Agenda Item #: 3Y-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 25, 2026 **[X] Consent** **[ ] Regular** **[ ] Ordinance** **[ ] Public Hearing**

Department: **Procurement Department**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: quarterly list of contract terminations under section 2-53(d) of the County's Purchasing/Procurement Code (the Code).

Summary: Effective November 16, 2024, the Code authorized the Director of Procurement, in consultation with the County Attorney's Office, to terminate non-construction contracts, including exempt contracts, of any amount in accordance with the terms and conditions of the applicable contract. The Code requires the Director of Procurement to submit to the Board of County Commissioners (BCC) at least quarterly a receive and file agenda item listing all contract terminations, whether termination is for convenience or termination for cause. Additionally, pursuant to Countywide PPM# CW-L-008, Procurement Policies and Procedures, specifically Section II.D.b, it states "the Procurement Director may terminate non-construction contracts...with County Administration review and approval." The list of quarterly contract terminations have been reviewed and approved by County Administration. The quarterly list of contract terminations are for the period of March 1, 2026 through May 31, 2026 **(Procurement Department)** **Countywide** **(AH)**

Background & Justification: Compliance with the Purchasing/Procurement Code requires that the Director of Procurement file a list of contract terminations with the BCC at least quarterly, as provided in Section 2-53 (d). Attached are the contracts that have been terminated from March 1, 2026 through May 31, 2026.

Attachments:

1. Quarterly List of Contract Terminations

Recommended By: Jessica Comis 7/7/26
Department Director **Date**

Approved By: 7/8/26
Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	**2026**	**2027**	**2028**	**2029**	**2030**
Capital Expenditures	______	______	______	______	______
Operating Costs	______	______	______	______	______
External Revenues					
In-Kind Match (County)	______	______	______	______	______
NET FISCAL IMPACT*	______	______	______	______	______
# ADDITIONAL FTE POSITIONS (Cumulative)	______	______	______	______	______

Is Item Included in Current Budget: Yes ______ No ______
Does this item include use of Federal funds? Yes ______ No ______
Does this item include the use of State funds? Yes ______ No ______

Budget Account No: Fund ____ Dept ___ Unit ____ Object ____ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item carries no fiscal impact.

C. Departmental Fiscal Review: ______________________________

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

______________________________ ______________________________
OFMB Contract Development and Control

B. Legal Sufficiency:

____
Assistant County Attorney

C. Other Department Review:

____
Department Director

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	**2026**	**2027**	**2028**	**2029**	**2030**
Capital Expenditures	____	____	____	____	____
Operating Costs	____	____	____	____	____
External Revenues					
In-Kind Match (County)	____	____	____	____	____
NET FISCAL IMPACT*	____	____	____	____	____
# ADDITIONAL FTE POSITIONS (Cumulative)	____	____	____	____	____

Is Item Included in Current Budget: Yes ____ No ____
Does this item include use of Federal funds? Yes ____ No ____
Does this item include the use of State funds? Yes ____ No ____

Budget Account No: Fund ____ Dept ____ Unit ____ Object ____ Program ____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item carries no fiscal impact.

C. Departmental Fiscal Review: ______________________

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[signature] 6/26/2026
OFMB
KK 6/29 [initials] 6/29

[signature] 6/29/26
Contract Development and Control
6/29/26 [initials]

B. Legal Sufficiency:

[signature] 7/1/26
Assistant County Attorney

C. Other Department Review:

____
Department Director

ATTACHMENT 1

QUARTERLY LISTING OF CONTRACT TERMINATIONS

FOR THE PERIOD March 1, 2026 THROUGH May 31, 2026

Contract No.	Vendor Name	Type of Goods or Services	Termination Date	Termination for Convenience	Termination for Cause
300615D	Material Handling Systems, Inc.	Cranes, Hoist and other Lifting Devices	April 13, 2026	X	
25013	United Freight Services, LLC.	Tree Removal Services	April 21, 2026		X
22071RC	Shrieve Chemical Company, LLC	Bulk Purchase and Delivery of Sulfuric Acid 93% Solution	April 27,2026	X – voluntary withdraw.	
700213RC	DeAngelo Contracting Services, LLC	Ground Application Service for Weed and Vegetation Control	May 26, 2026	X	
20054D	Maia Lawn and Landscape Services, Inc.	Grounds Maintenance ,Green Cay Wetlands	May 26, 2026	X	
555647A	United Sales USA Corp.	Soaps, Sanitizers, Deodorizes, Cleaners & Supplies	May 26, 2026	X	

Inter-Office Memorandum

Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

DATE: April 27, 2026

TO: Tracy Ellison, Deputy County Administrator
County Administration

FROM: Jessica Comis, Purchasing Director
Procurement Department

RE: Request to Terminate Contract No. 300615D, Cranes, Hoist and Other Lifting Devices, Inspection, Maintenance and Repairs – Material Handling Systems Inc

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BACKGROUND

The purpose of this Memorandum is to request County Administration's review and approval to terminate the following Contract No. 300615D, Cranes, Hoist and Other Lifting Devices, Inspection, Maintenance and Repairs, which is managed by the Water Utilities Department under the contract. Pursuant to PPM # CW-L-008, specifically Section II. D. 6, it states, The Procurement Director may "terminate non-construction contracts, including exempt contracts, of any amount in accordance with the terms and conditions of the contract and in consultation with the County Attorney's Office ("CAO"), with the County Administration review and approval...". Please review and approve the following termination of contract request.

SUMMARY

1. Contract No. 300615 for Cranes, Hoist and Other Lifting Devices, Inspection, Maintenance and Repairs was established in 2022 with an effective date of April 8, 2022 through April 7, 2023. The County has exercised four (4) twelve (12) month renewal options. The current term Contract No. 300615D was renewed in 2026 with a start date of April 8, 2026 through April 7, 2027. This contract has no additional renewal options available. This contract is piggyback from Broward County, IFB #TRN2122942B1

2. The contract was awarded on a primary basis:
   a. Material Handling Systems Inc was awarded the primary vendor. The total contract value is $35,000.00.

3. Contract 300615D is being terminated due to the expiration of the underlying piggyback contract with Broward County, IFB #TRN2122942B1.

Procurement Department
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West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

Inter-Office Memorandum (cont.)

4. Broward County has established a new contract, IFB #TRN2128610B1 which expires on February 9, 2027, with three (3) twelve (12) month renewal options available.

5. The County has decided to terminate this contract for convenience and piggyback off the newly established contract. The County Attorney's Office has reviewed and approved the termination letter.

6. Once the termination is approved, the County will piggyback off the new contract. In the interim, user departments will be able to issue DPOs as applicable for services.

CONCLUSION

The County is requesting termination of the contract, and per #6, there will be no disruption to services.

Thank you for your review and consideration.

Approved,

Tracy Ellison
Deputy County Administrator

Enclosed:
Termination Letter # 300615D– 04/13/26
County Attorney Approval – 04/13/26

Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

SENT VIA
FEDEX
Phone: 954-921-1171
Email: ron@mhscrane.com
Vendor Code: MATE0001

April 13, 2026

Material Handling Systems Inc
720 SW 4th Court
Dania, FL 33004

RE: Term Contract #300615D Cranes, Hoist and Other Lifting Devices, Inspection, Maintenance and Repairs, Term Contract

Dear Vendor:

This letter is to notify Material Handling Systems Inc. that Palm Beach County is electing to terminate contract #300615/SM for Cranes, Hoist and Other Lifting Devices, Inspection, Maintenance and Repairs in accordance with General Condition #6 "Termination for Convenience". Termination is effective May 13, 2026.

Sincerely,

Jessica Comis
Procurement Director

c: Irwin Jacobowitz, Deputy Director
Jonathan Silva, Procurement Manager
(MATE0001)
Pam Giust, Water Utilities

File

INTER-OFFICE COMMUNICATION
PALM BEACH COUNTY

DATE: April 13, 2026

TO: Jessica Comis, Director
Procurement Department

FROM: Jonathan Silva, Procurement Manager
Procurement Department

RE: Termination Letter: Contract No. 300615/SM, Cranes, Hoist and Other Lifting Devices, Inspection, Maintenance and Repairs – Material Handling Systems Inc

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Contract No. 300615/SM for Cranes, Hoist and Other Lifting Devices, Inspection, Maintenance and Repairs, was renewed in 2026, with a start date of April 8, 2026, through April 7, 2027 with a contract value of $35,000.00. This term contract has no renewal options available.

The Broward County contract IFB #TRN2122942B1 we are piggybacking has expired and a new contract has been established.

As a result, services will be conducted using a DPO and a new piggyback contract will be established from Broward County Contract IFB #TRN2128610B1, which expires on February 9, 2027 with three (3) twelve (12) month renewal options available.

Please feel free to contact me for any additional information regarding this termination.

From: Anne Helfant
To: Jonathan Silva
Subject: RE: 300615D Termination
Date: Monday, April 13, 2026 2:25:51 PM
Attachments: image001.png

Looks good

From: Jonathan Silva <JSilva@pbc.gov>
Sent: Monday, April 13, 2026 1:50 PM
To: Anne Helfant <AHelfant@pbc.gov>
Subject: RE: 300615D Termination

Done. Please see attached.

From: Anne Helfant <AHelfant@pbc.gov>
Sent: Monday, April 13, 2026 1:45 PM
To: Jonathan Silva <JSilva@pbc.gov>
Subject: RE: 300615D Termination

yes

From: Jonathan Silva <JSilva@pbc.gov>
Sent: Monday, April 13, 2026 1:39 PM
To: Anne Helfant <AHelfant@pbc.gov>
Subject: RE: 300615D Termination

There are no outstanding orders on this contract. Can we remove the last sentence?

From: Anne Helfant <AHelfant@pbc.gov>
Sent: Monday, April 13, 2026 11:46 AM
To: Jonathan Silva <JSilva@pbc.gov>
Subject: RE: 300615D Termination

Jonathan,

The termination effective date needs to be a month later than the date the outstanding orders must be completed by.

From: Jonathan Silva <JSilva@pbc.gov>
Sent: Monday, April 13, 2026 11:41 AM
To: Anne Helfant <AHelfant@pbc.gov>
Subject: RE: 300615D Termination

Hi Anne,

The vendor has been advised. Please see updated letter for your review attached.

Thank you

From: Anne Helfant <AHelfant@pbc.gov>
Sent: Monday, April 13, 2026 10:29 AM
To: Jonathan Silva <JSilva@pbc.gov>
Subject: RE: 300615D Termination

Johnathan,

Is the contractor aware we are terminating the contract?

In the letter, you need to give more time to allow the outstanding orders to be completed prior to the contract terminating. I would allow at least a month time.

Annie

From: Jonathan Silva <JSilva@pbc.gov>
Sent: Friday, April 10, 2026 2:01 PM
To: Anne Helfant <AHelfant@pbc.gov>
Subject: 300615D Termination

Hi Anne,

Please see attached termination letter and memo for your review.

Jonathan Silva, Procurement Manager
Procurement Department

50 S. Military Trail, Suite 110
West Palm Beach, FL 33415-3199
PHONE: 561-616-6808
FAX: 561-233-2173
EMAIL: JSilva@pbc.gov
Procurement Department Website:
http://discover.pbcgov.org/procurement
Vendor Self Service System Website:
VSSPRD - Welcome to Palm Beach County's Vendor Self-Service (VSS) Registration System

Our Mission: "To drive a continuous improvement culture of excellence that achieves a measurably high level of public satisfaction."

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/purchasing

Inter-Office Memorandum

DATE: April 17, 2026

TO: Tracy Ellison, Deputy County Administrator
County Administration

FROM: Jessica Comis, Purchasing Director
Procurement Department

RE: Request to Terminate Contract No. 25013, Tree Removal Services – United Freight Services LLC

BACKGROUND

The purpose of this Memorandum is to request County Administration's review and approval to terminate the following Contract No. 25013, Tree Removal Services, which is managed by Parks and Recreation and requested by Facilities, Development, and Operations ("FDO") as a user department under the contract. Pursuant to PPM # CW-L-008, specifically Section II. D. 6, it states, The Procurement Director may "terminate non-construction contracts, including exempt contracts, of any amount in accordance with the terms and conditions of the contract and in consultation with the County Attorney's Office ("CAO"), with the County Administration review and approval…". Please review and approve the following termination of contract request.

SUMMARY

1. Contract No. 25013 for Tree Removal Services was established in 2025 with a start date of October 21, 2025, through October 20, 2026. The contract includes four (4) optional twelve (12) month renewal periods.

2. The contract was awarded on a primary basis:
   a. United Freight Services LLC was awarded the primary vendor. The total contract value is $341,000.00.

3. A vendor performance report was issued to United Freight Services LLC (the vendor) on January 16, 2026, highlighting the company's failure to meet contractual obligations regarding. On January 26, 2026, the vendor responded to the VPR with a unilateral request to withdraw from the contract. Based on the County Attorney's recommendation, a Remedy Letter was sent to the vendor informing them we had received their request to unilaterally withdraw from the contract, and that their company could be suspended from doing business with Palm Beach County is they proceeded with the withdrawal. The vendor responded on

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/purchasing

March 10, 2026, acknowledging they still wished to proceed with the contract withdrawal ("see attachments").

4. The County has decided to terminate the contract for cause due to the vendor not fulfilling their contractual obligations and suspend the vendor for a period of one (1) year. The County Attorney's Office has reviewed and approved the termination letter.

5. Once the termination is approved, a new solicitation will be processed. User departments will be able to issue confirming orders or DPOs as applicable for the services in the interim.

CONCLUSION

The County is requesting termination of the contract, and per #5, there will be no disruption to services.

Thank you for your review and consideration.

Approved,

Tracy Ellison
Deputy County Administrator

Enclosed:
Termination Letter # 25013 – 04/02/26
Vendor Response – 03/10/26
Term Contract Letter – 03/03/26
County Attorney Approval – 03/02/26
Vendor Notice of Withdrawal – 01/26/26
Vendor Performance Report – 01/16/26

Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

SENT VIA FEDEX
Phone: (772) 341-4467
Email: annie@unitedfreightcorp.com
Vendor Code: VS*33910

April 21, 2026

United Freight Services LLC
Attention: Annie Stone
2658 SE Willoughby Boulevard
Stuart, FL 34994

RE: TERM CONTRACT #25013, TREE REMOVAL SERVICES

Dear Ms. Stone:

By this letter and effective immediately, Palm Beach County is terminating United Freight Services, LLC from the above referenced contract due to its inability to meet its contractual obligations fully and professionally. Additionally, pursuant to Chapter 2, Article III, Section 2-56 of the Palm Beach County Code, suspension is being instituted against United Freight Services, LLC from participating in any renewal or solicitation process with Palm Beach County for twelve (12) months from the date of this letter.

Please be advised that a suspended or debarred vendor or contractor shall not bid or propose as a subcontractor during their suspension or debarment.

The suspension of United Freight Services, LLC is effective upon the date of this letter and is final unless determined otherwise by a Special Master. You may request a hearing before a Special Master pursuant to Section 2-56 (e) of the Purchasing Code (extract attached) no later than 5:00 p.m., May 1, 2026. Your written request to convene the hearing must be accompanied by a protest bond in the amount of $3,000.00, remitted by money order, certified cashier's or bank check payable to Palm Beach County. You are advised to familiarize yourself with the Palm Beach County Code, which provides that your protest bond shall be forfeited if your protest is not upheld by the Special Master. Please note that the hearing before the Special Master is limited to those issues related to this determination.

Lastly, it is your obligation to ensure that a verbatim record of the hearing is made, in case you decide to appeal the decision of the Special Master to the Circuit Court.

Sincerely,

Jessica Comis

Jessica Comis
Director

c: Kristen A. Monnett, Purchasing Manager
Victoria Handy, Procurement Concierge
Zulma Gasca, Procurement Compliance Manager
Countywide
File

INTER-OFFICE COMMUNICATION
PALM BEACH COUNTY

DATE: April 2, 2026

TO: Jessica Comis, Director
Procurement Department

FROM: Kristen A. Monnett, Procurement Manager
Procurement Department

RE: Termination Letter: Contract No. 25013, Tree Removal Services – United Freight Services LLC

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Contract No. 25013 for tree removal services was established in 2025, with a start date of October 21, 2025 through October 20, 2026 with a contract value of $341,000.

A vendor performance report was issued to United Freight Services LLC on January 16, 2026, highlighting the company's failure to meet contractual obligations. The VPR is attached.

United Freight Services LLC responded to the VPR with a unilateral request to withdraw from the contract on January 26, 2026. Based on the County Attorney's recommendation, a Remedy Letter was sent to the vendor informing them we had received their request to unilaterally withdraw from the contract, and that their company could be suspended from doing business with Palm Beach County if they proceeded with the withdrawal. United Freight Services LLC responded on March 10, 2026, acknowledging they still wished to proceed with the contract withdrawal.

The County has decided to terminate the contract for cause due to the vendor not fulfilling their contractual obligations and suspend the vendor for a period of one (1) year. The County Attorney's office has reviewed and approved the termination letter.

As a result, a new solicitation will be processed. User departments will be able to issue confirming orders or DPOs as applicable for services in the interim.

Please feel free to contact me for any additional information regarding this termination.

Sec. 2-56. - Suspension and Debarment.

(a) *Authority.* The Director of Procurement may suspend or debar for cause the right of a vendor, contractor or subcontractor to be included in the renewal of an existing contract or any solicitation process, including a vendor, contractor or subcontractor on an exempt contract, alternate source contract, or contract governed by the PREM Ordinance; and any bid, proposal, submittal, or quote received from that vendor, contractor or subcontractor shall be rejected.

(b) *Suspension and Debarment.* A vendor, contractor or subcontractor may be suspended for a period not to exceed two (2) years as determined by the Director of Procurement, or may be permanently debarred. However, any suspension imposed pursuant to the provisions of subsections (b)(3) and (4) below shall be in effect during the pendency of the applicable proceeding, regardless of duration. A suspended or debarred vendor or contractor shall not bid or propose as a subcontractor during their suspension or debarment; and, a suspended or debarred subcontractor shall not bid or propose as a vendor or contractor during their suspension or debarment. A suspension or debarment may be based upon the following:

(1) Failure to fully comply with the conditions, specifications or terms of a contract with the County, including but not limited to the unilateral withdrawal of a bid, quote, submittal, or proposal that has been received from the recommended awardee.

(2) Any misrepresentation in connection with a solicitation or any misrepresentation of fact upon which the County has based a decision, including but not limited to a misrepresentation by a vendor, contractor or subcontractor on a small business application, or a local preference affidavit.

(3) Charged or convicted with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract. If charges are dismissed or the vendor, contractor or subcontractor is found not guilty, the suspension or debarment shall be lifted automatically upon written notification and proof of final court disposition. However, nothing herein shall preclude the Director of Procurement from imposing an additional suspension or debarment following said dismissal or finding of not guilty where the Director of Procurement determines that the additional suspension or debarment is otherwise supported by this Procurement/Purchasing Code. In such case, the suspended or debarred vendor, contractor, or subcontractor may avail themselves of the protest procedure set forth in subsection (e) below.

(4) Charged or convicted for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County government contractor. If charges are dismissed or the vendor, contractor or subcontractor is found not guilty, the suspension or debarment shall be lifted automatically upon written notification and proof of final court disposition. However, nothing herein shall preclude the Director of Procurement from imposing an additional suspension or debarment following said dismissal or finding of not guilty where the Director of Procurement determines that the additional suspension or debarment is otherwise supported by this Procurement/Purchasing Code. In such case, the suspended or debarred vendor, contractor, or subcontractor may avail themselves of the protest procedure set forth in subsection (e) below.

(5) Any other cause the Director of Procurement determines to be so serious and compelling as to materially and adversely affect the responsibility of a vendor, contractor or subcontractor, including but not limited to suspension by another governmental entity for substantial cause.

(6) Violation of the ethical standards set forth in local, state or federal law.

(7) Violation of a County Ordinance.

(c) *Decision.* Upon a determination to suspend or debar a vendor, contractor or subcontractor, the Director of Procurement shall notify the vendor, contractor or subcontractor in writing of the suspension or debarment along with the reasons for the action taken.

(d) *Finality of Decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor, contractor or subcontractor initiates protest proceedings.

(e) *Protest of Suspension or Debarment.* Upon receipt of the notification of suspension or debarment, the vendor, contractor or subcontractor may submit a protest to the Director of Procurement.

(1) *Notice of Protest.* The protest must be in writing to the Director of Procurement, must be received by the Director of Procurement within ten (10) business days of the issuance of the Director of Procurement's determination, must include a factual summary of the basis of the protest and must include a protest bond of three thousand dollars ($3,000.00), which shall be remitted in the form of a money order, a certified check, a cashier's check, or a bank check payable to Palm Beach County. Such protest is considered filed when it is received and date/time stamped by the Department of Procurement. The date/time stamp of the Procurement Department shall control when determining whether the protest was received by the Director of Procurement within the time frame specified for the notice of protest. Neither the Director of Procurement nor a special master shall consider any issue not submitted in writing within the time frame specified for the notice of protest. The suspension or debarment shall be in effect pending the result of the protest.

(2) *Authority to Resolve.* Protests filed in accordance with Section 2-56(e) hereinabove shall be resolved under the provisions of this Section.

a. The Director of Procurement shall have the authority to:

i) Uphold the Protest. The Director of Procurement may uphold the protest and lift the suspension or debarment. The protest may be upheld based upon a determination by the Director of Procurement that grounds for suspension or debarment under Section 2-56(b) are not present. If the protest is upheld, the Procurement Department shall return the protestor's bond to the protestor and send protestor written notification that the suspension or debarment has been lifted.

ii) Deny the Protest. If the protest is denied, the Protestor has the right to request a special master in accordance with Section 2-56(e)(2)d. hereinbelow. The Procurement Department shall retain the protestor's bond pending the outcome of the special master hearing. If protestor does not request a special master hearing within the time frame specified, the protestor's bond is forfeited.

iii) Refer the protest directly to a special master, with no determination made by the Director of Procurement on the protest. In this instance, the Procurement Department shall retain the protestor's bond pending the outcome of the special master hearing.

b. When a protest is filed by a certified S/M/WBE or where the protest involves an S/M/WBE issue, the Director of Procurement shall review the protest to determine whether the protest involves an S/M/WBE or an S/M/WBE issue; if so determined, the Director of Procurement shall work in conjunction with the Director of the Office of EBO to resolve the protest. After reviewing the facts surrounding the issues raised in the written protest, the Director of Procurement and the Director of the Office of EBO may make the determination to:

i) Uphold the protest in accordance with Section 2-56(e)(2)(a)(i) hereinabove.

ii) Deny the protest in accordance with Section 2-56(e)(2)(a)(ii) hereinabove.

iii) Refer the protest directly to a special master with no determination made on the protest by the Director of Procurement and the Director of the Office of EBO.

c. If the Director of Procurement upholds or denies the protest, then the Director of Procurement shall issue a written statement of the determination within a reasonable period of time to the protestor. The written statement shall provide the general rationale for said determination. If the Director of Procurement refers the protest to a special master without making a determination, then the Director of Procurement will notify the protestor of the date and time of the special master hearing.

d. Upon receipt of a denial of the protest, the protestor may request a hearing before a special master. The request for a hearing shall be in writing to the Director of Procurement and must be received by the Director of Procurement within five (5) business days of issuance of the Director of Procurement's determination. The date/time stamp of the Procurement Department shall control when determining whether the request was received by the Director of Procurement within the time frame specified for a request for hearing.

e. At no time shall a protestor, party, or any other person, contact a special master regarding any issue pertaining to or involving the protest. Contact between the County and the special master shall be limited to scheduling and other administrative issues, including the provision and copying of public records pertinent to the protest.

f. Under rules established under Section 2-55(d), the special master shall have authority to make a recommendation to:

i) Uphold the Protest. The special master may recommend that the protest be upheld and make a recommendation to the Director of Procurement to lift the suspension or debarment based upon a determination by the special master that grounds for suspension or debarment under Section 2-56(b) are not present. In this instance, the Procurement Department shall return the protestor's bond to the protester.

ii) Deny the Protest. If the special master recommends denial of the protest, the special master shall recommend to the Director of Procurement that the suspension and debarment remain and not be lifted. In this instance, the protestor's bond shall be forfeited.

g. The Director of Procurement may accept the special master's recommendation or, if the Director of Procurement determines the special master's recommendation is not in the County's best interest, reject the recommendation. The decision of the Director of Procurement shall be final.

Kristen A Monnett

From: Anne Helfant
Sent: Thursday, April 2, 2026 1:52 PM
To: Kristen A Monnett
Cc: Jessica Comis H.; Nancy Volpi
Subject: RE: FW: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT
Attachments: Termination.Letter.United.Freight.4.2.26.docx

Hi Kristen,

Please see the attached letter. If you have any questions, just let me know.

Annie

From: Kristen A Monnett <kmonnett@pbc.gov>
Sent: Thursday, March 26, 2026 11:06 AM
To: Anne Helfant <AHelfant@pbc.gov>
Cc: Jessica Comis H. <JComis@pbc.gov>; Nancy Volpi <NVolpi@pbc.gov>
Subject: FW: FW: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT

Hi Annie,

I spoke with Jessica and it was determined based on the company's response to terminate the contract and suspend for 1 year.

See attached for your review.

Let me know if you need anything else.

Thank you.

Kristen A. Monnett, Purchasing Manager
Palm Beach County Procurement Department
50 S Military Trail, Suite 110
West Palm Beach, FL 33415
Phone: (561) 616-6829
Fax: (561) 242-6729

NIGP NIGP-CPP CERTIFIED PROCUREMENT PROFESSIONAL
NIGP Public Procurement Associate DESIGNATION
NIGP Enabling Regulations & Compliance FOUNDATIONS

From: Kristen A Monnett
Sent: Friday, March 13, 2026 1:40 PM
To: Jessica Comis H. <JComis@pbc.gov>; Irwin Jacobowitz <IJacobow@pbc.gov>
Subject: FW: FW: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT

Hi Jessica,

Do you want me to put an appoint on your calendar to discuss?

Thank you.

Kristen A. Monnett, Purchasing Manager
Palm Beach County Procurement Department
50 S Military Trail, Suite 110
West Palm Beach, FL 33415
Phone: (561) 616-6829
Fax: (561) 242-6729

NIGP NIGP-CPP CERTIFIED PROCUREMENT PROFESSIONAL | NIGP Public Procurement Associate DESIGNATION | NIGP Enabling Regulations & Compliance FOUNDATIONS

From: Kristen A Monnett
Sent: Tuesday, March 10, 2026 9:35 AM
To: Jessica Comis H. <JComis@pbc.gov>; Irwin Jacobowitz <IJacobow@pbc.gov>
Cc: Nancy Volpi <NVolpi@pbc.gov>; Anne Helfant <AHelfant@pbc.gov>
Subject: RE: FW: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT

Hi Jessica and Irwin,

See response to remedy letter from vendor attached. I have also attached the solicitation so you can see the scope/requirements set forth by the County. Page 19, term 17 has required response times. Page 21 through 23 also has specific requirements.

How do we proceed with termination? Do we suspend? Based on the vendor's response, it doesn't seem they understood the contract requirements and response times.

Let me know if you need anything else.

The following files were shared via Cloud Drive

PDF	SIGNED AMENDMENT 1 IFB 25-013-BB TREE REMOVAL SERVICES.pdf	2.5MB
PDF	IFB 25-013-BB- TREE REMOVAL SERVICES, TERM CONTRACT.pdf	1MB

View Files Sharing Expires on May 09, 2026

From: Anne Helfant <AHelfant@pbc.gov>
Sent: Monday, March 2, 2026 1:09 PM
To: Kristen A Monnett <kmonnett@pbc.gov>
Cc: Jessica Comis H. <JComis@pbc.gov>; Irwin Jacobowitz <IJacobow@pbc.gov>; Nancy Volpi <NVolpi@pbc.gov>
Subject: RE: FW: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT

HI Kristen,

The letter looks good. Thanks

Annie

From: Kristen A Monnett <kmonnett@pbc.gov>
Sent: Thursday, February 26, 2026 4:10 PM
To: Anne Helfant <AHelfant@pbc.gov>
Cc: Jessica Comis H. <JComis@pbc.gov>; Irwin Jacobowitz <IJacobow@pbc.gov>; Nancy Volpi <NVolpi@pbc.gov>
Subject: RE: FW: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT

Hi Annie,

See remedy letter attached for your review/approval.

From: Anne Helfant <AHelfant@pbc.gov>
Sent: Wednesday, February 25, 2026 2:33 PM
To: Kristen A Monnett <kmonnett@pbc.gov>
Cc: Jessica Comis H. <JComis@pbc.gov>; Irwin Jacobowitz <IJacobow@pbc.gov>; Nancy Volpi <NVolpi@pbc.gov>
Subject: RE: FW: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT

Hi Kristen,

I think this letter should be written so you inform the vendor that if they choose to terminate the contract the County will suspend their company for 12 months. They are asking the process for termination. You can give them a date to notify the County if they intend to terminate. They must notify you by a certain date what they intend to do. Once you receive final termination notice from them, you would send another letter officially terminating the contract and informing them they are suspending from performing work with the County for 12 months. If you have any questions, just let me know.

Annie

From: Kristen A Monnett <kmonnett@pbc.gov>
Sent: Tuesday, February 24, 2026 9:41 AM
To: Anne Helfant <AHelfant@pbc.gov>
Cc: Jessica Comis H. <JComis@pbc.gov>; Irwin Jacobowitz <IJacobow@pbc.gov>; Nancy Volpi <NVolpi@pbc.gov>
Subject: FW: FW: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT

Hi Annie,

This vendor is unilaterally withdrawing from the contract. It has been our practice to suspend for 12 months. I have spoken with Jessica and she agrees.

See attached for your review/approval.

Let me know if you need anything else.

From: Annie <annie@unitedfreightcorp.com>
Sent: Tuesday, January 27, 2026 12:04 PM
To: Kristen A Monnett <kmonnett@pbc.gov>
Subject: Re: FW: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT

This Message Is From an External Sender
This message came from outside your organization.

Response sent earlier

On Jan 27, 2026 at 10:41 AM, <Kristen A Monnett> wrote:

Good morning,

A friendly reminder that a response is required by your company by 5 p.m. today, or your company may be terminated and suspended from the contract and face possible sanctions of being suspended for up to two (2) years from doing business with Palm Beach County.

Thank you.

Kristen A. Monnett, Purchasing Manager
Palm Beach County Purchasing
50 S Military Trail, Suite 110
West Palm Beach, FL 33415
Phone: (561) 616-6829
Fax: (561) 242-6729

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Our Mission: **"To drive a continuous improvement culture of excellence that achieves a measurably high level of public satisfaction."**

From: Kristen A Monnett
Sent: Friday, January 16, 2026 4:13 PM

To: 'annie@unitedfreightcorp.com' <annie@unitedfreightcorp.com>
Cc: Robert Chiego <RChiego@pbc.gov>
Subject: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT
Importance: High

Good afternoon,

Please see attached Vendor Performance Report (VPR) and letter for your review and response. Please fill out Part II with your corrective action plan and return by January 27, 2026. A hard copy will be sent via FedEx.

The following files were shared via Cloud Drive:

PDF 25013 UNITED FREIGHT VPR.pdf 1.5MB

View Files Sharing Expires on Mar 17, 2026

Thank you.

Kristen A. Monnett, Purchasing Manager
Palm Beach County Purchasing
50 S Military Trail, Suite 110
West Palm Beach, FL 33415
Phone: (561) 616-6829
Fax: (561) 242-6729

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UNITED FREIGHT SERVICES
2658 SE Willoughby Blvd, Stuart, FL 34994
Phone: (772) 341-4467
Email: annie@unitedfreightcorp.com
Website: www.unitedfreightcorp.com

SENT VIA FEDEX AND EMAIL

March 10, 2026

Jessica Comis, Director
Palm Beach County Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

RE: Term Contract #25013 – Tree Removal Services
Response to March 3, 2026 Correspondence

Dear Ms. Comis:

United Freight Services LLC acknowledges receipt of your March 3, 2026 correspondence regarding Term Contract #25013.

As previously communicated in our written notice dated January 26, 2026, United formally requested withdrawal from this contract due to operational and structural conditions that differ materially from the framework under which our response and pricing were developed.

Prior to reaching this conclusion, United made substantial good-faith efforts to align performance expectations. Our certified arborists and management representatives met with County staff and applicable municipal officials on multiple occasions to review scope interpretation, field conditions, scheduling parameters, and implementation expectations. Those meetings were conducted in a collaborative spirit with the objective of identifying workable solutions and ensuring operational clarity.

During implementation, significant restrictions were imposed regarding permissible dates, times, and access windows for specific locations and properties. These limitations materially constrained operational deployment, equipment scheduling, crew allocation, and overall workflow efficiency. The cumulative effect of these access constraints created conditions that materially impaired our ability to execute the work in a commercially reasonable and operationally sustainable manner.

United worked diligently to develop alternative sequencing strategies and scheduling models intended to satisfy stakeholder requirements while maintaining contractual performance standards. Despite these efforts and extensive coordination attempts, the structural limitations effectively restricted our ability to implement a viable plan that would be beneficial to all parties.

Following these engagements and a comprehensive internal review involving executive leadership, compliance oversight, arboricultural supervision, and field operations management, we determined that we are unable to meet the ongoing performance expectations under the current implementation model without assuming disproportionate operational and financial risk. This determination was made with significant thought, careful analysis, and deliberate consideration of both contractual obligations and service integrity.

Continued participation under the present structure would create exposure for performance inefficiencies and potential service disruptions. In the interest of professionalism and responsible contract management, we believe it is prudent to formally reaffirm our request to withdraw.

United is not seeking to abandon obligations irresponsibly. Rather, we respectfully request a mutually agreeable termination for convenience, effective immediately or at the County's earliest administrative accommodation, allowing the County to engage a vendor positioned to execute under the current structure without interruption.

We further request written confirmation that this withdrawal will be processed as a voluntary termination without default designation or suspension. United remains willing to cooperate in good faith to facilitate an orderly administrative transition.

We value our relationship with Palm Beach County and remain committed to maintaining eligibility for future opportunities that align with our operational capacity and scope structure.

Please confirm receipt of this correspondence and advise regarding next steps.

Respectfully,

Annie Stone

Annie Stone
Compliance Director
United Freight Services LLC
2658 SE Willoughby Boulevard
Stuart, FL 34994
(772) 341-4467
annie@unitedfreightcorp.com

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/purchasing

SENT VIA FEDEX
Phone: (772) 341-4467
Email: annie@unitedfreightcorp.com
Vendor Code: VS*33910

March 3, 2026

United Freight Services LLC
Attention: Annie Stone
2658 SE Willoughby Boulevard
Stuart, FL 34994

RE: TERM CONTRACT #25013, TREE REMOVAL SERVICES

Dear Ms. Stone:

County staff has brought to my attention United Freight Services LLC ("United") desire to unilaterally withdraw from the above referenced contract. United's request to withdraw dated January 26, 2026, states United wants to withdraw as "we are not able to continue supporting the County under the current request structure and response expectations as they are being implemented in practice.".

Palm Beach County expects bidders to meet their contractual obligations fully and professionally. Failure to do so is a breach of contract and may result in the imposition of sanctions against your firm. It is the bidder's responsibility to respond to our solicitations in good faith, and with the understanding that they are prepared to meet all terms and conditions stated in the solicitation once they have been awarded the contract.

Palm Beach County has no desire to terminate United from the current contract, or to impose sanctions against your firm; however, if United does not provide a written response of United's intentions within ten (10) days from the date of this letter, United will be found in breach of contract, and terminated from said contract. Additionally, United may be suspended from participating in any new solicitation process or renewal with Palm Beach County for a period of up to two (2) years.

If you have any questions, please contact Kristen A. Monnett, Purchasing Manager, at kmonnett@pbc.gov.

Sincerely,

Jessica Comis

Jessica Comis
Director

c: Kristen A. Monnett, Purchasing Manager
Victoria Handy, Procurement Concierge
Countywide
File

Kristen A Monnett

From:	Anne Helfant
Sent:	Monday, March 2, 2026 1:09 PM
To:	Kristen A Monnett
Cc:	Jessica Comis H.; Irwin Jacobowitz; Nancy Volpi
Subject:	RE: FW: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT

HI Kristen,

The letter looks good. Thanks

Annie

From: Kristen A Monnett <kmonnett@pbc.gov>
Sent: Thursday, February 26, 2026 4:10 PM
To: Anne Helfant <AHelfant@pbc.gov>
Cc: Jessica Comis H. <JComis@pbc.gov>; Irwin Jacobowitz <IJacobow@pbc.gov>; Nancy Volpi <NVolpi@pbc.gov>
Subject: RE: FW: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT

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Subject: RE: FW: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT

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To: Anne Helfant <AHelfant@pbc.gov>
Cc: Jessica Comis H. <JComis@pbc.gov>; Irwin Jacobowitz <IJacobow@pbc.gov>; Nancy Volpi <NVolpi@pbc.gov>
Subject: FW: FW: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT

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See attached for your review/approval.

Let me know if you need anything else.

From: Annie <annie@unitedfreightcorp.com>
Sent: Tuesday, January 27, 2026 12:04 PM
To: Kristen A Monnett <kmonnett@pbc.gov>
Subject: Re: FW: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT

This Message Is From an External Sender
This message came from outside your organization.

Response sent earlier

On Jan 27, 2026 at 10:41 AM, <Kristen A Monnett> wrote:

Good morning,

A friendly reminder that a response is required by your company by 5 p.m. today, or your company may be terminated and suspended from the contract and face possible sanctions of being suspended for up to two (2) years from doing business with Palm Beach County.

Thank you.

Kristen A. Monnett, Purchasing Manager
Palm Beach County Purchasing
50 S Military Trail, Suite 110
West Palm Beach, FL 33415
Phone: (561) 616-6829
Fax: (561) 242-6729

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Our Mission: **"To drive a continuous improvement culture of excellence that achieves a measurably high level of public satisfaction."**

From: Kristen A Monnett
Sent: Friday, January 16, 2026 4:13 PM
To: 'annie@unitedfreightcorp.com' <annie@unitedfreightcorp.com>
Cc: Robert Chiego <RChiego@pbc.gov>
Subject: TERM CONTRACT #25013, TREE REMOVAL AS NEEDED TERM CONTRACT
Importance: High

Good afternoon,

Please see attached Vendor Performance Report (VPR) and letter for your review and response. Please fill out Part II with your corrective action plan and return by January 27, 2026. A hard copy will be sent via FedEx.

The following files were shared via Cloud Drive

PDF 25013 UNITED FREIGHT VPR.pdf 1.5MB

View Files Sharing Expires on Mar 17, 2026

Thank you.

Kristen A. Monnett, Purchasing Manager
Palm Beach County Purchasing
50 S Military Trail, Suite 110
West Palm Beach, FL 33415
Phone: (561) 616-6829
Fax: (561) 242-6729

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UNITED FREIGHT SERVICES

2658 SE Willoughby Blvd, Stuart, FL 34994
Phone: (772) 341-4467
Email: annie@unitedfreightcorp.com
Website: www.unitedfreightcorp.com

Date: January 26, 2026

Palm Beach County Purchasing Department
Attn: Kristen A. Monnett, Purchasing Manager
50 South Military Trail, Suite 110
West Palm Beach, FL 34915

RE: Notice of Withdrawal / Request for Contract Closeout
Term Contract / Purchase Order #25013
Vendor: United Freight Services LLC | Vendor Code: VS0000033910

Dear Ms. Monnett:

United Freight Services LLC ("Vendor") appreciates the opportunity to participate as a vendor for Palm Beach County under Term Contract/Purchase Order #25013 (the "Contract"). Vendor values its relationship with the County and recognizes the importance of timely responsiveness for field service requests.

After careful internal review of operational capacity and service workflow requirements, Vendor must respectfully advise that we are not able to continue supporting the County under the current request structure and response expectations as they are being implemented in practice. Due to the geographic size of the County, the volume and dispersion of locations, and the safety-driven nature of tree-related work, Vendor's resources must be deployed through a structured, schedulable routing process in order to perform consistently and responsibly.

Accordingly, Vendor hereby provides written notice of its intent to withdraw from further participation and performance under the Contract, and respectfully requests the County's written direction regarding the appropriate termination and closeout procedures.

Request for Written Closeout Direction
To ensure a smooth and orderly transition, Vendor requests confirmation in writing of the following:

1. The County's preferred effective date for contract closeout;
2. Any final documentation, forms, or administrative steps required from Vendor;
3. Identification of any open requests or pending work orders the County wishes to cancel, reassign, or formally close; and
4. Confirmation of any final points of contact for closeout coordination.

Reservation of Rights

This notice is provided in good faith and without waiver of any rights, defenses, or remedies available to Vendor under the Contract or applicable law. Nothing herein shall be interpreted as an admission of breach, default, or non-performance.

Vendor remains willing to cooperate to ensure an orderly closeout process and appreciates the County's assistance in finalizing any remaining administrative items.

Respectfully submitted,

Annie Stone

Annie Stone
Chief Compliance Director
United Freight Services
annie@unitedfreightcorp.com || 772-341-4467

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/purchasing

Form XX

January 16, 2026

Sent Via FedEx
772-341-4467
annie@unitedfreightcorp.com

United Freight Services LLC
2658 SE Willoughby Blvd
Stuart, FL 34994

RE: Term Contract #25013, Vendor Performance Report

Dear Vendor:

Enclosed, please find documentation initiated by County personnel which denotes a failure of your firm to perform within the requirements of the above referenced contract.

Your written response is required on or before January 27, 2026.

As appropriate, please provide a corrective plan of action on the attached Vendor Performance Report which will ensure that the reason for the failure to perform is not repeated.

If you have any questions, please do not hesitate to contact me at kmonnett@pbcgov.org.

Sincerely,

Jessica Comis
Jessica Comis
Purchasing Director

c: FDO
Kristen Monnett, Purchasing Manager
VS33910
File

PALM BEACH COUNTY VENDOR PERFORMANCE REPORT

Term Contract/Purchase Order # 25013

Vendor Name: United Freight Services LLC Vendor Code: VS0000033910

PART I: USER DEPARTMENT (SPECIFICS OF NON-PERFORMANCE):
Describe in detail vendor's failure(s) to perform. Attach additional page(s) if necessary.

Vendor is unable to meet the established time frame for providing a written quote and as needed service

A meeting was held with FDO on 12/8/2025 where all terms of CMA were reviewed with Vendor.

Specifically item 16. Method of Ordering & Scope of work.

Vendor was on site on 12/12 and to this date no written quote has been provided, several follow-up emails and calls were made to get a status on the quotes.

Vendor finally responded on 1/13/26 and states work would need to be completed over 9 -10 months. This in unacceptable as this is an as- needed contract.

Department: FDO - FMD/BO Authorized Signature: Hector Pazos Date: 1/15/26

PART II: VENDOR'S CORRECTIVE ACTION PLAN ADDRESSING SPECIFICS OF NON-PERFORMANCE:
Vendor's Corrective Action Plan MUST be received in the Purchasing Department on or before January 27, 2026. Attach additional page(s) if necessary.

Palm Beach County Purchasing Department, Attention: Kristen A. Monnett, Purchasing Manager, ~~Buyer~~
50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199 or Fax #:________

Authorized Signature:________ Type/Print Name:________
Contact Telephone #:________ &Title:________

PART III: USER DEPARTMENT RESPONSE TO VENDOR'S CORRECTIVE ACTION PLAN:
User Department response MUST be received in Purchasing on or before ________.

[ ] Yes, I am satisfied with the vendor's corrective action plan.

[ ] No, I am **not** satisfied with the vendor's corrective action plan. I am requesting that a meeting be scheduled with all parties to further discuss.

[ ] No, I am **not** satisfied with the vendor's corrective action plan. I am requesting a formal written directive to notify the vendor of the possibility of termination and sanctions for failure to comply with terms, conditions or specifications of said contract.

Authorized Signature / Title Date

Notice: This Vendor Performance Report is for reporting purposes only.

Copy OSBA upon receipt of each document relative to this Vendor Performance Report. Purchasing to Forward Final Report to: Vendor Resource Manager (Vendor File - VC#________

Carla Flores T.

From:	Annie <annie@unitedfreightcorp.com>
Sent:	Tuesday, January 13, 2026 3:55 PM
To:	Carla Flores T.
Cc:	Arborzenfl Isa; Info; Lynn Moore
Subject:	Re: Estimates for removal

This Message Is From an External Sender
This message came from outside your organization.

Hi Carla,

I believe Spencer has been in contact with several departments as well as visiting. We can't possibly meet an on demand 24 hour notification at this time. Unfortunately, that's an impossible timeframe for us to meet as an independent contractor when the County is requesting that we perform work for trees that are in different areas of the county. Our suggestion was, and remains, that we visit sites with problematic trees, permit the on staff arborist to make recommendations, and begin strategically performing the work on a continual basis over the next 9-10 months. In doing so, this would allow our staff to be placed locally completing the work that is needed to be done. Carla, we very much would love to be a partner with Palm Beach County, and how we can come to an agreement. While onsite, our Arborist was able to identify a plethora of work that needed to be done.

Please advise,

Annie

On Jan 13, 2026 at 3:41 PM, <Carla Flores T.> wrote:

Good afternoon Annie,

I left you a voicemail at your cell, 772-341-4467. If you could, please provide me with an update on the status of the requested quotes. As stated below, you are currently not compliant with the 24-hour turnaround time for a written quote. Since we have not heard back, we will have no choice but to proceed with a vendor performance complaint through our Purchasing Department.

Thank you,

Carla T. Flores

Procurement & Stores Manager
Palm Beach County - Facilities Development & Operations

Business Operations
2633 Vista Parkway
West Palm Beach, FL 33411
Phone: (561) 233-0743

From: Carla Flores T.
Sent: Friday, January 9, 2026 9:18 AM
To: 'Annie Stone' <annie@unitedfreightcorp.com>
Cc: 'arborzenfl.isa@gmail.com' <arborzenfl.isa@gmail.com>; 'info@unitedfreightcorp.om' <info@unitedfreightcorp.om>; Lynn Moore <LMoore@pbc.gov>
Subject: RE: Estimates for removal

Good morning,

I am following up on my previous email. We have not received a response regarding the requested service quotes. Please advise on the status or confirm if there is another contact we should be reaching out to.

A timely response is appreciated.

Thank you.

Carla T. Flores
Procurement & Stores Manager
Palm Beach County - Facilities Development & Operations
Business Operations
2633 Vista Parkway
West Palm Beach, FL 33411
Phone: (561) 233-0743

From: Carla Flores T.
Sent: Tuesday, January 6, 2026 4:10 PM
To: 'Annie Stone' <annie@unitedfreightcorp.com>
Cc: 'arborzenfl.isa@gmail.com' <arborzenfl.isa@gmail.com>
Subject: FW: Estimates for removal
Importance: High

Good afternoon Annie & Spencer,

I am following up on the request below, as we have not received a response by email or phone. Per the contract, you have 24 hours from our notification to visually inspect the requested service area, and then another 24 hours to provide an itemized quote. Could you please advise on the status of the quotes for the locations inspected on 12/12/2025?

Successful bidder shall, within twenty-four (24) hours of notification by the C the County representative where work shall be performed. At such time, trees following paragraph) and marked. A written quote with an itemized breakdo within twenty-four (24) hours of visual inspection.

Thank you,

Carla T. Flores

Procurement & Stores Manager
Palm Beach County - Facilities Development & Operations
Business Operations
2633 Vista Parkway
West Palm Beach, FL 33411
Phone: (561) 233-0743

From: Lynn Moore <LMoore@pbc.gov>
Sent: Friday, December 19, 2025 11:28 AM
To: arborzenfl.isa@gmail.com
Cc: Annie <annie@unitedfreightcorp.com>; Carla Flores T. <CTFlores@pbc.gov>
Subject: Estimates for removal

Good morning,

Spencer, please provide the estimates for the tree removal for the following locations that we inspected on 12/12/25.

1. PBSO 7, 17901 State Road 7, Boca Raton.
2. Wellington Library, 1951 Royal Fern Drive, Wellington.
3. Palm Tran South, 100 N Congress Ave., Delray Beach.

Lynn Moore
Facilities Contract Evaluator
South and West Regions
Office: 561-276-1354 (S)
Office: 561-992-1288 (W)
Cell: 561-906-7753
Email: lmoore@pbc.gov

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Tree removal meeting sign in sheet.

December 8th, 2025.

- Print name. Spencer Ursiny
- Signature.

- Print name. Ray Ursiny
- Signature.

- Print name. CARLOS RAMOS
- Signature.

- Print name. Lynn Moore
- Signature.

- Print name. Tom Averhart
- Signature.

Meeting Agenda for CMA 25013 Tree Removal.

Location: 2633 Vista Parkway WPB.

Time: 1:00pm

1. Introduction – PBC staff.
2. Vendor / purchasing portal - correct contact information.
3. CMA review.
4. Questions.

Notes:

Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

Inter-Office Memorandum

DATE: April 27, 2026

TO: Tracy Ellison, Deputy County Administrator
County Administration

FROM: Jessica Comis, Purchasing Director
Procurement Department

RE: Request to Terminate Contract No. 22071RC, Sulfuric Acid 93% Solution – Shrieve Chemical Company, LLC

BACKGROUND

The purpose of this Memorandum is to request County Administration's review and approval to terminate the following Contract No. 22071RC, Sulfuric Acid 93% Solution, which is managed by Water Utilities. Pursuant to PPM # CW-L-008, specifically Section II. D. 6, it states, The Procurement Director may "terminate non-construction contracts, including exempt contracts, of any amount in accordance with the terms and conditions of the contract and in consultation with the County Attorney's Office ("CAO"), with the County Administration review and approval...". Please review and approve the following termination of contract request.

SUMMARY

1. Contract No. 22071R for Sulfuric Acid 93% Solution was established in 2022 with a start date of October 18, 2022, through October 17, 2023. The County has exercised three (3) twelve (12) month renewal options. The current term Contract No. 22071RC was renewed October 18, 2025 through October 17, 2026.

2. The contract was awarded on a primary basis:
   a. Shrieve Chemical Company, LLC was awarded the primary vendor. The total contract value is $3,100,000.00.

3. On April 21, 2026, Shrieve Chemical Company LLC requested to withdraw from the contract due to inflation, raw materials costs, supply issues, and numerous price increases making it impossible to fulfill orders without additional costs.

Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

4. The County has decided to terminate the contract for convenience, in accordance with Article #5F. The County Attorney's Office has reviewed and approved the termination letter

5. Once the termination is approved, an emergency contract will be processed in the interim until a new solicitation process can be completed.

CONCLUSION

The County is requesting termination of the contract, and per #5, there will be no disruption to services.

Thank you for your review and consideration.

Approved,

Tracy Ellison
Deputy County Administrator

Enclosed:
Termination Letter # 22071RC – 04/21/26
CAO email approval – 04/21/26
Vendor email withdrawal – 04/21/26
Argus Analysis – 03/24/26

Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

April 27, 2026

VS*12231
cburns@shrieve.com
(407) 927-5544

Shrieve Chemical Company, LLC
Chris Burns, Marketing Director-Southeast
1442 Lake Front Circle, Suite 500
The Woodlands, TX 77380

RE: Term Contract #22071RC
Sulfuric Acid 93% Solution, Bulk Delivery, Purchase of, Term Contract

Dear Mr. Burns:

I am in receipt of your correspondence dated April 21, 2026, where you request to withdraw from the above referenced contract based on inflation, raw material costs, supply issues, and numerous price increases making it impossible to fulfill orders without losing money.

Please be advised that when you provide an offer to the County, which is accepted by the County, a binding contract is created. The County expects vendors to meet their contractual obligations fully and professionally. Failure to do so is a breach of contract and may result in termination of contract and the imposition of sanctions against your firm from doing future business with the County for a period of up to two (2) years. It is the vendor's responsibility to understand and be prepared to meet all terms and conditions as stated in the solicitation, once they have been awarded the contract.

With that said, I will allow you to withdraw from the above referenced contract and we will not pursue sanctions against your firm based on the facts presented. Accordingly, the above referenced contract is terminated immediately. Please note this is an exception to our policy and any future failures to meet contractual obligations may result in sanctions being imposed against your firm.

Sincerely,

Jessica Comis

Jessica Comis
Director

c: Kristen A. Monnett, Procurement Manager
Victoria Handy, Procurement Concierge
Zulma Gasca, Procurement Compliance Manager
Water Utilities
File

INTER-OFFICE COMMUNICATION
PALM BEACH COUNTY

DATE: April 21, 2026

TO: Jessica Comis, Director
Procurement Department

FROM: Kristen A. Monnett, Procurement Manager
Procurement Department

RE: Termination Letter: Contract No. 22071RC, Sulfuric Acid 93% Solution – Shrieve Chemical Company, LLC

==

Contract No. 22071RC for sulfuric acid 93% solution was established in 2022, with a start date of October 18, 2022 through October 17, 2023 with a contract value of $2,783,000. The term contract was renewed October 18, 2023 through October 17, 2024 with a contract value of $2,783,000. The term contract was renewed October 18, 2024 through October 17, 2025 with a contract value of $2,783,000. The term contract was renewed October 18, 2025 through October 17, 2026 with a contract value of $3,100,000.

Shrieve Chemical Company, LLC requested to withdraw from the contract on April 21, 2026 due to inflation, raw materials costs, supply issues, and numerous price increases making it impossible to fulfill orders without losing money.

The County Attorney's office has reviewed and approved the termination letter, in accordance with Article #5.f., "Termination for Convenience".

As a result, an emergency contract will be processed in the interim until a new solicitation process can be completed.

Please feel free to contact me for any additional information regarding this termination.

Kristen A Monnett

From: Anne Helfant
Sent: Tuesday, April 21, 2026 1:21 PM
To: Kristen A Monnett
Cc: Nancy Volpi; Jessica Comis H.
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Hi Kristen,

Overall the letter looks really good. My only comment is in the 2nd paragraph, 2nd line, capitalize the "c" in "county".

Annie

From: Kristen A Monnett <kmonnett@pbc.gov>
Sent: Tuesday, April 21, 2026 12:30 PM
To: Anne Helfant <AHelfant@pbc.gov>
Cc: Nancy Volpi <NVolpi@pbc.gov>; Jessica Comis H. <JComis@pbc.gov>
Subject: FW: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company
Importance: High

Hi Annie,

I know how busy you are, but we need to fast track this one.

Let me know your thoughts or if you need anything else.

The following files were shared via Cloud Drive	
22071R.VV.docx	820.2KB
View Files	Sharing Expires on Jun 20, 2026

From: Chris Burns <cburns@shrieve.com>
Sent: Tuesday, April 21, 2026 11:39 AM
To: Jessica Comis H. <JComis@pbc.gov>
Cc: Irwin Jacobowitz <IJacobow@pbc.gov>; Kristen A Monnett <kmonnett@pbc.gov>; Chris Burns <cburns@shrieve.com>; Justin Schultze <jschultze@shrieve.com>; Ted Threadgill <tthreadgill@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Kristen A Monnett

From: Kristen A Monnett
Sent: Tuesday, April 21, 2026 12:30 PM
To: Anne Helfant
Cc: Nancy Volpi; Jessica Comis H.
Subject: FW: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company
Attachments: Argus_Middle East Conflict_Assessment of Impacts on Commodity Markets.pdf; 22071R-MB SOLICITATION.pdf

Importance: High

Hi Annie,

I know how busy you are, but we need to fast track this one.

Let me know your thoughts or if you need anything else.

The following files were shared via Cloud Drive	
22071R.VV.docx	820.2KB
View Files	Sharing Expires on Jun 20, 2026

From: Chris Burns <cburns@shrieve.com>
Sent: Tuesday, April 21, 2026 11:39 AM
To: Jessica Comis H. <JComis@pbc.gov>
Cc: Irwin Jacobowitz <IJacobow@pbc.gov>; Kristen A Monnett <kmonnett@pbc.gov>; Chris Burns <cburns@shrieve.com>; Justin Schultze <jschultze@shrieve.com>; Ted Threadgill <tthreadgill@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Good morning Jessica and Kristen,

Per my conversation with Kristen, we are formally requesting to be released from the below contract:

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
IFB #22-071R/MB

Kristen A Monnett

From:	Chris Burns <cburns@shrieve.com>
Sent:	Tuesday, April 21, 2026 11:39 AM
To:	Jessica Comis H.
Cc:	Irwin Jacobowitz; Kristen A Monnett; Chris Burns; Justin Schultze; Ted Threadgill
Subject:	RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company
Attachments:	Argus_Middle East Conflict_Assessment of Impacts on Commodity Markets.pdf; 22071R-MB SOLICITATION.pdf

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This Message Is From an External Sender

This message came from outside your organization.

Good morning Jessica and Kristen,

Per my conversation with Kristen, we are formally requesting to be released from the below contract:

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
IFB #22-071R/MB
SULFURIC ACID 93% SOLUTION, BULK DELIVERY, PURCHASE OF, TERM CONTRACT
(RE-BID)

Shrieve Chemical Company is formally submitting this request due to the totally unanticipated geopolitical issues that have greatly impacted all refinery downstream derivatives including elemental sulfur (raw material used to produce sulfuric acid) and diesel. Most notably due to the conflict in Iran half of the seaborn trade of elemental sulfur is stuck and unable to move. As noted in the thread below, at the time of bid elemental sulfur was at $310.00 and on April 3rd Q2 2026 settled at a record high of $655.00. Additional data is included below and attached and I'm happy to provide more information if needed. Per my conversation with Kristen, we would like this action to be fast tracked.

Please reach out anytime with questions.

Thank you,

Chris Burns
Marketing Director-Southeast
cburns@shrieve.com
Shrieve Chemical |1442 Lake Front Circle Suite 500 |The Woodlands, TX 77380 | www.Shrieve.com [shrieve.com]
(O) 281.367.4226 | (M) 407.927.5544

From: Jessica Comis H. <JComis@pbc.gov>
Sent: Saturday, April 18, 2026 9:10 AM
To: Chris Burns <cburns@shrieve.com>
Cc: Irwin Jacobowitz <IJacobow@pbc.gov>; Kristen A Monnett <kmonnett@pbc.gov>
Subject: FW: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Good morning Chris,

Unfortunately, the contract does not allow adjustments in price. So the only question that may need to be answered, is will you be requesting to be released from the contract?

We appreciate you reaching out to PBC and will continue to monitor this matter.

Thank you,

Jessica Comis
Procurement Director
Palm Beach County Procurement Department
PALM BEACH COUNTY
Discover the Palm Beaches... the Best of Everything
50 S. Military Trail, Suite 110
West Palm Beach, FL 33415-3199
Email: jcomis@pbc.gov
Phone: (561) 616 - 6834 | Mobile: (728) 236-5128
Procurement Department Website:
http://discover.pbcgov.org/procurement

From: Chris Burns <cburns@shrieve.com>
Sent: Wednesday, April 15, 2026 3:58 PM
To: Jessica Comis H. <JComis@pbc.gov>
Cc: Chris Burns <cburns@shrieve.com>
Subject: FW: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Hi Jessica,

Thank you for taking my call today!

Per our conversation due to the conflict initially in Ukraine and now in Iran we are being directly impacted due to the substantial increase in the raw material used to produce sulfuric acid – elemental sulfur. If you review the email thread below, you will see I've proposed an option for a 'sulfur surcharge' that would allow us to move our price up AND down. While this has been the solution with other municipal customers, we are happy to discuss any path forward you and your team may suggest that would allow us to eliminate the losses that we have incurred and that will be even greater beginning May 1st. The last attachment shows 1 year ago sulfur was at $270.00 and on 4/3 settled at $655.00 (record high).

Please feel free to reach out anytime if you have questions about anything in the correspondence below. Thank you again for taking my call, and I look forward to discussing.

Regards,

Chris Burns
Marketing Director-Southeast
cburns@shrieve.com
Shrieve Chemical |1442 Lake Front Circle Suite 500 |The Woodlands, TX 77380 | www.Shrieve.com [shrieve.com]

(O) 281.367.4226 | (M) 407.927.5544

From: Chris Burns <cburns@shrieve.com>
Sent: Monday, March 23, 2026 11:07 AM
To: Jonathan Washington <JWashington@pbc.gov>
Cc: Justin Schultze <jschultze@shrieve.com>; Chris Burns <cburns@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Good morning Jonathan,

I hope you had a great weekend.

Just a quick follow up I wanted to share the Argus report which is a publication for our industry. Specifically on page 8 which discusses sulfur.

Thank you,

Chris Burns
Marketing Director-Southeast
cburns@shrieve.com
Shrieve Chemical |1442 Lake Front Circle Suite 500 |The Woodlands, TX 77380 | www.Shrieve.com [shrieve.com]
(O) 281.367.4226 | (M) 407.927.5544

From: Chris Burns <cburns@shrieve.com>
Sent: Friday, March 20, 2026 2:12 PM
To: Jonathan Washington <JWashington@pbc.gov>
Cc: Justin Schultze <jschultze@shrieve.com>; Chris Burns <cburns@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Hi Jonathan,

Thank you for taking the time to meet with me today. Per our discussion, please let me know what date(s) will work for you and your team for me to spend no more than half an hour to help explain how both wars we are currently in is directly affecting our business/costs. Attached is the sulfur chart I shared with you today (the April 2026 value is a projection, but would be the highest price in history). Approximately half the world's seaborne trade (sulfur) originates from the middle east which is under attack daily.

Per our discussion we want to continue to do a good job for you with supply as we have for many years and through multiple hurricanes. Please see dates below that I am available:

- 3/23-3/25
- 4/2-4/3
- 4/6
- 4/10

Please let me know at your earliest convenience what date works best.

Thank you!

Chris Burns
Marketing Director-Southeast
cburns@shrieve.com

Shrieve Chemical |1442 Lake Front Circle Suite 500 |The Woodlands, TX 77380 | www.Shrieve.com [shrieve.com]
(O) 281.367.4226 | (M) 407.927.5544

From: Jonathan Washington <JWashington@pbc.gov>
Sent: Wednesday, February 25, 2026 11:34 AM
To: Chris Burns <cburns@shrieve.com>
Cc: Justin Schultze <jschultze@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Hey Chris,

Please see attached.

Best Regards,

J Washington, Senior Buyer
Palm Beach County Purchasing Department
PALM BEACH COUNTY
Discover the Palm Beaches... the Best of Everything
50 S. Military Trail, Suite 110
West Palm Beach, FL 33415-3199
PHONE: 561-616-6823
FAX: 561-242-6843
jwashington@pbc.gov
Purchasing Department Website:
http://discover.pbcgov.org/purchasing

From: Chris Burns <cburns@shrieve.com>
Sent: Monday, February 23, 2026 5:01 PM
To: Jonathan Washington <JWashington@pbc.gov>
Cc: Justin Schultze <jschultze@shrieve.com>; Chris Burns <cburns@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Hi J,

Can you please let me know when would be a good time for us to connect this week?

Thank you,

Chris Burns
Marketing Director-Southeast
cburns@shrieve.com
Shrieve Chemical |1442 Lake Front Circle Suite 500 |The Woodlands, TX 77380 | www.Shrieve.com [shrieve.com]
(O) 281.367.4226 | (M) 407.927.5544

From: Chris Burns <cburns@shrieve.com>
Sent: Tuesday, February 17, 2026 10:53 AM
To: Jonathan Washington <JWashington@pbc.gov>
Cc: Justin Schultze <jschultze@shrieve.com>; Chris Burns <cburns@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Hi J,

I hope all is well with you. Just following up on my voicemail. Can you please call me when you have a chance today so we can follow up on our discussion?

Thank you!

Chris Burns
Marketing Director-Southeast
cburns@shrieve.com
Shrieve Chemical | 1442 Lake Front Circle Suite 500 |The Woodlands, TX 77380 | www.Shrieve.com [shrieve.com]
(O) 281.367.4226 | (M) 407.927.5544

From: Chris Burns <cburns@shrieve.com>
Sent: Monday, February 9, 2026 8:30 AM
To: Jonathan Washington <JWashington@pbc.gov>
Cc: Justin Schultze <jschultze@shrieve.com>; Chris Burns <cburns@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Hi J,

Thank you for taking the time to connect Friday. Per our conversation we would like to explore the option of amending our sulfuric acid supply agreement. As I mentioned we've had *many* municipal customers who have agreed to amend our contract. We've implemented 'sulfur surcharges', quarterly price changes, or simply have had short term price increases for the quarter with the agreement to revisit next quarter. We would be open to any of these, and I'm happy to share examples if that will help. In addition, I would also welcome the opportunity for a brief meeting with Mr Jacobowitz to explain the unprecedented market changes we've experienced in the recent past.

I will be in the office this afternoon, please call me once you've had a chance to discuss this morning.

Thank you,

Chris Burns
Marketing Director-Southeast
cburns@shrieve.com
Shrieve Chemical | 1442 Lake Front Circle Suite 500 |The Woodlands, TX 77380 | www.Shrieve.com [shrieve.com]
(O) 281.367.4226 | (M) 407.927.5544

From: Jonathan Washington <JWashington@pbc.gov>
Sent: Wednesday, January 28, 2026 12:19 PM
To: Chris Burns <cburns@shrieve.com>
Cc: Justin Schultze <jschultze@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Good Afternoon Chris,

Thank you for the detailed information and for taking the time to walk us through the current sulfur market conditions. We appreciate the transparency you've provided regarding the global factors impacting elemental sulfur pricing and understand the challenges this volatility presents.

After further discussion with management and review of the current contract, we have determined that the agreement does not include provisions that allow for pricing adjustments, escalation mechanisms, or index-based surcharges during the contract term. As a result, we are unable to implement a sulfur surcharge or otherwise modify pricing outside of what is expressly permitted under the existing contract.

Given these constraints, any consideration of alternative pricing structures or adjustment mechanisms would need to be addressed through a future competitive solicitation, where pricing options and escalation language can be clearly defined and evaluated in accordance with procurement requirements.

We value our relationship with Shrieve Chemical and appreciate your willingness to collaborate and share market data. Should a new solicitation be issued in the future, we welcome your participation and encourage you to include any pricing options or index-based methodologies you feel would be appropriate under those circumstances.

Please feel free to reach out if you have any questions or would like to discuss this further. Thank you again for the information and your continued partnership.

Best Regards,

J Washington, Senior Buyer
Palm Beach County Purchasing Department
PALM BEACH COUNTY
Discover the Palm Beaches...
the Best of Everything
50 S. Military Trail, Suite 110
West Palm Beach, FL 33415-3199
PHONE: 561-616-6823
FAX: 561-242-6843
jwashington@pbc.gov
Purchasing Department Website:
http://discover.pbcgov.org/purchasing

From: Chris Burns <cburns@shrieve.com>
Sent: Tuesday, January 27, 2026 3:05 PM
To: Jonathan Washington <JWashington@pbc.gov>
Cc: Justin Schultze <jschultze@shrieve.com>; Chris Burns <cburns@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Good afternoon J,

We learned this afternoon that Q1 sulfur settled at $495.69, up from $310.00. Please see updated proposed 'sulfur surcharge' below:

$495.69 (Q1 2026 sulfur) - $352.00 (Q3 2022 sulfur at time of bid) = $143.69 (sulfur increase)
$143.69 x .33 = $47.42/ton or $.36/gallon (sulfur surcharge)

$2.13/gallon (current price) + $.36/gallon (sulfur surcharge) = $2.49/gallon – effective 2/1/26 (sulfur surcharge would be adjusted quarterly).

Please call me at your earliest convenience for a follow up discussion.

Thank you,

Chris Burns
Marketing Director-Southeast
cburns@shrieve.com
Shrieve Chemical |1442 Lake Front Circle Suite 500 |The Woodlands, TX 77380 | www.Shrieve.com [shrieve.com]
(O) 281.367.4226 | (M) 407.927.5544

From: Chris Burns <cburns@shrieve.com>
Sent: Thursday, January 22, 2026 3:49 PM
To: Jonathan Washington <JWashington@pbc.gov>
Cc: Justin Schultze <jschultze@shrieve.com>; Chris Burns <cburns@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Hi J,

Following up on our conversation yesterday and my voicemail today, please call me at your earliest convenience.

Thank you,

Chris Burns
Marketing Director-Southeast
cburns@shrieve.com
Shrieve Chemical |1442 Lake Front Circle Suite 500 |The Woodlands, TX 77380 | www.Shrieve.com [shrieve.com]
(O) 281.367.4226 | (M) 407.927.5544

From: Chris Burns <cburns@shrieve.com>
Sent: Tuesday, January 20, 2026 11:54 AM
To: Jonathan Washington <JWashington@pbc.gov>
Cc: Justin Schultze <jschultze@shrieve.com>; Chris Burns <cburns@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Good morning J,

Per my voice mail from this morning can you please call me when you have a chance today – thank you!

Regards,

Chris Burns
Marketing Director-Southeast
cburns@shrieve.com
Shrieve Chemical |1442 Lake Front Circle Suite 500 |The Woodlands, TX 77380 | www.Shrieve.com [shrieve.com]
(O) 281.367.4226 | (M) 407.927.5544

From: Chris Burns <cburns@shrieve.com>
Sent: Friday, January 16, 2026 11:26 AM
To: Jonathan Washington <JWashington@pbc.gov>
Cc: Justin Schultze <jschultze@shrieve.com>; Chris Burns <cburns@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Hi J,

Just following up on my voicemail from today. Please call me when you have a minute today to follow up as we only have a couple of weeks until 2/1.

Thank you,

Chris Burns
Marketing Director-Southeast
cburns@shrieve.com
Shrieve Chemical |1442 Lake Front Circle Suite 500 |The Woodlands, TX 77380 | www.Shrieve.com [shrieve.com]
(O) 281.367.4226 | (M) 407.927.5544

From: Chris Burns <cburns@shrieve.com>
Sent: Thursday, January 15, 2026 1:33 PM
To: Jonathan Washington <JWashington@pbc.gov>
Cc: Justin Schultze <jschultze@shrieve.com>; Chris Burns <cburns@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Good afternoon J,

I hope your week is going well!

Let you a voicemail earlier and wanted to follow up on our conversation from Friday. Can you please call me when you have a moment today?

Thank you,

Chris Burns
Marketing Director-Southeast
cburns@shrieve.com
Shrieve Chemical |1442 Lake Front Circle Suite 500 |The Woodlands, TX 77380 | www.Shrieve.com [shrieve.com]
(O) 281.367.4226 | (M) 407.927.5544

From: Chris Burns <cburns@shrieve.com>
Sent: Tuesday, January 6, 2026 3:32 PM
To: Jonathan Washington <JWashington@pbc.gov>
Cc: Justin Schultze <jschultze@shrieve.com>; Chris Burns <cburns@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Good afternoon J,

HNY!

Following up on my voicemail from today, can you please call me when you have a chance?

Thank you,

Chris Burns
Marketing Director-Southeast

cburns@shrieve.com
Shrieve Chemical |1442 Lake Front Circle Suite 500 |The Woodlands, TX 77380 | www.Shrieve.com [shrieve.com]
(O) 281.367.4226 | (M) 407.927.5544

From: Chris Burns <cburns@shrieve.com>
Sent: Monday, December 22, 2025 2:24 PM
To: Jonathan Washington <JWashington@pbc.gov>
Cc: Justin Schultze <jschultze@shrieve.com>; Chris Burns <cburns@shrieve.com>
Subject: RE: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Hi J,

I hope all is well with you!

Just following up on my VM from last week. Please call me when you have a chance today or tomorrow.

Thank you,

Chris Burns
Marketing Director-Southeast
cburns@shrieve.com
Shrieve Chemical |1442 Lake Front Circle Suite 500 |The Woodlands, TX 77380 | www.Shrieve.com [shrieve.com]
(O) 281.367.4226 | (M) 407.927.5544

From: Chris Burns <cburns@shrieve.com>
Sent: Thursday, December 11, 2025 6:53 AM
To: Jonathan Washington <JWashington@pbc.gov>
Cc: Chris Burns <cburns@shrieve.com>; Justin Schultze <jschultze@shrieve.com>
Subject: SULFURIC ACID 93% SOLUTION, BULK DELIVERY - Palm Beach County/Shrieve Chemical Company

Hi J,

Thank you for taking the time to meet with me last week! Per our conversation over the last couple of months we have seen a significant and unprecedented increase in the raw material used to produce sulfuric acid – elemental sulfur. At the time of bid submission elemental sulfur settled at $352.00 (attached) and Q4 2025 sulfur settled at $310.00 (attached). Although we are waiting for Q1 2026 settlement sulfur is currently trading in the $490.00-$500.00 range.

There are several factors that are driving prices higher as of late primarily international purchases made by Russia, Indonesia, and China. Russia's purchases of elemental sulfur are unprecedented and as you can imagine are due to the geopolitical tensions in that region. Traditionally a net exporter, Russia has announced a ban on sulfur exports. Indonesia's purchases are for their nickel smelting operations and are UP 1.2 MM tons through the first 8 months of the year compared to last year. China has followed suit purchasing to ensure inventories stay at a satisfactory level for fertilizer production/food security. Please see the below notes from industry publications highlighting some of these points:

12/3/25 – Acuity
This week's US Gulf Coast assessment is $480-490/t FOB on a notional basis while repeated business in Brazil would imply netbacks into the low $490s/t FOB
11/28/25 – Green Markets

US Gulf:
US Gulf sulfur continued at $475-$480/mt FOB, with no new trades reported.
11/12/25 – Acuity
Availability for export from the US Gulf Coast remains thin while delivered pricing in key markets served, namely Brazil, continues to move up. This week's Brazil assessment would **imply netbacks on a US Gulf Coast basis in the $450-465/t FOB range** considering average spot freight for the trade route. However, price ideas heard from suppliers were not heard as high as this, but closer in the $420-440/t FOB range. In absence of any firm offers or bids heard, **we have moved the price notionally to $420-430/t FOB to reflect ongoing firmer market sentiment.**
11/12/25 – Acuity
The **Chinese** domestic market was very active this week as local consumers replenished stocks. Last week, sales were still closing at the equivalent of $420s/t CFR, but this week end-users at river ports bought significant volumes—100,000t last Friday—pushing domestic levels to above $460/t CFR equivalent. China has now caught up with global prices, though it is not leading them.
11/5/25 – Acuity
Our US Gulf Coast spot assessment has been moved notionally higher to $410-420/t FOB based on achievable pricing in Brazil, the largest outlet for regional exports. As we have been discussing in recent issues, export availability is thin at present, resulting in no price discovery. However, with pricing of at least $440/t CFR Brazil achievable and price ideas climbing, regional suppliers said price ideas at present are up to $420/t FOB
11/5/25 – Acuity
In **Russia,** the government has announced a ban on sulfur exports through the end of 2025 to stabilize domestic raw material supplies for fertilizer production and safeguard food security. The measure, which covers molten, granular, and crushed lump sulfur, excludes certain Eurasian Economic Union (EAEU) countries such as Abkhazia. We believe the restriction could extend beyond December 31, **as there continues to be many drone attacks on Russian refineries and chemical plants**
10/15/25 - Acuity
Price support this week was seen with ongoing firm demand in Indonesia, including Lygend floating a tender for 4Q delivery and another buyer seeking annual volume for next year via tender. The plethora of demand seen in Indonesia this year has been a firm outlet for Middle East supply, which has reduced dependency on China. **Indonesia's sulphur imports were up close to 1.2m t during the first eight months of this year compared with the prior-year period,** with a supply increase of 1m t seen cumulatively from Saudi Arabia, Qatar, and Kuwait.

As discussed, we would like to implement a 'sulfur surcharge' that will allow us to move our price up OR down with sulfur on a quarterly basis for the balance of our agreement. Sulfur settles the first month of each quarter which means our price changes would become effective the first day of the second month of each calendar quarter (February, May, August, and November 1st). We have this arrangement with many municipalities. While this will result in a price increase in the short term, it will also allow you to participate when prices move down allowing savings during that time.

Below is an example of the language we have with other municipalities:

Price adjustments shall be allowed to the Sulfuric Acid unit price in the form of a Sulfur Surcharge and shall be based on the quarterly change (up or down) to the Green Markets Tampa Contract Sulfur Posted Average. For each $1.00 change, sulfuric acid unit price shall be increased or decreased by $0.30.

Each ton of sulfur produces 3 tons of sulfuric acid, so for each $1.00 change in the Green Markets Tampa sulfur contract posting (up OR down), we would move the price $.33. As of today, it APPEARS that Q1 2026 sulfur may settle somewhere in the $500.00 range. Per my note above sulfur will settle sometime in January. If it were to settle at $500.00 and for clarity's sake, please see the example below to show how a 'sulfur surcharge' would work:

$500.00 (Q1 2026 sulfur - *hypothetically*) - $352.00 (Q3 2022 sulfur) = $148.00 (sulfur increase)

$148.00 x .33 = $48.84/ton or $.37/gallon (sulfur surcharge)

$2.13/gallon (current price) + $.37/gallon (sulfur surcharge) = $2.50/gallon – effective 2/1/26 (sulfur surcharge would be adjusted quarterly).

Please let me know if you have questions or need clarity on any of the information that I have provided. I'm happy to share publications, etc as needed. We greatly appreciate your consideration in working with us during this challenging time. I will give you a follow up call to discuss.

Thank you,

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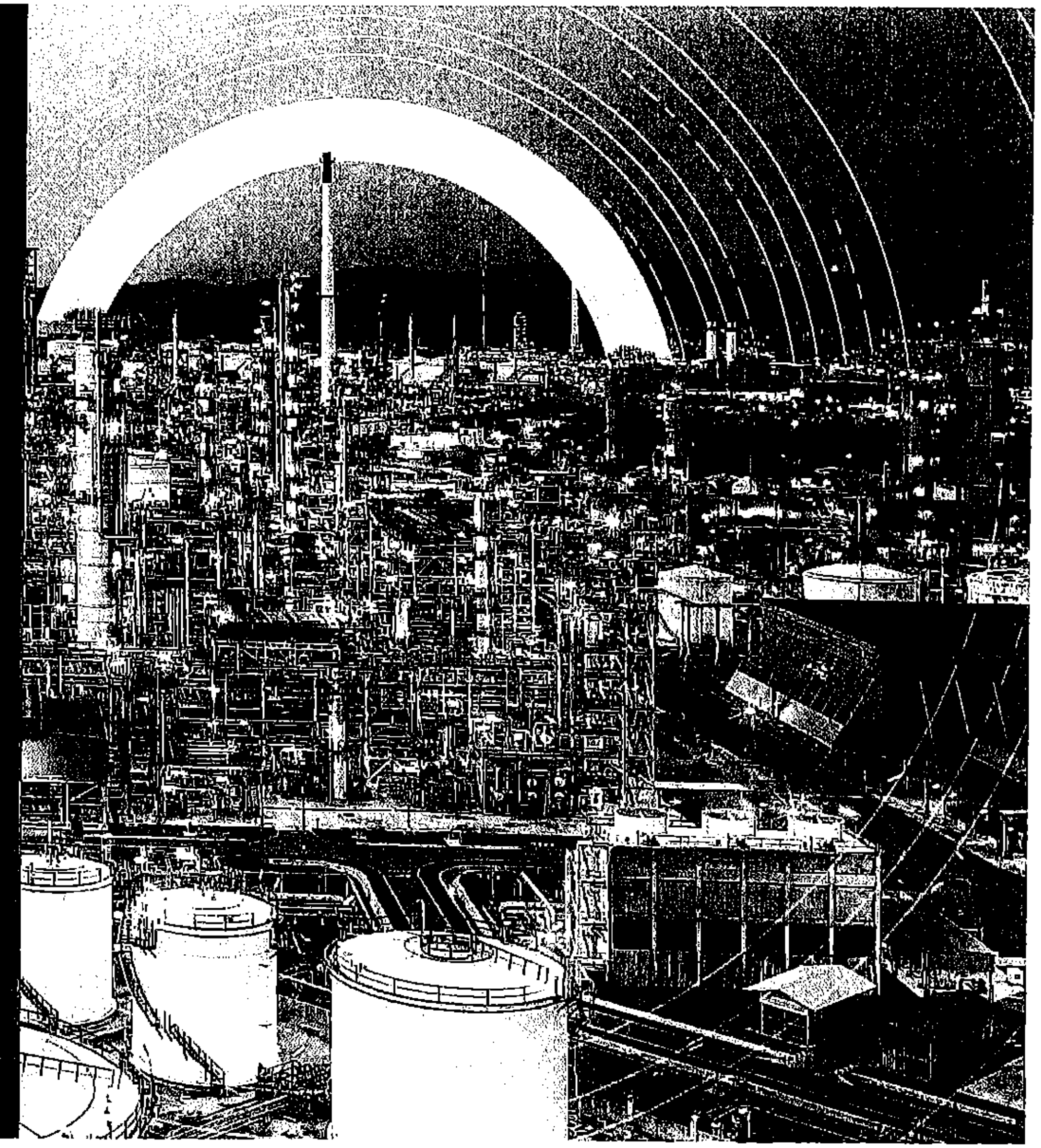
Argus Analytics:

A x-commodity assessment of the Middle East conflict

04 March 2026

illuminating the markets®



Foreword

The conflict in the Middle East has been running for just under a week at the time of writing. Aside from the immense toll it is exacting on those living in the region, commodity markets have experienced high volatility while with first-order economic impacts from the Middle East crisis have centred on increases in energy prices & freight costs. During the first six days crude tanker freight rates increased by between 35% and 115%. Though less steep, gains for energy commodity prices have been significant for Brent crude futures (+15%), gasoil futures (+40%), European FOB jet fuel (+50%) and TTF natural gas futures (+60%).

Given that we are only six days into the crisis, long-term assessments on the structural implications for the global economy will require more time and more clarity on outcomes to be useful. Clearly though, the economies of Iran and the broader Middle East region face substantial infrastructural damage and adverse balance of trade impacts, being unable to capture revenue from elevated energy prices while routes to market remain impeded. However, as the broader Middle East region accounts for only 3% of nominal world GDP, the transmission into global GDP growth may therefore be limited. Any prolonged energy price shock is likely to have the greatest adverse effect on highly import-dependent, high-debt emerging market economies, notably those already confronting elevated inflation levels. Negative impacts would flow not only from sustained high prices but also the potential for a strengthening US dollar. As a significant commodity importer from the Middle East, China's heavily export-oriented manufacturing sector would also appear very susceptible to elevated freight costs, longer delivery lead times and higher raw material import costs. A fragile European manufacturing sector, already undermined by the after-effects of the war in Ukraine, will again confront elevated natural gas prices which, if sustained, are likely to drive regional electric power prices higher also. In contrast, given access to comparatively cheap local energy supplies, the US economy will be less affected by inflationary pressures directly attributable to the war in the Gulf, even if tariff-related inflation may be more apparent in 2026 than it was in 2025.

And so, despite fervent speculation, media coverage and government briefings, there remains no clear path to peace and no credible estimate as to how long the conflict will continue. In the face of this uncertainty, Argus's Analytics division has produced this report to support our clients to understand the potential implications of the conflict on the commodities most important to them. In it, we explore the implications for each commodity under three scenarios that consider a cessation of fighting within i) one month; ii) 3 months; or iii) 6 months.

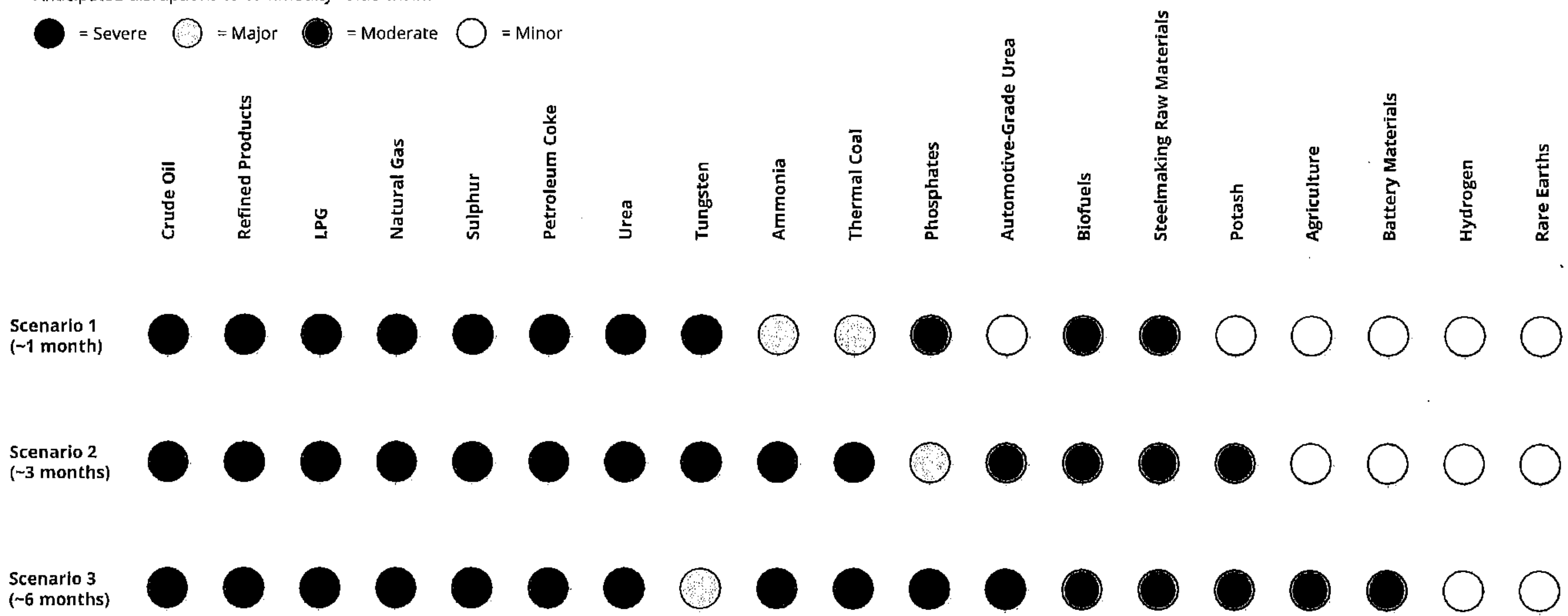
Looking at the summary graphic on the next page, and in reading the analysts' views over the subsequent 18 slides, it is evident that there is a very wide range of implications, with, predictably, those commodities that have strong connections to oil and gas being the most materially impacted; while those more closely linked to the energy transition seeing less dramatic consequences.

The most salient "so what" from this thought exercise, for me at least, is that the consequences of a conflict lasting for months rather than weeks are almost too significant to contemplate. As the politicians negotiate for peace and the armed forces exert their power, it might well be the economic imperative for peace that brings this conflict to an end sooner rather than later.

*- **Simon Morris**, Argus's Head of Analytics -*

Summary of implications by scenario

Anticipated disruptions to commodity value chains:



Source: *Argus Crude Outlook Service*
Contact: *Martha.Tallas@argusmedia.com*

Crude oil

Crude transiting the Strait of Hormuz averaged close to 14mn b/d in 2025, almost a third of global seaborne crude exports. Iran's effective blockade of the waterway would be a major disruptor to the global oil market, and whilst almost 90pc of this crude flows east of Suez, global crude markets – particularly medium and heavy sour crude grades – will be heavily impacted as long as vessel transits remain obstructed.

1 Impact: Severe

Several incremental sources of supply could offset the loss through the Strait of Hormuz. Saudi Arabia's East-West pipeline optimistically has 3mn b/d of spare capacity, but would mean routing crude to the Red Sea, which is also facing disruption from the Houthi rebels in Yemen. UAE's 1.5mn b/d Habshan-Fujairah pipeline has around 500,000 b/d of spare capacity but Fujairah has also come under attack. Elsewhere, up to 1.5mn b/d of Russian crude sanctioned by the US could return to market, with India signalling some intent to resume buying Urals. SPR releases could also start to help ease market tightness, with the US, other OECD and China all capable of drawing down from sizable stocks. Nevertheless, the global oil market would remain short. Prices would have to rise to close to $100/bl to destroy enough demand to clear the market – similar to the price spike in June 2022 amid the Russia-Ukraine conflict.

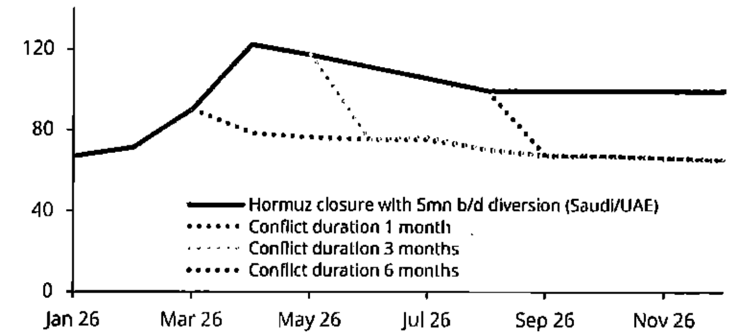
2 Impact: Severe

With prices having risen strongly, some additional non-Opec crude production comes to market. US shale production growth slowed last year, with WTI prices falling below the breakeven price for some operators. With $100+/bl prices, extra US shale growth is incentivised compared with a slight decline for US shale oil in scenario 1. Relatively short lead-times of 6-8 months for US shale would lead to an increase in production from 3Q26 onwards. Meanwhile, growth in Brazil, Guyana and Canada will help balance the market.

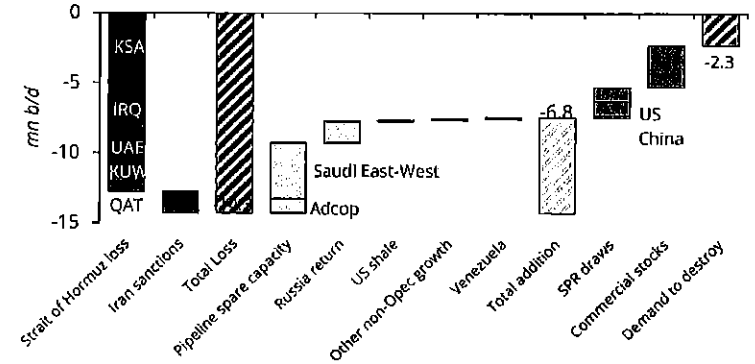
3 Impact: Severe

Crude prices will remain entrenched at ~$100/bl, triggering a significant supply response from the US shale oil sector. These prices also prove sufficient to incentivise more US and western companies to ramp up activities or enter Venezuela with the potential to increase production there by 300-500k b/d by the end of 2026. Further demand destruction due to elevated prices will play a crucial role in balancing the market.

Crude oil price scenarios



1-month scenario supply/demand response



Source: *Argus Refined Products Outlook Service*
Contact: *Sarah.Raffoul@argusmedia.com*

Refined products

The middle distillates market are the most exposed to any disruption in supplies through the strait of Hormuz, with jet fuel particularly vulnerable. Jet fuel is the third largest refined product traded through the strait after naphtha and LPG, accounting for roughly 22pc of global jet exports in 2025. Most of these volumes move west, making Europe particularly vulnerable as nearly half of Europe's jet fuel imports depend on transit through the strait. Any prolonged interruption would therefore tighten the region's supply balances quickly and significantly.

1 Impact: Severe

Disruptions coincide with the spring refinery maintenance in Asia and Europe, which has already tightened the market. European middle distillate prices stay elevated to attract arbitrage barrels. Jet fuel remains the most exposed as Europe relies on the strait for nearly half of its jet imports. Restricted airspace curbs air traffic and softens demand growth but is not enough to offset supply tightness. This widening jet regrade incentivizes refiners to produce more jet fuel at the expense of diesel. The Asian naphtha market heavily relies on Mideast Gulf suppliers, and so with limited supplies, higher feedstock cost prompts petrochemical suppliers to cut steam cracker run rates. Shipping and bunkering activity in the Middle East will be heavily disrupted by the conflict with bunker Middle East demand projected to decline by 3.4mn t in 2026.

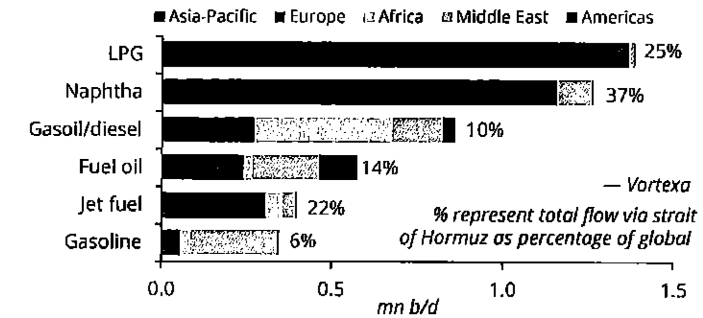
2 Impact: Severe

A rapid reshuffle of diesel and jet fuel trade results in more European imports from N America, Asia-Pacific, and potentially Nigeria, depending on the Dangote refinery. Similarly, naphtha flows from N America, Europe, and Russia to Asia-Pacific pick up. Diesel prices stabilise as the market rebalances, but a rise in crude prices will drive most product prices higher. Some degree of government intervention such as subsidy expansion, price caps or tax cuts is likely to cushion the impact of higher costs. Despite reshuffling of trade flows and longer shipping routes, global conventional bunker demand faces disruption, reducing by 4.7mn t.

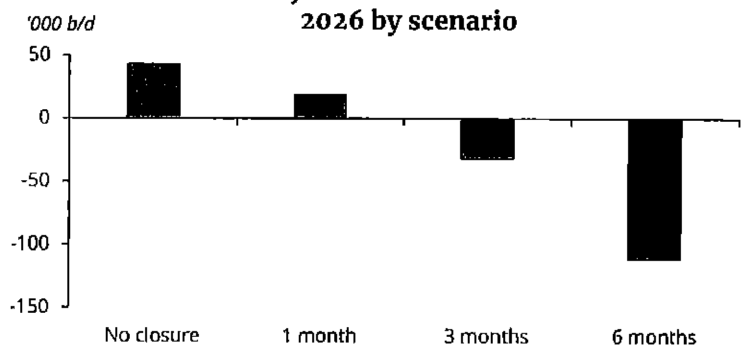
3 Impact: Severe

Ongoing reductions in Middle East air traffic, cuts 2026 global jet demand growth below 100,000 b/d (from 250,000 b/d pre-conflict). Crude is restricted into Asia-Pacific, even after stock releases, with reduced flows of heavy and medium sour Mideast Gulf grades lowering diesel yields at some Asian refiners, prompting governments to curb product exports to prioritise domestic supply. With broader macroeconomic fallout, global GDP growth slows, deepening the decline in product demand, particularly for diesel and global conventional bunkers.

Refined products destinations via the Strait of Hormuz



Middle East jet-kero demand increment in 2026 by scenario



Source: Argus LPG Outlook Service
Contact: Jack.Greenwood@argusmedia.com

LPG

LPG and naphtha markets are expected to face one of the most significant supply disruptions from the conflict given the Mideast Gulf's central role in global supply of these products. Approximately 28pc of global seaborne LPG exports and around 37pc of naphtha flows transit the Strait of Hormuz. The impact is likely to be felt most acutely in Asia, which is the main destination for Middle Eastern LPG and naphtha. We expect the most immediate effects to emerge in the petrochemical sector, reflecting its high sensitivity to price movements.

1 **Impact: Severe**

Disruption to flows through the Strait of Hormuz significantly tightens global LPG supplies. Argus AFEI, the key LPG price benchmark, surged by $128/ t following the closure, marking a record single-day increase, with prices are likely to remain elevated. India is most exposed, with Middle Eastern split cargoes supplying most of its inelastic residential demand, though demand destruction is unlikely before April given domestic prices are adjusted monthly. Asia's already-strained petrochemical sector will struggle to pass higher feedstock costs through the value chain, likely forcing run-rate reductions. This petrochemical demand response should eventually help cap how high delivered LPG prices in the Far East can rise.

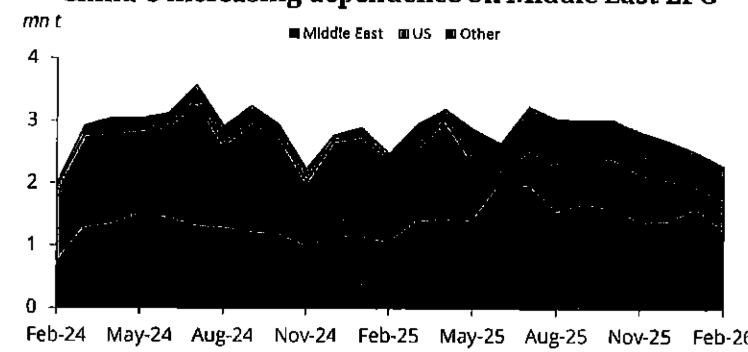
2 **Impact: Severe**

Global LPG trade flows are materially reshaped as Asian buyers seek cargoes from alternative sources. With several VLGCs stranded in the strait of Hormuz and no near-term additions to the LPG carrier fleet, freight rates face strong upward pressure. With naphtha supply also strained, LPG prices remain elevated, pushing feedstock costs higher, prompting Asian petrochemical producers to reduce operating rates further. Some relief emerges with Northern Hemisphere's summer, reducing heating demand, while butane demand for gasoline blending eases as refineries shift to summer-grade specifications. Additional supply from the US, supported by the Nederland terminal, could partially offset losses, but given the Middle East's dominant role in global butane exports, it is still likely to trade at a wider premium to propane.

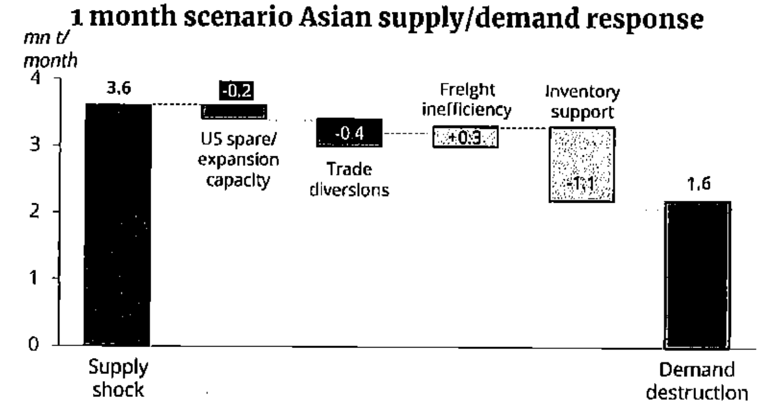
3 **Impact: Severe**

Disruptions delay the start of the seasonal LPG inventory build, as elevated prices discourage buyers. Some relief may come from the planned 360,000 b/d expansion of Enterprise's Neches River terminal in the US. However, as strategic crude inventories begin to decline, refinery run rates come under pressure, potentially weighing on LPG production. On the logistics side, the delivery of newbuild VLGCs is expected to begin during this period, which could help alleviate tight vessel availability and provide some relief to freight costs.

China's increasing dependence on Middle East LPG



1 month scenario Asian supply/demand response



Source: *Argus European Natural Gas Outlook Service*
Contact: *David.Luff@argusmedia.com*

Natural gas/LNG

The strait of Hormuz separates 82.6mn t/yr of LNG, 20pc of global supply — or 291mn m^3/d of pipeline gas equivalent — from international markets. China, India, South Korea, Taiwan, Pakistan and Bangladesh are the most exposed to disruptions to Qatari supply, as they hold over 50mn t/yr of active supply contracts. The US is already maximising its LNG exports, so it cannot increase supply in response to a spike in international gas prices, but US offtakers can and will deliver to the location willing to pay the highest price. Elevated prices will be needed to incentivise fuel switching and demand restraint to cover any loss of Middle Eastern LNG supply.

1 Impact: Severe

Asian buyers need to partially replace lost contracted volumes, pushing northeast Asian LNG prices to a temporary premium to the TTF. Uncertainty over the duration of the disruption requires gas prices to rise to a premium to all other energy forms — likely to €55-70/MWh — to provide a clear signal for fuel switching and demand restraint. The reopening of the Strait of Hormuz and the restart of Ras Laffan would reverse the TTF spike. Prices initially fall to around €45/MWh, the upper boundary of the European coal-gas switching range, before falling to the mid-€30s/MWh, assuming no material damage to LNG-producing assets in Qatar.

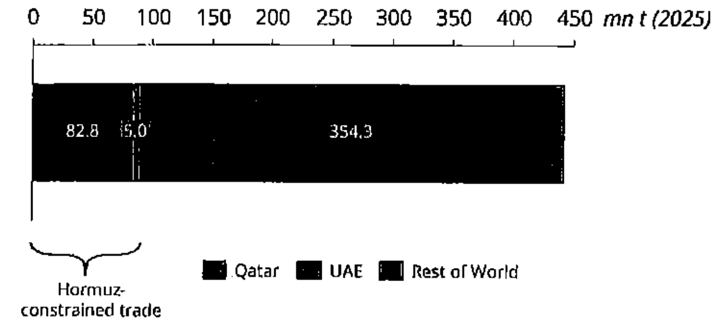
2 Impact: Severe

Qatari LNG being offline for the entire spring injection window forces more injection demand into the third quarter, causing European storage to enter the 2026-27 winter significantly below 90pc. Demand destruction begins because of sustained gas prices above €70/MWh. The TTF differential to northeast Asian LNG narrows to attract US LNG for the summer stock build. A geopolitical risk premium would become structurally embedded in the forward curve, not just the prompt market.

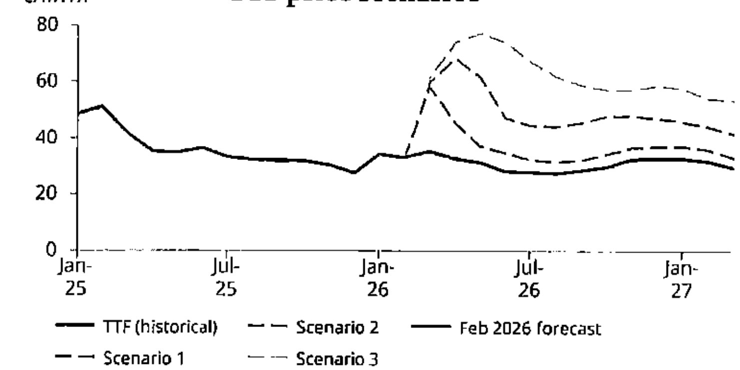
3 Impact: Severe

Europe enters the 2026-27 winter with storage at critically low levels. An indefinite delay to Qatar's LNG capacity expansion removing a key market balancing mechanism. The risk of a European recession rises sharply, and energy-intensive industries accelerate permanent relocation and offshoring decisions. The ramp-up of additional LNG supply from LNG Canada, Corpus Christi and Golden Pass in the US, Congo LNG 2, Energia Costa Azul in Mexico and Pluto 2 in Australia would enable a partial easing of prices towards parity with the upper end of oil-product switching rates of around €50-55/MWh.

LNG supply at risk



TTF price scenarios

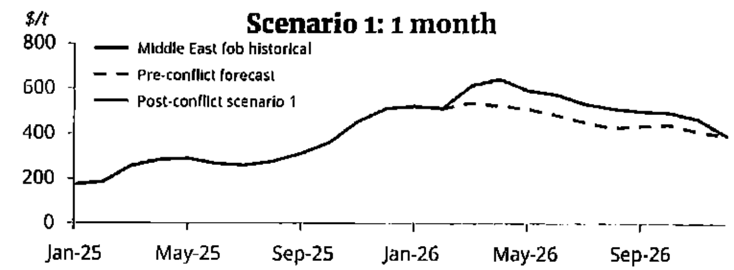


[redacted]

Source: *Argus Sulphur Outlook Service*
Contact: *Meena.Chauhan@argusmedia.com*

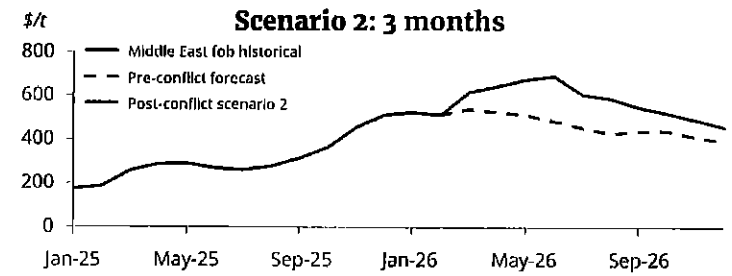
Sulphur

Sulphur exports via the Strait of Hormuz totalled c. 19.5mn t in 2025, just under half of global sulphur trade. Around 33pc of global production is concentrated in the countries that utilize this route, with Iran estimated to supply around 4pc of global trade. Regional disruption, even briefly, will impact global prices and trade flows in an already structurally tight market. China imported 56pc of its 9.6mn t from the Middle East last year, while shipments from the region to Indonesia represented 76pc of supply.



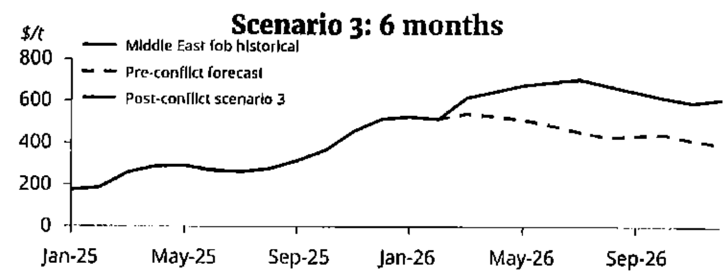
1 **Impact: Severe**

Drone strikes have led to Saudi Aramco taking its Ras Tanura refinery offline (a loss of c. 100 kt/yr sulphur capacity) and Qatar has halted sulphur production. This will lead to prices exceeding $600/t fob, peak around $650s/t fob in April before a correction ensues. The supply chain backlog, the ongoing risk pushing freight rates up and strong demand from China and Indonesia will prevent prices from crashing. The trade balance deficit will remain for the rest of the year with the lack of Russian tonnes continuing to exacerbate the tightness amid an export ban, which now seems unlikely will be lifted at the end of March.



2 **Impact: Severe**

Supply does not emerge from alternative sources, with other major exporters already moving available tonnes. The changing crude oil slate could impact production, but even in a scenario with heavier crude from Venezuela this will not offset critical losses from the Middle East. Oman will remain the main Middle East exporter via Duqm. Key end user markets China, Brazil, Indonesia, India and Morocco may be able to remain out of the market for part of March, but beyond this will need to procure tonnes and replenish stocks. Freight rates will rise, with added risk premiums keeping cfr pricing high even after the Strait reopens. Demand destruction in the processed phosphates sector is expected once pricing lifts to above $600/t, triggering a softening from July.



3 **Impact: Severe**

Sulphur prices will remain high and peak around $700/t fob before stabilising around $650/t. There is no equivalent supply in the global sulphur market that can replace Middle Eastern tonnes. The Russian sulphur export ban could lift in Q4, and only small incremental sources of supply could emerge, but a trade deficit is forecast to remain, particularly as the peak season for the fertilizer market approaches and new Indonesian sulphur burners start up in H2 for nickel operations. The ongoing absence of Middle Eastern supply will increase competition for tonnes from N America and central Asia, driving up prices across all benchmarks.

Source: *Argus Petroleum Coke Outlook Service*
Contact: *Carly.Vandergriff@argusmedia.com*

Petroleum coke

While the Middle East accounts for a relatively small amount of anode-grade petroleum coke supply, regional disruptions will impact the shipment of key feedstocks to China, resulting in lower coke production. Around 2.8mn t/yr of fuel-grade coke supply typically ships from the Middle East to Indian cement makers. Expensive heavy crude will result in lighter crude slates in the US, leading to lower coke output and further tightening supply. Gas-to-coal fuel switching caused by disrupted LNG supply will support coal prices and in turn coke prices. Regional aluminium production and exports could be curtailed shifting anode-grade coke flows.

1 **Impact: Severe**

Shipments of medium-sulphur anode-grade coke from Kuwait, the UAE and Oman will be halted, reducing supply for calciners and supporting GPC prices. However, green coke stockpiles at China's Rizhao port rose in late February, much of which is likely to be anode-grade GPC that can sustain the Chinese market temporarily. Expensive heavy sour crude will result in lighter crude slates in the US that produce lower coke volumes. As fuel-grade coke supply was already tight, lower output from the US and disruption of Saudi Arabia's coke shipments will significantly tighten supply and drive up prices. A short-lived spike in coal prices will also support coke prices. Risk premiums will increase freight rates and make delivered prices expensive.

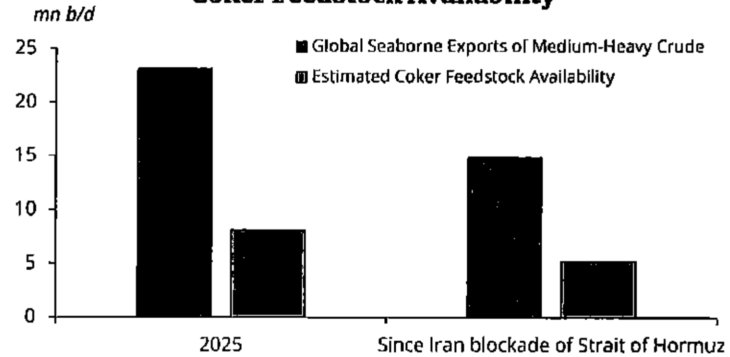
2 **Impact: Severe**

An extended loss of Middle East crude availability will result in lower overall refinery runs and coker throughputs for Chinese independent refiners, leading to lower anode-grade coke output. The independent Chinese refining sector is a major supplier of anode-grade petcoke, and so lower supply from these producers will support prices, especially as coke stockpiles are also drawn down. Sustained coal prices and tight fuel-grade coke supply will continue supporting coke prices. Prolonged price strength will result in demand destruction. One of the most likely candidates is China's glassmaking industry given demand has been weak already and other sectors, like the Indian and Turkish cement sectors, have greater fuel needs.

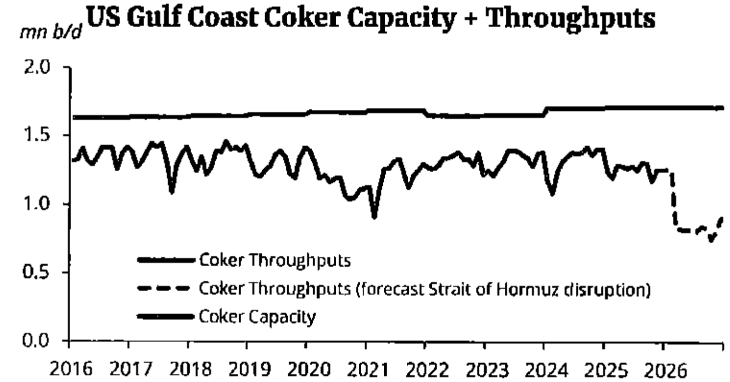
3 **Impact: Severe**

A lengthy disruption to raw material imports and aluminium exports through the strait of Hormuz could lead to production curtailments in the Mideast Gulf, although capacity is relatively small globally. Other regions may respond by increasing aluminium output and restarting idled smelters, shifting anode-grade coke demand, but tighter anode-grade coke supply could limit smelters' ability to increase output. Tight heavy crude markets will continue to limit US Gulf coke production, but the US Gulf could see some respite as investment in Venezuelan crude production partially offsets tight markets.

Coker Feedstock Availability



US Gulf Coast Coker Capacity + Throughputs



__Source:__ Argus Urea Outlook Service
__Contact:__ Owen.gooch@argusmedia.com

Urea

How long the war continues – and how long the Strait of Hormuz remains effectively unnavigable – will determine the extent of the urea price spike. When Russia invaded Ukraine in 2022, urea prices increased by about $200/t within four weeks before falling more than $300/t over the next two months. But Middle Eastern producers ship roughly 20mn t/yr of urea, about one-third of global export supply, so any sustained disruption has far greater implications.

1 Impact: Severe

The urea market experiences a short-term tightening. Qatar and Iran's urea export base means even temporary outages influence spot availability, pushing prices higher. Freight disruptions through the Strait of Hormuz inflate costs, but once stability is restored, urea supply chains recover relatively quickly. Import-dependent regions will likely delay or ration purchases until price volatility eases, reducing the longer-term impact.

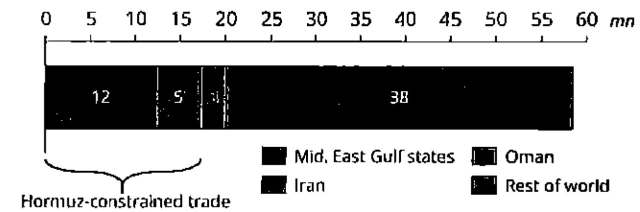
2 Impact: Severe

Hopes will turn to China's ability to begin exporting earlier, and under larger quotas than it did in 2025. But this remains a hope rather than a firm expectation. With around 85pc of the gas consumed in Indian urea production coming from RLNG, there is a real risk that the urea supply gap could widen if India struggles to replace Qatari volumes (over 50 pc of India's LNG supply) with alternative supply. Elsewhere, although Egypt sources most of its LNG from the US Gulf, the disruption to Israeli gas pipeline imports stretches an already tight gas balance, putting urea production run rates at risk.

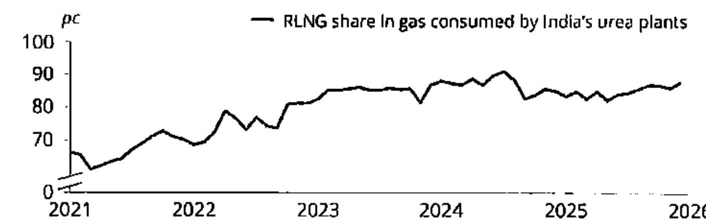
3 Impact: Severe

A sustained period of elevated urea prices brings fertilizer affordability back into focus. Buyers' resistance had already been seen at $500/t cfr, but fob values have already moved rapidly well above this level. Affordability in several major markers had already fallen to its lowest levels since Russia's full-scale invasion of Ukraine in February 2022, prior to the onset of conflict in the Middle East Gulf.

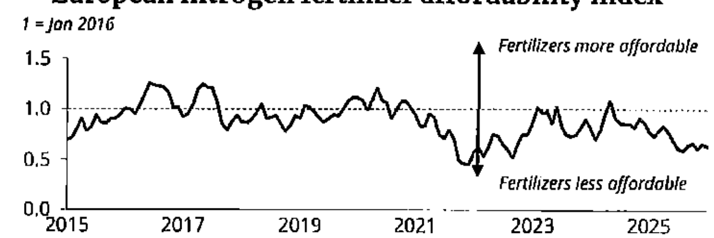
Urea trade at risk, 2025



Indirect impact: Indian urea relies on Qatari LNG



European nitrogen fertilizer affordability index



Source: Argus Tungsten Analytics Service
Contact: Mark.seddon@argusmedia.com

Tungsten

Tungsten is a critical strategic material in military applications, and any large conflict significantly impacts the whole value chain. It is widely used as a high-performance, non-radioactive alternative to depleted uranium for heavy-duty military hardware, particularly in armour-piercing ammunition and missiles for kinetic bombardment.

1 Impact: Severe

The tungsten market is already fundamental tight due to a shortage of concentrate, particularly in China. China is finding it difficult to maintain domestic production and is increasingly relying on imports to feed into downstream processing. Tungsten prices have doubled year-to-date and since the attack on Iran, have increased a further 17%. Most of this latest increase will be due to speculation and so prices should begin to moderate from April.

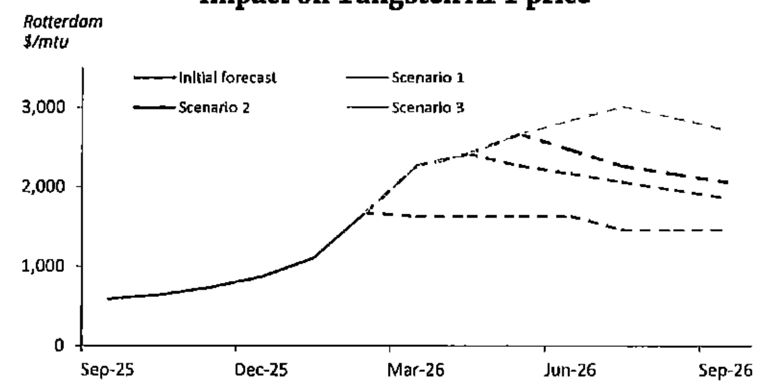
2 Impact: Severe

The fundamental situation in the market remains relatively unchanged but speculative activity continues to push tungsten APT prices to new record levels and a peak 450% higher than September 2025 . The peak in prices is pushed out to May and prices then moderate but would remain around 10% higher. The level of depletion of missile stocks will become more apparent and give some indication of the medium- to longer-term requirement for restocking, and consumption of tungsten in the defence sector.

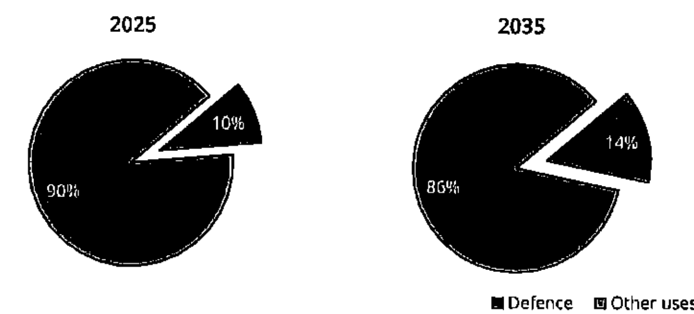
3 Impact: Major

Tungsten APT prices push on to $3,000/mtu (over 500% higher than September 2025) and remain 45% higher than scenario 1 by September 2026. A longer-term conflict will severely deplete stocks of missiles and lead to increased demand for tungsten as the parties to the conflict seek to rearm and replenish stocks. It is possible that a longer conflict in the Gulf region will push countries to spend more of their GDP on defence, over and above current commitments, with a corresponding increase in tungsten demand for military applications.

Impact on Tungsten APT price



Tungsten demand in defence



Source: *Argus Ammonia Outlook Service*
Contact: *Jake.preston@argusmedia.com*

Ammonia

The Middle East plays a critical role in global ammonia trade, accounting for over 4 Mt of seaborne ammonia with 3.6 Mt explicitly Hormuz-constrained. Any disruption immediately affects supply availability and pricing across the value chain. The conflict could materially reshape global ammonia trade due to the region's role in seaborne supply, and threatens both short-term price stability and the structural balance of global ammonia supply.

1 **Impact:** Major

Global ammonia prices remain elevated due to supply constraints following strikes in Qatar which caused a halt in LNG production. Output losses would be limited in duration, but shipping through the Strait of Hormuz would face elevated insurance premiums and transit delays. Trade flows normalise quickly once Qatar resumes LNG and associated product operations. Exports quickly return to pre-conflict levels, alleviating supply tightness. Prices would still remain elevated into Q2 as the market seeks alternatives, but would have normalised by May, in time for India's buying for the Rabi crop season.

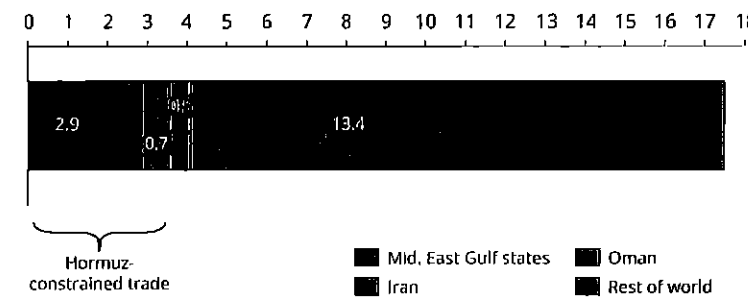
2 **Impact: Severe**

A prolonged loss of Middle Eastern ammonia, particularly Saudi supply, would cause prices to firm quickly in Q2, reaching a level similar to the onset of the Russia-Ukraine conflict in 2022, when a comparable volume of merchant ammonia was cut off from international markets. New capacity, including Woodside's Beaumont Texas plant, could offset lost volumes as production ramps up. Exports would resume in June 2026, after which prices would return towards current levels over the following 1-3 months, depending on downstream demand. Industrial buyers in East Asia will likely cut their imports first, preventing prices from exceeding $750/t fob Middle East.

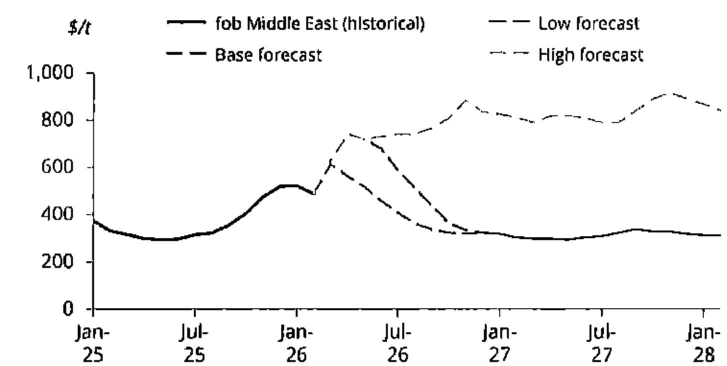
3 **Impact: Severe**

4mn t/yr of Middle Eastern ammonia is cut off from the market resulting in structurally higher ammonia prices globally and huge seasonality swings. Fertilizer demand from key markets would drive up prices to above $900/t at fob Middle East from September-December. Widespread demand destruction would ensue, with the traded market likely falling below 15mn t for the first time since at least 2000.

Ammonia trade at risk



Ammonia trade at risk



Source: *Argus Seaborne Coal Outlook Service*
Contact: *Alex.Thackrah@argusmedia.com*

Thermal coal

The Middle East accounts for <1% of global seaborne steam coal demand so there is little disruption risk to physical coal infrastructure. The main impact is via higher demand driven by gas-to-coal fuel-switching and petcoke substitution. Negligible coal volumes transit Hormuz but c. 2mn tonnes/month coal transits Suez. The conflict comes at a time when the Indonesian government has been enforcing supply controls, tightening the global balance.

1 **Impact:** Major

In the event of a short-lived disruption to LNG supply, the associated coal price spike would also be short-lived. But a higher balance of 2026 spot demand from the EU, Japan, South Korea and Taiwan (JKT) would be expected, driven by gas-to-coal switching from the power sector. Prices would ease during 2Q/3Q 2026 as supply chains normalise and nuclear availability in Japan and Korea improves. Disruption to LNG and petcoke supply would stimulate higher cement-sector coal demand from India, but the impact on India's power-sector imports would be limited by high domestic coal inventories.

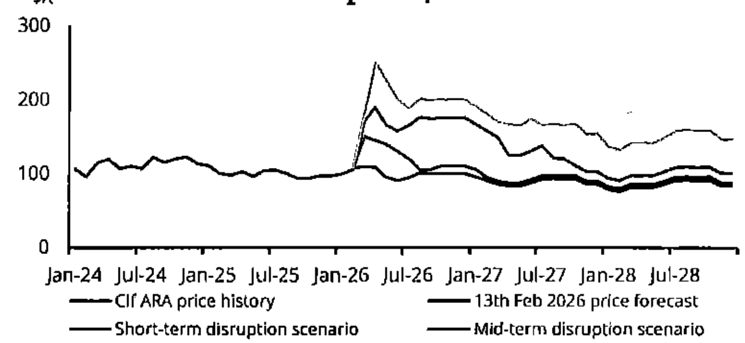
2 **Impact: Severe**

If LNG supply is constrained for months, then coal burn would become entrenched in NW Europe and JKT for the duration of 2026, leading to a rollback of certain emissions restriction policies. Mothballed coal plants in the EU would receive mandates to restart, to assist with its summer gas storage refill. Idled coal plants in Taiwan would return, with demand destruction from price-sensitive buyers such as Pakistan and Vietnam. High-CV coal prices would be sustained in the mid-to-high $100s/t, incentivising additional supply from Russia, South Africa, Indonesia and Colombia.

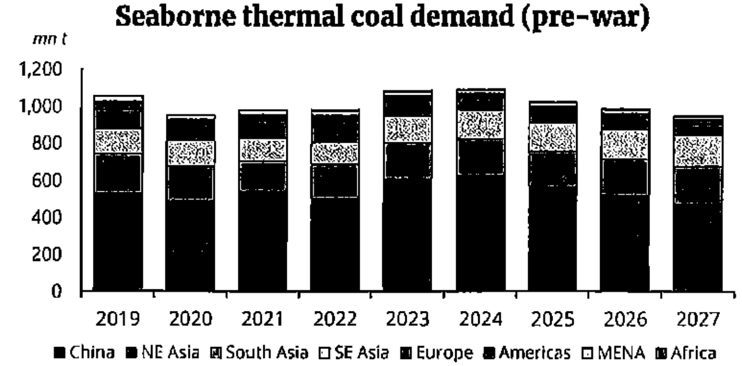
3 **Impact: Severe**

Prolonged disruption to LNG supplies would stimulate multi-year demand for seaborne coal. Governments would roll back on ESG policies, while power-sector buyers would prioritise diversification through higher coal procurement as confidence in LNG supply chains diminishes. Coal power plant phase-outs would be delayed again, while stickier energy/cost inflation would support a materially higher coal price floor. Post-conflict rebuilding efforts could support higher coal demand for cement/industry, but this would need to be weighed up against the prospect of lower GDP growth.

API 2 coal prices/forecasts



Seaborne thermal coal demand (pre-war)



[redacted]

Source: Argus Phosphates Outlook Service
Contact: Claira.lloyd@argusmedia.com

Phosphates – DAP/MAP

The impact of the US-Iran conflict on the DAP/MAP market has not been immediate as a) operations in Saudi Arabia and Jordan have been unaffected, b) it is low season, and c) market participants are taking time to assess the situation. But it is the closure of the Strait of Hormuz and constrained sulphur and ammonia availability which could disrupt the phosphate market globally if the conflict is prolonged.

1 Impact: Moderate

Initial impacts will be somewhat mitigated with it being low season for many key consuming regions and with some P_2O_5 demand destruction seen earlier in the year. But, with interest starting to emerge for the key spring and kharif application seasons coupled with the conflict, prices will rise more quickly as sulphur/sulphuric acid and ammonia supply constraints drive up costs for those producers able to procure these products. A lack of availability will result in lower operating rates from key producers; OCP is already holding back processed phosphate offers on raw material supply concerns. Saudi Arabian producers (c. 16pc of global DAP/MAP exports) are unlikely to see major raw material sourcing difficulties, but the closure of the Strait of Hormuz will hinder DAP/MAP exports, tightening the market further. Saudi Arabian product.

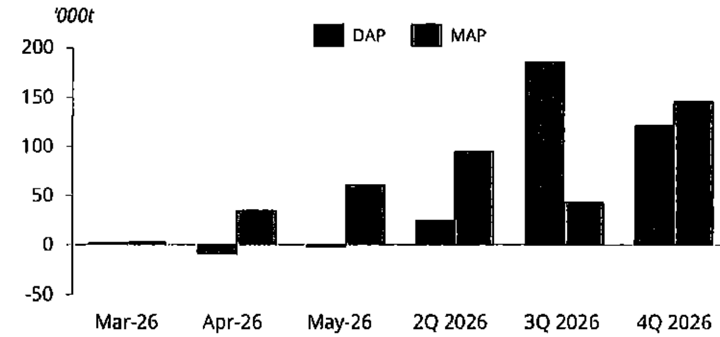
2 Impact: Major

Q2 is the key consumption period for many markets as it is the start of spring and kharif application seasons. The continued closure of the Strait will limit deliveries of processed phosphates to global consumers from some key producers and the shortage of raw materials will curtail production from others. OCP's production (c. 26pc of global DAP/MAP export supply) will be exposed as it is 100pc reliant on imported sulphur and ammonia. Phosphate prices will firm rapidly with supply shortages and rising raw material prices pushing up production costs for those still operating setting a price floor.

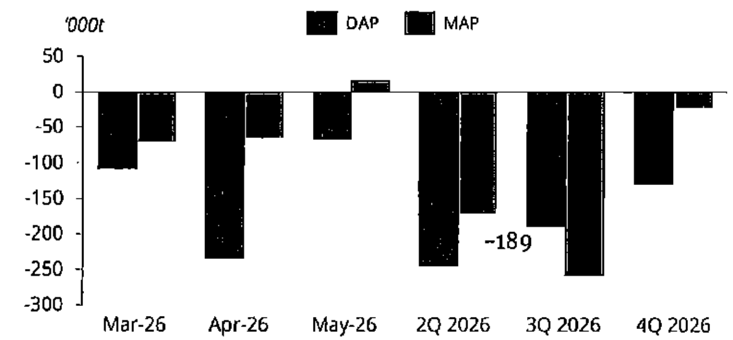
3 Impact: Severe

The return of Chinese tonnes to the merchant market and ensuing surplus from July/August had been the key driver of expectations on steep price decline in H2 2026. An extended conflict would keep sulphur prices elevated, in turn keeping Chinese DAP/MAP exports heavily reduced for an extended period. This would compound the drivers noted above, push the short-term trade balance into significant deficit and drive phosphate prices even higher. But by this point demand destruction would be significant in European, Latin America and Southeast Asia markets which have already been struggling with fertilizer affordability for several years. The situation would be further compounded with the startup of new phosphate production units likely delayed because of limited raw material availability.

DAP/MAP trade balance, Feb 2026



DAP/MAP trade balance: Scenario 3



Source: Argus AdBlue-DEF and TGU Analytics Service
Contact: Bryn.James@argusmedia.com

Automotive-Grade Urea (AGU)

India's automotive-grade urea (AGU) import requirement is forecast around 117 kt, with c. 40pc coming from Saudi Arabia and Iran. Prices are rising across the board with disruptions through the Strait of Hormuz leading to higher insurance premiums and longer lead times. Cessation of Egyptian output would impact buyers west of Suez, particularly Europe. Russia would likely fill the supply gaps in Europe and the Americas, but AGU prices could rise well above $800/t.

1 Impact: Minor

European supply would be mostly unaffected as the Middle East plays a smaller role in its import market and high pre-CBAM stocks continue to supplement demand. Pipeline gas supply between Israel and Egypt has stopped, but there have been no reports of gas shortages requiring a drop in Egypt's AGU output. During the Israel/ Iran 12-day war in June 2025, all seven of Iran's urea plants weeks (at least two sell into the AGU market) were closed for up to four, but this caused no major disruption to Indian buyers, particularly as no assets were damaged and fresh Iranian offers emerged following a ceasefire.

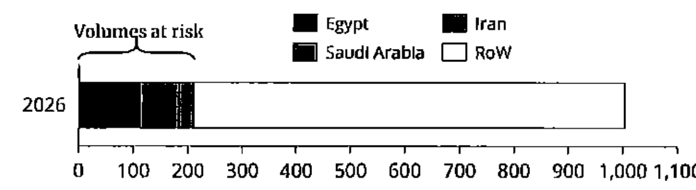
2 Impact: Moderate

Egyptian production cuts could see European importers turn to Russia despite a punitive tariff of €40/t, rising to €60/t in June (in addition to the existing 6.5pc duty). The ceiling for AGU prices is unclear, but there is precedent to suggest a longer conflict could lead to delivered prices well above $800/t in Brazil and India. Traders will hope for an earlier Chinese export window with larger quotas above 2025 volumes. China proved in the H2 2025 that they could meet domestic demand while still participating meaningfully in the export market. But this remains a hope rather than firm expectation.

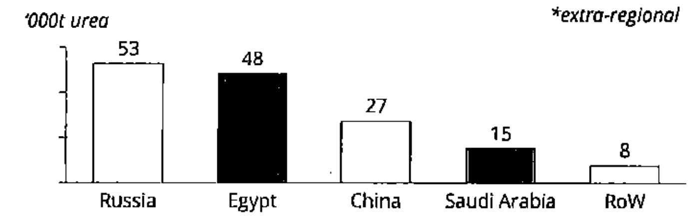
3 Impact: Severe

A longer conflict would put pressure on the major importers, with Chinese AGU the only market capable of keeping India afloat if Middle Eastern volumes remain unavailable, meaning it could set the price ceiling. Some producers in SE Asia such as PVFCCo in Vietnam or Pupuk in Indonesia might be able to contribute, but spot availability is usually limited and could face firm international competition. Russia would likely sustain import requirements in the Americas, which has been its main market following European tariffs imposed on Russia since July 2025. European tariffs on Russia may not be much of a deterrent to European buyers in the absence of Egyptian origins which would mean further competition in the Americas.

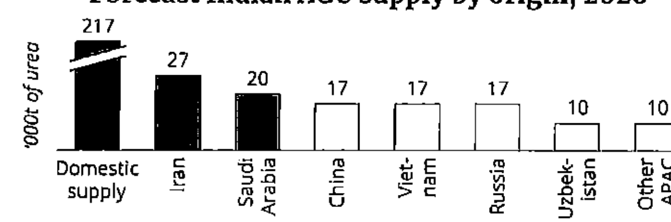
Extra-regional AGU trade at risk, 2026



Forecast European AGU imports* by origin, 2026



Forecast Indian AGU supply by origin, 2026



Source: *Argus Biofuels Outlook Service*
Contact: *Alex.kauffmann@argusmedia.com*

Biofuels

Biofuels will see knock-on impacts of rising diesel and gasoline prices, but impacts will be cushioned by counter-adjusting biofuel premiums. The Middle East plays a minor role in global biofuels markets as both capacity and demand in the region is limited. As such, biofuels prices have had a muted reaction as premiums fell, but lower premiums could boost voluntary demand. If the conflict persists, rising energy costs could pressure margins and raise prices.

1 **Impact: Moderate**

Most biofuels markets trade as a differential to underlying product prices. As these move to multi-year highs, premiums will ease to leave outright prices steady. Biofuel premiums are reflected in credit prices such as RINs in the US and tickets in Europe, which will lose value. In the short term, this might encourage additional discretional blending as biofuels will be relatively cheaper. However, because most biofuels consumption is mandated, excess blending will imply reduced demand towards the end of the year.
Ethanol will be most exposed to rising natural gas prices which will translate into price increases. Rising energy costs could also pressure thin biodiesel margins, but less so than ethanol. RD/HVO/SAF have stronger margins so pressure will be limited. Rising freight rates could impact markets which imports biofuels. For example, Europe's SAF supply mostly originates in China, so rising freight rates will raise SAF prices in Europe while China remains the marginal supplier.

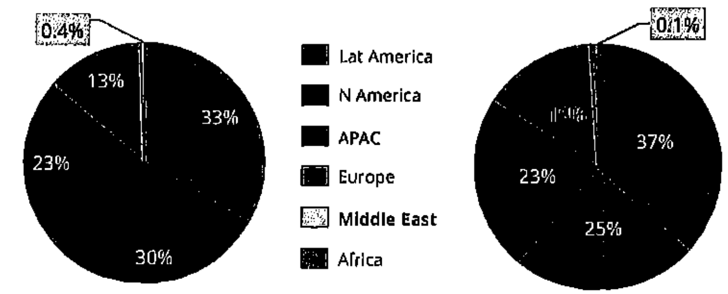
2 **Impact: Moderate**

While the impacts will not fundamentally differ if the conflict extends, some stickiness in biofuel credit prices and ticket prices are probable, which may have a slower reaction. Therefore, if high diesel and gasoline prices persist for a longer period this will erode credit and ticket prices.

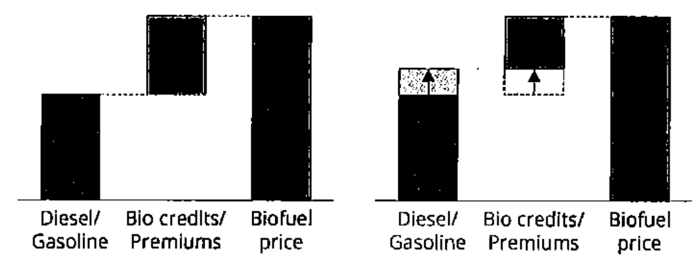
3 **Impact: Moderate**

Impacts are not expected to fundamentally differ as a result of a longer conflict.

Biofuels capacity, 2026 | **Biofuels demand, 2026**



Impact of rising product prices on biofuels (illustrative)



Source: *Argus Steel Raw Materials Outlook Service*
Contact: *Dale.Hazeleton@argusmedia.com*

Steelmaking Raw Materials

Iran is a small player in the global iron ore market, with most of its exports going to China. Its local role is more important, where it supplies around 5pc of the region's iron ore imports and more than 1mn t to Oman. Bahrain, Qatar, and UAE will be most impacted by the closure of the Strait of Hormuz with an estimated 34-35mn t of iron ore flows, both imports and exports, potentially impacted.

1 Impact: Moderate

The main impact on the ferrous market will come from freight disruption. After the war began, iron ore and scrap trading paused as the market waited for freight volatility to stabilize and for new rate offers. Steel producers also withdrew offers, and prices are expected to rise—especially in Europe, where electric arc furnace (EAF) producers face surging power and gas costs. The strongest price effects are likely in the Middle East and Europe, with opportunities for Brazilian iron ore shipments.

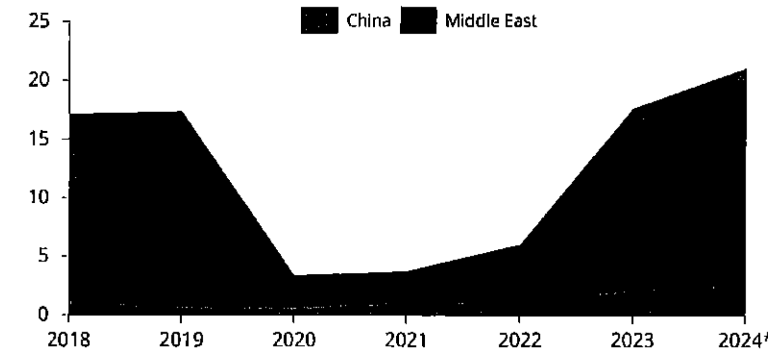
2 Impact: Moderate

Risks remain concentrated in Europe and the Middle East, driven by high electricity costs and Strait of Hormuz constraints. Europe is particularly exposed with nearly half of Europe's steel expected to come from EAFs this year. Upward pressure from higher input costs will come up against the downward pressure of weak steel demand. If steel prices don't rise, production curtailments would become likely and, eventually, push up steel prices to incentivize enough production to meet demand.

3 Impact: Moderate

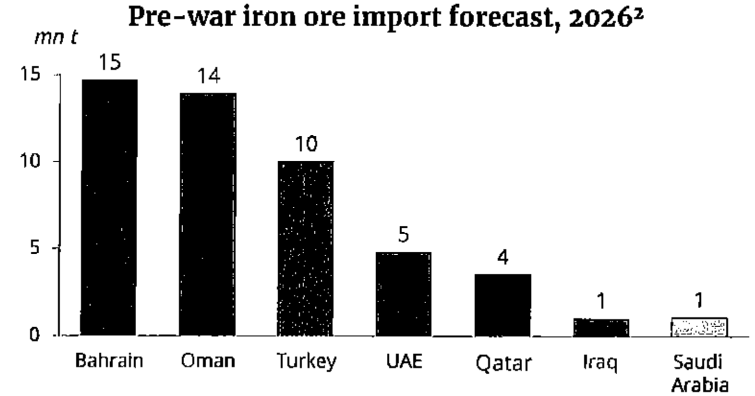
In a prolonged conflict with persistently high European electricity prices, blast furnace production could increase. With mill utilization below 70% last year, there is enough spare capacity to offset EAF curtailments, a trend that may start within three months and accelerate over the year. This shift would boost demand for Brazilian and African ore, but rising global production means any price gains are unlikely to last. Even in this scenario, additional seaborne supply should ultimately push iron ore prices lower.

Iran's iron ore export destinations



**2024 is last full reported year.*

Pre-war iron ore import forecast, 2026²



Source: Argus Potash Outlook Service
Contact: Timothy.evans@argusmedia.com

Potash – MOP/SOP

The US-Iran conflict has not had an immediate impact on the MOP market as operations at key regional producers in Israel and Jordan have not been affected. Some MOP suppliers have withdrawn offers globally and the market largely anticipates higher fertilizer and freight costs, although most suppliers are well committed in the near term. SOP is reacting more quickly, as substantial sulphur supply moves through the Straits of Hormuz.

1 **Impact: Minor**

Even though MOP itself is not a major Hormuz transit commodity, the conflict has quickly driven up war-risk insurance premiums, freight rates, and routing inefficiencies across global shipping. Beyond freight, the main risk is disruption to regional production or reliable market access. ICL in Israel and APC in Jordan are operating normally, and there are no disruptions to shipments departing from Israel and Jordan but the risk remains, adding price support. The SOP market faces a more immediate impact via rising input costs. Egyptian producer Evergrow, has paused new SOP offers given the uncertainty of sulphur prices.

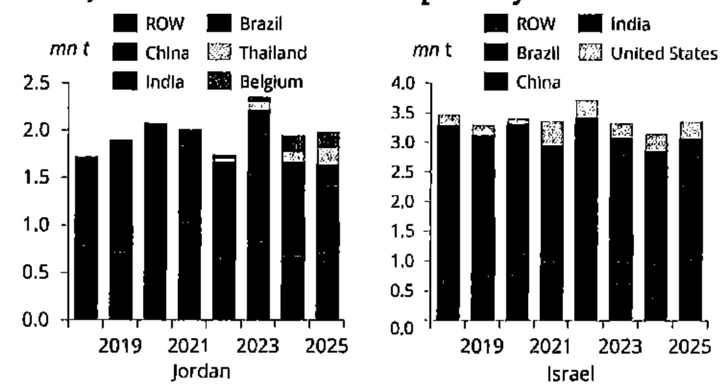
2 **Impact: Moderate**

Q2 was already expected to be a tight market for MOP. In scenario 2, although market fundamentals don't materially shift, the ongoing risk to regional supply provides producers with leverage to raise prices. While no impacts on regional MOP export volumes are predicter, the top graphs show the main destinations of Israeli and Jordanian MOP exports. Recently, ICL and APC have shipped more to Western markets vs the to East, and this would likely be amplified. Chinese SOP exports remain banned, and a reduction in SOP Mannheim production over this period will tighten the market further, widening the premium over MOP.

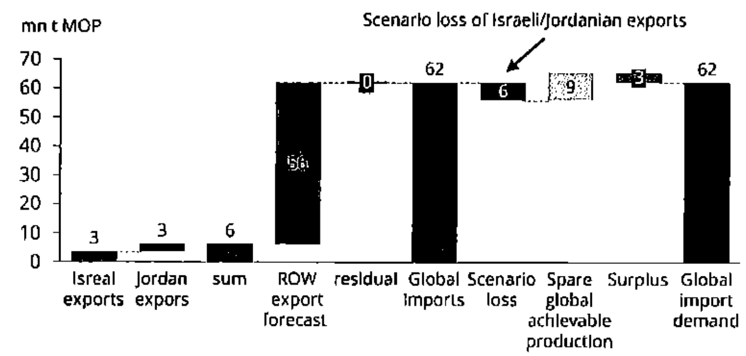
3 **Impact: Moderate**

Assuming there is no impact on ICL and APC operations there will be limited further price firming. But the ongoing risk will likely dampen the softening effects of new capacity coming online in 2026 and slow the rate of decline in H2. Beyond six months, farmer MOP demand may be eroded by sustained elevated input costs. The bottom graph looks at an extreme and unlikely scenario of prolonged supply constraints out of Israel and Jordan. Even with 6mn t of exports removed, there is reasonable spare achievable production in 2026, which will be able to meet import demands. But even if the market can respond, pressure from a smaller pool of suppliers would lead to rising prices.

Jordan and Israeli MOP exports by destination



Spare achievable MOP production, 2026



Source: *Argus AgriMarkets Outlook Service*
Contact: *Moxence.devillers@argusmedia.com*

Agriculture

Agricultural trade with the Gulf is small and makes up only 4-6pc of world grains imports. The conflict in the region is therefore not expected to have a direct effect on grain prices or supply. Wheat and corn prices rose on the first trading day after the Strait of Hormuz closed, as markets reacted to uncertainty. Prices then fell back in the days that followed, showing that the impact eased quickly.

1 **Impact:** Minor

The US-Iran conflict is likely to have only a small effect on farm commodities in the first month because trade between the Middle East and the main exporters is limited. The conflict could still make prices more volatile, as trading activity by funds could trigger short-term moves.

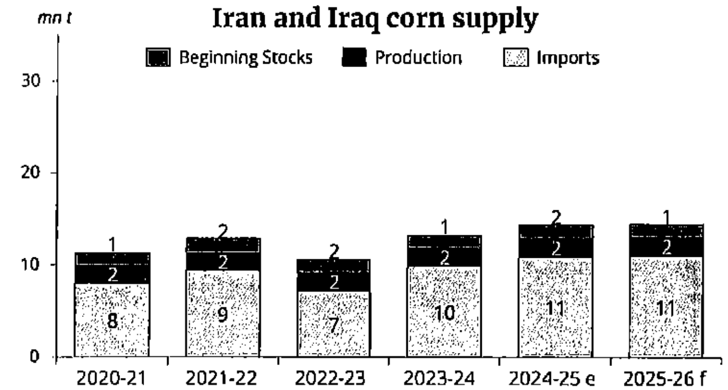
2 **Impact:** Minor

The first scenario still applies for the reasons above. Global supply remains comfortable but tightness could build later in the spring if new crop condition-related factors appear. Grains imports are likely to decrease in the months to come, following a seasonal pattern as a major part of the import needs will have been met.

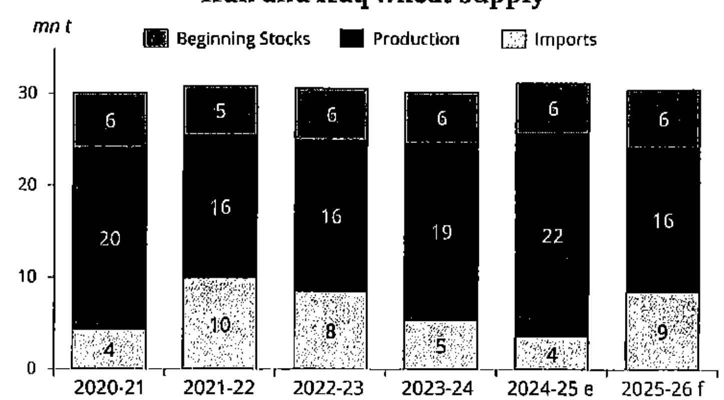
3 **Impact: Moderate**

A halt in Gulf imports would put pressure on prices as exporters seek other buyers for these volumes. In the flows, some exports from the Black sea appear to be going to Türkiye, but a portion of these shipments are destined for Iran. Gulf countries buy from many suppliers, so a drop in demand could disrupt trade at first. Higher fuel costs remain the main source of upward pressure in the long run. More expensive fuel would raise freight and fertiliser costs, increase import bills, and reduce crop area, yields and output in the next harvest.

Iran and Iraq corn supply



Iran and Iraq wheat supply



Source: Argus Battery Materials Analytics Service
Contact: Dylan.khoo@argusmedia.com

Battery materials

The conflict will have negligible short-term effects on the sector. Gulf-neighbouring states are not significant producers, processers, or purchasers of any battery materials. In more severe scenarios there will be second-order effects dependent on increases in the price of inputs for battery materials production.

1 Impact: Minor

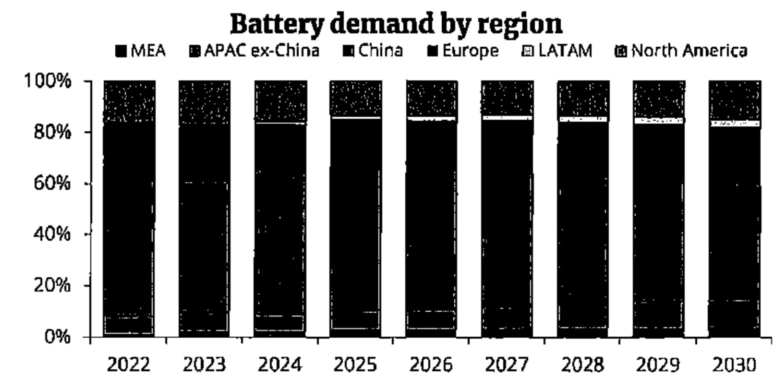
There will be negligible impact on supply or demand. Saudi Arabia and the UAE are significant customers for ESS, but there is unlikely to be disruption to this demand beyond some delays in deliveries or tender processes.

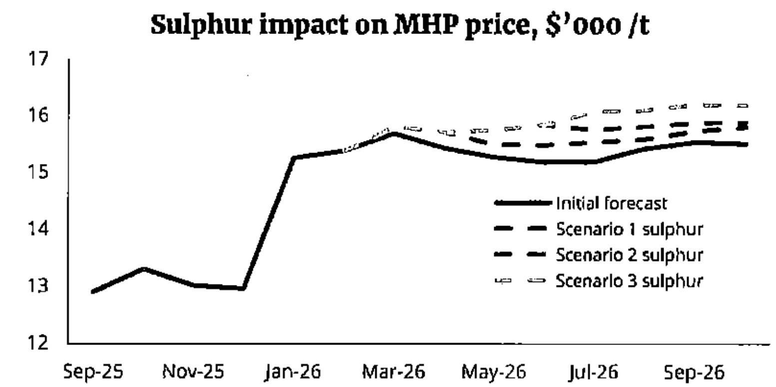
2 Impact: Minor

Restrictions to sulphur exports will impact sulphuric acid supply, an essential input for nickel produced through the HPAL method, which requires 25-30t of acid per tonne of contained nickel in MHP. Elevated acid prices will increase production costs for nickel, amplified by the Indonesian government's cuts to nickel ore quotas. At current prices of $163/t, sulphuric acid accounts for 11pc of the price of MHP, assessed at $15,570/t, up from 8pc in Q1 2025. Far less sulphuric acid is required to extract and process other battery materials, so tight sulphur supply will primarily impact high-nickel battery chemistries, increasing the price gap between NMC and LFP CAM.

3 Impact: Moderate

Increased energy prices will disrupt industry in Japan and Korea, and to a lesser extent Europe, while China will be relatively unaffected. This will further China's low-cost electricity advantage that contributes to its low costs for raw materials, cells, EVs, and ESS. This will increase the challenges of implementing critical mineral policy aimed at reducing reliance on China, hindering efforts to build diversified and domestic supply chains.





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Commodities with no or minor impacts

Hydrogen

Low-carbon hydrogen remains in the early stages of development; therefore, the US-Iran conflict is expected to have little-to-no immediate impact in the short-term. However, a prolonged conflict could start to impact zprojects currently under development, raising production costs and reducing the economic viability of these projects.

Phase 1 of ACME's green hydrogen/ammonia project in Duqm, Oman is slated to be the first low-carbon hydrogen project to start up in the Middle East, with anticipated commissioning in H2 2026. The green ammonia volumes (17,500 t/yr H2 equivalent) are to be exported to Europe. Yara is an offtaker and the volumes would be used to decarbonise its fertilizer production to comply with the REDIII industrial mandates, which do not come into effect until 2030. Therefore, a temporary delay in construction is unlikely to have a material impact.

If the situation persists, it could have a knock-on impact on the region's planned low-carbon capacity, the volumes of which are also destined for Europe. In turn, Europe could look to other potential low-cost suppliers to meet its demand for hydrogen and/or revisit the role hydrogen has to play in the EU's decarbonisation strategy.

Rare Earths

The conflict will have negligible short-term effects on the rare earths sector. Iran and neighbouring states are not significant producers, processers, or purchasers of any rare earths and price assessments since the initial attack have fallen in line with a weakening fundamental situation.

Military uses for rare earths are varied, including rare earth permanent magnets in magnets in precision-guided munitions, REEs in electronic warfare systems, targeting radars, and engine components in aviation and naval applications, night vision goggles and laser systems. Consumption of REEs in the defence sector accounts for less that 5% of total demand.

In more severe and longer lasting scenarios there could be a significant impact on the rare earth magnet materials (Neodymium, Praseodymium , Dy and Tb) market, due to the use or rare earth permanent magnets in precision-guided munitions. The longer the conflict goes on, missile stocks will become depleted and will need replenishing, thereby increasing demand for rare earth permanent magnets.

Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

Inter-Office Memorandum

DATE: May 20, 2026

TO: Tracy Ellison, Deputy County Administrator
County Administration

FROM: Jessica Comis, Purchasing Director
Procurement Department

RE: Request to Terminate Contract No. 700213RC, Ground Application Service for Weed and Vegetation Control – DeAngelo Contracting Services, LLC

BACKGROUND

The purpose of this Memorandum is to request County Administration's review and approval to terminate the following Contract No. 700213RC, Ground Application Service for Weed and Vegetation Control, which is managed by Engineering and Public Works. Pursuant to PPM # CW-L-008, specifically Section II. D. 6, it states, The Procurement Director may "terminate non-construction contracts, including exempt contracts, of any amount in accordance with the terms and conditions of the contract and in consultation with the County Attorney's Office ("CAO"), with the County Administration review and approval…". Please review and approve the following termination of contract request.

SUMMARY

1. Contract No. 700213R for Ground Application Service for Weed and Vegetation Control was established in 2022, with a start date of August 12, 2022, through August 11, 2023, with a contract value of $20,000.00. The County exercised the first twelve (12) month renewal of the term contract on August 12, 2023, through August 11, 2024, with a contract value of $20,000.00. The second twelve (12) month renewal was exercised on August 12, 2024, through August 11, 2025, with a contract value of $20,000.00, and the third twelve (12) month renewal was exercised on August 12, 2025 through August 11, 2026, with a contract value of $24,000.00.

2. The contract was awarded on a primary basis:
   a. DeAngelo Contracting Services, LLC, was awarded the primary vendor.

Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

Inter-Office Memorandum (cont.)

3. This contract is requested to be terminated due to the change in vendor name and FEIN. The County is unable to obtain proper documentation to process an assignment.

4. The County Attorney's office has reviewed and approved the termination letter, in accordance with Article #6, "Termination for Convenience".

5. Once the termination is approved, a new solicitation will be advertised. Departments will be able to utilize the DPO or emergency process if services are required prior to a new contract being awarded.

CONCLUSION

The County is requesting termination of the contract, and per #5, there will be no disruption to services.

Thank you for your review and consideration.

Approved,

Tracy Ellison
Deputy County Administrator

Enclosed:
Termination Letter # 700213RC – 05/20/26
CAO email approval – 05/06/26

Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

Form2.VV

May 26, 2026

VS*23628
mkobrick@deangelocontractingservices.com
570.580.9100

DeAngelo Contracting Services, LLC
100 N Conahan Drive
Hazleton, PA 18201

Dear Vendor:

This letter is notification that Palm Beach County is electing to terminate contract #700213RC for GROUND APPLICATION SERVICE FOR WEED AND VEGETATION CONTROL, TERM CONTRACT in accordance with term #6, Termination for Convenience. This contract is being terminated because the vendor name and FEIN changed and the County is unable to obtain proper documentation to process an assignment. Termination is effective May 31, 2026. All outstanding orders are to be completed by May 29, 2026.

The County appreciates your service on this contract. The County is expecting to release a new bid for these services in the near future.

Sincerely,

for Jessica Comis
Director

c: Kristen A. Monnett
Zulma Gasca
Victoria Handy
Engineering
Parks
File

From:	Kristen A Monnett
To:	Victoria Handy L.
Cc:	Jessica Comis H.
Subject:	FW: REQUEST TO RENEW CONTRACT #700213RC
Date:	Thursday, May 7, 2026 9:58:52 AM
Attachments:	image001.png image002.png image003.png image004.png image006.png 700213RC TERM MEMO TO PURCH DIRECTOR (002).docx 700213RC TERMINATION.docx

Hi Victoria,

Another termination letter for Tracy's approval.

Annie reviewed and I made the change she requested.

Thank you.

Kristen A. Monnett, Procurement Manager
Palm Beach County Procurement Department
50 S Military Trail, Suite 110
West Palm Beach, FL 33415
Phone: (561) 616-6829
Fax: (561) 242-6729

NIGP NIGP-CPP CERTIFIED PROCUREMENT PROFESSIONAL
NIGP Public Procurement Associate DESIGNATION
NIGP Enabling Regulations & Compliance FOUNDATIONS

From: Anne Helfant <AHelfant@pbc.gov>
Sent: Wednesday, May 6, 2026 9:51 AM
To: Kristen A Monnett <kmonnett@pbc.gov>
Cc: Nancy Volpi <NVolpi@pbc.gov>; PUR-PurchTeam1 <PUR-PurchTeam1@pbc.gov>
Subject: RE: REQUEST TO RENEW CONTRACT #700213RC

Hi Kristen,

You may want to delete the last paragraph. Otherwise, the letter looks good.

Annie

From: Kristen A Monnett <kmonnett@pbc.gov>
Sent: Monday, May 4, 2026 1:21 PM
To: Anne Helfant <AHelfant@pbc.gov>
Cc: Nancy Volpi <NVolpi@pbc.gov>; PUR-PurchTeam1 <PUR-PurchTeam1@pbc.gov>
Subject: RE: REQUEST TO RENEW CONTRACT #700213RC

Hi Anne,

We have not be able to obtain additional information from the vendor.

Please see termination letter attached for your review/approval.

Let me know if you need anything else.

Thank you.

Kristen A. Monnett, Procurement Manager
Palm Beach County Procurement Department
50 S Military Trail, Suite 110
West Palm Beach, FL 33415
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Fax: (561) 242-6729

NIGP NIGP-CPP CERTIFIED PROCUREMENT PROFESSIONAL | NIGP Public Procurement Associate DESIGNATION | NIGP Enabling Regulations & Compliance FOUNDATIONS

From: Anne Helfant <AHelfant@pbc.gov>
Sent: Tuesday, April 14, 2026 9:11 AM
To: Kristen A Monnett <kmonnett@pbc.gov>
Cc: Nancy Volpi <NVolpi@pbc.gov>; PUR-PurchTeam1 <PUR-PurchTeam1@pbc.gov>
Subject: RE: REQUEST TO RENEW CONTRACT #700213RC

Kristen,

I'm still not sure what occurred here. It looks like DeAngelo Contracting Services sold some of its assets to Tigris Aquatic Services, but the documentation does not show what was purchased. Did we originally contract with DeAngelo? Did Tigris Aquatic purchase the liabilities of DeAngelo which include this contract? I need more information that shows who owns what.

Annie

From: Kristen A Monnett <kmonnett@pbc.gov>
Sent: Tuesday, April 7, 2026 3:19 PM
To: Anne Helfant <AHelfant@pbc.gov>
Cc: Nancy Volpi <NVolpi@pbc.gov>; PUR-PurchTeam1 <PUR-PurchTeam1@pbc.gov>
Subject: FW: REQUEST TO RENEW CONTRACT #700213RC

Hi Annie,

See attached asset agreement. This is in regards to Term Contract 700213RC. I have also attached the original solicitation.

Let me know if you need anything else to approve.

Thank you.

Kristen A. Monnett, Purchasing Manager
Palm Beach County Procurement Department
50 S Military Trail, Suite 110
West Palm Beach, FL 33415

Phone: (561) 616-6829
Fax: (561) 242-6729

NIGP NIGP-CPP CERTIFIED PROCUREMENT PROFESSIONAL
NIGP Public Procurement Associate DESIGNATION
NIGP Enabling Regulations & Compliance FOUNDATIONS

From: Anita Borrero <aborrero@tigrisusa.com>
Sent: Friday, April 3, 2026 10:43 AM
To: Kristen A Monnett <kmonnett@pbc.gov>
Cc: PUR-PurchTeam1 <PUR-PurchTeam1@pbc.gov>
Subject: Re: REQUEST TO RENEW CONTRACT #700213RC

This Message Is From an External Sender
This message came from outside your organization.

Attached.
Please let me know what other information you need.

Thank you!

Aquagenix
A TIGRIS COMPANY

ANITA BORRERO
Office Manager, Southeast FL
561.532.4880
aborrero@tigrisusa.com
aquagenixaquatics.com
[tigrisusa.com]
tigrisusa.com [tigrisusa.com]
844.4.TIGRIS

From: Kristen A Monnett <kmonnett@pbc.gov>
Sent: Tuesday, March 31, 2026 2:16 PM
To: Anita Borrero <aborrero@tigrisusa.com>
Cc: PUR-PurchTeam1 <PUR-PurchTeam1@pbc.gov>
Subject: RE: REQUEST TO RENEW CONTRACT #700213RC

> **Caution:** This is an external email and may be malicious. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Was the event that occurred a name change, merger, acquisition, etc?

In this case, it appears the original company was purchased by another. We would need that legal documentation.

Thank you.

Kristen A. Monnett, Purchasing Manager

Palm Beach County Procurement Department

50 S Military Trail, Suite 110

West Palm Beach, FL 33415

Phone: (561) 616-6829

Fax: (561) 242-6729

NIGP NIGP-CPP CERTIFIED PROCUREMENT PROFESSIONAL

NIGP Public Procurement Associate DESIGNATION

NIGP Enabling Regulations & Compliance FOUNDATIONS

From: Anita Borrero <aborrero@tigrisusa.com>
Sent: Tuesday, March 31, 2026 2:11 PM
To: Kristen A Monnett <kmonnett@pbc.gov>
Subject: Re: REQUEST TO RENEW CONTRACT #700213RC

Please let me know what "legal documentation" you need and I'll get it to you!

Thank you!

ANITA BORRERO

Office Manager, Southeast FL

561.532.4880

aborrero@tigrisusa.com

Aquagenix
A TIGRIS COMPANY

aquagenixaquatics.com [tigrisusa.com]

tigrisusa.com [tigrisusa.com]

844.4.TIGRIS

From: Kristen A Monnett <kmonnett@pbc.gov>
Sent: Friday, March 27, 2026 2:32 PM
To: Anita Borrero <aborrero@tigrisusa.com>; Regenia Robinson <RRobinson2@pbc.gov>
Cc: Jason Jones <jjones@tigrisusa.com>; Aaron Powery <apowery@tigrisusa.com>
Subject: RE: REQUEST TO RENEW CONTRACT #700213RC

Caution: This is an external email and may be malicious. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

In order to assign the contract to the new company the legal documentation is required to be submitted by your company and reviewed/approved by our County Attorney. The dollar amounts and other confidential information can be redacted.

Once the County Attorney approved the assignment, your company will need to meet all the requirements (references, licenses, insurance, etc.) of the original solicitation.

Thank you.

Kristen A. Monnett, Purchasing Manager

Palm Beach County Procurement Department

50 S Military Trail, Suite 110

West Palm Beach, FL 33415

Phone: (561) 616-6829

Fax: (561) 242-6729

NIGP NIGP-CPP CERTIFIED PROCUREMENT PROFESSIONAL

NIGP Public Procurement Associate DESIGNATION

NIGP Enabling Regulations & Compliance FOUNDATIONS

From: Anita Borrero <aborrero@tigrisusa.com>
Sent: Friday, March 27, 2026 10:29 AM
To: Regenia Robinson <RRobinson2@pbc.gov>; Kristen A Monnett <kmonnett@pbc.gov>
Cc: Jason Jones <jjones@tigrisusa.com>; Aaron Powery <apowery@tigrisusa.com>
Subject: Re: REQUEST TO RENEW CONTRACT #700213RC

We are unable to submit this renewal online because the company name and tax id number has changed to Tigris Aquatic Services, LLC - we are no longer listed as DeAngelo Contracting Services and I do not have access to that account.

Please let me know how you'd like me to proceed.

Aquagenix
A TIGRIS COMPANY

ANITA BORRERO

Office Manager, Southeast FL

561.532.4880

aborrero@tigrisusa.com

aquagenixaquatics.com [tigrisusa.com]

tigrisusa.com [tigrisusa.com]

844.4.TIGRIS

From: Regenia Robinson <RRobinson2@pbc.gov>
Sent: Thursday, March 26, 2026 8:18 AM
To: Anita Borrero <aborrero@tigrisusa.com>; Kristen A Monnett <kmonnett@pbc.gov>
Cc: Jason Jones <jjones@tigrisusa.com>; Aaron Powery <apowery@tigrisusa.com>
Subject: RE: REQUEST TO RENEW CONTRACT #700213RC

Caution: This is an external email and may be malicious. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Thank you for accepting the renewal.

Please update your information in the Palm Beach County VSSPRD - Welcome to Palm Beach County's Vendor Self-Service (VSS) Registration System (pbc.gov)

to include the DBA and any other required legal documentation so we may proceed with this contract.

Let me know if you have any questions or need assistance.

Thank you,

From: Anita Borrero <aborrero@tigrisusa.com>
Sent: Tuesday, March 24, 2026 4:23 PM
To: Regenia Robinson <RRobinson2@pbc.gov>; Kristen A Monnett <kmonnett@pbc.gov>
Cc: Jason Jones <jjones@tigrisusa.com>; Aaron Powery <apowery@tigrisusa.com>
Subject: Fw: REQUEST TO RENEW CONTRACT #700213RC

Regenia,

Thank you for contacting us about this renewal.

Aquagenix (and all its contracts) was purchased by Tigris Aquatic Services LLC in February 2025. We would be happy to honor the renewal of this contract under Tigris. I have attached a current proof of insurance and have submitted a request for the personalized and updated COI and will forward once I receive from my agent.

Please forward to my corrected email (aborrero@tigrisusa.com) any other forms or paperwork needed.

Thank you!

ANITA BORRERO

Office Manager, Southeast FL

561.532.4880

Aquagenix
A TIGRIS COMPANY

aborrero@tigrisusa.com

aquagenixaquatics.com [tigrisusa.com]

tigrisusa.com [tigrisusa.com]

844.4.TIGRIS

From: Regenia Robinson <RRobinson2@pbc.gov>
Sent: Tuesday, March 24, 2026 10:44 AM
To: Maria Kobrick <mkobrick@deangelocontractingservices.com>; Steve Gregory <sgregory@deangelocs.com>; abene@deangelocontractingservices.com <abene@deangelocontractingservices.com>; Steve Gregory <sgregory@deangelocontractingservices.com>
Cc: Kristen A Monnett <kmonnett@pbc.gov>
Subject: FW: REQUEST TO RENEW CONTRACT #700213RC

You don't often get email from rrobinson2@pbc.gov. Learn why this is important [aka.ms]

Good afternoon,

In accordance with Solicitation # **700213/KP** for **GROUND APPLICATION SERVICE, WEED & VEGE CTRL, TC**, Palm Beach County Board of County Commissioners is requesting **DEANGELO CONTRACTING SERVICES, INC** commitment for the **renewal** of the Contract for the period of **8/12/2026** through **8/13/2027** upon the original terms, conditions, specifications and unit pricing of said contract with no deviations. It is requested that you provide your concurrence to the renewa1l by responding to this email no later than **March 31, 2026.**

By replying to this email with your concurrence to allow for the renewal of the Contract described herein, you are confirming your authority to bind the company.

ADDITIONALLY, PROVIDE A CURRENT CERTIFICATE OF INSURANCE AND FILLED OUT AFFADAVIT.

Palm Beach County shall be named as an additional insured.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners

c/o Purchasing Department

50 South Military Trail, Suite 110

West Palm Beach, FL 33415

E-VERIFY – EMPLOYMENT ELIGIBILITY

Vendor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with and use the E-Verify System (E-Verify.gov), uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Vendor's subconsultants performing the duties and obligations of this order / contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Vendor shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Vendor shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this order / contract which requires a longer retention period.

County shall terminate this order/contract if it has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If County has a good faith belief that Vendor's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Vendor to terminate its order/contract with the subconsultant and Vendor shall immediately terminate its order / contract with the subconsultant.

If County terminates this order / contract pursuant to the above, Vendor shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this order/contract was terminated. In the event of such order/contract termination, Vendor shall also be liable for any additional costs incurred by County as a result of the termination.

Thank you,

Regenia Robinson

Buyer

Palm Beach County- Purchasing Department

50 S. Military Trail, Suite 110

West Palm Beach, FL 33415-3199

Phone: 561-233-2112

Fax:

Email: rrobinson2@pbcgov.org

Purchasing Department Website:

http://discover.pbcgov.org/purchasing

Vendor Self-Service System Website:

VSSPRD - Welcome to Palm Beach County's Vendor Self-Service (VSS) Registration System (pbc.gov)

Our Mission:

"To drive a continuous improvement culture of excellence that

achieves a measurably high level of public satisfaction."

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Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

Inter-Office Memorandum

DATE: May 20, 2026

TO: Tracy Ellison, Deputy County Administrator
County Administration

FROM: Jessica Comis, Purchasing Director
Procurement Department

RE: Request to Terminate Contract No. 20054D, Grounds Maintenance, Green Cay Wetlands – Maia Lawn and Landscape Services, Inc.

BACKGROUND

The purpose of this Memorandum is to request County Administration's review and approval to terminate the following Contract No. 20054D, Grounds Maintenance, Green Cay Wetlands, which is managed by Water Utilities. Pursuant to PPM # CW-L-008, specifically Section II. D. 6, it states, The Procurement Director may "terminate non-construction contracts, including exempt contracts, of any amount in accordance with the terms and conditions of the contract and in consultation with the County Attorney's Office ("CAO"), with the County Administration review and approval...". Please review and approve the following termination of contract request.

SUMMARY

1. Contract No. 20054 for Grounds Maintenance, Green Cay Wetlands was established in in 2021, with a start date of April 1, 2021 through March 31, 2022, with a contract value of $110,350.00. The first twelve (12) month renewal was exercised on April 1, 2022, through March 31, 2023, with a contract value of $110,350.00. The second twelve (12) month renewal was exercised on April 1, 2023, through March 31, 2024, with a contract value of $110,350.00. The third twelve (12) month renewal was exercised on April 1, 2024, through March 31, 2025, with a contract value of $121,385.00, and the final twelve (12) month renewal was established on April 1, 2025, through March 31, 2026, with a contract value of $130,000.00. This term contract was extended for six (6) months, per the Purchasing Director's authority, from April 1, 2026 through September 30, 2026, with no increase to the contract value, while a new solicitation was advertised and awarded.

2. The contract was awarded on a primary basis:

Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

Inter-Office Memorandum (cont.)

a. Lawn and Landscape Services, Inc., was awarded the primary vendor.

3. As a result, Contract No. 20054D will terminate on May 31, 2026, and the new Contract No. 26012-1, awarded to RG Landscaping LLC with a value of $130,000.00 will be effective June 1, 2026.

4. The County Attorney's office has reviewed and approved the termination letter, in accordance with Article #5.f., "Termination for Convenience".

5. Once the termination is approved, the new contract will begin on June 1, 2026.

CONCLUSION

The County is requesting termination of the contract, and per #5, there will be no disruption to services.

Thank you for your review and consideration.

Approved,

Tracy Ellison
Deputy County Administrator

Enclosed:
Termination Letter # 20054D – 05/20/26
CAO email approval – 04/17/26

Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

Form2.VV

May 26, 2026

VC*107986
maialawn@aol.com
561-723-9605

Maia Lawn and Landscape Services, Inc.
6940 Stoney Creek Circle
Lake Worth, FL 33467

Dear Vendor:

This letter is notification that Palm Beach County is electing to terminate contract #20054D for Grounds Maintenance, Green Cay Wetlands, Term Contract in accordance with term #5.f.,Termination for Convenience. This contract is being terminated because a new contract has been awarded. Termination is effective May 31, 2026. All outstanding orders must be completed by May 29 ,2026.

The County appreciates your service on this contract and encourages you to participate in future contracts for this or any service within the capacity of your firm to provide.

Again, let me thank you for your past services to Palm Beach County.

Sincerely,

I. J. Jacobowitz

for Jessica Comis
Director

c: Irwin Jacobowitz, Deputy Director
Jonathan Washington, Senior Buyer
Pam Giust, Water Utilities
File

From: Anne Helfant
To: Jonathan Washington
Cc: Nancy Volpi; PUR-PurchTeam2
Subject: RE: Termination for Convenience - CMA 20054D - Grounds Maintenance, Green Cay Wetlands
Date: Friday, April 17, 2026 9:48:06 AM
Attachments: image001.png

Hi Jonathan,

I would recommend the following:

1. 4th line, delete "solely".
2. 5th line, you need a period between "awarded" and "Termination".
3. Last line, first paragraph, you will need to change the termination date since it is now 4/17/26.
4. Last line, first paragraph, change the first sentence to read: "All outstanding orders must be completed by _________". This date needs to be a few days prior to the termination date.
5. You need to change the date on the top of the letter to the day you send out the letter.
6. In the last paragraph you state the county expects to release a new bid for the grounds maintenance in the near future, but in the first paragraph it states the contract is being terminated because a new contract has been awarded. How can a new contract be awarded if you plan on releasing a new bid in the near future?
7. Does the contractor know we are terminating this contract?

Annie

From: Jonathan Washington <JWashington@pbc.gov>
Sent: Tuesday, April 7, 2026 9:37 AM
To: Anne Helfant <AHelfant@pbc.gov>
Cc: Nancy Volpi <NVolpi@pbc.gov>; PUR-PurchTeam2 <PUR-PurchTeam2@pbc.gov>
Subject: Termination for Convenience - CMA 20054D - Grounds Maintenance, Green Cay Wetlands

Good Morning Anne,

Please review "Termination for Convenience" letter. We are terminating the contract extension because the replacement contract was awarded to a different vendor.

Thank you for your time and have a great day.

Best Regards,

J Washington, Senior Buyer
Palm Beach County Purchasing Department

50 S. Military Trail, Suite 110
West Palm Beach, FL 33415-3199
PHONE: 561-616-6823
FAX: 561-242-6843
jwashington@pbc.gov
Purchasing Department Website:
http://discover.pbcgov.org/purchasing

Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

Inter-Office Memorandum

DATE: May 20, 2026

TO: Tracy Ellison, Deputy County Administrator
County Administration

FROM: Jessica Comis, Purchasing Director
Procurement Department

RE: Request to Terminate Contract No. 555647A, Soaps, Sanitizers, Deodorizers, Cleaners & Supplies, Purchase and Delivery of – United Sales USA Corp

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BACKGROUND

The purpose of this Memorandum is to request County Administration's review and approval to terminate the following Contract No. 555647A, Soaps, Sanitizers, Deodorizers, Cleaners & Supplies, Purchase and Delivery of, which is managed by Procurement. Pursuant to PPM # CW-L-008, specifically Section II. D. 6, it states, The Procurement Director may "terminate non-construction contracts, including exempt contracts, of any amount in accordance with the terms and conditions of the contract and in consultation with the County Attorney's Office ("CAO"), with the County Administration review and approval...". Please review and approve the following termination of contract request.

SUMMARY

1. Contract No. 555647 for Soaps, Sanitizers, Deodorizers, Cleaners & Supplies, Purchase and Delivery of was established in 2024, with a start date of September 10, 2024 through September 9, 2025 with a contract value of $75,000.00. The term contract was renewed on September 10, 2025 through September 9, 2026 with a contract value of $90,000.00.

2. The contract was awarded on a primary basis: DeAngelo Contracting Services, LLC, was awarded the primary vendor.

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West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

3. This contract was requested to be terminated by the vendor on April 29, 2026 due to an error in the unit pricing.

4. The County Attorney's office has reviewed and approved the termination letter, in accordance with Article #5f, "Termination for Convenience".

5. As a result, the current commodity awarded to United Sales USA Corp will be added to the MRO contract, 151016 and 650567-1, until a new solicitation can be advertised and awarded.

CONCLUSION

The County is requesting termination of the contract, and per #5, there will be no disruption to services.

Thank you for your review and consideration.

Approved,

Tracy Ellison
Deputy County Administrator

Enclosed:
Termination Letter # 555647A – 05/20/26
CAO email approval – 5/8/26
Vendor Withdrawal – 04/29/26

PALM BEACH COUNTY FLORIDA

Procurement Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/procurement

May 26, 2026

VS*33321
tzvi@unitedsalesusa.com
(718) 709-5900

United Sales USA Corp
8640 NW 39th Court
Coral Springs, FL 33065

RE: Term Contract #555647A
Soaps, Sanitizers, Deodorizers, Cleaners & Supplies, Purchase and Delivery, Term Contract

Dear Vendor:

I am in receipt of your correspondence dated April 29, 2026, where you request to withdraw from the above referenced contract based on an error in your unit pricing.

Please be advised that when you provide an offer to the County, which is accepted by the County, a binding contract is created. The County expects vendors to meet their contractual obligations fully and professionally. Failure to do so is a breach of contract and may result in termination of contract and the imposition of sanctions against your company from doing future business with the County for a period of up to two (2) years. It is the vendor's responsibility to understand and be prepared to meet all terms and conditions as stated in the solicitation, once they have been awarded the contract.

With that said, I will allow you to withdraw from the above referenced contract and we will not pursue sanctions against your company based on the facts presented. Accordingly, the above referenced contract is terminated immediately. Please note this is an exception to our policy and any future failures to meet contractual obligations may result in sanctions being imposed against your company.

Sincerely,

for Jessica Comis
Director

c: Kristen A. Monnett, Procurement Manager
Victoria Handy, Procurement Concierge
Zulma Gasca, Procurement Compliance Manager
Tony Rodriguez, Procurement Warehouse
File

From:	Anne Helfant
To:	Kristen A Monnett
Cc:	Nancy Volpi; PUR-PurchTeam1
Subject:	RE: 555647A TERMINATION LETTER
Date:	Friday, May 8, 2026 9:54:29 AM
Attachments:	image001.png image002.png image003.png

Hi Kristen,

The letter looks good. My only comment is all references of "firm" should be changed "company".

Annie

From: Kristen A Monnett <kmonnett@pbc.gov>
Sent: Friday, May 8, 2026 9:39 AM
To: Anne Helfant <AHelfant@pbc.gov>
Cc: Nancy Volpi <NVolpi@pbc.gov>; PUR-PurchTeam1 <PUR-PurchTeam1@pbc.gov>
Subject: 555647A TERMINATION LETTER

Hi Annie,

Please see attached termination letter for your review and approval.

I have spoken with Jessica regarding this matter and we agree to allow the vendor to withdraw without sanctions as the warehouse was unable to utilize the contract for this first year for the vendor to become aware of the error.

Let me know if you need anything else.

Thank you.

Kristen A. Monnett, Procurement Manager
Palm Beach County Procurement Department
50 S Military Trail, Suite 110
West Palm Beach, FL 33415
Phone: (561) 616-6829
Fax: (561) 242-6729

From: tzvi@unitedsalesusa.com
To: Kristen A Monnett
Cc: sol@unitedsalesusa.com
Subject: RE: TERM CONTRACT 555647A, SOAPS, SANITIZERS, DEODORIZERS, CLEANERS & SUPPLIES
Date: Wednesday, April 29, 2026 3:57:09 PM
Attachments: image001.png
image010.png
image011.png
image012.png
image013.png
image014.png

This Message Is From an External Sender
This message came from outside your organization.

Thanks Kristen,

Please point us to the decision maker regarding future business.

Best Regards,

Tzvi Fridman
☎718 709-5900
Fax 718 709-7705
www.unitedsalesusa.com

united sales usa logo

From: Kristen A Monnett <kmonnett@pbc.gov>
Sent: Wednesday, April 29, 2026 2:38 PM
To: tzvi@unitedsalesusa.com
Cc: sol@unitedsalesusa.com
Subject: RE: TERM CONTRACT 555647A, SOAPS, SANITIZERS, DEODORIZERS, CLEANERS & SUPPLIES

Good afternoon,

Thank you for your response.

Per page 6, term 3.g.6., the unit price offered prevails. The vendor must provide their unit pricing offered. Reverse math cannot be performed by the County, as the County would then be indicating/assuming the vendor's unit price.

At this time the County does not have online bidding and therefore this is our process.

In addition, there was a wide range of pricing for this item.

The County cannot determine whether a vendor's price is too high or too low. Vendors do not all have the same overhead, costs, deals, discounts, inventory, etc.

After solicitation submission, there is not an opportunity to change/correct pricing.

If your company cannot perform, withdrawal might need to be considered.

I am not the decision maker regarding sanctions, and would not be able to guarantee your company would not be suspended from doing buisness with the County.

From: tzvi@unitedsalesusa.com <tzvi@unitedsalesusa.com>
Sent: Wednesday, April 29, 2026 12:09 PM
To: Kristen A Monnett <kmonnett@pbc.gov>
Cc: sol@unitedsalesusa.com
Subject: RE: TERM CONTRACT 555647A, SOAPS, SANITIZERS, DEODORIZERS, CLEANERS & SUPPLIES

Hi Kristen,

We apologize for the decimal error in the bid document. However, as shown in our total offer amount of $6,622.44 in the bid submission (screenshot attached), our intended unit price was 0.9515, not 0.09515. The calculation confirms this clearly: 0.9515 x 6,960 = $6,622.44.

Because your bid document was provided as a PDF rather than an Excel file, the per-ounce entry required manual conversion from the case price. That process is tedious and increases the likelihood of a decimal placement error, which appears to be what happened here.

You can also see that if our total bid were only $662, it would have been drastically lower than all other bidders and would have appeared suspiciously low.

Please let us know if you need any additional clarification.

We respectfully ask that you consider this human error in context and not penalize us in the form of a breach of contract or a two-year ban.

Please let us know if you need any additional clarification.

Best Regards,

Tzvi Fridman

☎718 709-5900

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---------- Forwarded message ---------
From: **Kristen A Monnett** <kmonnett@pbc.gov>
Date: Tue, Apr 28, 2026, 4:26 PM
Subject: TERM CONTRACT 555647A, SOAPS, SANITIZERS, DEODORIZERS, CLEANERS & SUPPLIES
To: bids@unitedsalesusa.com <bids@unitedsalesusa.com>

Good afternoon,

It has come to my attention that your company has notified the Purchasing Warehouse that your company is unable to honor the pricing quoted under the above referenced term contract for DO IREP041926*403. Be advised this is a breach of contract, and could result in sanctions being instituted against your firm. Please advise of your company's intent to fulfill these contractual obligations or your company's intent to request unilateral withdrawal by 05/01/2026. Again, your company can be suspended from doing business with the County for a period of up to 2 years.

Thank you.

Kristen A. Monnett, Procurement Manager
Palm Beach County Procurement Department
50 S Military Trail, Suite 110
West Palm Beach, FL 33415
Phone: (561) 616-6829
Fax: (561) 242-6729