



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 1ST 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.

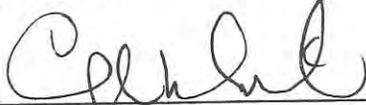
ADOPTED this 12th day of September 2016.

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:

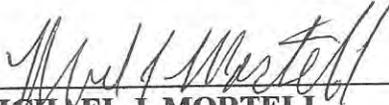


CHERYL WHITE
CITY CLERK



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

Telephone (772) 288-5320
Fax: (772) 600-1202
www.cityofstuart.us

July 25, 2016

Via Email Transmission: dcflynn@shannonchem.com

Shannon Chemical Corporation
Attn: Mr. Daniel C. Flynn
P O Box 376
Malvern, PA 19355

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

Dear Mr. Flynn,

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 Sodium Hexametaphosphate 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.

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

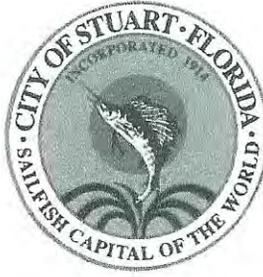
- I hereby agree to the contract renewal as specified of the subject Agreement
- I am unable to agree to the contract renewal as specified of the subject Agreement

DCM
(Signature)

Daniel C. Flynn
Printed Name

7/26/16
Date

President
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:

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

SECTION 2: This resolution shall take effect upon adoption.

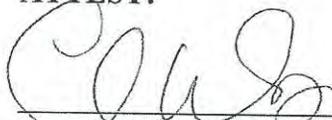
ADOPTED this 14th day of September 2015.

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:

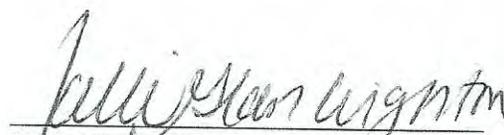
KELLI GLASS-LEIGHTON, MAYOR
JEFFREY KRAUSKOPF, VICE MAYOR
TOM CAMPENNI, COMMISSIONER
TROY MCDONALD, COMMISSIONER
EULA R. CLARKE, COMMISSIONER

YES	NO	ABSENT
X		
		X
X		
X		
X		

ATTEST:



CHERYL WHITE
CITY CLERK

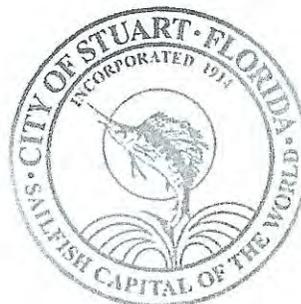


KELLI GLASS-LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELL
CITY ATTORNEY





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2015

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 Wharton Financial Group, Inc. 100 Front Street Suite 500 West Conshohocken PA 19428	CONTACT NAME: Doug Schroer	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 610 624 9055	E-MAIL: doug@creativeriskmanagement.net	
INSURED Shannon Chemical Corporation P.O. Box 376 Malvern PA 19355	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Chartis Specialty Insurance Co.	26883	
	INSURER B: Commerce and Industry Ins. Co.	19410	
	INSURER C: Granite State Insurance Co.	23809	
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: CL1492400277 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	EG28328983	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	CA1904346	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damage \$ ACV
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	EGU28333478	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	66455177	6/1/2015	6/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Legal Liability	X	EG28328983	6/1/2015	6/1/2016	\$ 1,000,000 each occurrence \$ 1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Stuart is an additional insured for the project number ITB No. 2015-293 chemicals for waste water treatment plants/water reclamation facilities.

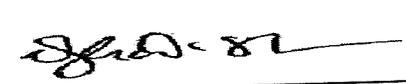
CERTIFICATE HOLDER

The City of Stuart
 Lenora Darden
 121 SW Flagler Avenue
 Stuart, FL 34994

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

Douglas Schroer/DOUG 



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

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

September 17, 2015

Via: Email transmission, dcflynn@shannonchem.com

Shannon Chemical Corporation
Attn: Mr. Daniel C. Flynn, V.P. Operations
P.O. Box 376
Malvern, PA 19355

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

Dear Mr. Flynn:

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 **\$19,646.00**. 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 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

Copy



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

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 29th 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	Daniel C. Flynn <i>DCF</i>
Company Name	Shannon Chemical Corporation
Street Address	P.O. Box 376
City, State, Zip	Malvern, PA 19355

Total Amount of Bid \$ 19,646.00

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.

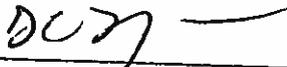
Hand Deliver Mail/Express Bids to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

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 1st 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.**

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.

<u>Shannon Chemical Corporation</u>	<u>07/20/15</u>	<u>dcflynn@shannonchem.com</u>
Firm Name	Date	Email Address
	<u>610-363-9090</u>	
Authorized Signature (Manual)	Telephone Number	
<u>Daniel C. Flynn, V.P.-Operations</u>	<u>610-524-6050</u>	
Name/Title (Please Print)	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, 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.
- 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.
- 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

the bid submittal as non-responsive. Vendors will describe how they comply when asked to specify their compliance.

Technical Specifications					
Item No.	Chemical Description	Physical Data	Individual Shipment Quantities	Compliance	Used at WTP WWTP
1	Liquid Sodium Hypochlorite	<p>Density 1.10 – 1.30, SpG (10%) 1.163, (12%) 1.202</p> <p>Color: liquid=green-yellow</p> <p>Minimum strength of 120 grams per liter (12 trade percent by volume)</p> <p>Contaminant concentration limits:</p> <p>Iron < 0.3 mg/L Copper < 0.3 mg/L</p> <p>Nickel: < 0.3 mg/L Chlorate: < 2,500 mg/L</p> <p>Bromate < 20 mg/L Perchlorate ≤ 20 mg/L</p> <p>Suspended Solids Test Time < 3 minutes</p> <p>The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1,000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem.</p>	5,000 gallon combined deliveries, Tanker Truck	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>N/A</p>	<p>WTP</p> <p>WWTP</p>
2	Anhydrous Ammonia	<p>SpG 0.62 @ 60 F, pH+ 11.6 (1 N sol. In water) % volatile by volume: 100</p> <p>Solubility in water: 33% @ 68F</p> <p>Vapor density: 0.6 @ 32 F</p> <p>Metallurgical Grade Anhydrous Ammonia</p>	City owns a 1,000 gal tank, The average delivery size is 600 gals/3,000 lbs	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>N/A</p>	WTP
3	Hydrofluosilicic Acid	<p>23 – 25% AWWA Standard B703-06</p> <p>No more than 0.020% heavy Metals (Mercury, Lead, Bismuth, and Copper expressed as Lead</p>	300 gallon deliveries, Tanker Truck	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>N/A</p>	WTP
4	Quicklime (Pebble Lime) *Florida Lime is Not Acceptable	<p>Not less than 92% available CaO</p> <p>SpG = 3.3, pH 11.7 – 12.5</p> <p>Slaking rate: 100g in 400g of water shall increase temperature from 25C to 72C in three minutes</p> <p>Size: 1/8" x 3/8" (maximum of 10% passing a 1/8" screen & nothing retained on 1/2" screen)</p>	25 ton deliveries, Tanker Truck with pneumatic unloading capability	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>N/A</p>	WTP

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"/> N/A	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 checked="" type="checkbox"/> No <input type="checkbox"/>	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"/> N/A	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"/> N/A	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"/> N/A	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"/> N/A	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.

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	GAL	\$ no bid	\$ no bid
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	\$1.034/#	\$19,646.00
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>6</u> - Overall Total for all items that apply					\$ 19,646.00
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 _____			
3-5 Days ARO F.O.B. Destination: # _____ Hours for Delivery after receipt of order (ARO)					

Company Name: Shannon Chemical Corporation Date: 07/20/15

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 # _____ THROUGH ADDENDA # _____

Company Name: Shannon Chemical Corporation Date: 07/20/15

Name of individual submitting Bid: Daniel C. Flynn

Email address: dcflynn@shannonchem.com Ph: 610-363-9090

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.
Common Carrier used for delivery
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.)
8:00 a.m. - 5:00 p.m. Ann Arrell or Kim D'Ambrosio 800-860-9090
3. Please provide 24-hour Emergency Contact Information if different than above:
Ann Arrell 800-860-9090
4. Number of year's organization has been in business. 44
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 Shannon Chemical Corporation

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: City of Stuart	
Address 1002 Palm Beach Road	
City Stuart	, State FL Zip Code 34994
Contact Name: Jim Parks	Title:
Phone No: (772) 288 - 5343 Fax: () -	
Email:	
Delivery Date: Current	Location Stuart WTP
Type of Product Supplied Sodium Hexametaphosphate	
Governmental or Private	Dollar Value of Contract \$

#2 REFERENCES

Company/Entity Name: City of Hollywood	
Address 3441 Hollywood Boulevard	
City Hollywood	, State FL Zip Code 33021
Contact Name: Bob Boyce	Title: Plant Personnel
Phone No: (954)967 - 4230 Fax: (954)921 - 3086	
Email:	
Delivery Date:	Location Water Treatment Plant
Type of Product Supplied Sodium Hexametaphosphate	
Governmental or Private	Dollar Value of Contract \$

#3 REFERENCES

Company/Entity Name: City of Boynton Beach	
Address 5469 W. Boynton Beach Boulevard	
City Boynton Beach	, State FL Zip Code 33437
Contact Name: Terry Daeumber	Title:
Phone No: (561) 742 - 6950 Fax: () - Email:	
Delivery Date: 2014	Location Water Treatment Plant
Type of Product Supplied Water Treatment	
Governmental or Private	Dollar Value of Contract \$

Company Name **Shannon Chemical Corporation**

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 Shannon Chemical Corporation

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.
- 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 _____



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 Wharton Financial Group, Inc. 1055 Westlakes Drive Suite 135 Berwyn PA 19312	CONTACT NAME: Colleen Gramiak
	PHONE (A/C No. Ext): (484) 568-4425 FAX (A/C No.): E-MAIL ADDRESS: colleen@creativeriskmanagement.net
INSURED Shannon Chemical Corporation P.O. Box 376 Malvern PA 19355	INSURER(S) AFFORDING COVERAGE
	INSURER A: Chartis Specialty Insurance Co. NAIC # 26883
	INSURER B: Commerce and Industry Ins. Co. 19410
	INSURER C: Granite State Insurance Co. 23809
	INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1492400277 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	EG28328983	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	CA1904346	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damage \$ ACV
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/>	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EGU28333478	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 DED \$ RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>				N/A
A	Pollution Legal Liability	X	EG28328983	6/1/2015	6/1/2016	\$ 1,000,000 each occurrence \$ 1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The city of Stuart is an additional insured for the project named chemicals for waste water treatment plants and the project number is ITB # 2012-278

CERTIFICATE HOLDER

CANCELLATION

The City of Stuart Lenora Darden 121 SW Flagler Avenue Stuart, FL 34994	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 Douglas Schroer/DOUG

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Shannon Chemical Corporation	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input checked="" type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) P.O. Box 376		Requester's name and address (optional)
City, state, and ZIP code Malvern, PA 19355		
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 the "Name" line to avoid backup withholding. For individuals, this is 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.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

2	3	-	1	8	5	6	7	9	3
---	---	---	---	---	---	---	---	---	---

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

Part II Certification

Under penalties of perjury, I certify that:

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

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 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 07/20/15
------------------	----------------------------	------------------------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

State of Florida

Department of State

I certify from the records of this office that SHANNON CHEMICAL CORPORATION is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on March 2, 2010.

The document number of this corporation is F10000001053.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 6, 2015, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of January, 2015*



Ken Detmer
Secretary of State

Authentication ID: CC7583126876

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



Shannon Chemical Corporation

Specializing in LEAD and COPPER Corrosion Cont

LETTER OF CERTIFICATION

SHAN-O-PHOS

Corrosion Inhibitor & Sequestering Agent

Water Treatment Compound

SHANNON CHEMICAL CORPORATION certifies that SHAN-O-PHOS, plain unadjusted sodium hexametaphosphate (SHMP) is EPA & NSF Standard 60 approved under its manufacturers name.

The specifications for SHAN-O-PHOS are:

Phosphate as PO_2O_5	67.5%
Phosphate as PO_4	89.9%
pH (1% solution)	6.78
Heavy Metals	Less than .001%
Color	White
Solubility (#/gallon)	5# per gallon

The raw materials used in the formulation of the SHMP meet or exceed the specifications for additives to potable drinking water as stated in the Water Chemicals Codex and the Water Chemicals Codex: Supplementary Recommendations For Direct Additives.

DC07 -

Daniel C. Flynn
Vice President-Operations
SHANNON CHEMICAL CORPORATION



Shannon Chemical Corporation

Specializing in **LEAD** and **COPPER** Corrosion Cont.

SHAN-O-PHOS

MATERIAL SAFETY DATA SHEET

Information Telephone # (610) 363-9090
 Chem Tel Telephone # (800) 255-3924
 Emergency Telephone # (484) 354-9773

SECTION I

IDENTIFICATION

Product Name: SHAN-O-PHOS
 Chemical Name: Sodium Hexametaphosphate
 Chemical Formula: Proprietary
 Chemical Family: Not Applicable
 Synonyms: SHMP; Sodium Polyphosphate
 C.A.S. Number: 10124-56-8

SECTION II

HAZARDOUS INGREDIENTS

SHAN-O-PHOS contains the following chemicals subject to the reporting requirements of Section 313 of the Emergency Planning and Community Right To Know Act of 1986 and of 40 CFR Part. 372:

<u>Material</u>	<u>%</u>	<u>PEL</u>	<u>TLV</u>	<u>CAS#</u>
None				

Carcinogenicity Not a known Carcinogen. Not listed by NTP, IARC or OSHA

MATERIAL SAFETY DATA SHEET

SECTION III

HAZARD IDENTIFICATION

Emergency Overview:	SHAN-O-PHOS is a odorless, white powder. SHAN-O-PHOS is not flammable nor combustible. Emergency response individuals should wear the appropriate PPE suitable for the situation to which they are responding.
Routes of Entry (Exposure):	The primary routes of exposure for SHAN-O-PHOS are through inhalation.
Inhalation:	May cause respiratory irritation and/or distress.
Contact With Skin or Eyes:	Contact with eyes may cause irritation and burning. Rinse eyes thoroughly with water. Skin contact for a prolonged period of time will result in reddening, discomfort, irritation and burning. Rinse exposed area after exposure.
Skin Absorption:	Skin absorption is not a significant route of overexposure.
Ingestion:	Can be fatal. Do not ingest. If the product is swallowed, irritation and burns of the mouth, throat and esophagus will occur.
Health Effects:	
Acute:	This product is non-corrosive. Contact will result in irritation and burning.
Chronic:	Stomach pains, metallic taste, vomiting, lung irritation and difficulty breathing may result from, prolonged exposure to high concentrations of mist.
Target Organs:	Skin, eyes, respiratory system.

MATERIAL SAFETY DATA SHEET

SECTION IV

FIRST AID MEASURES

- Eye Exposure:** Flush eyes with running water for 10-15 minutes. If individual is wearing contact lenses, remove them. Hold eyelids apart while flushing with water. Seek medical attention.
- Skin Exposure:** Rinse with water for 5 minutes. Remove and wash any clothing exposed to the solution before reuse. If irritation and swelling persist, seek medical attention.
- Inhalation:** Remove from further exposure. Expose individual to fresh air. If not breathing, give proper artificial respiration. If breathing is difficult, trained personnel should administer oxygen. Seek immediate medical attention.
- Ingestion:** If victim is conscious and alert give 2-3 glasses of water. **Do Not** induce vomiting. Do not give anything to drink to an unconscious person. Do not leave victim unattended. To prevent aspiration, lay victim on side with head lower than waist. Vomiting may occur simultaneously. Seek immediate medical attention.

SECTION V

FIRE AND EXPLOSION DATA

N.F.P.A. Hazard Ratings

Health: 0 Fire: 0 Reactivity: 0 Other: 0

Flash Point: Not Flammable
Flammable Limits: Not Flammable
Autoignition Temperature: N.A.

Fire Extinguishing Materials:

Water :	Yes	Carbon Dioxide:	Yes
Foam:	Yes	Day Chemical:	Yes
Halon:	Yes	Other:	Any "ABC" Class

Unusual Fire and
Explosion Hazards: None

Special Fire
Fighting Procedures: None

MATERIAL SAFETY DATA SHEET

SECTION VI

ACCIDENTAL RELEASE

Spill and Leak Response: Not Applicable

SECTION VII

HANDLING AND STORAGE

SHAN-O-PHOS solutions are neutral in acidity and should be handled in an appropriate manner. Avoid contact with skin, eyes, clothing and mucous membranes. Wear protective clothing. Handle and use in a manner consistent with good industrial/manufacturing techniques and practices. Use in a well-ventilated area.

Store in a cool, dry location away from direct sunlight and source of heat. Store away from incompatible materials. (See Section X)

SECTION VIII

PROTECTION EXPOSURE CONTROL -PERSONAL

Respiratory Protection: None

Skin Protection: Where direct contact is likely, wear neoprene chemical resistant gloves and a protective apron or chemical suit if necessary.

Eye Protection: Wear chemical splash goggles and/or a face shield when eye and face contact is possible due to splashing or material handling and transfer.

Body Protection: A rubber apron or other impermeable body protection is suggested. Full body chemical protective clothing is recommended for emergency response procedures.

Ventilation Protection: Not required.

SECTION IX

PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	White Powder
Odor:	None
Product Density:	1.2 – 1.35 gr/Cm ³
Solubility:	Infinitely soluble
Boiling Point:	No Data
Freezing Point:	No Data
pH 1% Solution:	6.2 to 6.8

MATERIAL SAFETY DATA SHEET

SECTION X

STABILITY AND REACTIVITY

Stability: SHAN-O-PHOS is stable under normal ambient conditions of temperature and pressure.

Conditions To Avoid: None

Incompatible Materials: None

Hazardous Decomposition Products: Toxic fumes of PO_x may be emitted if decomposition temperature is reached.

Hazardous Polymerization: Will not occur

SECTION XI

TOXICOLOGICAL INFORMATION

Suspected Cancer Agent: This product or its raw material ingredients are not found on any of the following lists: Federal OSHA Z List, NTP, IARC, and CAL/OSHA. Not a known carcinogen.

Sensitization Effects: This product contains no known sensitizers with repeated or prolonged use.

Reproductive Toxicity Information:

Mutagenicity: No reported mutagenic effects in humans.

Embryotoxicity: No reported embryotoxic effects in humans.

Teratogenicity: No reported teratogenesis effects in humans.

Reproductive Toxicity: No reported reproductive toxicity effects in humans.

SECTION XII

ECOLOGICAL INFORMATION

Biodegradability: Anaerobic

Ecotoxicity: Not Available

Biological Oxygen Demand (BOD5): Not Available

Chemical Oxygen Demand: Not Available

Additional Ecological Information: The phosphate component of this product may act as a plant nutrient causing eutrofication.

MATERIAL SAFETY DATA SHEET

SECTION XIII

DISPOSAL CONSIDERATIONS

In case of spill, contain material and call local authorities for emergency assistance. Neutralize the chemical spill with soda ash or lime. Collect in appropriate containers. Dispose of all waste in accordance with appropriate Federal, State and local regulations.

Container Disposal:

State and local requirements for container disposal often differ with Federal laws. Consult local authorities regarding proper disposal of drums and containers.

SECTION XIV

TRANSPORTATION INFORMATION

Proper Shipping Name:
DOT Hazard Class:
Label Requirements:
Reportable Quantity (RQ):

Water Treatment Compound
Non-Hazardous
Non-Corrosive
N/A

SECTION XV

REGULATORY INFORMATION

This product is subject to the reporting requirements of Section 302, 304 and 313 Title III of the Superfund Amendments and Reauthorization Act as follows:

Product

CAS #



OFFICIAL LISTING

NSF International Certifies that the products appearing on this Listing conform to the requirements of NSF/ANSI Standard 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on April 9, 2015.

Shannon Chemical Corp.
P.O. Box 376
Malvern, PA 19355
610-363-9090

Facility: Exton, PA

Chemical/
Trade Designation

Function

Max Use

Blended Corrosion Inhibitor

SHAN-NO-CORR Lead Free
SNC-4442

Function	Max Use
Corrosion & Scale Control	14.8 mg/L
Corrosion & Scale Control	13 mg/L
Sequestering	

SNC-Lead Free

SNC-N2

SNC-NO LEAD

SNC-RS2

Corrosion & Scale Control	14.8 mg/L
Corrosion & Scale Control	10 mg/L
Corrosion & Scale Control	14.8 mg/L
Corrosion & Scale Control	10 mg/L

Blended Phosphates

SLI-1226

SLI-5215

SLI-5225

SLI-5230

SLI-5240

SLI-5250

SLI-5260

SLI-5270

SLI-5275

SLI-5285

SLI-5370

SLI-5385

SLI-7150

SLI-7275

Corrosion & Scale Control	27 mg/L
Corrosion & Scale Control	28 mg/L
Sequestering	
Corrosion & Scale Control	26 mg/L
Sequestering	
Corrosion & Scale Control	28 mg/L
Sequestering	
Corrosion & Scale Control	28 mg/L
Sequestering	
Corrosion & Scale Control	28 mg/L
Sequestering	
Corrosion & Scale Control	28 mg/L
Sequestering	
Corrosion & Scale Control	30 mg/L
Sequestering	
Corrosion & Scale Control	28 mg/L
Sequestering	
Corrosion & Scale Control	28 mg/L
Sequestering	
Corrosion & Scale Control	30 mg/L
Corrosion & Scale Control	30 mg/L
Sequestering	

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF International.



SLI-7425	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-7450	Corrosion & Scale Control	28	mg/L
	Sequestering		
SLI-7575	Corrosion & Scale Control	36	mg/L
	Sequestering		
SLI-B	Corrosion & Scale Control	27	mg/L
SLI-DP	Corrosion & Scale Control	30	mg/L
SLI-HP	Corrosion & Scale Control	30	mg/L
	Sequestering		
SLI-K200	Corrosion & Scale Control	36	mg/L
	Sequestering		
SNC-1226	Corrosion & Scale Control	14	mg/L
SNC-5210	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5220	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5225	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5230	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5240	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5250	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5270	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5275	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5295	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5420	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-5520	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-7220	Corrosion & Scale Control	12	mg/L
	Sequestering		
SNC-7435	Corrosion & Scale Control	10	mg/L
	Sequestering		
SNC-HW	Corrosion & Scale Control	10	mg/L
SNC-TYPE B	Corrosion & Scale Control	10	mg/L
Citric Acid [2] [3]	Corrosion & Scale Control	10	mg/L
SE-CA-50	Membrane Cleaner	N/A	
	Well Cleaning Aid		
Hydrofluosilicic Acid	Fluoridation	6	mg/L
SE-1900 L-25			
Miscellaneous Corrosion Chemicals [ZN]			
SHAN-NO-CORR	Corrosion & Scale Control	10	mg/L
SHAN-NO-CORR Plus, SNC +	Corrosion & Scale Control	10	mg/L
SHAN-NO-CORR TYPE L	Corrosion & Scale Control	20	mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF International.
2 of 5



SHAN-NO-CORR TYPE N	Corrosion & Scale Control	10	mg/L
SHAN-NO-CORR ZOP	Corrosion & Scale Control	10	mg/L
SLI-333	Corrosion Control	25	mg/L
SLI-444 S	Corrosion & Scale Control	25	mg/L
SNC-444	Corrosion & Scale Control	10	mg/L
SNC-444 S	Corrosion & Scale Control	18.6	mg/L
SNC-ZOP 123	Corrosion & Scale Control	11	mg/L
SNC-ZOP 321	Corrosion & Scale Control	11	mg/L
Miscellaneous Treatment Chemical			
RSC-100X [1]	Ion Exchange Supplement	750	mg/L
Monosodium Orthophosphate			
SLI-5179	Corrosion Control	25	mg/L
SLI-SE 100	Corrosion Control	25	mg/L
SNC-5179	Corrosion & Scale Control	12.6	mg/L
	Sequestering		
SNC-MSP	Corrosion & Scale Control	12.6	mg/L
	Sequestering		
Phosphoric Acid			
SLI-PHOS 36	Corrosion & Scale Control	25	mg/L
SLI-PHOS 50	Corrosion & Scale Control	20.5	mg/L
SLI-PHOS 75	Corrosion & Scale Control	12	mg/L
Potassium Permanganate [PO]			
SE-3955 C	Disinfection & Oxidation Oxidant	50	mg/L
SE-3955 F	Disinfection & Oxidation Oxidant	50	mg/L
SE-3955 N	Disinfection & Oxidation Oxidant	50	mg/L
Sodium Acid Pyrophosphate			
SNC-318	Corrosion & Scale Control	12	mg/L
SNC-5185	Corrosion & Scale Control	12	mg/L
Sodium Permanganate [PO]			
SE-2355-10	Disinfection & Oxidation Oxidant	352	mg/L
SE-2355-15	Disinfection & Oxidation Oxidant	234	mg/L
SE-2355-20	Disinfection & Oxidation Oxidant	176	mg/L
SE-2355-25	Disinfection & Oxidation Oxidant	140	mg/L
SE-2355-40	Disinfection & Oxidation Oxidant	88	mg/L
Sodium Polyphosphates, Glassy			
SHAN-O-PHOS	Corrosion & Scale Control	10.7	mg/L
	Sequestering		
SLI-5125	Corrosion & Scale Control	42.8	mg/L
	Sequestering		
SLI-5130	Corrosion & Scale Control	35.6	mg/L
	Sequestering		

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SLI-5135	Corrosion & Scale Control Sequestering	30.5	mg/L
SLI-5140	Corrosion & Scale Control Sequestering	26.7	mg/L
SLI-5145	Corrosion & Scale Control Sequestering	23.8	mg/L
SLI-5150	Corrosion & Scale Control Sequestering	21.4	mg/L
SLI-5155	Corrosion & Scale Control Sequestering	19.5	mg/L
SLI-5160	Corrosion & Scale Control Sequestering	17.8	mg/L
SLI-Quest 25	Corrosion & Scale Control Sequestering	42.8	mg/L
SLI-Quest 30	Corrosion & Scale Control Sequestering	35.6	mg/L
SLI-Quest 35	Corrosion & Scale Control Sequestering	30.5	mg/L
SLI-Quest 40	Corrosion & Scale Control Sequestering	26.7	mg/L
SLI-Quest 45	Corrosion & Scale Control Sequestering	23.8	mg/L
SLI-Quest 50	Corrosion & Scale Control Sequestering	21.4	mg/L
SLI-Quest 55	Corrosion & Scale Control Sequestering	19.5	mg/L
SLI-Quest 60	Corrosion & Scale Control Sequestering	17.8	mg/L
SNC-5190	Corrosion & Scale Control Sequestering	10.7	mg/L
Sodium Tripolyphosphate			
SHAN-O-POLY	Corrosion & Scale Control Sequestering	12	mg/L
SNC-5177	Corrosion & Scale Control Sequestering	12	mg/L
Tetrapotassium Pyrophosphate			
SLI-6120	Corrosion & Scale Control Sequestering	30	mg/L
SLI-6134	Corrosion & Scale Control Sequestering	22.5	mg/L
SLI-K100	Corrosion & Scale Control Sequestering	30	mg/L
SLI-KPHOS	Corrosion & Scale Control Sequestering	22.5	mg/L
SNC-6157	Corrosion & Scale Control Sequestering	14	mg/L
SNC-KPHOS	Corrosion & Scale Control Sequestering	14	mg/L
Zinc Chloride [ZN]			
SLI-2125	Corrosion & Scale Control	15	mg/L
SLI-2150	Corrosion & Scale Control	8	mg/L

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SLI-2162	Corrosion & Scale Control	6	mg/L
Zinc Orthophosphate [ZN]			
SLI 3535	Corrosion & Scale Control	24	mg/L
SLI 4217	Corrosion & Scale Control	28	mg/L
SLI 5050	Corrosion & Scale Control	17	mg/L
SLI-1010	Corrosion & Scale Control	20	mg/L
SLI-1021	Corrosion & Scale Control	22	mg/L
SLI-1521-C	Corrosion & Scale Control	22	mg/L
SLI-2020	Corrosion & Scale Control	10	mg/L
SLI-321	Corrosion & Scale Control	10	mg/L
SLI-321L	Corrosion & Scale Control	10	mg/L
SLI-5024	Corrosion & Scale Control	16	mg/L
SLI-5215	Corrosion & Scale Control	40	mg/L
SLI-5216	Corrosion & Scale Control	29	mg/L
SLI-7215	Corrosion & Scale Control	28	mg/L
SLI-932	Corrosion & Scale Control	26	mg/L
SLI-939	Corrosion & Scale Control	25	mg/L

- [1] This product is designed to be used in conjunction with ion exchange resins for the purpose of reducing radium from drinking water.
- [2] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.
- [3] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.
- [PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.
- [ZN] Based on an evaluation of health effects data, the level of zinc in the finished drinking water shall not exceed 2.0 mg/L.

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