



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.

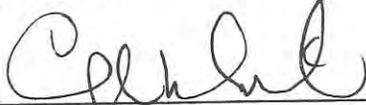
ADOPTED this 12th day of September 2016.

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:

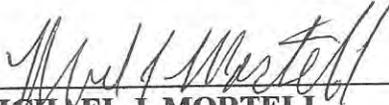


CHERYL WHITE
CITY CLERK



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: MExum@florida-chemical.com

Florida Chemical Supply Inc.
Attn: Ms. Marilyn Exum
6810 East Chelsea Street
Tampa, FL 33610

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

Dear Mr. Exum,

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 Hydrofluorosilicic Acid 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

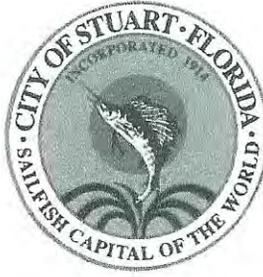
I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Printed Name

Date

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.

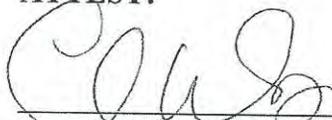
ADOPTED this 14th day of September 2015.

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:

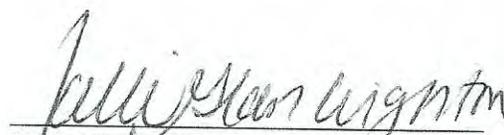
KELLI GLASS-LEIGHTON, MAYOR
JEFFREY KRAUSKOPF, VICE MAYOR
TOM CAMPENNI, COMMISSIONER
TROY MCDONALD, COMMISSIONER
EULA R. CLARKE, COMMISSIONER

YES	NO	ABSENT
X		
		X
X		
X		
X		

ATTEST:



CHERYL WHITE
CITY CLERK

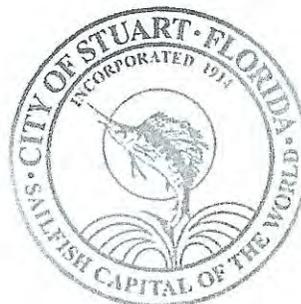


KELLI GLASS-LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELL
CITY ATTORNEY





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2015

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 Stahl & Associates Insurance, Inc. 110 Carillon Parkway St. Petersburg FL 33716	CONTACT NAME: Donna Shaw, CIC PHONE (A/C. No. Ext): (727) 391-9791 E-MAIL ADDRESS: donna.shaw@stahlinsurance.com	FAX (A/C. No): (727) 393-5623
	INSURER(S) AFFORDING COVERAGE	
INSURED Florida Chemical Supply Inc 6810 E Chelsea Street Tampa FL 33610	INSURER A: Westchester Fire Ins Co NAIC # 10172	
	INSURER B: ACE American Insurance Co 22667	
	INSURER C: RetailFirst Insurance Co 10700	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1581227362

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G27886516	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			H08460024	8/1/2015	8/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			52030234	3/13/2015	3/13/2016	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
A	Contractors Pollution Liab			G27886516	8/1/2015	8/1/2016	E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Contractors Pollution Liab			G27886516	8/1/2015	8/1/2016	Each Pollution Condition 1,000,000

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

City of Stuart is included as additional insured with respect to general liability and auto liability. Waiver of subrogation in favor of City of Stuart applies to general liability, auto liability and workers compensation.

CERTIFICATE HOLDER

(772)600-0134 ldarden@ci.stuart.fl.us

 City of Stuart
 121 SW Flagler Avenue
 Stuart, FL 34994-2172

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

Kelly Petzold/SHAW

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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, MExum@Florida-Chemical.com

Florida Chemical Supply Inc.
Attn: Ms. Marilyn Exum, CEO
6810 East Chelsea Street
Tampa, FL 33610

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

Dear Ms. Exum:

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 **\$8,700.00**. 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



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

COPY

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	<u>Florida Chemical Supply Inc.</u>
Company Name	<u>Florida Chemical Supply Inc</u>
Street Address	<u>6810 East Chelsea Street</u>
City, State, Zip	<u>Tampa, Florida 33610</u>
Total Amount of Bid	<u>\$ 292404.00</u>

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.**

Florida Chemical Supply Inc

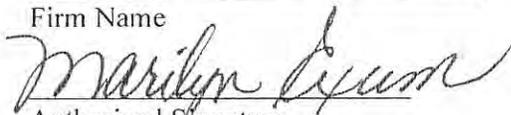
7/15/15

MExum@Florida-Chemical.com

Firm Name

Date

Email Address



813.623.1274

Authorized Signature
(Manual)

Telephone Number

Marilyn Exum, CEO

813.622.7167

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 its 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	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	WTP WWTP
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>	<p>City owns a 1,000 gal tank,</p> <p>The average delivery size is 600 gals/3,000 lbs</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>	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	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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	Yes <input type="checkbox"/> No <input type="checkbox"/>	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 checked="" type="checkbox"/> No <input type="checkbox"/>	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"/>	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"/>	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 checked="" type="checkbox"/> No <input type="checkbox"/>	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 checked="" type="checkbox"/> No <input type="checkbox"/>	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	\$ 1.25	\$ 150000.00
2	Ammonia (NH3)	18,250 LB	GAL	\$ No Bid	\$ No Bid
3	Fluoride	3,000	GAL	\$ 2.90	\$ 8700.00
4	Pebble Lime (CaO) (Quick Lime)	560	TON	\$ No Bid	\$ No Bid
5	Hydrochloric Acid 31.45%	1,100	GAL	\$ 2.44	\$ 2684.00
6	Sodium Hexametaphosphate	19,000	LB	\$ 2.10	\$ 39900.00
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	\$ 3.44	\$ 61920.00
10	Liquid Ferric Chloride	10,000	GAL	\$ 2.92	\$ 29200.00
Item(s) #: <u>1,3,5,6,9,10</u> - Overall Total for all items that apply					\$ 292404.00
<p>Is Bidder offering the above product as specified? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If No, bidder is to indicate their equivalent below and attach product literature.</p> <p>Item #: _____ Product _____ Item #: _____ Product _____</p> <p>Item #: _____ Product _____ Item #: _____ Product _____</p>					
<p>F.O.B. Destination: # <u>24</u> Hours for Delivery after receipt of order (ARO)</p>					

Company Name: Florida Chemical Supply Inc Date: 7/14/15

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.

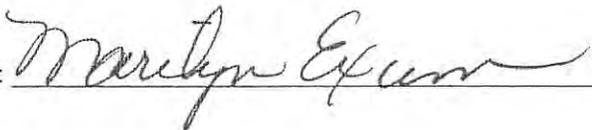
ACKNOWLEDGEMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM # _____ THROUGH ADDENDA # _____

Company Name: Florida Chemical Supply Inc Date: 7/14/15

Name of individual submitting Bid: Marilyn Exum

Email address: MExum@florida-chemical.com Ph: 813.623.1274

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.
Blue & White striped shirts, navy blue pants with name on shirt
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.)
Monday through Friday 7:30AM to 4:30PM
3. Please provide 24-hour Emergency Contact Information if different than above:
813.434.5856
4. Number of year's organization has been in business. 40
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 Florida Chemical Supply Inc.

ATTACHMENT C

REFERENCES

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

#1 REFERENCE

Company/Entity Name: City of Tallahassee	
Address 4505 Springhill Road	
City Tallahassee , State FL Zip Code 32305	
Contact Name: Craig Dough	Title: Operations
Phone No:(850) 891 - 8427 Fax:() -	
Email: Craig.Dough@Talgov.com	
Delivery Date:	Location
Type of Product Supplied Methanol,	
Governmental or Private	Dollar Value of Contract \$

#2 REFERENCES

Company/Entity Name: Hillsborough County	
Address Sheldon Road	
City Tampa , , State FL Zip Code 33615	
Contact Name:	Title:
Phone No:(813594.5035 Fax:() -	
Email:	
Delivery Date:	Location
Type of Product Supplied Methanol to waste water treatment plant	
Governmental or Private Municipal	Dollar Value of Contract \$ 750,000 +

#3 REFERENCES

Company/Entity Name: Hialeah Water LLP	
Address 16500 NW 97th Avenue	
City Hialeah , State FL Zip Code 33018	
Contact Name: Ramon Diaz	Title: Plant Operator
Phone No:(954.773.6419 Fax:() -	Email: ramon.diaz@inima.com
Delivery Date:	Location
Type of Product Supplied Multiple products	
Governmental or Private Gov.	Dollar Value of Contract \$

Company Name Florida Chemical Supply Inc

ATTACHMENT D

BIDDERS CHECKLIST

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

Is Bid envelope marked accordingly?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Invitation to Bid cover page (page 1) completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is copy of bidder's valid Business Tax Receipt submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Bid Schedule Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is safety report and Quality program included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is bid submitted in triplicate (one original, two copies) ?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bidder must submit proof that their firm name is registered. with their State of origin	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is proof of insurance included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is minimum Qualification of Bidders/Questionnaire information included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Reference Form completed and enclosed?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is MSDS or COA submitted?	Yes <input 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 Florida Chemical Supply Inc

ATTACHMENT E

STATEMENT OF "NO BID"

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

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

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



INFORMATION ONLY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/13/2015

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 Stahl & Associates Insurance, Inc. 110 Carillon Parkway St. Petersburg FL 33716	CONTACT NAME: Donna Shaw, CIC	
	PHONE (A/C, No, Ext): (727) 391-9791 FAX (A/C, No): (727) 393-5623 E-MAIL ADDRESS: donna.shaw@stahlinsurance.com	
INSURED Florida Chemical Supply Inc 6810 E Chelsea Street Tampa FL 33610	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Colony Insurance Co.	39993
	INSURER B: Owners Insurance Co	32700
	INSURER C: RetailFirst Insurance Co	10700
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL1512224161 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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X Y	103GL000718403	11/14/2014	11/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 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					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X Y	4603317300	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	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 N/A	52030234	3/13/2015	3/13/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Please add Job no. 15-004 SWWRF Reclaimed PS Mods					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Wharton-Smith Inc., Owner and all other parties required are Additional Insured on the General Liability as respects to the ongoing & completed operations of the named insured on a primary & non contributory basis when required under written contract. Wharton-Smith Inc., Owner and all other parties required are Additional Insured on the Auto Liability policies as respects to operations of the named insured when required by written contract. Waiver of Subrogations are provided in favor of Wharton-Smith Inc., Owner and all other parties required for the General Liability, Auto Liability and Workers Compensation. Thirty Day Notice of Cancellation applies to Wharton-Smith, Inc

CERTIFICATE-HOLDER CANCELLATION

Wharton-Smith Inc Cheryl Henderson 125 W. Indiantown Rd., Suite 2 Jupiter, FL 33458	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 Kelly Petzold/SHAW <i>Kelly Petzold</i>
--	--

March 29, 2012

Mr. Marc J. Maseman
President & CEO
Florida Chemical Supply, Inc.
6810 East Chelsea St.
Tampa, FL 33610

Dear Mr. Maseman,

Congratulations on completing NACD's Responsible Distribution document verification! As our gift to you, please find a NACD Responsible Distribution flag enclosed to proudly display at your place of business.

We are very excited to move your company from candidate status to full NACD membership status. With this change, you are now a full voting member and may use the Responsible Distribution verified logo on your website, printed materials, email signature line, etc. These logos are available to download from the Member Center section of the NACD website, or directly at <http://nacd.com/resources/logos.aspx>

If you have any questions on the next steps for your Responsible Distribution on-site verification, please do not hesitate to contact Mike Lang, Vice President of Responsible Distribution, at mlang@nacd.com or directly at 571-482-3045.

Again, congratulations and thank you for Florida Chemical Supply, Inc.'s commitment to Responsible Distribution.

Sincerely,



Sarah Stewart

Cc: Mike Lang, VP of Responsible Distribution, NACD

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) Florida Chemical Supply, Inc	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company Enter the tax classification (D-disregarded entity, C-corporation, P-partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 6810 E Chelsea Street	Requester's name and address (optional)
	City, state, and ZIP code Tampa, FL 33610	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is 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
:
:
or
Employer identification number
59 : 2037685

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:

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

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 ▶ 01-January-2015
------------------	----------------------------	------------------------

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

2014 - 2015 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2015

ACCOUNT NO.
54724
RENEWAL

OCC. CODE

190.000000 Manufacturing

330.000000 Retail store

10 Employees

Receipt Fee	60.00
Hazardous Waste Surcharge	40.00
Law Library Fee	0.00

BUSINESS FLORIDA CHEMICAL SUPPLY INC
6810 E CHELSEA ST
TAMPA, FL 33610

2014 - 2015

NAME FLORIDA CHEMICAL SUPPLY INC
MAILING 6810 EAST CHELSEA STREET
ADDRESS TAMPA, FL 336100000

Paid 13-625-011392
08/12/2014 100.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.



2015 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/14

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2015

Business Name and Location Address

Certificate Number

FLORIDA CHEMICAL SUPPLY INC
6810 E CHELSEA ST
TAMPA, FL 33610-5635

39-8012109798-3

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification - Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to www.myflorida.com/dor and select "*More e-Services*" and then "*Verify resale and exemption certificate*"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.

State of Florida

Department of State

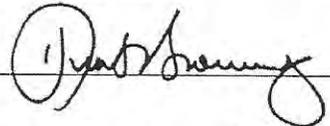
I certify from the records of this office that FLORIDA CHEMICAL SUPPLY, INC. is a corporation organized under the laws of the State of Florida, filed on November 29, 1979.

The document number of this corporation is 646463.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report was filed on April 13, 2009, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the Ninth
day of October, 2009*



Secretary of State



Authentication ID: 300161554983-100909-646463

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

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



FLORIDA CHEMICAL SUPPLY, INC.

EMERGENCY RESPONSE PLAN

RD07-03-SP01

Effective Date: 2/1/2014

Approved By: Marc Maseman



DEFINITIONS

Community Outreach Spokesperson: Florida Chemical's on scene coordinator for any emergency response, appointed by the Responsible Distribution Steering Committee.

Secured: With regards to an accidental discharge of chemicals, the word "Secured" means that the source of the discharge has been located and steps have been taken to stop the release.

First Responders: The initial emergency personnel who arrive on scene following an emergency call. May be police, sheriff's deputies, FDLE, or, most likely, firefighters and EMT's.

Accidental Release or Discharge: The unintentional loss of containment of any product in storage, or while involved in any production process.

Infrastructure Damage: Damage to the integrity of the Florida Chemical building facility, or to the property, which negatively impacts any aspect of the company's operations.

Emergency Response Checklist: A multi page document contained within a folder and attached to a clipboard used to organize any emergency response. There are multiple copies of the ERC located near all exit points of the facility.

Emergency Responders: Any outside agency which arrives in order to assist in order to minimize the extent of damage.



FLORIDA CHEMICAL
SUPPLY

INTRODUCTION

Florida Chemical Supply, Inc has developed its policies and procedures with a focus on prevention of emergency situations. Our preventive action program is designed to avoid the types of situations where accidental release, fire, or natural disaster can affect our ability to operate in a safe, responsible manner.

It is the goal of Florida Chemical to maintain its facilities as a "good neighbor" to the community. The management philosophy is to be responsible to employee safety, public safety and the environment in all of its day to day operations.

Despite the best planning, even the most comprehensive procedures cannot anticipate every contingency. In an industry which deals with highly complex, flammable, corrosive, oxidizing, and reactive chemicals on a daily basis, accidents can and do happen.

In the event of a catastrophic emergency, this Emergency Response Plan will immediately go into effect. All employees are responsible for being aware of the provisions of this Plan, and are expected to be able to respond safely and efficiently in the event of an emergency.

This Emergency Response Plan has been developed based on industry standards, statutory and regulatory requirements, and, particularly, the US Department of Transportation Emergency Response Guide Book. The information contained in this Plan is intended to be as exhaustive as possible, but may not be able to cover every contingency. Therefore, during all emergencies, all employees, contractors, and visitors on site, should, first and foremost, recognize the need for safety first.

Contingencies not specifically covered in this Emergency Response Plan will be handled by senior management on scene, or by designated personnel.

SECTION 1 – Prevention and Preparedness

PREPARATION

No emergency response plan can be effective without a proper system designed first, to prevent emergencies from occurring, and second, to ensure that all personnel are prepared to respond. Contingency preparation allows personnel to respond in a calm, rational manner. Panic and confusion lead to more serious injuries, and a less effective response.

Florida Chemical Supply follows strict procedures which are designed to prevent such events as uncontrolled chemical discharges, improper interaction between non-compatible chemicals, fires, and security breaches.

The company is committed to operating within the scope of all DOT, DHS, EPA and OSHA regulations, all of which are designed to lower the risk of incidents. Adherence to these regulations is of paramount importance to the safety of all company personnel, customers, contractors and the general public.

In addition, the company is a certified Responsible Distribution partner under the National Association of Chemical Distributors. Among the requirements of this system are sections which provide strict guidance on the procedures for:

-  Risk Assessment, Evaluation and Management (Code I)
 - Company personnel conduct daily, weekly and monthly inspections of the Florida Chemical facility and infrastructure, reporting all areas of concern immediately to management.
-  Analysis and Implementation of Regulatory Requirements (Code II)
 - The company conducts intensive training in regulatory requirements, has established a Compliance department, and practices continual evaluation of company procedures against regulations.
-  Hazardous Communications Standards (Code I)
 - All employees are trained to the OSHA Hazardous Communications GHS Standard. MSDS Sheets are available to all personnel, both in hard copy and electronic formats. In addition, the company will be compliant in its own labeling and SDS formats by the end of 2014, meeting all GHS requirements.
-  Personal Protective Equipment and other OSHA Standards (Code I)
 - The company has an active PPE program, including but not limited to respirators, hard hats, safety glasses, aprons, gloves, face shields, and chemical splash goggles. Employees are either assigned specific PPE, or the items are made available at or near each point of required use.



FLORIDA CHEMICAL
SUPPLY

-  Carrier Assessment, Approval and Monitoring Processes (Code III)
 - Prior to contacting with any carrier, the company conducts an extensive evaluation process. Carriers are evaluated for their drivers' training, record keeping and log books, safe operating practices and security procedures. Carriers that do not meet the standards set by Florida Chemical, which are established by existing regulations, are not contracted with for the transportation of any hazardous material.
 - Approved carriers are monitored on a regular basis. Carriers whose performance falls below the regulatory requirements are dismissed, and the reasons for such action are communicated to them so they have the opportunity to improve.
-  Employee Training and Competence (Code V)
 - Job descriptions are defined for all company operational procedures. Employees are trained to meet all regulatory requirements, and are held responsible for the knowledge required to perform each task.
-  Product Storage and Handling (Code VI)
 - The company has established procedures for:
 - Determining proper packaging
 - Inspection and approval of containers and packaging
 - Chemical Storage and Inventory
 - "Drumming Down" and repackaging
 - Mixing and Blending of end use and diluted products
 - Storage and handling requirements under this section are followed using established product segregation, packaging and handling requirements.
-  Product Stewardship (Code VI)
 - The company has adopted procedures to prevent the sale of chemicals to irresponsible companies, unauthorized persons, persons involved in terrorist activities, persons involved in the preparation, manufacture and sale of illegal drugs, and companies unable to maintain appropriate product security practices.
-  Emergency Response and Preparedness (Code VII – This Section)

The company is committed to the principles of Responsible Distribution. These guidelines have been adopted as Company Policy, and provide the information, analysis, and methods necessary for all aspects of safe company operation.



FLORIDA CHEMICAL
SUPPLY

PREPAREDNESS

While management hopes to avoid encountering any serious incidents through its prevention program, it is understood that the company works with hazardous, sometimes volatile and reactive chemicals. The company understands that even the best of prevention programs can experience an accident at any time.

The second step to emergency response is, once again, proactively taken before an emergency situation arises.

GENERAL PREPARATION

The first step in preparedness is making sure all response tasks are meant. This means assigning certain tasks to certain individuals.

-  **Community Outreach Spokesperson:** An employee assigned by the Responsible Distribution Steering Committee to take charge during an emergency. Particularly, this person is the liaison between the company and emergency response agencies, both on-site and monitoring from off-site. The Community Outreach Spokesperson also conducts interviews with the media, provides information to the public about the incident and the response measures being taken, and ensures vital recovery information is made available to responders and management.
-  **Compliance Coordinator:** Responsible for understanding the regulations involved in response to various emergencies. Works with the Community Outreach Spokesperson to ensure the proper regulatory agencies are informed, and the regulations followed. Ensures personnel are properly trained to the requirements of the Emergency Response Plan.
-  **Operations Manager and Personnel:** Responsible for swift communication of any emergencies to all employees and securing the source of any spills, discharges, or hazards.
-  **Company President and Company Chair /Founder:** Ensure all employees understand the need for emergency preparedness; ensure that all specific responsibilities are assigned.
-  **All Personnel:** Responsible for knowing the proper evacuation routes, and the emergency situation coordinators. Cooperate with investigators and emergency responders in every way possible. Ensure at least one Emergency Response Checklist is made available to the Community Outreach Spokesperson.
-  **Human Resources:** Provide an accurate list of all employees on site to the Community Outreach Spokesperson.



 **Evacuation Routes:** The Company has established safe exit routes from all locations within the plant. Each work location has multiple points of exit. Employees are instructed to evacuate to a safe location, where the Community Outreach Spokesperson can ensure that all personnel are accounted for.

 **Visitor Sign In Log:** All visitors to a Florida Chemical facility are required to sign in. The visitor log will be used to account for all off site contractors, inspectors, and other visitors present at the facility during the emergency.

 **Emergency Response Checklist:** The Company has established this form as a means of organizing the response in an orderly, logical fashion. The Checklist is posted on clipboards at points of exit around the building. Employees evacuating should ensure that each clipboard is removed, so that the Community Outreach Spokesperson is sure to have a copy available at the evacuation point.



FLORIDA CHEMICAL
SUPPLY

PREPARATION FOR SPECIFIC INCIDENT TYPES

Fire: Fire poses a serious threat to the safety of the entire plant and the surrounding neighborhood. Florida Chemical maintains an inventory of chemical materials which are flammables, and which can accelerate rapidly any fire which breaks out. In addition, the company inventories large quantities of oxidizers in stock, again posing a potentially catastrophic escalation threat to any fire. The company prepares for fire incidents by:

-  Maintaining a proper supply of fire extinguishers which are inspected for proper pressure on a regular basis
-  Establishing effective evacuation routes
-  Providing multiple exits from all areas of the facility

Chemical Spills: Unintentional discharge of hazardous material is a risk the Company seeks to minimize through its policies, practices and procedures. However, in the event of a chemical leak, spill or discharge, the company has various response techniques prepared:

-  Personal Protective Equipment, including gloves, face shields and respirators available at or near each work area.
-  An effective system of dikes, berms and grades which serve as containment
-  Emergency spill control system, including equipment to divert the discharge away from environmental contamination.

SECTION 2 – Initial Response

The immediate, primary response to any emergency situation is a critical time. The first few minutes or even seconds of an emergency can oftentimes have a huge impact on the complexity of the recovery effort. This plan has been developed to ensure a simple, logical sequence of events that personnel should follow, in order to maintain order during a potentially chaotic time.

1. Operations personnel are responsible for notifying all employees and visitors at the facility of any emergency situation that may occur. Notification is primarily verbal, but may include text messages, phone calls, etc...
2. All personnel are to evacuate the facility when notified of the emergency situation. Evacuation shall be to a safe location, well away from the facility.
 - a. For the East Chelsea Street Facility, the evacuation point shall be the culdesac at the end of East Chelsea Street, outside the main gate.
 - b. For the East Chelsea Street Facility, the alternate evacuation point shall be the grassy area around the facility's water well.
 - c. Employees unable to reach either evacuation point should make every attempt to move towards the southeast of the property, along the I-4 fence away from the chemical storage / containment areas.
 - d. In the event the emergency involves accidental chemical discharge which creates a toxic vapor, cloud or mist, the evacuation point shall be moved, if necessary, to any safe location which is UPWIND of the source.
 - e. Employees should NOT stop to move any personal vehicles **UNLESS** the vehicles are parked in a location that may block access to emergency responders.
3. First responders should be notified **as the evacuation takes place**, preferably by cell phone. The Community Outreach Spokesperson shall be primarily responsible for calling for emergency response, however, any employee unsure of whether the Community Outreach Spokesperson has been able to make the initial notification should also call for emergency response. 9-1-1 should be contacted to report any emergency situation.
4. During the evacuation, employees should ensure that clipboards holding the Emergency Response Checklist are removed and brought to the Community Outreach Spokesperson at the evacuation point.
5. After all personnel have evacuated, the Community Outreach Spokesperson will use the Visitor Log to account for any visitors, contractors, etc... present on-site at the time of the emergency. The Community Outreach Spokesperson shall also account for all employees at the evacuation point, noting any employees who are not accounted for.



6. Any injured personal must be identified to the Community Outreach Spokesperson. Injured personnel should be assisted in getting out of the snow.
7. Community Outreach Spokesperson shall identify him/herself to the first emergency responders and shall establish him/her self as the primary point of contact.
8. The Community Outreach Spokesperson will immediately inform first responders if there are any employees or visitors unaccounted for, and their last known location/s within the facility.
9. The Community Outreach Spokesperson will inform the responders of the nature of the emergency, and give any information requested.
10. All members of management present shall remain near the Community Outreach Spokesperson to provide support and/or be available for verification of the proper course of the recovery effort.
11. Employees shall not be allowed to return to the Florida Chemical Property until the emergency situation is resolved, and recovery efforts are well underway. This includes returning to the property to retrieve personal items, vehicles, etc... The emergency response agency with the most jurisdiction has the final say on when it is safe to return.

SECTION 3 –Fire Response

1. When a fire is detected, the entire Florida Chemical must be evacuated. Any employee discovering a fire in progress should immediately notify all personnel.
2. The fire should be immediately reported using 9-1-1, preferably via cell phone.
3. No employee should attempt to extinguish any fire unless:
 - a. The fire is clearly contained and small, such as a burning wastepaper basket.
 - b. The fire is in its beginning stages, and there are NO hazardous materials in the immediate area;
 - c. HOWEVER no attempt should be made to extinguish ANY FIRE no matter how small if it is located near any flammables, oxidizers, or if doing so exposes oneself to toxic fumes, or any other severe hazard (such as leaking caustic, sulfuric, etc...)
4. If the fire was small, NOT located in any chemical storage area, and has been extinguished (i.e. a wastepaper basket fire in the office), and no emergency responders were called, then the Company President, the Company Chair and the Operations Manager may collectively authorize personnel to return to the facility without clearance from the fire department.
5. Any injured employees should be assisted during the evacuation. However, any unconscious, immobile, or otherwise incapacitated person should be moved very carefully, and only to the extent that it is necessary to remove the person from immediate danger or further harm.
6. If the fire is located in the inside warehouse, if safe to do so, the garage doors to the outer warehouse / mixing area should be closed to protect the flammable storage area.
7. No attempt should be made to clean up any chemical spills in the vicinity of any ongoing fire.
8. Respirators are not intended for use in firefighting, or in conducting any type of work in toxic vapor clouds or smoke caused by a fire.

9. The Community Outreach Coordinator should ensure that all employees / visitors are accounted for, and note any absences to first responders. When the first responders arrive, the Community Outreach Coordinator shall:
 - a. Identify themselves to the on-scene commander
 - b. Identify any unaccounted for visitors and / or employees
 - c. Identify the nature of the emergency
 - d. Assist emergency responders by identifying the types of hazardous chemicals in stock, and their approximate location in the plant.
 - e. Ensure that first responders are aware of the storage of highly flammable liquids, propane gas tanks, oxidizers and chemicals which, when heated, may produce toxic fumes, vapor clouds, or other severe hazards.
10. No employee may return to the facility until and unless the on scene fire commander determines it is safe to do so.
11. All employees shall remain available for interviewing by any investigating fire marshal, or other investigating representative of any jurisdictional agency.
12. Once firefighters have arrived and been informed of the situation, and all employees and visitors are accounted for and safe, the Community Outreach Spokesperson shall contact the necessary agencies as indicated on the Emergency Response Checklist.



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SECTION 4 – ACCIDENTAL CHEMICAL DISCHARGE

1. Operations personnel shall evaluate any accidental discharge for:
 - a. The extent of the discharge
 - i. **Minor** = easily secured, cleaned and contained (< 50 gallons)
 - ii. **Moderate** = easily secured, but in larger quantities requiring more extensive containment and cleaning processes (50 -150 gallons)
 - iii. **Severe** = not easily secured, large volume release; results in minor to moderate injuries; some product escapes containment (150 + gallons)
 - iv. **Catastrophic** = personnel can not secure the source; full release from any bulk tank; any actual or potential incompatible mix resulting; any release of toxic vapor, cloud, or mist; acts as the source for a fire, structural damage or any other event identified in this Emergency Response Plan as an Emergency; results in serious injury / death of any employee, visitor, emergency responder, or any other person.
 - b. A Minor Discharge does not require the evacuation of the facility.
 - c. A Discharge that would otherwise be considered Minor is categorized as Severe if the release results in personal injury to any employee, visitor or other person.
 - d. A Discharge that would otherwise be considered Minor or Moderate is upgraded to Severe if there is a danger of cross-contamination with any incompatible product (i.e. sulfuric acid with caustic soda)
 - e. A Discharge that would otherwise be considered Minor, Moderate or Severe is upgraded to Catastrophic if it involves any serious injury to any person.
 - f. A Discharge that would otherwise be considered Minor, Moderate or Severe is upgraded to Catastrophic if it results in the release of any toxic vapor cloud, cloud or mist that threatens the health, welfare and safety of the general public or the environment.
2. In the event of a Minor or Moderate Discharge, no emergency response or evacuation is necessary, if the source has been secured, and if no reportable quantity has escaped containment.
3. A Severe or Catastrophic Discharge requires evacuation of the facility.
4. A Severe Discharge requires contacting emergency responders (fire department, sheriff's department, and any agency responsible for a reportable quantity which escapes containment.)

5. A Catastrophic Discharge requires immediate evacuation from the facility. **NOTE: If the discharge has created a toxic cloud, vapor or mist, the evacuation point should change to a place UPWIND of the source, regardless of other requirements in the emergency response plan.**
6. For a Severe or Catastrophic Discharge, Operations Personnel may remain in the facility in order to attempt containment, only if there is no danger of cross-contamination with incompatible products, the material discharged is rated 0 – 1 on the HMIS Health Index, or 0 – 1 on the Flammable Index, and has not resulted in the release of any toxic vapor, cloud or mist.
7. Any personnel engaged in Containment / Cleanup activities will utilize all available Personal Protective Equipment. No cleanup activities may take place if the proper PPE is not available, or is damaged.
8. Employees may return to the facility only after clearance has been obtained from the on-site emergency response command.

SECTION 5 – OTHER EMERGENCIES

HURRICANES, TROPICAL STORMS AND OTHER SEVERE WEATHER

The approach of a hurricane, tropical storm or even a severe thunderstorm may constitute an emergency situation. The facility's response to such events is dependant upon the nature of the threat, and its severity.

1. All bulk loading and offloading procedures will be completed no less than 90 minutes prior to the effective time of any National Weather Service Hurricane or Tropical Storm Warning.
 - a. Operations will not resume until 30 minutes after the National Weather Service has lifted the Hurricane or Tropical Storm Warning
2. All outside material handling will be completed and all containers secured no less than 90 minutes prior to the effective time of any National Weather Service Hurricane or Tropical Storm Warning.
 - a. As many containers as practical will be brought to the inside warehouse and secured.
 - b. Containers remaining outside will be relocated to position them in the lee of existing structures relative to the approaching winds.
3. All empty containers will be brought to the Inside Warehouse
4. All residual liquid will be removed from any outside containment areas.
5. The Florida Chemical Facility will cease all operations, and be fully secured, for the duration of any County or State Established temporary curfews, or other states of emergency declared by government agencies.
6. Non operations personnel will be sent home no less than 2 hours prior to the commencement of any National Weather Service Hurricane or Tropical Storm Warning.
7. The Company President, Operations Manager and Compliance Coordinator will conduct a thorough Safety Examination of the entire facility, and will ensure that no damage affecting the integrity of its infrastructure has occurred, prior to authorizing the return of employees, and the commencement of operations.
8. Other severe weather systems approaching may require changes to operational procedures. The Company President and the Operations Manager will coordinate any such changes jointly.



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9. In the event of a National Weather Service verified tornado touchdown within 2500 feet of the Florida Chemical Facility, the facility will be evacuated once the storm has abated, and will not resume operations until the Company President, Operations Manager and Compliance Coordinator have examined the facility to ensure that there was no damage to the infrastructure.
 - a. Any visible structural damage to the Florida Chemical facility requires the approval of a certified structural engineer (and the completion of any recommended repairs) prior to resumption of normal operations.

ARMED INTRUDERS / ACTS OF TERRORISM

1. No employee is expected, required, or authorized to confront any armed intruder on the Florida Chemical facilities.
2. Employees confronted by armed intruders are directed to cooperate with their demands, with no resistance.
3. Employees aware of the presence of an armed intruder are directed to immediately dial 9-1-1 by any means safely available (i.e. through cell phone, desk phone, etc...)
4. Employees aware of the presence of an armed intruder on the premises are to evacuate immediately, as far from the intruder's line of sight as possible, if it is safe to do so.

EXPLOSIONS

An explosion at any Florida Chemical Facility is to be treated as a fire in progress. Explosions occurring inside any building, to include any area which is roofed, requires the building to be inspected for structural integrity by a certified structural engineer prior to resumption of operations.

STRUCTURAL DAMAGE

Any damage to the structural integrity of the Florida Chemical facility, either as a result of any of the emergency situations described herein, or for any other reason, requires the facility to be evacuated. No personnel may return until a structural engineer has certified the facility as structurally sound.



SECTION 6 – COMMUNICATIONS

An effective communications system is essential for effective emergency response. Florida Chemical has adopted the following procedure to ensure that other parties involved in the distribution of chemicals, including, but not limited to, customer, carrier and third party service providers, are notified in the event of a threat or incident.

1. As soon as is practical, a communications hub shall be established.
2. When an emergency situation arises at Florida Chemical, the Community Outreach Coordinator will ensure that personnel are appointed to inform any third party carriers, customers, or other stakeholders of the emergency. Of particular note should be any stakeholders expected to arrive at the facility during the emergency.
3. All company records are stored digitally, and are uploaded to off site data storage. Such storage is accessible, and shall be used to determine whether there are additional customers, third party carriers, or other stakeholders who require notification of the emergency situation.
4. The Community Outreach Coordinator shall be responsible for notifying any senior members of management not present of the emergency situation.



STANDARD OPERATING PROCEDURE

PROCEDURE NO. EHS-001 PAGE 1 OF 3
DEPARTMENT: EH&S EFFECTIVE DATE: 10/17/12
APPROVED BY: MARC MASEMAN REVISION DATE: N/A
SUBJECT: STAFF SAFETY MEETING AGENDAS

PURPOSE:

THE FOLLOWING GUIDELINES SHALL BE IMPLEMENTED TO ENSURE THE SAFETY MEETING REQUIREMENTS OF RESPONSIBLE DISTRIBUTION ARE MET AND ALSO TO ENSURE THAT THE SAFETY MEETINGS FOLLOW THE GUIDELINES SET FOR EFFICIENT AND EFFECTIVE MEETINGS.

RESPONSIBILITIES:

ALL MANAGERS CHARGED WITH PLANNING AND CONDUCTING SAFETY MEETINGS WILL ADHERE TO THE GUIDELINES SET FORTH IN THIS PROCEDURE AS THE MINIMUM REQUIREMENTS FOR THE MONTHLY SAFETY MEETING PROCESS.

ALL EMPLOYEES WILL CONTRIBUTE TO THE EFFECTIVENESS OF THE SAFETY PROGRAM THROUGH INTERACTIVE PARTICIPATION IN ALL COMPANY SAFETY MEETINGS AND RESULTING CORRECTIVE AND PREVENTATIVE ACTIONS.

Safety Meeting Agenda Points

Through corporate safety meetings and the approval of the Responsible Distribution Steering Committee, it is mandated that Staff Safety Meetings must be held at least once per month. Additionally, it has been approved by same that managers have the latitude to hold meetings weekly, bi-weekly, or monthly at their own discretion.

Each safety meeting must be attended and directed by the department manager, a responsible safety manager, or a member of senior management.

Regardless of meeting frequency, every safety meeting must have a Site Safety Committee agenda point as mandated in Responsible Distribution Code I – Risk Management, Section 1C-3. The Site Safety Committee agenda point can be determined by the departmental manager for each meeting, but must allow a forum for the Site Safety Committee members have open discussion regarding new ideas for the continuous improvement of safety within the operations of Florida Chemical



Regardless of frequency, the monthly safety meetings shall cover the following agenda topics:

1) **Safety Issue Review**

This review will be based on the findings and trends discovered in the daily safety inspections and will also contain discussion regarding the monthly safety inspection issues as well to also include

a) Corrective & Preventative Action Projects (EHS&S Management)

- i) Introduction/assignment of new tasks or projects
- ii) Status updates on existing projects
- iii) Confirmation of completion of items at or near completion deadline
- iv) Review of success of completed projects

b) Continuing Issues and New Business

- i) Forum for follow up forum to discuss how/why previous improvement projects are or aren't working and how they can be improved upon.

- ii) Forum for employees to voice ideas for projects that can improve compliance with EHS&S policies or that can provide overall benefit to the company and its employees.

2) **Continuous Improvement**

This agenda point is to promote continuous workflow and process efficiencies. These topics can be EHS&S related, but can also be related to any job function where efficiency can be improved and/or where cost or life saving measures can be employed for the betterment of the company and its employees. This segment will include:

a) Continuous Improvement Projects

- i) Introduction/assignment of new tasks or projects
- ii) Status updates on existing projects
- iii) Confirmation of completion of items at or near completion deadline
- iv) Review of success of completed projects

b) Continuing Issues and New Business

- i) Forum for follow up forum to discuss how/why previous improvement projects are or aren't working and how they can be improved upon.
- ii) Forum for employees to voice ideas for projects that can improve compliance policies or that can provide overall benefit to the company and its employees.

3) **Responsible Distribution Code Review**

The code review that is held each month will include a train and refresh element to familiarize employees with the requirements, policies and procedures of the code. The selection of the code for review will coincide with the code that is being pre-audited in the respective month. This will allow code auditors to reinforce where deficiencies are found in pre-auditing. Resulting Corrective Actions are intended to correct these deficiencies so that the official Internal Audit of the code that follows three months later

will find no deficiencies. The Code Review agenda point must include at a minimum the following items:

- a) Review of the Code Summary Outline
- b) Expanded Review of any points that apply to the specific department
- c) Training & Testing on the points and segments of the Code
- d) Any other item that the Responsible Distribution Coordinator may require

4) **Employee Training**

The departmental manager will use this agenda point to effect all required training as defined by the required certification intervals for specific training (chemical hazard, confined space, equipment operation, and lock-out/tag-out). Additionally, this agenda point is to provide a forum for the manager to provide training and reinforcement for regulations, policies, procedures, and any other company or departmental training deficiency that is noted. At a minimum this should include consideration for the following training:

- a) New Policies, Processes or Procedures
- b) Equipment Operator Certifications
- c) Chemical Hazard Training
- d) Job Function Training
- e) Regulatory Training, which may include
 - i) Haz-Mat Training
 - ii) DOT Training
 - iii) OSHA Training
 - iv) EPA/DEP Training
 - v) Waste Management Training
 - vi) Any other pertinent regulatory training issue.

5) **Site Safety Committee**

As mentioned in the opening of this procedure, the Site Safety Committee agenda point is a requirement of every safety meeting regardless of the frequency of the meetings. Although many of the potential points are covered in Agenda Point 1, the intent of Agenda point 1 is to focus in on immediate hazards, compliance issues, and imminent threats to health or environment. The site safety committee is a forum to discuss the nuances of the safety process to allow for broader changes in policy or procedure for the future.