



BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 77-2016

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

\* \* \* \* \*

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

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

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

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

SECTION 2: This resolution shall take effect upon adoption.

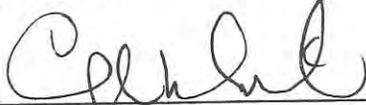
ADOPTED this 12th day of September 2016.

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

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

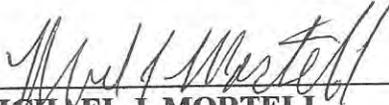
YES	NO	ABSENT
X		
X		
		X
X		
X		

ATTEST:

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

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

APPROVED AS TO FORM  
AND CORRECTNESS:

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





# City of Stuart

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

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

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

July 25, 2016

Via Email Transmission: [djames@fortbendservices.com](mailto:djames@fortbendservices.com)

Fort Bend Services Inc.  
Attn: Mr. David James  
13303 Redfish Lane  
Stafford, TX 77477

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

Dear Mr. James,

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 Cationic Liquid Polymer for the period beginning October 1, 2016 and ending on September 30, 2017 which represents the first year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

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

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

Best Regards,

Alaina Knofla  
Procurement Specialist

CC: ITB 2015-293 File

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

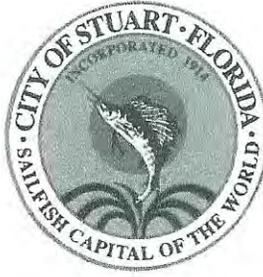
I am unable to agree to the contract renewal as specified of the subject Agreement

David James  
(Signature)

David JAMES  
Printed Name

July 25, 2016  
Date

Vice President of Sales  
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.

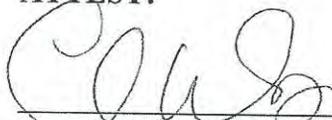
ADOPTED this 14th day of September 2015.

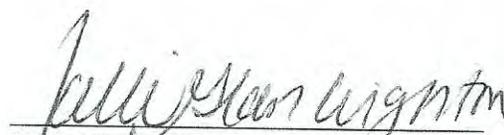
Commissioner MCDONALD offered the foregoing resolution and moved its adoption.  
The motion was seconded by Commissioner CAMPENNI and upon being put to a roll  
call vote, the vote was as follows:

**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		

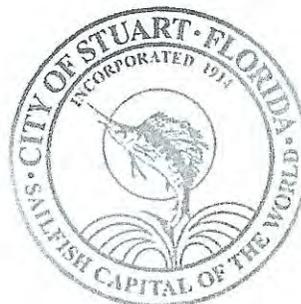
ATTEST:

  
\_\_\_\_\_  
**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)  
6/19/2015

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

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

<b>PRODUCER</b> Carroll Insurance Agency, Ltd. 14906 FM 529  Houston TX 77095		<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (281) 656-3000 FAX (A/C No.): (281) 656-3001 E-MAIL ADDRESS: service@carrollins.com															
<b>INSURED</b> Fort Bend Services, Inc. P. O. Box 1688 (77497) 13303 Redfish Lane Stafford TX 77477-1688		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER A</th> <th>NAIC #</th> </tr> <tr> <td>State National Insurance</td> <td>12831</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A	NAIC #	State National Insurance	12831	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A	NAIC #																
State National Insurance	12831																
INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES** CERTIFICATE NUMBER: 15/16 Auto & GL 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			MEB0692671	6/21/2015	6/21/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			MEC0692671	6/21/2015	6/21/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

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

See attached Comments/Remark page (Form OFREMARK) for additional information.

<b>CERTIFICATE HOLDER</b> (772) 288-5381 rbegley@ci.stuart.fl.us  City of Stuart 121 SW Flagler Avenue Stuart, FL 34994	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  D Carroll, CIC, CRM/G <i>David A. Carroll</i>
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ACORD 25 (2010/05)  
INS025 (2010/05) 01

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2015

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

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

PRODUCER  Frenkel & Company 350 Hudson Street – 4 <sup>th</sup> Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME:	
		PHONE (AC, No, Ext):	FAX (AC, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID#:	
INSURED  Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AIG SPECIALTY INSURANCE COMPANY	NAIC # 26883
		INSURER B: COMMERCE & INDUSTRY INSURANCE COMPANY	19410
		INSURER C: HARTFORD INSURANCE COMPANY OF THE MIDWEST	37478
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADCL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	X	X	EG14362834	12/31/2014	12/31/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS-COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	CA4691818	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EGU18403155	12/31/2014	12/31/2015	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
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		N/A	10WNR30600	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE- EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	POLLUTION LIABILITY			EG14362834	12/31/2014	12/31/2015	LIMIT: \$5,000,000 DEDUCTIBLE; \$250,000	

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

The City is included as Additional Insured under Commercial General Liability Insurance and Automobile Liability policies according to the terms as required by contract with respect to liability arising out of work or operations performed by the Named Insured as their interest may appear and subject to the policy terms conditions and exclusions. General Liability and Pollution Liability coverage applies on a primary basis as required by contract. Waiver of Subrogation applies under the above policies as required by contract.

RE: Bid #2015-293

30 DAY CANCELLATION CLAUSE INCLUDED

## CERTIFICATE HOLDER

City of Stuart  
121 SW Flagler Avenue  
Stuart, FL 34994

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

14-4

*Laura Alvarado*

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

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

September 17, 2015

**Via:** Email transmission, [djames@fortbendservices.com](mailto:djames@fortbendservices.com)

Fort Bend Services, Inc.  
Attn: Mr. David James, Sales Manger  
13303 Redfish Lanes  
Stafford, TX 77477

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

Dear Mr. James:

The Stuart City Commission awarded ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities, to your firm on Monday, September 14, 2015, in the amount of **\$14,128.40**. 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, Don Long at 772-288-1292 ext. 5291.

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

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

Sincerely yours,

Lenora Darden  
Procurement Manager

Cc: Dave Peters, Assistant Public Works Director  
Don Long, Team Leader III  
2015-293 ITB File



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

Lenora Darden  
Procurement Manager

Procurement & Contracting Services Division  
772.288.5320 PHONE

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

**INVITATION TO BID**

FOR: CHEMICALS: WATER TREATMENT/WATER RECLAMATION FACILITY  
DATE: June 22, 2015  
DEPT: Public Works  
BID NUMBER: 2015-293

**THIS IS NOT AN ORDER**

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

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

Bidder's Name	<u>David James</u> -David James
Company Name	<u>Fort Bend Services, Inc.</u>
Street Address	<u>13303 Redfish Lanes</u>
City, State, Zip	<u>Stafford, Texas 77477</u>
	<u>OPTION #1 - \$ 20,628.40</u>
Total Amount of Bid	<u>\$ OPTION #2 - \$ 21,357.70</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.

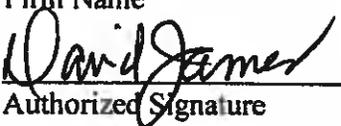
**Hand Deliver Mail/Express Bids to:**  
Stuart City Hall  
Procurement & Contracting Services Office  
121 S.W. Flagler Avenue  
Stuart, Florida 34994

## **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 1<sup>st</sup> Floor Conference Room at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.
- A1.6** Bids may not be withdrawn for a period of 30 days after the public opening date.
- A1.7** Bidder's attention is specifically called to the terms and conditions of this solicitation.
- A1.8** Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.
- A1.9** All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.
- A1.10** Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the City Procurement & Contracting Services Manager.
- A1.11** Questions relative to interpretation of specifications or the solicitation process shall be addressed to the Purchasing Agent, in writing, in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.
- A1.12** It will be the responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. **The Procurement & Contracting Services Office is located at 121 SW Flagler Avenue, Stuart, Florida 34994, telephone # (772) 288-5320, Fax (772) 600-0134, and email [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us).**

**A2 BID SIGNATURE SECTION**

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

<u>Fort Bend Services, Inc.</u>	<u>7/28/2015</u>	<u>djames@fortbendservices.com</u>
Firm Name	Date	Email Address
	<u>281-261-5199</u>	
Authorized Signature (Manual)	Telephone Number	
<u>David James/Polymer Sales Manager</u>	<u>281-261-2295</u>	
Name/Title (Please Print)	Facsimile Number	

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

**B. GENERAL PROVISIONS**

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

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other offeror or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.
  - B. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor.
  - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or to not submit a bid for the purpose of restricting competition, or in any other way influencing the competitive arena.
- B8. **Inspection/Acceptance Title:** Inspection and acceptance will be at the City of Stuart's ordering department/division unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the using department of the City, unless loss or damage results from negligence by the City or 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 &lt; 0.3 mg/L    Copper &lt; 0.3 mg/L</p> <p>Nickel: &lt; 0.3 mg/L    Chlorate: &lt; 2,500 mg/L</p> <p>Bromate &lt; 20 mg/L    Perchlorate <math>\leq</math> 20 mg/L</p> <p>Suspended Solids Test Time &lt; 3 minutes</p> <p>The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1,000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem.</p>	5,000 gallon combined deliveries, Tanker Truck	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>"No Bid"</p>	<p>WTP</p> <p>WWTP</p>
2	Anhydrous Ammonia	<p>SpG 0.62 @ 60 F, pH+ 11.6 (1 N sol. In water) % volatile by volume: 100</p> <p>Solubility in water: 33% @ 68F</p> <p>Vapor density: 0.6 @ 32 F</p> <p>Metallurgical Grade Anhydrous Ammonia</p>	<p>City owns a 1,000 gal tank,</p> <p>The average delivery size is 600 gals/3,000 lbs</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>"No Bid"</p>	WTP
3	Hydrofluosilicic Acid	<p>23 – 25% AWWA Standard B703-06</p> <p>No more than 0.020% heavy Metals (Mercury, Lead, Bismuth, and Copper expressed as Lead)</p>	300 gallon deliveries, Tanker Truck	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>"No Bid"</p>	WTP
4	Quicklime (Pebble Lime) *Florida Lime is Not Acceptable	<p>Not less than 92% available CaO</p> <p>SpG = 3.3, pH 11.7 – 12.5</p> <p>Slaking rate: 100g in 400g of water shall increase temperature from 25C to 72C in three minutes</p> <p>Size: 1/8" x 3/8" (maximum of 10% passing a 1/8" screen &amp; nothing retained on 1/2" screen)</p>	25 ton deliveries, Tanker Truck with pneumatic unloading capability	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>No Bid"</p>	WTP

5	Hydrochloric Acid 31.45% (muriatic acid)	20 Baume, 31.45% active ingredients 68.55% inert	55 gallon drums, Flat-bed Truck (20 drums)	Yes <input type="checkbox"/> No <input type="checkbox"/> "No Bid"	WTP
6	Sodium Hexametphosphate	Contain not less than 60% phosphorus pentoxide, 26.2 phosphorus, or 80.4% phosphate on an as-is basis, pH of 1% solution 5.7 – 7.3 The typical order size will be one (1) pallet of 50 bags (50 lbs each).	50 pound multi- walled, moisture proof bags, Enclosed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/> "No Bid"	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 checked="" 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 checked="" 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 type="checkbox"/> No <input type="checkbox"/> "No Bid"	WTP
10	Liquid Ferric Chloride	The liquid Ferric Chloride shall conform to all applicable AWWA/ANSI standards, latest revisions including ANSI/AWWA Standard 60 certified for use in potable water treatment.	275 gallon semi- bulk tote bins Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/> "No Bid"	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
					"No Bid"
1	12% Sodium Hypochlorite, liquid or <i>a minimum</i>	120,000	GAL	\$	\$ "No Bid"
2	Ammonia (NH3)	18,250 LB	GAL	\$	\$ "No Bid"
3	Fluoride	3,000	GAL	\$	"\$ No Bid"
4	Pebble Lime (CaO) (Quick Lime)	560	TON	\$	\$ "No Bid"
5	Hydrochloric Acid 31.45%	1,100	GAL	\$	"\$ No Bid"
6	Sodium Hexametaphosphate	19,000	LB	\$	"\$ No Bid"
7	Polymer, anionic-granular	2,600	LB	\$ 2.50	\$ 6500.00
8	Polymer, cationic liquid	1,430	GAL	\$ "see attached"	\$
9	Liquid Ferric Sulfate	18,000	GAL	\$	\$ "No Bid"
10	Liquid Ferric Chloride	10,000	GAL	\$	"\$ No Bid"
Item(s) #: <u>7 &amp; 8</u> - Overall Total for all items that apply					\$
Is Bidder offering the above product as specified? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
If No, bidder is to indicate their equivalent below and attach product literature.					
Item #: _____ Product _____		Item #: _____ Product _____			
Item #: _____ Product _____		Item #: _____ Product _____			
F.O.B. Destination: # _____ Hours for Delivery after receipt of order (ARO) "see attached"					

Company Name: Fort Bend Services, Inc. Date: 7/28/2015



**Fort Bend Services, Inc.**  
Water & Waste Treatment Specialists

**CITY OF STUART  
INVITATION TO BID  
CHEMICALS: WATER TREATMENT/WATER RECLAMATION FACILITY  
BID # 2015-293**

**ITEM#8                      POLYMER, CATIONIC LIQUID**

**FBS 7602  
8.59 LBS/GALLON**

**FACTORY DIRECT  
DELIVERY:    2 WEEKS ARO**

**1430 GALLONS              \$9.88/GALLON              \$14,128.40**

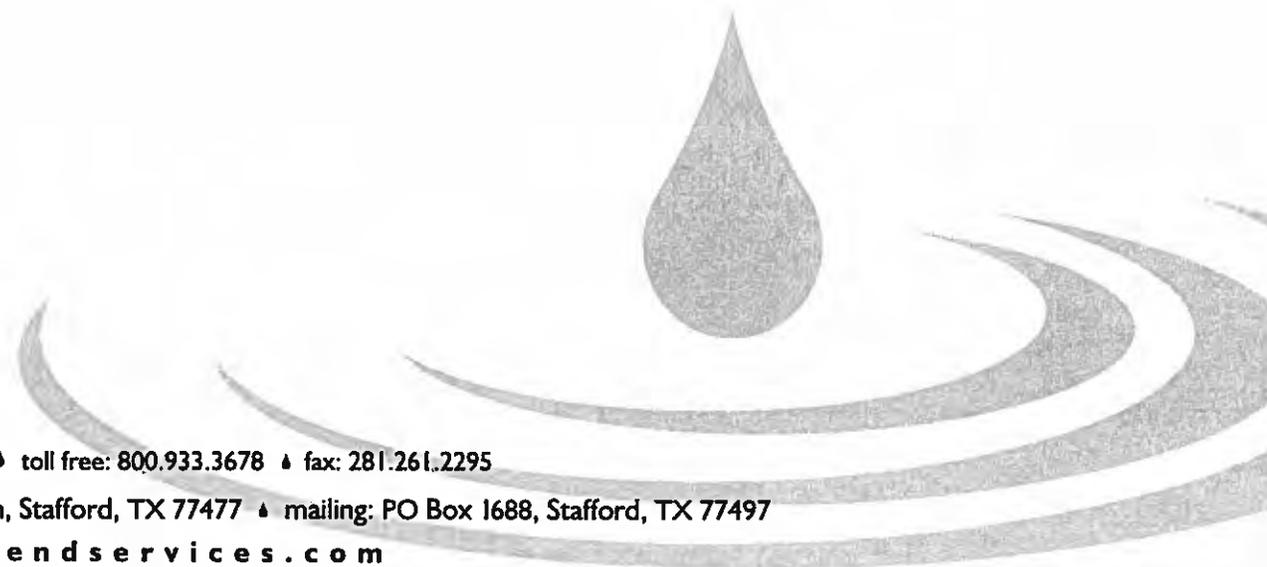
**WAREHOUSE SHIPMENT  
DELIVERY:    5 DAYS ARO**

**1430 GALLONS              \$10.39/GALLON              \$14,857.70**

office: 281.261.5199 ♦ toll free: 800.933.3678 ♦ fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 ♦ mailing: PO Box 1688, Stafford, TX 77497

[www.fortbendservices.com](http://www.fortbendservices.com)



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: Fort Bend Services, Inc. Date: 7/28/2015

Name of individual submitting Bid: David James

Email address: djames@fortbendservices.com 281-261-5199

AUTHORIZED SIGNATURE: David James

## 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.  
N/A
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.)  
M-F 8:00AM-5:00PM; Kathy Moore, Gilbert Sanchez, Michelle Crain 800-933-3678
3. Please provide 24-hour Emergency Contact Information if different than above:  
Same as above
4. Number of year's organization has been in business. 34
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 Fort Bend Services, Inc.



**Fort Bend Services, Inc.**  
Water & Waste Treatment Specialists

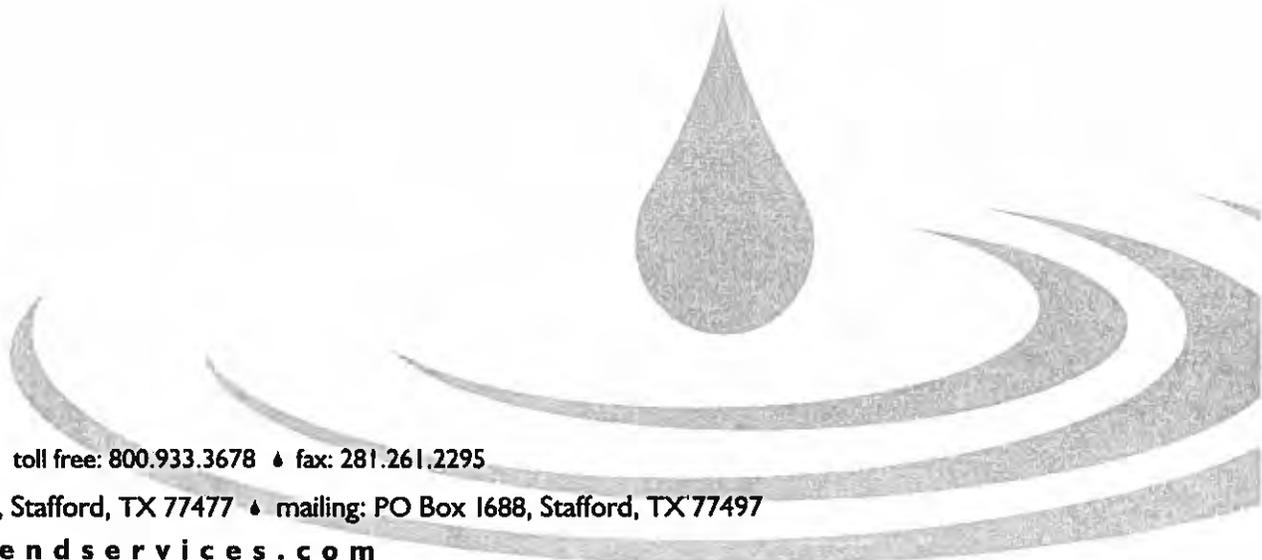
### COMPANY QUALIFICATIONS

**SUBJECT: FORT BEND SERVICES, INC.**

**FORT BEND SERVICES, INC. IS A WATER AND WASTEWATER TREATMENT COMPANY. WE HAVE BEEN TREATING MUNICIPAL AND INDUSTRIAL WATER AND WASTEWATER FACILITIES FOR OVER 32 YEARS. WE HAVE 40 FULL TIME EMPLOYEES WITH OVER 200 COMBINED YEARS OF EXPERIENCE. WE ARE ONE OF THE LARGEST DISTRIBUTORS AND RESELLERS OF COAGULANTS AND POLYMERS IN THE UNITED STATES. REPRESENTATIVES FROM OUR COMPANY ARE LOCATED THROUGHOUT THE NATION AND COVER THE USA FROM COAST TO COAST.**

**OUR REPRESENTATIVES ARE AVAILABLE TO HELP SCREEN DIFFERENT POLYMERS AND DETERMINE WHICH ONE WILL BE MOST EFFECTIVE FOR EACH FACILITY TESTED. PRODUCTS SELECTED ARE WARRANTED FROM DEFECTS. ANY PRODUCT THAT PROVES TO BE OUT OF SPECIFICATIONS FOR A JOB WILL BE REMOVED AND REPLACED AT NO COST TO CUSTOMER.**

**IT IS OUR GOAL TO PROVIDE NORMAL DELIVERY TIMES OF 2 WEEKS, ARO. SOMETIMES THINGS BEYOND OUR CONTROL, SUCH AS PROBLEMS WITH COMMON CARRIERS, WEATHER, AND DELAYS FROM THE MANUFACTURERS, CAN CAUSE DELAYS IN THE TIME FRAME QUOTED. BUT WE ALWAYS ATTEMPT TO HAVE A BACKUP PLAN AND EMERGENCY INVENTORY STORED TO GET YOU BY SUCH AS WAREHOUSING MATERIAL IN A FLORIDA WAREHOUSE.**



office: 281.261.5199 ♦ toll free: 800.933.3678 ♦ fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 ♦ mailing: PO Box 1688, Stafford, TX 77497

[www.fortbendservices.com](http://www.fortbendservices.com)

**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**                      "PLEASE SEE ATTACHED"

Company/Entity Name:		
Address		
City	, State	Zip Code
Contact Name:	Title:	
Phone No:(    )	-	Fax:(    ) -
Email:		
Delivery Date:	Location	
Type of Product Supplied		
Governmental or Private	Dollar Value of Contract \$	

**#2 REFERENCES**

Company/Entity Name:		
Address		
City	, State	Zip Code
Contact Name:	Title:	
Phone No:(    )	-	Fax:(    ) -
Email:		
Delivery Date:	Location	
Type of Product Supplied		
Governmental or Private	Dollar Value of Contract \$	

**#3 REFERENCES**

Company/Entity Name:		
Address		
City	, State	Zip Code
Contact Name:	Title:	
Phone No:(    )	-	Fax:(    ) -      Email:
Delivery Date:	Location	
Type of Product Supplied		
Governmental or Private	Dollar Value of Contract \$	

Company Name Fort Bend Services, Inc.



**Fort Bend Services, Inc.**  
Water & Waste Treatment Specialists

**REFERENCES AND CONTACTS**  
**POLYMERS MANUFACTURED BY SNF FLOERGER**

**CITY OF BRADENTON**  
**CONTACT: BILL QUIGLEY**  
**PHONE: 941-708-6123**  
**FAX: 941-708-6355**

**[bill.quigley@cityofbradenton.com](mailto:bill.quigley@cityofbradenton.com)**

**We are the current supplier of polymer to the City of Bradenton.**  
**2008-Present**

**BAY COUNTY**  
**CONTACT: LARRY MOYER**  
**PHONE: 850-286-3509**  
**FAX: 850-286-5312**

**[lmoyer@co.bay.fl.us](mailto:lmoyer@co.bay.fl.us)**

**We are the current supplier of polymer to Bay County.**  
**2008-Present**

**CITY OF MELBOURNE**  
**CONTACT: JONATHAN WILLIAMS**  
**PHONE: 321-255-4633**  
**FAX: 321-752-4641**

**[jwilliams@melbourneflorida.org](mailto:jwilliams@melbourneflorida.org)**

**We are current supplier of polymer to City of Melbourne.**  
**2008-Present**

**CITY OF OCALA**  
**CONTACT: BOB BOGOSTA**  
**PHONE: 352-351-6700**  
**FAX: 352-351-6710**

**We are the current supplier of polymer to the City of Ocala.**  
**2008-Present**

office: 281.261.5199 ♦ toll free: 800.933.3678 ♦ fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 ♦ mailing: PO Box 1688, Stafford, TX 77497

**www.fortbendservices.com**

**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 type="checkbox"/> No <input checked="" type="checkbox"/>
Is bid submitted in triplicate (one original, two copies) ?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bidder must submit proof that their firm name is registered. with their State of origin	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is proof of insurance included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is minimum Qualification of Bidders/Questionnaire information included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Reference Form completed and enclosed?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is MSDS or COA submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are addendum (if any issued) signed and submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Submit a copy of all Licenses, Certificates, or Registrations, held by Bidder	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is W-9 Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Company Name Fort Bend Services, Inc.



Fort Bend Services, Inc.  
Water & Waste Treatment Specialists

# SAFETY DATA SHEET

## FBS A730

### I. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: FBS A730

CHEMICAL NAME: Anionic polyacrylamide

PRODUCT USE: Flocculation agent

SUPPLIER: Fort Bend Services Inc.

Tel: 281-261-5199

13303 Redfish Lane

Tel: 800-933-3678

Stafford, TX 77477 USA

EMERGENCY TELEPHONE:

CHEMTREC: 1-800-424-9300

IDENTIFICATION NO:

### II. HAZARDS IDENTIFICATION

#### Appearance:

#### Emergency overview

Caution – Slippery when wet!

Contact with the eyes may cause mild irritation; this product is or may produce dust. Prolonged inhalation of dust may result in or aggravate respiratory inflammation. Use with local exhaust ventilation. Wear protective clothing.

Eye wash fountains and safety showers must be readily accessible.

#### Potential health effects

##### **Primary routes of exposure:**

Routes of entry for solids and liquids include eye and skin contact, ingestion and inhalation. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquefied gases.

##### **Chronic toxicity:**

##### **Carcinogenicity:**

This material is not listed by IARC, NTP, or OSHA as a carcinogen.

##### **Reproductive toxicity:**

No data available.

##### **Teratogenicity:**

No data available concerning teratogenic effects.

##### **Genotoxicity:**

### III. COMPOSITION/INFORMATION ON INGREDIENTS

Anionic polyacrylamide

Hazardous Component	CAS No / Trade Secret No	Concentration
Polymer	25085-02-3	≥80.0 - <90.0%
Urea	57-13-6	≥1.0 - <1.50%

### IV. FIRST AID MEASURES

#### **Note to physician:**

Treatment: Treat according to symptoms (decontamination, vital functions).

#### **INHALATION:**

If difficulties occur after dust has been inhaled, remove to fresh air and seek medical attention if symptoms persist.

#### **INGESTION:**

Seek medical attention. Do not induce vomiting unless directed to do so by a physician or poison control center.

#### **SKIN CONTACT:**

First aid is not normally required. Wash affected areas thoroughly with soap and water. Seek medical attention if irritation develops.

#### **EYE CONTACT:**

Immediately wash affected eyes for at least 15 minutes under running water with eyelids held open. Seek medical attention if symptoms persist or there is visual difficulty.

### V. FIRE-FIGHTING MEASURES

Flash point not applicable  
Flammability not highly flammable

**SUITABLE EXTINGUISHING MEDIA:**

Water spray

**ADDITIONAL INFORMATION:**

Avoid use of water jet. If water is used, restrict pedestrian and vehicular traffic in areas where slip hazard may exist. Contaminated extinguishing water must be disposed of in accordance with official regulations.

**HAZARDS DURING FIRE-FIGHTING:**

Carbon oxides, nitrogen oxides, acid vapors, ammonia  
 Evolution of fumes/fog. The substances /groups of substances mentioned can be released in case of fire. Spilled product is slippery underfoot. Very slippery when wet.

**PROTECTIVE EQUIPMENT FOR FIRE-FIGHTING:**

Wear full firefighting turn-out gear and self-contained breathing apparatus.

**VI. ACCIDENTAL RELEASE MEASURES**

**PERSONAL PRECAUTIONS:**

Use personal protective clothing. Avoid breathing dust.

**ENVIRONMENTAL PRECAUTIONS:**

Do not discharge into drains/surface waters/groundwater.

**SPILL CLEAN UP METHODS:**

Spilled product which becomes wet creates a hazard because of its slippery nature. Restrict vehicular and pedestrian traffic in spill area until spill is thoroughly cleaned. Avoid raising dust. For small quantities, pick up with suitable appliance. For large quantities, contain with dust binding material.

**VII. HANDLING AND STORAGE**

**HANDLING:**

Breathing must be protected when large quantities are decanted without local exhaust ventilation. Forms slippery surfaces with water. Handle in accordance with good industrial hygiene and safety practices.

**STORAGE:**

Keep container tightly closed and dry; store in a cool, dry ventilated area. Avoid wet, damp or humid conditions. Do not allow dust to collect on walls, floors, machinery, or equipment.

**VIII. EXPOSURE CONTROLS/PERSONAL PROTECTION**

**EXPOSURE GUIDELINES**

Urea	57-13-6	WEEL TWA	10 mg/m <sup>3</sup> Total particulate
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**ENGINEERING MEASURES:**

Provide sufficient mechanical (general and/or local exhaust) ventilation to maintain exposure below exposure guidelines or below levels that cause known, suspected or apparent adverse effects.

**PROTECTIVE EQUIPMENT:**



**RESPIRATORY EQUIPMENT:**

NIOSH-certified (or equivalent) air-purifying respirator where airborne concentrations are expected to exceed exposure limits; NIOSH-certified positive pressure, air-supplied respirator for any circumstance where air-purifying respirator may not provide adequate protection.

**HAND PROTECTION:**

Chemical resistant protective gloves

**EYE PROTECTION:**

Tightly fitting safety goggles (chemical goggles) with side-shields

**SKIN PROTECTION:**

Protective clothing

**HYGIENE MEASURES:**

Handle in accordance with good industrial hygiene and safety practice

**IX. PHYSICAL AND CHEMICAL PROPERTIES**

**FORM:** powder  
**ODOR:** odorless  
**COLOR:** white  
**pH:** 7.3 (5 g/l)  
**FLASH POINT:** not applicable  
**DENSITY:** 0.72 g/cm<sup>3</sup>  
**BULK DENSITY:** 600 - 750 kg/m<sup>3</sup>  
**VISCOACITY, DYNAMIC:** (>)200 mPa.s @ 20°C  
**SOLUBILITY IN WATER:** soluble

**X. STABILITY AND REACTIVITY**

**CONDITIONS TO AVOID:**

None known.

**SUBSTANCES TO AVOID:**

Acids, Chlorine, nitrates, strong bases, strong oxidizing agents.

**HAZARDOUS REACTIONS:**

The product is not a dust explosion risk as supplied; however the build-up of fine dust can lead to a risk of dust explosions.

Stable under normal conditions. No hazardous reactions known.

**HAZARDOUS DECOMPOSITION PRODUCTS:**

Carbon oxides, nitrogen oxides, acid vapors, ammonia.

**HAZARDOUS POLYMERIZATION:**

Product will not undergo hazardous polymerization.

**OXIDIZING PROPERTIES:**

Not fire-propagating

**XI. TOXICOLOGICAL INFORMATION**

**ACUTE TOXICITY**

**ORAL:**

Product:

Type of value: LD50

Species: mouse

Value: >5,000 mg/kg

Component: Polymer

Type of value: LD50

Species: rat

Value: >5,000 mg/kg

**INHALATION:**

Product: no data available

**DERMAL:**

Product: no data available

**SENSITIZATION:**

Product: not sensitizing

**XII. ECOLOGICAL INFORMATION**

**Fish**

Acute: Product:

Leuciscus idus/LC50 (96): >150 mg/L

OECD Test Guideline 203

Acute: Urea

Leuciscus idus/LC50 (96): >6,810 mg/L

**Aquatic invertebrates**

Product:

No data available

Component: Urea

Daphnia magna/EC50 (48 h): 3,910 mg/L

Static

**Toxicity to algae:**

Product:

No data available

**Toxicity to bacteria:**

Product:

Pseudomonas putida

Value: EC50/(24): >2,000 mg/L

**Biodegradability-Product:**

No data available

**Biodegradability-Polymer:**

Biodegradation 40% @ 28 days

**Bioaccumulation-Product:**

No data available

**Bioaccumulation-Components:**

Urea: Species: Green Algae (Chlorella fusca vacuolata)

Exposure: 24 h

Concentration: 0.05 mg/l

Bioconcentration: 11,700 BCF

Method: Static

**XIII. DISPOSAL CONSIDERATIONS**

**WASTE MANAGEMENT:**

Dispose of in accordance with national, state and local regulations.

**CONTAINER DISPOSAL:**

Dispose of in a licensed facility. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

**RCRA:**

**XIV. TRANSPORT INFORMATION**

**LAND TRANSPORT:**  
 US DOT Not classified as a dangerous good under transport regulations  
**SEA TRANSPORT:**  
 IMDG Not classified as a dangerous good under transport regulations  
**AIR TRANSPORT:**  
 IATA/ICAO Not classified as a dangerous good under transport regulations

**XV. REGULATORY INFORMATION**

**US FEDERAL REGULATIONS:**  
 Chemical TSCA listed

**OSHA HAZARD CATEGORY:** This material is classified as not hazardous under OSHA regulations.

**EPCRA 311/312:** Not hazardous

**SARA 313:** Not required

**CALIFORNIA PROP. 65:** Proposition 65 warnings are not required for this product based on the results of a risk assessment.

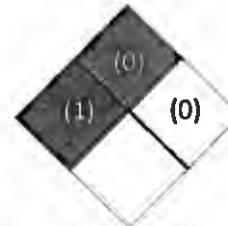
**INVENTORIES:**

USA	TSCA	All components are listed or not required to be listed
CANADA	DSL	All components are listed or not required to be listed
EUROPE	EINECS	All components are listed or not required to be listed
JAPAN	ENCS	All components are listed or not required to be listed
CHINA		All components are listed or not required to be listed
KOREA	KECL	All components are listed or not required to be listed
PHILIPPINES	PICCS	All components are listed or not required to be listed
AUSTRALIA	AICS	All components are listed or not required to be listed

**XVI. OTHER INFORMATION**

**HAZARDOUS MATERIAL INFORMATION SYSTEM (HMIS) NATIONAL FIRE PROTECTION ASSN (NFPA)**

HEALTH	1
FLAMMABILITY	0
PHYSICAL	0
PERSONAL PROTECTION	



**GENERAL INFORMATION:**

IMPORTANT: WHILE THE DESCRIPTIONS, DESIGNS, DATA AND INFORMATION CONTAINED HEREIN ARE PRESENTED IN GOOD FAITH AND BELIEVED TO BE ACCURATE, IT IS PROVIDED FOR YOUR GUIDANCE ONLY. BECAUSE MANY FACTORS MAY AFFECT PROCESSING OR APPLICATION/USE, WE RECOMMEND THAT YOU MAKE TESTS TO DETERMINE THE SUITABILITY OF A PRODUCT FOR YOUR PARTICULAR PURPOSE PRIOR TO USE. NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE REGARDING PRODUCTS DESCRIBED OR DESIGNS, DATA OR INFORMATION SET FORTH, OR THAT THE PRODUCTS, DESIGNS, DATA OR INFORMATION MAY BE USED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. IN NO CASE SHALL THE DESCRIPTIONS, DESIGNS, DATA AND INFORMATION PROVIDED BE CONSIDERED A PART OF OUR TERMS AND CONDITIONS OF SALE. FURTHER YOU EXPRESSLY UNDERSTAND AND AGREE THE DESCRIPTIONS, DESIGNS, DATA AND INFORMATION FURNISHED BY OUR COMPANY HEREUNDER ARE GIVEN GRATIS AND WE ASSUME NO OBLIGATION OR LIABILITY FOR THE DESCRIPTIONS, DESIGNS, DATA AND INFORMATION GIVEN OR RESULTS OBTAINED, ALL SUCH BEING GIVEN AND ACCEPTED AT YOUR RISK.



Fort Bend Services, Inc.  
Water & Waste Treatment Specialists

# SAFETY DATA SHEET

## FBS 7602

### I. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: FBS 7602

CHEMICAL NAME: Cationic water-soluble polymer in emulsion

PRODUCT USE: Flocculation/Dewatering agent

SUPPLIER: Fort Bend Services Inc.

Tel: 281-261-5199

13303 Redfish Lane

Tel: 800-933-3678

Stafford, TX 77477 USA

EMERGENCY TELEPHONE:

CHEMTREC: 1-800-424-9300

IDENTIFICATION NO:

### II. HAZARDS IDENTIFICATION

#### Emergency overview

Caution -- Slippery when wet!

May cause eye and skin irritation.

Use with local exhaust ventilation. Wear protective clothing.

Eye wash fountains and safety showers must be readily accessible.

#### Potential health effects

##### **Primary routes of exposure:**

Routes of entry for solids and liquids include eye and skin contact, ingestion and inhalation. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquefied gases.

##### **Chronic toxicity:**

##### **Carcinogenicity:**

None of the components in this product are listed by IARC, NTP, OSHA or ACGIH as a carcinogen.

##### **Reproductive toxicity:**

No data available. No effects anticipated.

##### **Teratogenicity:**

No data available concerning teratogenic effects.

##### **Genotoxicity:**

The chemical structure does not suggest a specific alert for such an effect.

### III. COMPOSITION/INFORMATION ON INGREDIENTS

CAS Number	Content (W/W)	Chemical Name
64742-47-8	20 – 30%	Distillates, petroleum hydrotreated light
127087-87-0	< 2.5%	Poly(oxy-1,2-ethanediyl), a-(4-nonylphenyl)-w-hydroxy-, branched

### IV. FIRST AID MEASURES

#### **Note to physician:**

Treatment: Treat according to symptoms.

#### **INHALATION:**

Remove to fresh air. No hazards which require special first aid measures.

#### **INGESTION:**

Rinse mouth with water. Do not induce vomiting. Seek medical attention immediately.

#### **SKIN CONTACT:**

Wash affected areas thoroughly with soap and water. Seek medical attention if irritation persists.

#### **EYE CONTACT:**

Immediately wash affected eyes for at least 15 minutes under running water with eyelids held open. Seek medical attention immediately.

### V. FIRE-FIGHTING MEASURES

Flash point	not applicable
Flammability	not highly flammable
Self-ignition temperature	not self-igniting

#### **SUITABLE EXTINGUISHING MEDIA:**

Dry powder, foam, carbon dioxide, water, water spray

#### **ADDITIONAL INFORMATION:**

Avoid use of water jet. If water is used, restrict pedestrian and vehicular traffic in areas where slip hazard may exist.

Contaminated extinguishing water must be disposed of in accordance with official regulations.

**HAZARDS DURING FIRE-FIGHTING:**

Spilled product is slippery underfoot. Extremely slippery when wet.

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides, carbon oxides, ammonia

Hydrogen cyanide may be produced in the event of combustion in an oxygen deficient atmosphere.

**PROTECTIVE EQUIPMENT FOR FIRE-FIGHTING:**

Wear a self-contained breathing apparatus and protective suit.

**VI. ACCIDENTAL RELEASE MEASURES**

**PERSONAL PRECAUTIONS:**

Use personal protective clothing.

**ENVIRONMENTAL PRECAUTIONS:**

Do not discharge into drains/surface waters/groundwater.

**SPILL CLEAN UP METHODS:**

Do not flush with water. Dike spill. Large spills clean up promptly by scoop or vacuum. Soak up residual material with an inert absorbent material. Keep in suitable, closed and labeled container(s) for disposal in accordance with local, state and federal regulations.

**VII. HANDLING AND STORAGE**

**HANDLING:**

Avoid contact with skin and eyes. Ensure there is adequate local/mechanical exhaust. Do not smoke.

Handle in accordance with good industrial hygiene and safety practices.

**STORAGE:**

Keep container tightly closed and dry; store in a cool and dry place (0 - 30°C). Avoid wet, damp or humid conditions, temperature extremes and ignition sources. Freezing will affect the physical condition and may damage the product.

**VIII. EXPOSURE CONTROLS/PERSONAL PROTECTION**

**COMPONENTS WITH OCCUPATIONAL EXPOSURE LIMITS:**

Distillates (petroleum),  
 hydrotreated light

ACGIH

TWA value 200 mg/m<sup>3</sup> Non-aerosol (total hydrocarbon vapor);  
 Application restricted to conditions in which there are negligible aerosol exposures.

Skin Designation Non-aerosol (total hydrocarbon vapor);  
 The substance can be absorbed through the skin.

**ENGINEERING CONTROLS:**

Ensure adequate ventilation. Use local exhaust if misting occurs. Natural ventilation is adequate in the absence of mists.

**PROTECTIVE EQUIPMENT:**



**RESPIRATORY EQUIPMENT:**

Not required except in case of aerosol formation.

**HAND PROTECTION:**

PVC or plastic material gloves

**EYE PROTECTION:**

Safety glasses with side-shields; do not wear contact lenses where product is used.

**SKIN PROTECTION:**

Protective clothing

**HYGIENE MEASURES:**

Handle in accordance with good industrial hygiene and safety practice

**IX. PHYSICAL AND CHEMICAL PROPERTIES**

<b>FORM:</b>	Viscous liquid
<b>ODOR:</b>	Aliphatic
<b>COLOR:</b>	Milky white
<b>pH:</b>	2.5 - 6 (5 g/l)
<b>SPECIFIC GRAVITY:</b>	1.05
<b>FREEZING POINT:</b>	< 5° C
<b>BOILING POINT:</b>	> 100°C
<b>FLASH POINT:</b>	Not applicable
<b>VAPOR PRESSURE:</b>	2.3 kPa @ 20°C
<b>SOLUBILITY IN WATER:</b>	Soluble, solubility limited by viscosity
<b>VISCOSITY:</b>	> 20.5 mm <sup>2</sup> /s @ 40° C

**X. STABILITY AND REACTIVITY**

**CONDITIONS TO AVOID:**

Avoid extreme temperatures.

**SUBSTANCES TO AVOID:**

Oxidizing agents may cause exothermic reactions.

**HAZARDOUS REACTIONS:**

Stable under normal conditions. No hazardous reactions known.

**HAZARDOUS DECOMPOSITION PRODUCTS:**

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides, carbon oxides, ammonia.

**CORROSION TO METALS:**

No corrosive effect on metals

**OXIDIZING PROPERTIES:**

Not fire-propagating

**XI. TOXICOLOGICAL INFORMATION**

**ACUTE TOXICITY**

**ORAL:**

Type of value: LD50  
Species: rat  
Value: >5,000 mg/kg

**DERMAL:**

Type of value: LD50  
Species: rat  
Value: >5,000 mg/kg

**INHALATION:** This product is not expected to be toxic by inhalation.

**IRRITATION/CORROSION**

**SKIN:** Slightly irritating  
**EYE:** May cause eye irritation with susceptible persons  
**SENSITIZATION:** Not sensitizing

**Relevant information on the hazardous components:**

**Distillates, petroleum hydrotreated light**

Acute oral toxicity: LD50/oral/rat > 5000 mg/kg OECD 401  
Acute dermal toxicity: LD50/dermal/rabbit > 5000 mg/kg OECD 402  
Acute inhalation toxicity: LC50/inhalation/4 hr/rat 4951 mg/m<sup>3</sup> OECD 403  
Skin corrosion/irritation: Not irritating OECD 404  
Eye corrosion/irritation: Not irritating OECD 405  
Sensitization: Not expected to be sensitizing

**Poly(oxy-1,2-ethanediyl), a-(4-nonylphenyl)-w-hydroxy-, branched**

Acute oral toxicity: LD50/oral/rat 960 - 3980 mg/kg  
Acute dermal toxicity: LD50/dermal/rabbit 2000 - 2991 mg/kg  
Acute inhalation toxicity: LC50/inhalation/4 hr/rat 1.5 mg/L  
Skin corrosion/irritation: May cause slight irritation  
Eye corrosion/irritation: Risk of serious damage to eyes  
Sensitization: Did not cause allergic skin reactions when tested in humans

**XII. ECOLOGICAL INFORMATION**

**Fish**

Acute:  
Fish/LC50 (96): 10 -100 mg/L OECD 203

**Aquatic invertebrates**

Acute:  
Daphnia/EC50 (48 h): 10 -100 mg/L OECD 202

**Algae:** Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.

**Environmental Fate**

**Hydrolysis:** At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.

**Bioaccumulation:** Does not bioaccumulate

**Other Information:** The effects of this product in aquatic organisms are rapidly and significantly mitigated by the presence of dissolved organic carbon in the aquatic environment.

**Relevant information on the hazardous components:**

**Distillates, petroleum, hydrotreated light**

Acute toxicity to fish: LC50/Oncorhynchus mykiss/96 hr >1000 mg/L

Acute toxicity to invertebrates: EC50/Daphnia magna/48 hr >1000 mg/L  
 Acute toxicity to algae: IC50/Pseudokirchneriella subcapitata/72 hr >1000 mg/L  
 Chronic toxicity to fish: NOEC/Oncorhynchus mykiss/28 day >1000 mg/L  
 Chronic toxicity to invertebrates: NOEC/Daphnia magna/21 day >1000 mg/L  
 Toxicity to microorganisms: EC50/Tetrahymena pyriformis/48 hr >1000 mg/L

**Poly(oxy-1,2-ethanediyl), a-(4-nonylphenyl)-w-hydroxy-, branched**

Acute toxicity to fish: LC50/Pimephales promelas/96 hr 3.8 – 6.2 mg/L  
 Acute toxicity to invertebrates: EC50/Daphnia magna/48 hr 9.3 – 21.4 mg/L  
 Acute toxicity to algae: No data available  
 Chronic toxicity to fish: No data available  
 Chronic toxicity to invertebrates: No data available  
 Toxicity to microorganisms: EC50/activated sludge/16 hr >1000 mg/L

**XIII. DISPOSAL CONSIDERATIONS**

**WASTE MANAGEMENT:**

Dispose of in accordance with national, state and local regulations.

**CONTAINER DISPOSAL:**

Dispose of in a licensed facility. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

**RCRA:**

Not a hazardous waste under RCRA (40 CFR 261)

**XIV. TRANSPORT INFORMATION**

**LAND TRANSPORT:**

US DOT Not classified as a dangerous good under transport regulations

**SEA TRANSPORT:**

IMDG Not classified as a dangerous good under transport regulations

**AIR TRANSPORT:**

IATA/ICAO Not classified as a dangerous good under transport regulations

**XV. REGULATORY INFORMATION**

TSCA: Listed

CANADA (DSL): Listed

OSHA HAZARD CATEGORY: This material is classified as not hazardous under OSHA regulations.

EPCRA 311/312: Not hazardous

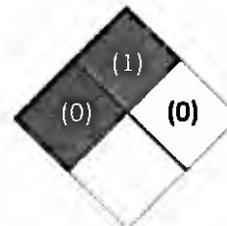
CALIFORNIA PROP. 65: The product contains the following substance(s) known to the State of California to cause cancer: Acrylamide

**XVI. OTHER INFORMATION**

**HAZARDOUS MATERIAL INFORMATION SYSTEM (HMIS)**

**NATIONAL FIRE PROTECTION ASSN (NFPA)**

HEALTH	0
FLAMMABILITY	1
PHYSICAL	0
PERSONAL PROTECTION	



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Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Geoffrey S. Connor  
Secretary of State

### Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for FORT BEND SERVICES, INC. (filing number: 54748900), a Domestic Business Corporation, was filed in this office on January 26, 1981.

It is further certified that the entity status in Texas is active.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 26, 2004.



A handwritten signature in black ink, appearing to read "G. Connor".

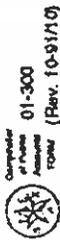
Geoffrey S. Connor  
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

PHONE(512) 463-5555

FAX(512) 463-5709

TY7-1-1



# TEXAS SALES AND USE TAX PERMIT

*This permit is not transferable and must be prominently displayed in your place of business.*

Merchants: **DO NOT** accept a copy of this permit in place of a resale certificate. You will be responsible for sales tax unless you have a valid resale certificate on file.

TRADE NAME AND LOCATION ADDRESS:

FORT BEND SERVICES INC  
13303 REDFISH  
STAFFORD TX 77477

A new permit must be obtained if there is a change of ownership, location or trade name. If the location specified in this permit is closed, return this permit to the Comptroller of Public Accounts and indicate the date of the last taxable business transaction.

TAXPAYER NAME AND MAILING ADDRESS:

FORT BEND SERVICES INC  
BOX 1688  
STAFFORD TX 77497

30

Type of permit	LIMITED SALES TAX
Taxpayer number	1-74-2144642-2
Outlet number	00003
Effective date	01-01-92

*John Sharp*  
JOHN SHARP  
COMPTROLLER OF PUBLIC ACCOUNTS

For Sales Tax assistance or to request any forms call 1-800-252-5555 toll free nationwide, or call 512/463-4600.  
(From a Telecommunication Device for the Deaf (TDD) ONLY call 1-800-248-4099 toll free, or call 512/463-4621.)

# State of Florida



## Department of State

I certify from the records of this office that FORT BEND SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on April 13, 2015.

The document number of this corporation is P15000034156.

I further certify that said corporation has paid all fees due this office through December 31, 2015, 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 the State of Florida  
at Tallahassee, the Capital, this the  
Fifteenth day of April, 2015



CR2EO22 (1-11)

*Ken Detzner*

Ken Detzner  
Secretary of State

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 David James -Polymer Sales Manager

Company Name Fort Bend Services, Inc.

Address P.O. Box 1688 Stafford, Texas 77497-1688

David James Polymer Sales Manager  
Signature Title

Telephone Number 281-261-5199

Date 7/28/2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/19/2015

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

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

<b>PRODUCER</b> Carroll Insurance Agency, Ltd. 14906 FM 529  Houston TX 77095		<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (281) 656-3000 FAX (A/C. No.): (281) 656-3001 E-MAIL ADDRESS: service@carrollins.com	
<b>INSURED</b> Fort Bend Services, Inc. P. O. Box 1688 (77497) 13303 Redfish Lane Stafford TX 77477-1688		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State National Insurance NAIC # 12831 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 15/16 Auto & GL 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			MEB0692671	6/21/2015	6/21/2016	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMPIOP AGG	\$ 2,000,000	
A	AUTOMOBILE LIABILITY			MEC0692671	6/21/2015	6/21/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist combined	\$ 1,000,000	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DED	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: ITB#2009-243

See attached Comments/Remark page (Form OFREMARK) for additional information.

**CERTIFICATE HOLDER****CANCELLATION**

(772) 288-5381 rbegley@ci.stuart.fl.us

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

City of Stuart  
 121 SW Flagler Avenue  
 Stuart, FL 34994

AUTHORIZED REPRESENTATIVE

D Carroll, CIC, CRM/G

## COMMENTS/REMARKS

The General Liability and Auto policies include a blanket additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract that requires such status.

The General Liability, Auto policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract that requires such status.

The policies include a blanket notice of cancellation to certificate holders. The endorsement provides 30 days advanced notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days notice after the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/28/2015

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

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

<b>PRODUCER</b> Bell Insurance 16980 Dallas Parkway#210  Dallas TX 75248	<b>CONTACT NAME:</b> Tonya Hodkinson <b>PHONE (A/C, No, Ext):</b> (972) 581-4800 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> (972) 581-4850
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Fort Bend Services, Inc. P.O. Box 1688  Stafford TX 77497-1688	<b>INSURER A:</b> Hartford Fire Ins. Co. <b>NAIC #</b> 19682	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 15/16 Master      **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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	46WBCRU2001	7/3/2015	7/3/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER**      **CANCELLATION**

City of Stuart, Florida 121 SW Flager Avenue Stuart, FL 34994	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Vincent V. Bell/TONYA <i>Vincent Bell</i>

## 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Fort Bend Services, Inc.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>P.O. Box 1688</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Stafford, TX 77497-1688</b>		City of Stuart 121 SW Flagler Ave. Stuart, FL 34994
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

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

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

<b>Social security number</b>										
or										
<b>Employer identification number</b>										
7	4		2	1	4	4	6	4	2	

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Rosemary Levens</i>	Date ▶ <b>07/28/2015</b>
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**General Instructions**

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

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

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1088 (home mortgage interest), 1088-E (student loan interest), 1088-T (tuition)
- Form 1088-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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