Chemical Distributors (NACD). It is comprised of various codes and sub codes of management practice which are documented and implemented. It is a condition of membership with NACD and the program is third party verified to ensure all codes of management practice policies and procedures are documented and implemented. We have successfully passed third party verifications for RD since 1995. Past verifications were completed by Underwriters Laboratories, Inc. (documentation verification - 1995), Science Applications International Corporation (SAIC), Parker & Associates (on site management systems verifications - 1999 & 2003) and Eagle Group conducted RD verifications in 2007, 2010 and most recently in January 2015.

We have maintained our RD certification as a condition of membership in NACD since RD's inception in 1992. NACD can verify that Tanner is a member in good standing, which means we are implementing our RD management system. This check may be conducted at [www.nacd.com](http://www.nacd.com).

Tanner Industries employs about 116 personnel and operates approximately 16 facilities throughout the country. The work that Tanner's employees perform at plants and at deliveries is labor intensive. It involves connecting hoses, moving equipment, raising trailers, using hand tools, etc. This work can result in sprain/strain type of injuries.

Below are the incident rates for the past three years, including 2015.

Year	Recordable Incident Rate	Lost Time Rate	Hours Worked
2015 YTD	2.18	0.00	142294
2014	.077	0.77	258440
2013	2.26	0.75	265693
2012	2.18	0.73	275704

Our continuing goal for our safety performance is, at a minimum, being at or below our industry's classification group's ratings for OSHA recordable rates. From 2012 through 2014 we have succeeded in being below the OSHA recordable rates for similar industries.

In order to help support our continuing improvement process we maintain the following initiatives:

- We conduct monthly documented safety equipment inspections.
- We complete annual facility safety inspections at our plants.
- We maintain fall protection at our plant sites.
- We continue to review all injuries, accidents, incidents and near misses with the safety representatives at corporate and site safety committee meetings.
- We have added "Days Since Last OSHA Recordable Injury" signs to our plants to help raise and maintain awareness of our safety performance.

- We distribute weekly safety postings to all plants. The communication includes safety messages and reminders and highlights any safety and/or security incidents with reminders for the prevention of similar incidents. This information has been streamlined for easier reading by field personnel and the weekly interval provides more current data in relation to incidents, injuries and near misses. It also provides a mechanism for quick hit safety reminders.
- In 2011 we piloted a ride a long program with our drivers. This involves management personnel riding a long with drivers and attending deliveries at periodic intervals. The purpose of this review will be to ensure personnel are performing all duties appropriately, such as appropriate checklist completion, being aware of potential hazards, following documented delivery procedures, etc. It also provides an opportunity for coaching and guidance with a focus on safety if needed as well as a feedback mechanism for potential improvement. A similar walk a long program for plant operations has since been implemented.

We have established and implemented communication with all employees on our 3 pillars of safety – like 3 legs on a stool – if a leg is missing the stool will not be able to stand.

- 1) **Personal Accountability** – ensure you are following SOPs, wearing proper PPE at all required times, reporting any unsafe conditions, planning for potential hazards, communicating with the office.
- 2) **Awareness – Recognize and Identify Potential Hazards** – completing the proper checks and checklists, attention to signage, see the whole play and try not to tunnel vision – are there any potential hazards around ?, think before acting, stretch if needed after a long drive, using proper lifting techniques, proper ladder use, secure footing.
- 3) **Management Support** – know that you have our full support, communicate any problems or issues, communicate if there is any question on the proper method or proper procedure.

Tanner Industries DOT Safety performance involving DOT roadside inspections has been much better than the national average for companies transporting hazardous materials. In the past 24 months (from July 2013) the national average of the percentage of vehicles placed out of service at DOT inspections has been 20.7%. Our average has been 5.2%. In looking at hazardous material inspections the national average has been 4.5% and our rating has been 1.4%. In relation to driver inspections the national average has been 5.51% and our drivers have rated at 1.2%. Our statistics reveal that we have performed 3 to 4 times better than the national averages.

Tanner Industries, Inc.  
Mission Statement

Our mission is to constantly improve our products and services to meet/exceed our customer needs, to distribute our product in a safe, efficient, and environmentally responsible manner, and generate a reasonable return in order to provide continuity for the business and employment for our employees.

Questions concerning our safety program can be directed to:

Harold Siver  
Safety Manager  
Telephone: 215-322-1238 x2390  
Mobile: 215-910-0622  
Fax: 215-526-7814  
E-Mail: [hsiver@tannerind.com](mailto:hsiver@tannerind.com)



# TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR  
SOUTHAMPTON, PA 18966-3200  
215-322-1238 FAX 215-322-7791  
[www.tannerind.com](http://www.tannerind.com)

July 21, 2015

To whom it may concern,

While Tanner Industries, Inc. is not third party ISO certified, our company is committed to Responsible Distribution (RD). Responsible Distribution is a comprehensive quality program dedicated to protecting the health and safety of employees, communities, and the environment and was developed by the National Association of Chemical Distributors (NACD). It is a condition of membership with NACD and the program is third party verified to ensure all codes of management practice policies and procedures are documented and implemented. We have successfully passed third party verifications for RD since 1995. Past verifications were completed by Underwriters Laboratories, Inc. (documentation verification - 1995), Science Applications International Corporation (SAIC), Parker & Associates (on site management systems verifications - 1999 & 2003) and Eagle Group conducted RD verifications in 2007, May 2010, and most recently January 2015. We have maintained our RD certification as a condition of membership in NACD. NACD can verify that Tanner is a member in good standing, which means we are implementing our RD management system. This check may be conducted at [www.nacd.com](http://www.nacd.com).

Responsible Distribution is a comprehensive quality program dedicated to protecting the health and safety of employees, communities, and the environment. In addition to RD we have also implemented aspects of the ISO 9001 series quality model. We have documented procedures and policies in an ISO format, we verify all incoming raw material, and have documented customer complaint procedures. We have generated a Quality Manual, which contains our company Mission Statement, as well as applicable quality process procedures not addressed in our RD manual.

We look forward to continuing to work with you as partners in quality and safety, and if you have any questions, or require further information, please contact me.

Sincerely,

TANNER INDUSTRIES, INC.,

Shawn P. Malone  
Manager of Quality and Regulatory Affairs

DIVISIONS

NATIONAL AMMONIA, BOWER AMMONIA AND CHEMICAL, NORTHEASTERN AMMONIA, HAMLER INDUSTRIES



# CERTIFICATE of CONFORMANCE

THIS CERTIFIES THAT

## Tanner Industries, Inc.

Has successfully demonstrated its commitment to Responsible Distribution as set forth by the National Association of Chemical Distributors (NACD) through successful completion of its third-party on-site verification for the 5<sup>th</sup> Cycle (January 1, 2014 - December 31, 2016)

January 28, 2015

Issue Date



National Association of  
Chemical Distributors

A handwritten signature in black ink, reading "Michael Lang".

Michael Lang, Vice President,  
Responsible Distribution

Eagle  
Group®

A handwritten signature in black ink, reading "Clyde H. Pearch".

Clyde H. Pearch, President

# NSF International

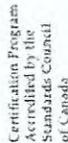
RECOGNIZES

**TANNER INDUSTRIES, INC.**

Plant at: APOPKA, FL

AS COMPLYING WITH NSF/ANSI 60.

PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE  
AUTHORIZED TO BEAR THE NSF MARK.



This certificate is the property of NSF International and must be returned upon request. To verify certification, call 800 NSF-MARK or (t) 734 769-8010

A handwritten signature in cursive script, reading "James R. Paschal", is written over a horizontal line.

James R. Paschal, General Manager  
Water Distribution Systems

March 11, 2002

Certificate# 01.261 - 01



# TANNER INDUSTRIES, INC.

735 DAVISVILLE ROAD, THIRD FLOOR  
SOUTHAMPTON, PA 18966-3200  
215-322-1238 FAX 215-322-7791  
www.tannerind.com

## ANHYDROUS AMMONIA SPECIFICATIONS

Metallurgical Grade		
Ammonia ( NH <sub>3</sub> ) Assay	99.9965%	Minimum
Ammonia ( NH <sub>3</sub> ) Assay	99.9990%	Typical
Water	33 ppm	Maximum
Water	<10 ppm	Typical
Oil	2 ppm	Maximum
Oil	1 ppm	Typical

Revision: August 01, 2009

Supercedes: June 01, 2001

Approval: QC/QA FB

DIVISIONS

NATIONAL AMMONIA, BOWER AMMONIA AND CHEMICAL, NORTHEASTERN AMMONIA, HAMLER INDUSTRIES



Tanner Industries, Inc.

## SAFETY DATA SHEET

### Section 1. Identification

Product Name: **Ammonia, Anhydrous**  
Synonyms: Ammonia

CAS REGISTRY NO: 7664-41-7

Supplier: Tanner Industries, Inc.  
735 Davisville Road, Third Floor  
Southampton, PA 18966

Website: [www.tannerind.com](http://www.tannerind.com)

Telephone (General): 215-322-1238  
Corporate Emergency Telephone Number: 800-643-6226  
Emergency Telephone Number: Chemtrec: 800-424-9300

Recommended Use: Various Industrial / Agricultural

### Section 2. Hazard(s) Identification

Hazard: Acute Toxicity, Corrosive, Gases Under Pressure, Flammable Gas, Acute Aquatic Toxicity

Classification: Acute Toxicity, Inhalation (Category 4) Note: (1 - Most Severe / 4 - Least Severe)  
Skin Corrosion / Irritation (Category 1B)  
Serious Eye Damage / Irritation (Category 1)  
Gases Under Pressure (Liquefied gas)  
Flammable Gases (Category 2)  
Acute Aquatic Toxicity (Category 1)

Pictogram:



Signal word: **Danger**

Hazard statements: Harmful if inhaled.  
Causes severe skin burns and serious eye damage.  
Flammable gas.  
Contains gas under pressure; may explode if heated.  
Very toxic to aquatic life.

Precautionary statements: Avoid breathing gas/vapors.  
Use only outdoors or in well-ventilated area.  
Wear protective gloves, protective clothing, eye protection, face protection.  
Keep away from heat, sparks, open flames and other ignition sources. No smoking.

Precautionary statements  
(continued):

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a doctor/physician and seek medical attention for severe exposure or if symptoms persist. Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

IF ON SKIN: Rinse immediately with plenty of water before removing clothes. Contaminated clothing could possibly be frozen to skin. Rinse skin with water or shower (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

IF IN EYES: Immediately call a doctor/physician and seek medical attention. Rinse continuously with water for several minutes (minimum of 20 minutes). Specific treatment, see supplemental first aid instructions in Section 4 (First Aid Measures).

Wash contaminated clothing before reuse.

Store in a well-ventilated place. Keep container tightly closed. Protect from sunlight. Store locked up.

In case of leakage: Eliminate all ignition sources, if safe to do so.

In case of leaking gas fire: Stop flow of gas before extinguishing.

Dispose of contents/container in accordance with local, regional, national, international regulations as applicable. See section 13 (Disposal Considerations).

**NFPA Rating:**



**HMIS Classification:**

ANHYDROUS AMMONIA	
HEALTH	3
FLAMMABILITY	1
REACTIVITY	0
PERSONAL PROTECTION	H

**NFPA Numbering System:**

0 = Least Hazardous / 4 = Most Hazardous

**HMIS Hazard Index:**

0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe

**Section 3. Composition / Information on Ingredients**

**CHEMICAL NAME:** Ammonia, Anhydrous

**CAS REGISTRY NO:** 7664-41-7

**SYNONYMS:** Ammonia

**CHEMICAL FAMILY:** Inorganic nitrogen compounds

**COMPOSITION:** 99+% Ammonia

**Section 4. First Aid Measures**

IF INHALED: Immediately remove person to fresh air and keep comfortable for breathing. In case of severe exposure or if irritation persists, breathing difficulties or respiratory symptoms arise, seek medical attention. If not breathing, administer artificial respiration. If trained to do so, administer supplemental oxygen, if required.

IF ON SKIN: Immediately rinse skin and contaminated clothing with plenty of water before removing clothes. Clothing that has been contacted by liquid ammonia may freeze to the skin. Thaw frozen clothing from skin before removing. Flush skin with copious amounts of tepid water for a minimum of 20 minutes. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. For liquid ammonia contact, seek immediate medical attention. For severe vapor contact or if irritation persists, seek medical attention.

IF IN EYES: Immediately rinse continuously with copious amounts of tepid water for a minimum of 20 minutes. Eyelids should be held apart and away from eyeball for thorough rinsing. Do not rub or apply topical, occlusive compounds, such as ointments, certain creams, etc., on affected area. Seek medical attention.

IF SWALLOWED: Rinse mouth. Do not induce vomiting. If conscious, give large amounts of water to drink. May drink orange juice, citrus juice or diluted vinegar (1:4) to counteract ammonia. If unconscious, do not give anything by mouth. Seek medical attention.

**NOTE TO PHYSICIAN:** Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Supportive treatment with necessary ventilation actions, including oxygen, may warrant consideration.

## Section 5. Fire Fighting Measures

### **EXTINGUISHING MEDIA:**

Water Spray, Water Fog, Dry Chemical, Carbon Dioxide (CO<sub>2</sub>) or foam.

### **SPECIAL FIRE FIGHTING PROCEDURES:**

Must wear protective clothing and a positive pressure SCBA.

Stop flow of gas or liquid if possible.

Approach fire upwind and evacuate area downwind if needed.

Use water spray to keep fire-exposed containers cool and control vapors.

If a portable container (such as a cylinder or trailer) can be moved from the fire area without risk to the individual, do so to prevent the pressure relief valve of the trailer or portable container from discharging or the cylinder from rupturing. If relief valves are inoperative, heat exposed storage containers may become explosion hazards due to over pressurization.

Stay upwind when containers are threatened.

### **UNUSUAL FIRE AND EXPLOSION HAZARDS:**

Outdoors, ammonia is not generally a fire hazard. Indoors, in confined areas, ammonia may be a fire hazard, especially if oil or other combustible materials are present.

Combustion may form toxic nitrogen oxides (NO<sub>x</sub>).

## Section 6. Accidental Release Measures

### **GENERAL:**

Only properly trained and equipped persons should respond to an ammonia release.

Wear eye, hand and respiratory protection and protective clothing; see Section 8, Exposure Controls / Personal Protection.

Stop source of leak if possible, provided it can be done in a safe manner.

Leave the area of a spill by moving laterally and upwind.

Isolate the affected area. Non-responders should evacuate the area, or shelter in place.

### **SPECIFIC STEPS TO BE TAKEN:**

For a hazardous material release response, Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Stay upwind and use water spray downwind of container to absorb the evolved gas.

Do not apply water directly to container, unless there is heat impingement, as ammonia boils at -28 °F (direct water will heat container), and more vapors will be released.

**Caution:** Adding water directly to liquid spills will increase volatilization of ammonia, thus increasing the possibility of exposure.

Contain spill and runoff from entering drains, sewers, streams, lakes and water systems by utilizing methods such as diking, containment, and absorption.

## Section 7. Handling and Storage

### **SPECIAL PRECAUTIONS:**

Only trained persons should handle anhydrous ammonia. Store in well-ventilated areas, with containers tightly closed. Protect from temperatures exceeding 120 °F (48.8 °C). Protect containers from physical damage. Keep away from ignition sources, especially in indoor spaces. Do not use plastic. Do not use any non-ferrous metals such as copper, brass, bronze, tin, zinc or galvanized metals. Use only stainless steel, carbon steel or black iron for anhydrous ammonia containers or piping.

OSHA 29 CFR 1910.111 prescribes handling and storage requirements for anhydrous ammonia.

Refer to Compressed Gas Association (CGA) G-2.1 for the recommendations for the storage and handling of anhydrous ammonia.

### **VENTILATION:**

Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

### **WORKPLACE PROTECTIVE EQUIPMENT:**

Protective equipment should be stored near, but outside of anhydrous ammonia area. Water for first aid, such as an eyewash station and safety shower, should be kept available in the immediate vicinity. See 29 CFR 1910.111 for workplace requirements.

### **DISPOSAL:**

See Section 13, Disposal Considerations. Classified as Resource Conservation and Recovery Act (RCRA) Hazardous Waste due to corrosivity with designation D002, if disposed of in original form.

## Section 8. Exposure Controls / Personal Protection

### EXPOSURE LIMITS FOR AMMONIA: (Vapor)

OSHA	50 ppm,	35 mg / m <sup>3</sup> PEL	8 hour TWA
NIOSH	35 ppm,	27 mg / m <sup>3</sup> STEL	15 minutes
	25 ppm,	18 mg / m <sup>3</sup> REL	10 hour TWA
	300 ppm,	IDLH	
ACGIH	25 ppm,	18 mg / m <sup>3</sup> TLV	8 hour TWA
	35 ppm,	27 mg / m <sup>3</sup> STEL	15 minutes

### PROTECTIVE EQUIPMENT:

**EYE/FACE PROTECTION:** Chemical splash goggles should be worn when handling anhydrous ammonia. A face shield can be worn over chemical splash goggles as additional protection. Do not wear contact lenses when handling anhydrous ammonia. Refer to 29 CFR 1910.133 for OSHA eye protection requirements.

**SKIN PROTECTION:** Ammonia impervious gloves and clothing (such as neoprene, butyl and Teflon) should be worn to prevent contact during normal operations, such as loading/unloading and transfers. Chemical boots can be worn as additional protection.

**RESPIRATORY PROTECTION:** Respiratory protection approved by NIOSH for ammonia must be used when applicable safety and health exposure limits are exceeded. For escape in emergencies, NIOSH approved respiratory protection should be used, such as a full-face gas mask and canisters/cartridges approved for ammonia or SCBA. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

Refer to 29 CFR 1910.134 and ANSI: Z88.2 for OSHA respiratory protection requirements.

Also refer to 29 CFR 1910.111 for respiratory protection requirements at bulk installations.

**VENTILATION:** Local exhaust should be sufficient to keep ammonia vapor below applicable exposure standards.

**FOR A HAZARDOUS MATERIAL RELEASE RESPONSE:** Level A and/or Level B ensemble including positive-pressure SCBA should be used. A positive pressure SCBA is required for entry into ammonia atmospheres at or above 300 ppm (IDLH).

## Section 9. Physical and Chemical Properties

<b>APPEARANCE AND ODOR:</b>	Colorless liquid or gas with a pungent odor. Odor threshold 2 - 5 ppm.
<b>SOLUBILITY IN WATER:</b>	(per 100 pounds of water): 86.9 pounds at 32 °F, 51 pounds at 68 °F
<b>SPECIFIC GRAVITY OF GAS (air = 1):</b>	0.596 at 32 °F
<b>SPECIFIC GRAVITY OF LIQUID (water = 1):</b>	0.682 at -28 °F (Compared to water at 39 °F).
<b>WEIGHT (per gallon):</b>	5.15 pounds at 60 °F
<b>PH:</b>	Not applicable (Highly alkaline/base).
<b>BOILING POINT:</b>	-28 °F at 1 Atm.
<b>FORMULA:</b>	NH <sub>3</sub>
<b>MOLECULAR WEIGHT:</b>	17.03 (NH <sub>3</sub> )
<b>FLAMMABILITY</b>	
<b>FLASHPOINT:</b>	None
<b>FLAMMABLE LIMITS OF VAPOR IN AIR:</b>	LEL/UEL 16% to 25% (listed in the <i>NIOSH Pocket Guide to Chemical Hazards</i> 15% to 28%).
<b>AUTO IGNITION TEMPERATURE:</b>	1,204 °F (If catalyzed), 1,570 °F (If un-catalyzed).
<b>CRITICAL TEMPERATURE:</b>	271.4 °F
<b>DECOMPOSITION TEMPERATURE:</b>	-108.4 °F
<b>GAS SPECIFIC VOLUME:</b>	20.78 Ft <sup>3</sup> /Lb at 32 °F and 1 Atm.
<b>VAPOR DENSITY:</b>	0.0481 Lb/Ft <sup>3</sup> at 32 °F
<b>LIQUID DENSITY:</b>	38.00 Lb/Ft <sup>3</sup> at 70 °F
<b>VISCOSITY:</b>	0.00982 cP at 68 °F
<b>EVAPORATION RATE:</b>	Not applicable
<b>APPROXIMATE FREEZING POINT:</b>	-108 °F
<b>VAPOR PRESSURE:</b>	114 psig at 70 °F
<b>SURFACE TENSION:</b>	23.4 Dynes / cm at 52 °F
<b>CRITICAL PRESSURE:</b>	111.5 Atm
<b>PARTITION COEFFICIENT:</b>	-114 at 77 °F

## Section 10. Stability and Reactivity

### **REACTIVITY:**

Anhydrous ammonia has potentially explosive reactions with strong oxidizers. Anhydrous ammonia forms explosive mixtures in air with hydrocarbons, chlorine, fluorine and silver nitrate. Anhydrous ammonia reacts to form explosive products, mixtures or compounds with mercury, gold, silver, iodine, bromine, silver oxide and silver chloride.

### **CHEMICAL STABILITY:**

Stable under normal ambient conditions of temperature and pressure. Heating a closed container causes vapor pressure to increase. Will not polymerize.

### **POSSIBILITY OF HAZARDOUS REACTIONS:**

Will react exothermically with acids and water.

### **CONDITIONS TO AVOID:**

Avoid anhydrous ammonia contact with chlorine, which forms a chloramine gas, which is a primary skin irritant and sensitizer. Avoid contact with galvanized surfaces, copper, brass, bronze, mercury, gold and silver. A corrosive reaction will occur.

### **INCOMPATIBLE MATERIALS:**

Anhydrous ammonia is incompatible with acetaldehyde, acrolein, boron, chloric acid, chlorine monoxide, chlorites, nitrogen tetroxide, perchlorate, sulfur, tin and strong acids.

### **HAZARDOUS DECOMPOSITION PRODUCTS:**

Anhydrous ammonia decomposes to hydrogen and nitrogen gases above 450 °C (842 °F). Decomposition temperatures may be lowered by contact with certain metals, such as iron, nickel and zinc and by catalytic surfaces such as porcelain and pumice.

## Section 11. Toxicological Information

**Potential health effects:** Ammonia is an irritant and corrosive to the skin, eyes, respiratory tract and mucous membranes. Exposure to liquid or rapidly expanding gases may cause severe chemical burns and frostbite to the eyes, lungs and skin. Skin and respiratory related diseases could be aggravated by exposure. The extent of injury produced by exposure to ammonia depends on the duration of the exposure, the concentration of the liquid, gas or vapor and the depth of inhalation.

### **Exposure Routes:**

Inhalation (vapors, gas), skin and/or eye contact (vapors, liquid, gas).

### **Symptoms of acute exposure:**

- Inhalation:** Exposure may result in severe irritation and/or burns of the nose, throat and respiratory tract. May cause dyspnea (breathing difficulty), wheezing, chest pain, bronchospasm, pink frothy sputum, pulmonary edema or respiratory arrest. Extreme exposure may result in death from spasm, inflammation or edema. Respiratory injury may appear as a delayed phenomenon. Pulmonary edema may follow chemical bronchitis. Brief inhalation exposure to 5,000 ppm may be fatal.
- Skin:** Irritation, corrosive burns, blister formation (vesiculation) may result. Contact with liquid may produce freeze burns (frostbite) and caustic burns.
- Eyes:** Vapors may cause severe irritation. Tearing, eye burns, permanent eye damage or blindness may occur. Effects of direct contact may range from irritation and lacrimation to severe injury and blindness.
- Ingestion:** Ingestion is unlikely since the material is a gas under normal atmospheric conditions. If ingested, it may cause burns and corrosion, severe pain of the mouth, throat, esophagus and stomach or may be fatal

### **Chronic Exposure:**

Repeated exposure to ammonia may cause chronic irritation of the eyes and respiratory tract.

### **Toxicity:**

LC<sub>50</sub> - 5131 mg/m<sup>3</sup> (7338 ppm) to 11,592 mg/m<sup>3</sup> (16,600 ppm), 60 minute exposure, Rat.

LD<sub>50</sub> - 350 mg / kg (Oral / Rat).

Not listed in the National Toxicology Program (NTP).

Not recognized by OSHA as a carcinogen.

Not listed as a carcinogen by the International Agency for Research on Cancer (IARC monograph).

Germ cell mutagenicity information is not available. Reproductive toxicity information is not available.

## Section 12. Ecological Information

Ammonia is harmful to aquatic life at very low concentrations. Notify local health and wildlife officials and operators of any nearby water intakes upon contamination of surface water.

### Toxicity:

Terrestrial plants: LOEC = 3-250 ppm NH<sub>3</sub>.

Aquatic plants: LOEC = 0.5-500 mg NH<sub>3</sub>-N/L.

Acute toxicity to invertebrates: 48 h LC50 = 2.94 mg un-ionized NH<sub>3</sub>-N/L.

Chronic toxicity to invertebrates: NOEC = 0.163- 0.42 mg un-ionized NH<sub>3</sub>/L.

Acute toxicity to fish: 96-h: LC50 = 0.09 – 3.51 mg un-ionized NH<sub>3</sub>/L.

Chronic toxicity to fish: NOEC = 0.025-1.2 mg un-ionized NH<sub>3</sub>/L.

**Environmental Fate Information:** Ammonia dissipates relatively quickly in ambient air and rapidly returns to the soil via combination with sulfate ions or washout by rainfall. Ammonia strongly adsorbs to soil, sediment particles and colloids in water under aerobic conditions. Biodegradation of ammonia to nitrate occurs in water under aerobic conditions resulting in a biological oxygen demand (BOD).

### Persistence/Degradability:

Biodegradable in soil. Ozonation in the air. Soluble in water.

### Bioaccumulative Potential:

Not applicable.

### Mobility in Soil:

No additional information available.

### Other Adverse Effects:

No additional information available.

## Section 13. Disposal Considerations

Dispose of unused contents/container in accordance with local/regional/national/international regulations as applicable.

Listed as hazardous substance under the Clean Water Act (CWA) (40 CFR 116.4 and 40 CFR 117.3).

Classified as hazardous waste under the Resource Conservation and Recovery Act (RCRA) (40 CFR 261.22 Corrosive #D002).

Comply with all regulations.

Suitably diluted product may be utilized as fertilizer on agricultural land.

For hazardous waste regulations information call the RCRA Hotline (800) 424-9346, or visit the US EPA website.

## Section 14. Transport Information

### US Department of Transportation

#### HAZARD CLASS:

(US Domestic): 2.2 (Non-Flammable Gas)  
(International): 2.3 (Poison Gas), subsidiary 8 (Corrosive)

#### PROPER SHIPPING DESCRIPTION:

(US Domestic): UN1005, Ammonia, Anhydrous, 2.2, RQ, Inhalation Hazard  
(International): UN1005, Ammonia, Anhydrous, 2.3, (8), RQ, Poison-Inhalation Hazard Zone "D"

#### LABEL / PLACARD:

(US Domestic): Non-Flammable Gas



(International): Poison Gas, Corrosive (Subsidiary)



#### IDENTIFICATION NUMBER:

UN 1005

#### ENVIRONMENTAL HAZARDS:

IMDG, Known Marine Pollutant: No  
United Nations Model Regulations, Environmentally Hazardous: No

### Section 15. Regulatory Information

Subject to the reporting requirements of Section 302, Section 304, Section 312 and Section 313, Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986 and 40 CFR 372.

Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), Section 103, any environmental release of this chemical equal to or over the reportable quantity of 100 pounds must be reported promptly to the National Response Center, Washington, D.C. (1-800-424-8802).

Emergency Planning & Community Right to Know Act, (EPCRA) extremely hazardous substance, 40 CFR 355, Title III, Section 302 – Ammonia, Threshold Planning Quantity (TPQ) 500 pounds.

Toxic Substances Control Act (TSCA): Listed in the TSCA Inventory.

EPA Hazard Categories – Immediate: Yes; Delayed: No; Fire: No; Sudden Release: Yes; Reactive: No

Clean Air Act – Section 112(r): Listed under EPA's Risk Management Program (RMP), 40 CFR Part 68, at storage/process amounts greater than the Threshold Quantity (TQ) of 10,000 pounds (ammonia, anhydrous).

Anhydrous ammonia is listed under Department of Homeland Security regulation 6 CFR Part 27, Chemical Facility Anti-Terrorism Standards at storage / process amounts greater than the threshold quantity of 10,000 pounds (ammonia, anhydrous).

Occupational Safety & Health Administration (OSHA): This material is considered to be hazardous as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200. This material is subject to Process Safety Management requirements of 29 CFR 1910.119 if maintained on-site, including storage / process, in quantities of 10,000 pounds (ammonia, anhydrous) or greater.

### Section 16. Other Information

Preparation Information: Revision Date May 1, 2015  
Replaces all previously dated versions.

Prepared by: HJS

Revisions to this Safety Data Sheet have been created to comply with the requirements of the OSHA Hazard Communication Final Rule issued in 2012 (HazCom 2012).

#### Acronyms:

ACGIH: American Conference of Governmental Industrial Hygienists  
ANSI: American National Standards Institute  
CAS: Chemical Abstracts Service  
CFR: Code of Federal Regulations  
DHS: Department of Homeland Security  
DOT: Department of Transportation  
EPA: Environmental Protection Agency  
HMIS: Hazardous Materials Identification System  
IARC: International Agency for Research on Cancer  
IDLH: Immediately Dangerous to Life or Health  
IMDG: International Maritime Dangerous Goods  
NFPA: National Fire Protection Association  
NIOSH: National Institute for Occupational Safety and Health  
NTP: National Toxicology Program  
OSHA: Occupational Safety and Health Administration  
PEL: Permissible Exposure Limit  
PPM: Parts Per Million  
RCRA: Resource Conservation and Recovery Act  
REL: Recommended Exposure Limit  
SCBA: Self Contained Breathing Apparatus

STEL: Short Term Exposure Limit  
TLV: Threshold Limit Value  
TWA: Time Weighted Average

Disclaimer:

The information, data, and recommendations in this safety data sheet relate only to the specific material designated herein and do not relate to use in combination with any other material or in any process. To the best of our knowledge, the information, data, and recommendations set forth herein are believed to be accurate. We make no warranties, either expressed or implied, with respect thereto and assume no liability in connection with any use of such information, data, and recommendations. Judgements as to the suitability of the information contained herein for the party's own use or purposes are solely the responsibility of that party. Any party handling, transferring, transporting, storing, applying or otherwise using this product should review thoroughly all applicable laws, rules, regulations, standards and good engineering practices. Such thorough review should occur before the party handles, transfers, transports, stores, applies or otherwise uses this product.