

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR BID NO: 15-06 PURCHASE OF SULFURIC ACID FOR ST. JOHNS COUNTY UTILITY DEPARTMENT.**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Shrieve Chemical Company, Inc to provide sulfuric acid to the St. Johns County Utility Department on an as needed basis; and

**WHEREAS**, the scope of the service shall include delivering sulfuric acid to the specified location(s), as requested from the SJC Utility Department, as required in the scope of work in the bid document; and

**WHEREAS**, through the County's formal bid process, Shrieve Chemical Company, Inc was the lowest bidder, and was determined to be a responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and

**WHEREAS**, the contract is being funded by the SJC Utility Department; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, and incorporated herein) and finds that entering into the contract serves a public purpose.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:**

**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

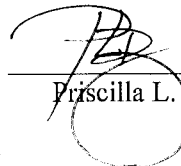
**Section 2.** The County Administrator, or designee, is hereby authorized to award Bid No: 15-06 to Shrieve Chemical Company, Inc.

**Section 3.** The County Administrator, or designee, is further authorized to execute a contract in substantially the same form and format as attached hereto to Shrieve Chemical Company, Inc. on behalf of the County for the purchase of sulfuric acid as specifically provided in the Bid Documents for Bid No 15-06.


**Section 4.** To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 16 day of December, 2014.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By:   
Priscilla L. Bennett, Chair

**ATTEST:** Cheryl Strickland, Clerk

By:   
Deputy Clerk

**RENDITION DATE** 12/18/14



**CONTRACT AGREEMENT**  
**BID NO: 15-06; PURCHASE OF SULFURIC ACID**  
**Master Contract #: 14-MCC-SHR-05932**

This Contract Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **St. Johns County, FL**, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "**St. Johns County**" or "**County**", and **Shrieve Chemical Company, Inc.**, authorized to do business in the State of Florida, hereinafter referred to as the "**Contractor**", with mailing address 204 S Lake Florence Drive, Winter Haven, FL 33884, Phone: (800) 367-4226, Fax: (281) 367-0071 and email: cburns@shrieve.com.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 – DURATION and RENEWAL**

This Contract Agreement shall become effective on January 4, 2015, shall be in effect for an initial contract term of one (1) calendar year, and may be renewed for up to a maximum of four (4) one (1) year periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County's determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall consist of all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Change Orders. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Contract Agreement.

**ARTICLE 3 - SERVICES**

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to **provide sulfuric acid** as needed by the SJC Utility Department in accordance with Bid No: 15-06 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the St. Johns County Utility Department, or an authorized designee, who shall act as St. Johns County's representative, along with the SJC Purchasing Department representative during the performance of this Contract Agreement.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with the schedule set forth in the specifications, and as coordinated with the authorized designee(s) in each respective SJC Department, throughout the duration of the contract. No changes to said schedule shall be made without prior written authorization from one of St. Johns County's representatives.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. St. Johns County shall compensate the Contractor based upon the Unit Price of one dollar eighteen cents (\$1.18) per gallon, as submitted in the bid proposal, accepted by the County, and provided herein. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County Utility Department, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, the Contractor's compensation shall be based upon the Contractor's adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor's compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Contract Agreement.

- C. The Contractor shall bill the County at the end of each month, for Services satisfactorily performed. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Services, and as specified in the Bid. The County may return a bill/invoice from the Contractor, and request additional documentation/information when necessary to validate payment. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:
  - SJC Utility Dept
  - ATTN: Frank Kenton
  - 1205 State Road 16
  - St. Augustine, FL 32084
- F. FINAL INVOICE: In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "final invoice" on the final bill/invoice submitted to the County for payment. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Contract Agreement.

**ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 4 within eighteen (18) months following final payment.

**ARTICLE 7 – TERMINATION**

- A. This Contract may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least fourteen (14) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

**ARTICLE 8 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Contractor fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 9 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All of the Services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**ARTICLE 10 – SUBCONTRACTING**

St. Johns County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

**ARTICLE 11 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Contract Agreement.

**ARTICLE 12 – AVAILABILITY OF FUNDS**

St. Johns County's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

**ARTICLE 13 - INSURANCE**

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by St. Johns County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall

not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

#### **ARTICLE 14 - INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County, its officers, and employees, from all liabilities, damages, losses, and costs arising under this Contract Agreement, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, act, or omission of the Contractor or any other person employed or utilized by the Contractor, whether intentional or unintentional.

#### **ARTICLE 15 - SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

#### **ARTICLE 16 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 17 - CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify St. Johns County, in writing, by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if

entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within 30 days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract Agreement.

#### **ARTICLE 18 - EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, St. Johns County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

#### **ARTICLE 19 - ARREARS**

The Contractor shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

#### **ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by St. Johns County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of St. Johns County. All persons engaged in any of the work or services performed pursuant to this Contract Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to St. Johns County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

## **ARTICLE 22 - CONTINGENT FEES**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

## **ARTICLE 23 - ACCESS AND AUDITS**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. St. Johns County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

## **ARTICLE 24 - NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

## **ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Contract Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

## **ARTICLE 26 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

## **ARTICLE 27 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

## **ARTICLE 28 - SEVERABILITY**

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 29 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Contract Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending

the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

#### **ARTICLE 30 - FLORIDA LAW & VENUE**

This Contract Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

#### **ARTICLE 31 - ARBITRATION**

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract Documents or in connection with the project in any manner whatsoever.

#### **ARTICLE 32 - NOTICES**

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
**Attn: Jaime Locklear, CPPB, Contract Coordinator**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Shrieve Chemical Company, Inc  
**Attn: Ms. Kristina Mordaunt, Corporate Secretary**  
1755 Woodstead Court  
The Woodlands, TX 77380

#### **ARTICLE 33 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

#### **ARTICLE 34 - PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
  - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
  - (4) Meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any



duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

C. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.

**ARTICLE 35 – NO THIRD PARTY BENEFICIARIES**

Both the County and the Contractor explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**ARTICLE 36 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**ARTICLE 37 – SURVIVAL**

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

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IN WITNESS WHEREOF, authorized representatives of the County, and Contractor have executed three (3) original copies this Contract Agreement on the date and year below noted.

**ST. JOHNS COUNTY, FL:**

\_\_\_\_\_  
Dawn Cardenas, Purchasing Manager

\_\_\_\_\_  
Date

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Date of Execution

**ATTEST:  
CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Shrieve Chemical Company, Inc  
Company Name

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**BID NO: 15-06; PURCHASE OF SULFURIC ACID**  
**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the unit prices per location as submitted on the bid proposal and approved by the County. The Unit Price shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to the applicable Contract Amendment.

Pricing adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first day of the applicable renewal period.

**EXHIBIT "B"**  
**BID NO: 15-06; PURCHASE OF SULFURIC ACID**  
**CONTRACT SCHEDULE**

The Contract Period for this scope of work shall be as follows:

*Initial Contract* – Shall become effective on January 4, 2015, and shall remain in effect for a period of one (1) year, or until funds may become exhausted.

*Contract Renewal/s* – The contract may be renewed for four (4), one (1) year terms upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued need of the County for services.



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Frank Kenton, Utility Administrative Manager  
**FROM:** Jaime Locklear, CPPB, Contract Coordinator *[Signature]*  
**SUBJECT:** Transmittal of Bids Received for Bid No. 15-06, Purchase of Sulfuric Acid for SJC  
Utility Department  
**DATE:** November 5, 2014

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Department Head Approval *C. J. Kenton*

Date *11/10/14*

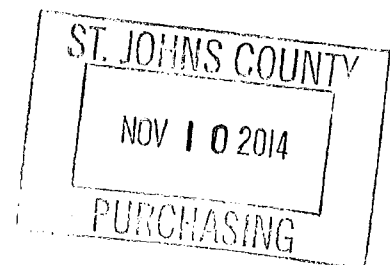
Budget Amount *\$ 154,980*

Account Funding Title *Operating Supplies*

Funding Charge Code *4411-55200*

Award to *Shrieve Chemical Company, Inc.*

Award Amount *Based on usage*



**ST. JOHNS COUNTY  
 BID TABULATION**

**BID TITLE** PURCHASE OF SULFURIC ACID FOR ST. JOHNS COUNTY  
 UTILITY DEPARTMENT

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
 DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
 SHALL FILE WITH THE PURCHASING DEPARTMENT FOR  
 ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT  
 FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
 HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL  
 HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION  
 PROTEST PROCEDURES MAY BE OBTAINED IN THE  
 PURCHASING DEPARTMENT.

**OPENED BY** \_\_\_\_\_  
**TABULATED BY** \_\_\_\_\_  
**VERIFIED BY** \_\_\_\_\_

**LEIGH DANIELS**  
**JANIE LOCKLEAR**

**BID NUMBER** 15-06  
**OPENING DATE/TIME** November 5, 2014 2:00 PM

**POSTING DATE/TIME** FROM 11/05/14 3:00 PM UNTIL 11/10/14 3:00 PM  
 PURCHASING DEPARTMENT.

BIDDERS	UNIT PRICE PER GALLON	BID BOND					
SHERVEE CHEMICAL COMPANY INC	\$1.18	YES					

**BID AWARD DATE** - \_\_\_\_\_

Copy

BID NO: 15-06

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Sulfuric Acid for SJC Utility Department

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: 11/4/14

BID PROPOSAL OF

Shrieve Chemical Company Inc.  
Full Legal Company Name

204 S. Lake Florence Dr. Winter Haven, FL 33884      800-367-4226      781-367-0011  
Mailing Address      Telephone Number      Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 15-06; Purchase of Sulfuric Acid for SJC Utility Department in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BID:

FOR: Purchase of Sulfuric Acid for SJC Utility Department

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the unit price submitted below. The unit price multiplied by quantities ordered shall be final cost to St. Johns County, FL. No fuel surcharges, transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

Unit Price per Gallon: \$ 1.18  
Unit Price Bid Written in Numerals

One dollars + eighteen cents / 100  
Unit Price Bid Written in Words

Estimated Annual Usage = +/- 126,000 gallons

Minimum Load Amount per Delivery: 2,500 gallons  
Maximum Load Amount per Delivery: 5,000 gallons

St. Johns County, FL may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for St. Johns County, FL as a whole.

During the preparation of the Bid, the following addenda, if any, were received:

No.: N/A Date Received:

No.: N/A Date Received:

No.: N/A Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by St. Johns County, FL, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by St. Johns County, FL.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of the estimated Total Annual Price Bid, payable to St. Johns County, FL, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of St. Johns County, FL, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

**CORPORATE/COMPANY**

Full Legal Company Name: Shrieve Chemical Company (Seal)

By: Kristina Mordaunt Kristina Mordaunt, Corporate Secretary  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: 1755 Woodstead Ct, The Woodlands, TX 77380

Telephone No.: (281) 367-4226 Fax No.: (281) 367-0071

Email Address for Authorized Company Representative: cburns@shrieve.com

Federal I.D. Tax Number: 74-1994881 DUNS #: 09-397-2609  
(if applicable)

**INDIVIDUAL**

Name: N/A  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" – Affidavit
  - ~~Attachment "B" – Certificate as to Corporate Principal~~
  - Attachment "C" – License / Certification List
  - Attachment "D" – List of Proposed Sub-Contractors
  - Attachment "E" – References
  - ~~Bid Bond Form~~
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.



# *State of Florida*

## *Department of State*

I certify from the records of this office that SHRIEVE CHEMICAL COMPANY is a Texas corporation authorized to transact business in the State of Florida, qualified on November 20, 2003.

The document number of this corporation is F03000005952.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on March 18, 2014, and its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Third day of November, 2014*



*Ken Deitzner*  
*Secretary of State*

Authentication ID: CU5159910348

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

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

ATTACHMENT "A"

**ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT**

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY,  
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Chris Buras who being duly sworn, deposes and says he is Vice President (Title) of the firm of Shrive Chemical Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 15-06, Purchase of Sulfuric Acid for SJC Utility Department, in St. Johns County, Florida.

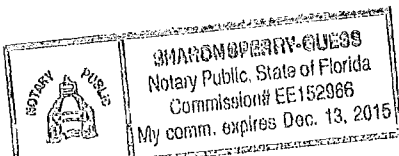
The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

Shrive Chemical  
(Bidder)  
By: [Signature]  
VP - Southeast  
(Title)

Sworn and subscribed to me this 3<sup>rd</sup> day  
of November, 2014.

Notary Public:  
[Signature]  
Signature  
Sharon Sperry-Cress  
Printed

My commission Expires: Dec 13, 2015



~~BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.~~

**ATTACHMENT "C"**  
**LICENSE / CERTIFICATION LIST**

In the space below, the Bidder shall list all **current** licenses and certifications held.

*The bidder shall attach a copy of each current license or certification listed below to this form.*

License Name	License #	Issuing Agency	Expiration Date
Responsible Care Cert	N/A	National Ass of Chemical Distributors	N/A

**ATTACHMENT "D"**  
**LIST OF PROPOSED SUBCONTRACTORS**

All subcontractors are subject to approval of Owner. The following are subcontractors proposed to be used in connection with this work:

**DIVISION OF WORK**

**NAME AND ADDRESS OF SUBCONTRACTORS**

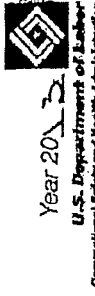
Contract Carrier  
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Florida Rock & Tank Lines  
200 W Forsyth St. 7<sup>th</sup> Floor  
Jacksonville, FL 32202  
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# Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Establisher name: Black & Veatch Inc  
Occupational Safety and Health

Identify the person		Describe the case		Classify the case		Enter the number of days for the number of days away from work or restriction		On job restriction	
(A) Case no.	(B) Employer's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/inhance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	(1) Days away from work	(2) Days on job restriction	(3) Days away from work	(4) Days on job restriction
1		Operator	December 12/30	Neighborhood	Face Distal Vein Injury	2	0		
					is right face				
					pulling on water main				
					building door				
2		Driver	3/16	PCC Swift	Acoustic on arms and face	0	0		
					cutting in				
3		Driver	2/11		Knot on head	0	0		

Public reporting burden for this collection of information is estimated to average 18 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comment about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Be sure to transfer these totals to the Summary page (Form 3004) before you post it.

Page totals: 0 1 0 2 2 0

Light	0
Severe	0
Very Severe	0
Death	0
Days away from work	2
Job transfer or restriction	0
Medical treatment beyond first aid	0
Loss of consciousness	0
Other	0
Total	2

OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904-55, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	2
(a)	(b)	(c)	(d)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
2	0
(e)	(f)

### Injury and Illness Types

Total number of... (M)	(1) Injuries	3	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0	
(3) Respiratory conditions	0	(6) All other illnesses	0	

Post this Summary page from February 1 to April 30 of the year following the year covered by the forms.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search existing data sources, gathering the data, reviewing the collection of information, and the collection of information. Send comments to Washington, DC 20230. Do not send the completed form to this office.

### Establishment Information

Your establishment name: Florida Truck Trailers  
 Street: 17607 SE 00 157  
 City: Wine Springs State: FL ZIP: 32096  
 Industry description (e.g., Manufacturing of motor truck trailers):  
Truck Trailer Bodies  
 Standard Industrial Classification (SIC), if known (e.g., 3715)  
 OR  
 North American Industrial Classification (NAICS), if known (e.g., 356212)

### Employment Information (If you don't have these figures, see the instructions on the back of this page to estimate)

Annual average number of employees: 51  
 Total hours worked by all employees last year: 148,500

### Sign here

Knowing falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]  
 Title: Owner  
 Date: 01/15/14

# Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during this year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 307 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(3) <u>0</u>	(4) <u>0</u>	(5) <u>0</u>	(6) <u>0</u>

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(7) <u>0</u>	(8) <u>0</u>

### Injury and Illness Types

Total number of...	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(1) Injuries <u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(2) Skin disorders <u>0</u>			
(3) Respiratory conditions <u>0</u>			

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate of burden, including suggestions for reducing the burden, write to the Office of Management and Budget, Paperwork Project Director, Washington, DC 20503. Do not send the completed form to this office.

### Establishment information

Your establishment name Florida Truck Terminals  
 Street 17607 SE CR 157  
 City White Springs State FL 32096

Industry description (e.g., Manufacturer of motor truck trailers)  
Truck Trailers Carrier

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR  
 North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 45  
 Total hours worked by all employees last year 133,500

Sign here [Signature]  
 Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]  
286397-2116  
01/13



Year 2012

U.S. Department of Labor  
Occupational Safety and Health Administration

Form OSHA 300 (Rev. 01/2004)

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

# OSHA's Form 300 (Rev. 01/2004)

## Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

From approved OSHA no. 11316-0126  
Establishment name: FL Eagle Solarline  
City: Atlanta GA State: GA

Identify the person		Describe the case		Classify the case																		
(A)	(B)	(C)	(D)	(E)	(F)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:																
Case no.	Employer's name	Job title (e.g., Welder)	Date of injury or onset of illness	Where the event occurred (e.g., Loading dock north end)	Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from oxyacetylene torch)	Away from work (K)	On job transfer or restriction (L)	Days away from work											Job transfer or restriction (M)	Medical treatment beyond first aid (N)	Days lost due to permanent impairment (O)	Total number of days lost (P)

Page totals 0

Be sure to transfer these totals to the Summary page (form 300) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3154, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this notice.

Page 1 of 1



# Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review this OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.55, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (g)	1 (h)	0 (i)	0 (j)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
72 (k)	0 (l)

### Injury and Illness Types

Total number of . . .	(4) Poisonings	_____
(1) Injuries	(5) Hearing loss	_____
(2) Skin disorders	(6) All other illnesses	_____
(3) Respiratory conditions		_____

Fill this Summary page from February 1 to April 30 of the year following the year covered by the form.

While reporting incidents for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information, there are no charges to respond to this collection of information unless it includes a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA-Office of Statistical Analysis, Room N-3644, 300 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

**Establishment Information**  
 Year establishment name: FLORIAN ROCK & PAUL WINE  
 Street: 17607 S.E. COUNTY RD. 137  
 City: WHITE SPRINGS State: FL ZIP: 32096

Industry Description (e.g., *Manufacture of new, track tractors*): TRACTOR MANUFACTURING  
 Standard Industrial Classification (SIC), if known (e.g., 3715): \_\_\_\_\_  
 OR  
 North American Industrial Classification (NAICS), if known (e.g., 35222): \_\_\_\_\_

**Employment Information** (If you don't have these figures, see the Worksheet on the last of this page to calculate.)  
 Annual average number of employees: 41  
 Total hours worked by all employees last year: 124,025

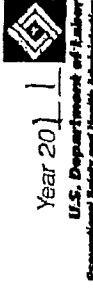
**Sign here**  
 Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.  
 Signature: TEJANIL MARIANO  
 Title: 125-12  
 Date: 0860397-2116

# Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.



Establishment Name: FLIGHT LOG SYSTEMS State: FL  
QUIETSPRINGS

Identify the person		Describe the case				Classify the case		CHECK ONLY ONE box for each case based on the most serious outcome of that case:											
(A) Case No.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock work area)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burn on right forearm from oxyacetylene torch)	(1) Fatal	(2) Days Away	(3) Restricted Work	(4) Job Transfer	(5) Medical Treatment	(6) First Aid	(7) Lost Workdays	(8) Lost Productive Time	(9) Voluntary Quits	(10) Other				
1		DIVISION	10/20	PAVIMENT SITE	SPLITTED OFF SHOULDER/ARM		12	0	0	0	0	0	0	0	0				

Public reporting burden for this collection of information is estimated to average 16 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, reviewing the collection of information, and completing and reviewing the collection of information. Send comments to Washington Headquarters Service, U.S. Department of Commerce, 4800 L'Enfer Drive, Bethesda, MD 20814. Do not send the collection of information to Washington. If you are unable to send this information by the methods indicated above, you may mail it to the U.S. Department of Commerce, 4800 L'Enfer Drive, Bethesda, MD 20814.



# Shrieve Chemical Company

1755 Woodstead Court  
The Woodlands, Texas 77380

800-367-4226  
Fax: 281-367-0071

November 3, 2014

**Re: Bid NO: 15-06-Purchase of sulfuric acid for SJC Utility Department**

Company name: Shrieve Chemical  
Address: 204 S Lake Florence Dr. Winter Haven, FL 33884  
Phone: 800-367-4226  
Type: Corporation

Regards,

Chris Burns

**Shrieve Chemical, SE Region**  
204 S Lake Florence Dr. Winter Haven, FL 33884  
P 800.367.4226 F 281.367.0071

**To:** St. Johns County Purchasing Department

**From:** Shrieve Chemical

**Date:** 11/4/14

**Re:** Bid no: 15-06 Purchase of Sulfuric acid for SJC Utility Department-Contacts with 24 hour access

**1. Shrieve Chemical Customer service**

**800.367.4226**

**2. Chemtrec**

**800.424.9300**

**3. Chris Burns-Shrieve Chemical-Manager**

**407.927.5544**

**4. Ted Theadgill-Shrieve Chemical-Manager**

**863.325.6006**

**To:** St. Johns County Purchasing Department

**From:** Shrieve Chemical

**Date:** 11/4/14

**Re: Bid No: 15-06 Purchase of Sulfuric acid for SJC Utility Department-Current customers located in St Johns or adjacent counties**

1. Jacksonville Utility Authority (JEA Brandy Branch)-Mark Yordy. 904.665.7945
2. Jacksonville Utility Authority (JEA Northside)-Farid Zahir. 904.665.6576
3. City of St. Augustine-Patrick Timoney. 904.823.2204
4. City of Palm Coast-David Klages. 386.986.2337

**To:** St Johns County Purchasing Department

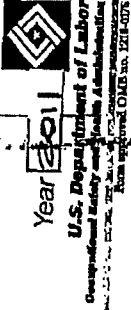
**From:** Shrieve Chemical

**Date:** 11/4/14

**Re: Bid NO: 15-06-Purchase of sulfuric acid for SJC Utility Department-Shipping origin**

**Shipping origin will be Jacksonville, FL**

# Summary of Work-Related Injuries and Illnesses



Year 2011

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths  (9)

Total number of cases with days away from work  (10)

Total number of cases with job transfer or restriction  (11)

Total number of other recordable cases  (12)

### Number of Days

Total number of days away from work  (13)

Total number of days of job transfer or restriction  (14)

### Injury and Illness Types

Total number of... (14)

(1) Injuries	<input type="text" value="0"/>	(4) Poisonings	<input type="text" value="0"/>
(2) Skin disorders	<input type="text" value="0"/>	(5) Hearing loss	<input type="text" value="0"/>
(3) Respiratory conditions	<input type="text" value="0"/>	(6) All other illnesses	<input type="text" value="0"/>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Publicly available information for this collection of information is estimated to average 55 minutes per response, including time to review the instructions, search and gather the data needed, and complete the form. For the collection of information, please refer to the instructions, search and gather the data needed, and complete the form. For the collection of information, please refer to the instructions, search and gather the data needed, and complete the form. For the collection of information, please refer to the instructions, search and gather the data needed, and complete the form.

### Establishment Information

Your establishment name Shrieve Chemical Co.

Street 1135 Woodskeland Ct

City Woodlands State TX ZIP 77380

Industry description: (e.g., Manufacturer of motor truck trailers)

Chemical Marketing Company

North American Industrial Classification (NAICS), if known (e.g., 336212)

422000

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees

Total hours worked by all employees last year 109,598 hrs

Sign here [Signature]

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Signature Treasurer [Signature]

Date 2/1/2011

OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.55, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths  (g) Total number of cases with days away from work  (h) Total number of cases with job transfer or restriction  (i) Total number of other recordable cases  (j)

### Number of Days

Total number of days away from work  (k) Total number of days of job transfer or restriction  (l)

### Injury and Illness Types

Total number of... (M)

(1) Injuries	<input type="text" value="0"/>	(4) Poisonings	<input type="text" value="0"/>
(2) Skin disorders	<input type="text" value="0"/>	(5) Hearing loss	<input type="text" value="0"/>
(3) Respiratory conditions	<input type="text" value="0"/>	(6) All other illnesses	<input type="text" value="0"/>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data, reviewing the collection of information, reviewing the collection of information, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington, DC 20503. Do not send this information to the Office of Management and Budget, Paperwork Project, Washington, DC 20503.

### Establishment Information

Your establishment name   
 Street   
 City  State  ZIP

Industry description (e.g., Manufacturer of motor truck engines)

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, use the Worksheet on the back of this page as estimates)

Annual average number of employees   
 Total hours worked by all employees last year

Sign here

Knowingly falsifying this document may result in a fine.

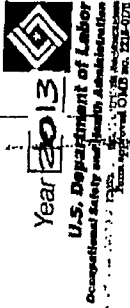
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Signature   
 Title   
 Date



OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses



Year **2013**

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	0	(3)	Total number of cases with job transfer or restriction	0	(4)	Total number of other recordable cases	0	(5)
------------------------	---	-----	--	---	-----	--	---	-----

### Number of Days

Total number of days away from work	0	(6)	Total number of days of job transfer or restriction	0	(7)
-------------------------------------	---	-----	---	---	-----

### Injury and Illness Types

Total number of...	0	(8)	(4) Poisonings	0
(1) Injuries	0	(9)	(5) Hearing loss	0
(2) Skin disorders	0	(10)	(6) All other illnesses	0
(3) Respiratory conditions	0	(11)		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the instructions, search and review the instructions, search and gather the data, review the data, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503. Do not send this information to the office.

### Establishment Information

Your establishment name: **Shrieve Chemical Co.**  
 Street: **1735 Woodboard Ct**  
 City: **Woodlands** State: **TX** ZIP: **77380**

Industry description (e.g., Manufacturer of motor truck trailers)

**Chemical Marketing Company**  
 North American Industrial Classification (NAICS), if known (e.g., 336212)  
**422000**

Employment information (If you don't have these figures, see the Worksheet on the back of this page for estimates.)

Annual average number of employees: **70**

Total hours worked by all employees last year

Sign here: **[Signature]**  
 Total hours worked by all employees last year: **145,000**

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Treasurer: **[Signature]**  
 Title: **Treasurer**  
 Date: **2/28/14**  
 Phone: **281-367-4220**

OSHA Form 300A-100, 2004-07-01

**ATTACHMENT "E"**  
**REFERENCES**

Each Bidder shall submit a list of ten (10) references that use or have used its products at both water and wastewater treatment plants in the past three (3) years. The references shall be Utility representatives, operators, or users of the products, not the purchasing agents for the entity. The full contact information for each reference shall be placed in the spaces provided below.

1. Contact Name/Title: David Klages / Technician  
 Name of Firm/Entity: City of Palm Coast  
 Description/Dates of Services Provided: Supply sulfuric acid - '09-present  


---

 Address: 160 Cypress Point Pkwy SL B-106 Palm Coast, FL 32164  
 Phone #: 386-986-2337 Fax #: 386-986-3224  
 Email Address: dklages@palmcoastgov.com
  
2. Contact Name/Title: Bobby Gibbs / Chief Operator  
 Name of Firm/Entity: Bay County Water Treatment Plant  
 Description/Dates of Services Provided: Sulfuric Acid Supply '10-present  


---

 Address: 3400s transmitter Rd Panama City, FL - 32401  
 Phone #: 850-872-4786 Fax #: N/A  
 Email Address: bgibbs@baycountyfl.gov
  
3. Contact Name/Title: Diane Blanton / Production Management  
 Name of Firm/Entity: City of Tallahassee  
 Description/Dates of Services Provided: Sulfuric acid supply '10-present  


---

 Address: 2602 Jackson Bluff Rd Tallahassee, FL 32304  
 Phone #: 850-891-5540 Fax #: 850-891-5162  
 Email Address: Diane.Blanton@tal.gov.com
  
4. Contact Name/Title: Mike Yurdy / Planner  
 Name of Firm/Entity: JEA  
 Description/Dates of Services Provided: Supply sulfuric acid '10-present  


---

 Address: 15701 W Beaver St Jacksonville, FL 32234  
 Phone #: 904-665-7945 Fax #: 904-665-3470  
 Email Address: yurdms@jea.com
  
5. Contact Name/Title: Fard Zaher / Process Chemistry Manage.  
 Name of Firm/Entity: JEA  
 Description/Dates of Services Provided: Supply sulfuric acid '10-present  


---

 Address: 4337 Hecksher Dr. Jacksonville, FL 32226  
 Phone #: 904-665-6526 Fax #: 904-665-6731  
 Email Address: Zahinf@jea.com
  
6. Contact Name/Title: Chris Hoffman / Technician  
 Name of Firm/Entity: City of Cape Coral  
 Description/Dates of Services Provided: Sulfuric Acid supply '09-present  


---

 Address: 70 Box 158027 Cape Coral, FL 33915  
 Phone #: (239) 574-0831 Fax #: N/A  
 Email Address: choffman@copecoral.net

**ATTACHMENT "E" Continued  
REFERENCES**

7. Contact Name/Title: Philip Skidmore / Chief Operator  
 Name of Firm/Entity: City of Dania Beach  
 Description/Dates of Services Provided: Sulfuric acid supply - '00 - present  
 Address: 1201 Stirling Rd Dania Beach FL  
 Phone #: 954-924-3616 Fax #: N/A  
 Email Address: pskidmore@ci.dania-beach.fl.us
  
8. Contact Name/Title: Ali Leapart  
 Name of Firm/Entity: Gainesville Renewable Energy Center  
 Description/Dates of Services Provided: Sulfuric acid supply - '11 - present  
 Address: 11201 NW 13<sup>th</sup> St. Gainesville, FL 32603  
 Phone #: 386-315-8019 Fax #: N/A  
 Email Address: ali.leapart@grecbiomass.com
  
9. Contact Name/Title: Janet Allen / Operator  
 Name of Firm/Entity: City of Boynton Beach  
 Description/Dates of Services Provided: Sulfuric Acid supply - '08 - present  
 Address: 100 E. Boynton Beach Blvd. Boynton Beach, FL 33425  
 Phone #: 561-742-6322 Fax #: 561-742-6316  
 Email Address: Pigottb@bbfl.us
  
10. Contact Name/Title: Greg Brown / Operator  
 Name of Firm/Entity: City of Valdosta  
 Description/Dates of Services Provided: Sulfuric acid supply '10 - present  
 Address: 216 E. Central Ave. Valdosta, GA 31606  
 Phone #: 229-259-3525 Fax #: 229-259-5460  
 Email Address: gbrown@valdostacity.com

\* St. Johns County reserves the right to ask for additional information.

05/19/14



# Certificate of Registration

DR-11  
R. 10/13

Issued Pursuant to Chapter 212, Florida Statutes

78-8011942838-9	04/29/91
Certificate Number	Registration Effective Date

This certifies that

SHRIEVE CHEMICAL COMPANY  
1755 WOODSTEAD CT  
SPRING TX 77380-0964

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

**POST THIS CERTIFICATE IN A CONSPICUOUS PLACE**

**THIS IS YOUR SALES & USE TAX CERTIFICATE OF REGISTRATION  
(DETACH AND POST IN A CONSPICUOUS PLACE)**



**THIS IS YOUR ANNUAL RESALE CERTIFICATE FOR SALES TAX**  
Note: New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year.  
**These certificates are valid immediately.**



DR-11R, R. 10/13



## 2014 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/13

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2014**

<u>Business Name and Location Address</u>	<u>Registration Effective Date</u>	<u>Certificate Number</u>
SHRIEVE CHEMICAL COMPANY 1755 WOODSTEAD CT SPRING TX 77380-0964	04/29/91	78-8011942838-9

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

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

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Florida Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to: \_\_\_\_\_ (insert name of seller on photocopy) \_\_\_\_\_ (date)      Presented by: \_\_\_\_\_ Authorized Signature (Purchaser) \_\_\_\_\_ (date)



Certificate of Registration

Issued Pursuant to Chapter 212, Florida Statutes

78-8011942838-9	04/29/91
Certificate Number	Registration Effective Date

This certifies that

SHRIEVE CHEMICAL COMPANY  
1755 WOODSTEAD CT  
SPRING TX 77380-0964

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

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DR-11R, R. 10/13



2014 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2014

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This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

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

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Florida Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to: \_\_\_\_\_ (Insert name of seller on photocopy) (date) Presented by: \_\_\_\_\_ Authorized Signature (Purchaser) (date)

Bank of America

Cashier's Check

No. 1012001046

Notice to Purchaser: In the event that this check is lost, misplaced or stolen, a stop payment and a check waiting period will be required. In the event of replacement, this check should be negotiated within 90 days.

Void After 90 Days

30 1/11/14

Date 11/03/14 03:14:01 PM

GARDEN GROVE OFFICE

0005 0109452 0057

Pay

BANK OF AMERICA

BANK OF SEVEN FOUR THREE

\*\*\*\$7,434.00

To The BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY

Order Of

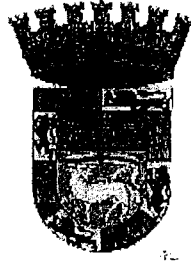
Remitter (Purchased By) CHRISTOPHER BURNS

Bank of America, N.A.  
SAN ANTONIO, TX

*Christopher Burns*  
AUTHORIZED SIGNATURE

⑈ 1012001046 ⑆ 114000019⑆ 001611001993 ⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.



**Board of County Commissioners  
St. Johns County, Florida**

**BID NO: 15-06**

**PURCHASE OF SULFURIC ACID FOR  
SJC UTILITY DEPARTMENT**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
904.209.0150**

**FINAL: 10/06/14**

## TABLE OF CONTENTS

### FRONT END BID DOCUMENTS

Notice to Bidders  
Instruction to Bidders  
Official County Bid Form  
Exhibit "A" – Unit Price List  
Exhibit "B" – Current Container Quantities List  
Attachments:  
    "A" – Affidavit  
    "B" – Certificate as to Corporate Principal  
    "C" – License/Certification List  
    "D" – List of Proposed Sub-Contractors  
    "E" – References  
    Bid Bond

### PROJECT SPECIFICATIONS



**BID NO: 15-06**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, November 5, 2014 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 15-06; Purchase of Sulfuric Acid for SJC Utility Department. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from interested and qualified vendors for any and all labor, materials, equipment, transportation and supervision necessary to supply the SJC Utility Department with sulfuric acid on an as needed basis. The product shall be of commercial grade approved for use in potable water under Rule 555.325 Florida Administrative Code, shall be technical grade, 93.19% minimum and 96% maximum (66 degree Baume), and shall contain no more than 17 ppm iron.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website [www.demandstar.com](http://www.demandstar.com) by requesting Document # 15-06. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: [www.sjcfcl.us/BCC/Purchasing/Open\\_Bids.aspx](http://www.sjcfcl.us/BCC/Purchasing/Open_Bids.aspx). Check St. Johns County, FL's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Jaime Locklear, CPPB, St. Johns County Purchasing, via email to [jlocklear@sjcfcl.us](mailto:jlocklear@sjcfcl.us) or fax to (904) 209-0159.

Any and all questions related to this project shall be directed, *in writing*, to Jaime Locklear, CPPB, Contract Coordinator, SJC Purchasing Department, via email to [jlocklear@sjcfcl.us](mailto:jlocklear@sjcfcl.us) or fax to (904) 209-0159. Questions are due no later than four o'clock (4:00PM) on Wednesday, October 22, 2014, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Director or other designated County Representative.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by a term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County, FL's Purchasing Manual. All of the terms and conditions of St. Johns County, FL Purchasing Manual are incorporated by reference and are fully binding.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of St. Johns County, FL.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of St. Johns County, FL.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
CHERYL STRICKLAND, CLERK

BY: \_\_\_\_\_  
Deputy Clerk

# **FRONT END BID DOCUMENTS**

## INSTRUCTION TO BIDDERS

**OWNER:** The Board of County Commissioners of St. Johns County, Florida ("County")

**PROJECT:** BID NO.: 15-06; Purchase of Sulfuric Acid for SJC Utility Department

### DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to St. Johns County, FL of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

### **BIDDER'S REPRESENTATION**

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith; he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

### **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. St. Johns County, FL, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

### **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify St. Johns County, FL of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to St. Johns County, FL, to reach him at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by St. Johns County, FL or its Representative **seven (7) days** prior to Bid receiving date, however, St. Johns County, FL reserves the authority to decrease this time depending on the necessity of such change.

### **SUBSTITUTIONS**

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by St. Johns County, FL at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

### **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to Jaime Locklear, CPPB, Contract Coordinator, SJC Purchasing Department, via email to [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us) or fax to (904) 209-0159. Questions are due no later than four o'clock (4:00PM) on Wednesday, October 22, 2014, so that any necessary addenda may be issued in a timely manner.

### **ADDENDA**

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he **shall** acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.

**FORM AND STYLE OF BIDS**

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit the Bid Proposal Attachments listed on p. 15 of this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder’s return address in top left hand corner and recite: “**BID NO: 15-05 - SEALED BID FOR LAWN MAINTENANCE SERVICES FOR SJC UTILITY FACILITIES & PROPERTIES**”.

*See Example Below:*

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084
<b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>	

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder’s proposal to be considered non-responsive. Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent’s authority to bind the Bidder.

**BID SECURITY**

Each Bid shall be accompanied by a Bid Security, submitted on the Bid Bond form provided herein, or in the form of a certified or cashier’s check, in the amount of five percent (5%) of the estimated Total Annual Price Bid (unit price per gallon X 110,000 gallons per year) submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier’s check must be made payable to the Board of County Commissioners of St. Johns County. Bidders are not required to submit Attachment “B” – Certificate as to Corporate Principal, or the Bid Bond forms provided herein if submitting a Bid Security in the form of a certified or cashier’s check.

If a Bid Security is submitted as a Bid Bond, it shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in “Instructions to Bidders”. The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment “B” – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

### **BID BOND INSTRUCTIONS**

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

### **SUBMISSION OF BIDS**

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope or container.

The envelope or container shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

### **MODIFICATION OR WITHDRAWAL OF BID**

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in the amount of five percent (5%) of the Bid as modified or resubmitted.

### **CONSIDERATION OF BIDS**

**Opening of Bids:** Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the Owner's Purchasing Manual. All of the terms and conditions of the Owner Purchasing Manual are incorporated by reference and are fully binding.

**Rejection of Bids:** The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

**Acceptance of Bid (Award):** The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the Owner to award a contract to the vendor who submits the lowest responsive, responsible Unit Price Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project.

St. Johns County, FL may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for St. Johns County, FL as a whole.

### **QUALIFICATION OF CONTRACTORS**

Minimum Qualifications: Bidders must be fully licensed to do business in the State of Florida, and provide proof thereof. Each Bidder must complete Attachment "C" – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal. Upon award, and prior to the execution of a Contract Agreement, the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County.

### **REFERENCES**

Each Bidder shall submit a list of ten (10) references that use or have used its products at both water and wastewater treatment plants in the past three (3) years. The references shall be Utility representatives, operators, or users of the products, not the purchasing agents for the entity. Bidders shall submit this information and all other required information as shown on Attachment "E" - References.

Additionally, each Bidder shall provide the names of any customers with whom a contract was terminated early for safety, quality, or services issues, for any product supplied over the past five (5) years.

Each Bidder shall also provide a detailed listing of any and all accidents, incidents, releases, spills, vehicle accidents involving death or injury and/or National Response Center Notifications ("safety incidents") for any products manufactured or delivered in the past five (5) years. Failure to disclose references, terminations, or safety incidents may result in the Bidder being disqualified from bidding on this product.

### **LIST OF SUBCONTRACTORS**

If the Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contractor and the Contractor shall not be relieved of any obligations under this Contract. Any and all costs for the use of any sub-contractor for any portion of the work required under this Contract shall be included in the Bidder's submitted unit price per acre.

Each Bidder shall submit to St. Johns County, FL a list of Subcontractors and major materials suppliers to be used if awarded the contract. Each Bidder must complete Attachment "D" – List of Sub-Contractors, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the Bid Proposal. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by St. Johns County, FL, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of St. Johns County, FL, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, St. Johns County, FL will notify the Bidder in writing if St. Johns County, FL, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, St. Johns County, FL then may, at his option, disqualify the Bidder, at no cost to St. Johns County, FL.

St. Johns County, FL reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by St. Johns County, FL, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of St. Johns County, FL.

**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Master Continuing Contract Agreement for Contractors.

**CONTRACT DURATION & EXTENSION**

The initial contract term shall become effective on January 4, 2015, and shall remain in effect for a period of one (1) calendar year, providing satisfactory performance has been maintained by the Contractor. The contract may be renewed in one (1) year increments, for a maximum of up to four (4) one-year renewals. These Contract renewals shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. St. Johns County, FL is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to St. Johns County, FL.

**INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, FL, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

**TERMINATION**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor.

St. Johns County, FL may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

If, at any time, the Contract Agreement with the awarded vendor is terminated by St. Johns County, FL, whether for cause or for convenience, St. Johns County, FL may, at its sole discretion, solicit services from the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that vendor to prevent a gap in services for St. Johns County, FL, if it serves the best interest of St. Johns County, FL to do so.

**PRICING**

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial contract term. Price increases shall only be considered at the time Contract renewals are issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase



to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI and are approved by the SJC Purchasing Director/Manager or his designee. Should the requested price increase be considered excessive or determined not to be competitive for the services, St. Johns County, FL reserves the right to deny the requested price increase, or terminate the Contract Agreement. All prices shall remain firm for the period of each Contract renewal term.

#### **METHOD OF PAYMENT**

The Contractor shall submit invoices to the SJC Utility Department at the end of each month. The date of the invoices shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to St. Johns County, FL in advance of the performance of services. St. Johns County, FL reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month.

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted to the SJC Departments as stated below:

SJC Utility Department  
ATTN: Kathy Kelshaw, Buyer  
1205 State Road 16  
St. Augustine, FL 32084

St. Johns County Payment Terms: Net 45 Days per 218.74(2) Florida Statutes

At a minimum, all invoices shall contain the following basic information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Unit Price of product, Total Price of Invoice
- Description of Services Performed

**TAXES** -- Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

#### **DELIVERY PRIORITY**

Each Bidder agrees by submission of his bid to prioritize deliver to St. Johns County Utility Department in the case of emergencies or natural disasters. Each Bidder shall submit a list of contacts with twenty four hour (24 hr) access phone numbers (cell phone or pager). The list must have a minimum of two (2) management personnel, preferably engineers, in addition to at least one (1) other emergency after hours business contact name and phone number. All contact personnel shall be experienced in chemical operations and capable of providing emergency support services on a 24/7 basis in the event of a spill, equipment failure, or other emergency. Failure to submit this list including its specific requirements may result in the Bidder being removed from consideration for award.

#### **SAMPLES**

St. Johns County reserves the right to request samples from any bidder to verify that the product being proposed for supply is in compliance with the requirements specified herein. St. Johns County reserves the right to take samples of the specified product from any customer of any bidder whose specifications match those stated herein. Any sample taken shall be judged as representative of the Bidder's product quality.

Each Bidder shall provide a list of all current customers, who purchase sulfuric acid from the Bidder, that are located in St. Johns County, Duval County, or any other adjacent County whereby St. Johns County may obtain a sample of the product to check for compliance. If St. Johns County determines the need to pull samples either from a bidder, or from a bidder's customer, St. Johns County shall bear the cost of sample collection and analysis. If a sample of the product provided by the Bidder is taken and determined to be noncompliant with the requirements specified herein, may result in the Bidder being removed from consideration for award.

### SAFETY & RELIABILITY

Each Bidder shall provide any and all regulatory actions including, but not limited to, copies of any fines, correspondence and consent orders relating to the operations of all of its manufacturing and distribution facilities that serve the Florida market. Additionally, each Bidder shall submit a copy of its OSHA Form 300A/300 logs for the past three (3) years for all facilities that serve the Florida market. Names on the OSHA Form 300A/300 shall be blacked out for privacy. If a Bidder utilizes a third party company for transportation, or any other sub-contractors, the Bidder shall submit the OSHA Form 300A/300 for them as well.

All Bidders shall also submit from where chemicals purchased by St. Johns County shall be stored and/or shipped.

### INSURANCE

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by St. Johns County, FL. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to St. Johns County, FL prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to St. Johns County, FL.

Certificates shall specifically include St. Johns County, FL (St. Johns County, FL) as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.

Certificate Holder Address:     St. Johns County, FL  
  500 San Sebastian View  
  St. Augustine, FL 32084

- a) **Workers' Compensation:** The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.
- b) **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
- c) **Comprehensive Automobile Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

In the event of unusual circumstances, St. Johns County, FL Administrator or his designee may adjust these insurance requirements.

### GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

BID NO: 15-06

**OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA**

**PROJECT:** Purchase of Sulfuric Acid for SJC Utility Department

**TO:** THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Mailing Address

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

\_\_\_\_\_  
Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 15-06; Purchase of Sulfuric Acid for SJC Utility Department in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

**UNIT PRICE BID:**

**FOR:** Purchase of Sulfuric Acid for SJC Utility Department

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the unit price submitted below. The unit price multiplied by quantities ordered shall be final cost to St. Johns County, FL. No fuel surcharges, transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

**Unit Price per Gallon: \$** \_\_\_\_\_  
Unit Price Bid Written in Numerals

\_\_\_\_\_  
Unit Price Bid Written in Words / 100

Estimated Annual Usage = +/- 126,000 gallons

Minimum Load Amount per Delivery: 2,500 gallons

Maximum Load Amount per Delivery: 5,000 gallons

St. Johns County, FL may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for St. Johns County, FL as a whole.

During the preparation of the Bid, the following addenda, if any, were received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by St. Johns County, FL, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by St. Johns County, FL.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of the estimated Total Annual Price Bid, payable to St. Johns County, FL, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of St. Johns County, FL, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(if applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" – Affidavit
  - Attachment "B" – Certificate as to Corporate Principal
  - Attachment "C" – License / Certification List
  - Attachment "D" – List of Proposed Sub-Contractors
  - Attachment "E" – References
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

ATTACHMENT "A"

**ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT**

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY,  
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 15-06, Purchase of Sulfuric Acid for SJC Utility Department, in St. Johns County, Florida.

The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

\_\_\_\_\_  
(Bidder)

Sworn and subscribed to me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Notary Public:  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed

My commission Expires: \_\_\_\_\_

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

**ATTACHMENT "B"**  
**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Seal

(STATE OF FLORIDA  
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the \_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, A.D.

NOTARY PUBLIC  
State of Florida-at-large

My Commission Expires:

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)



**ATTACHMENT "C"**  
**LICENSE / CERTIFICATION LIST**

In the space below, the Bidder shall list all **current** licenses and certifications held.

*The bidder shall attach a copy of each current license or certification listed below to this form.*

License Name	License #	Issuing Agency	Expiration Date

**ATTACHMENT "D"**  
**LIST OF PROPOSED SUBCONTRACTORS**

All subcontractors are subject to approval of Owner. The following are subcontractors proposed to be used in connection with this work:

<b><u>DIVISION OF WORK</u></b>	<b><u>NAME AND ADDRESS OF SUBCONTRACTORS</u></b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**ATTACHMENT "E"**  
**REFERENCES**

Each Bidder shall submit a list of ten (10) references that use or have used its products at both water and wastewater treatment plants in the past three (3) years. The references shall be Utility representatives, operators, or users of the products, not the purchasing agents for the entity. The full contact information for each reference shall be placed in the spaces provided below.

1. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
2. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
3. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
4. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
5. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
6. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**ATTACHMENT "E" Continued**  
**REFERENCES**

- 7. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
- 8. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
- 9. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
- 10. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

\* St. Johns County reserves the right to ask for additional information.

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_ 2013.

**For**  
**Purchase of Sulfuric Acid for SJC Utility Department**  
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with St. Johns County, FL in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay St. Johns County, FL the difference between the amount specified, in said Bid and the amount for which St. Johns County, FL may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).  
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL:

\_\_\_\_\_  
NAME OF FIRM:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY STATE

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
SURETY:

\_\_\_\_\_  
CORPORATE SURETY

\_\_\_\_\_  
ATTORNEY-IN-FACT (AFFIX SEAL)

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY STATE

\_\_\_\_\_  
NAME OF LOCAL INSURANCE AGENCY

# SPECIFICATIONS

**BID NO: 15-06; PURCHASE OF SULFURIC ACID FOR SJC UTILITY DEPARTMENT**  
**MINIMUM SPECIFICATIONS & CONDITIONS**

**General Requirements:**

The purpose of this bid is to establish a contract for the Purchase of Sulfuric Acid (93% Aqueous Solution) on an as needed basis. The Contractor shall be responsible for providing the product per the specifications stated below, delivering the product to the required location(s), ensuring the cleanliness of any and all transporting equipment, cleaning any spills as they occur, providing any sample(s) as requested by St. Johns County, and ensuring overall satisfactory service to the St. Johns County Utility Department.

**Product Material Requirements:**

**Sulfuric Acid (H<sub>2</sub>SO<sub>4</sub>) – 93% Aqueous Solution**

Estimated Annual Usage: +/- 126,000 gallons

Special Delivery Requirements: None

Description: Commercial Grade approved for use in potable water under Rule 555.325 Florida Administrative Code

Physical Properties: Product shall be Technical Grade, 93.19% minimum and 96% maximum (66 degree Baume), and shall contain no more than 17 ppm iron.

**Delivery Location:**

The Contractor shall be required to deliver the ordered product to the SJC Utility County Road 214 Mainland Water Treatment Plant located at 2160 Water Plant Road, St. Augustine, FL 32092.

St. Johns County reserves the right to change the delivery location at any time, and notify the Contractor of an alternate delivery location at the time of order. The Contractor shall be required to deliver ordered product to any St. Johns County Facility as requested by the SJC Utility Department personnel at the unit price per gallon as submitted on the Official County Bid Form.

Split deliveries to multiple locations shall be coordinated with St. Johns County, for the purposes of economical delivery of product via bulk tankers dependent on storage capacities at the time of delivery.

Delivery locations may be added and/or deleted to the contract at any time, as requested by St. Johns County.

**Delivery Requirements:**

The Contractor shall make deliveries within three (3) consecutive calendar days of receipt of order placed by SJC Utility Department. Deliveries for "emergency" orders shall be made within twenty four (24) hours of receipt of order placed by SJC Utility Department. An emergency delivery shall be defined as a delivery which is required in order to prevent SJC Utility Department from running out of the product in less than twenty four (24) hours. St. Johns County shall endeavor to minimize the number of emergency deliveries as much as possible.

All deliveries of chemicals shall be F.O.B. Destination. Destination of each delivery location shall be determined at the time of order placement. Any and all freight costs shall be incorporated into the unit price per gallon for the chemical delivered. No additional freight, transportation, fuel, or other surcharges shall be assessed to St. Johns County.

Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00am and 3:00pm, Monday through Friday, with the exceptions of St. Johns County observed holidays, unless otherwise authorized by St. Johns County before delivery on a holiday is made. Deliveries made to unmanned facilities shall be coordinated with SJC Utility Department personnel to provide the Contractor with necessary access to complete the delivery.

Packaging and shipment of the product shall conform to all current regulations of the State of Florida, the United States Department of Transportation and any and all other applicable regulatory agencies.

All delivery personnel must have cellular phones in order to facilitate deliveries to SJC Utility Department facilities.

St. Johns County reserves the right to change quantities and delivery date(s) at its discretion, with twenty four (24) hour notification to the Contractor of any such change.



The Contractor shall be responsible for pumping all bulk deliveries into the storage tanks located at the delivery sites and shall provide any and all necessary hoses, fittings, air-paddling, pumps, tools, and equipment required to safely and efficiently "offload" the product into the designated storage tank(s). The Contractor shall confirm and verify with SJC Utility personnel as to which correct storage tank(s) are to receive the delivered product, and the correct fill point locations so as to prevent accidental discharge of the product into the wrong storage tank(s).

St. Johns County reserves the right to refuse any and all deliveries made with equipment that is in poor, failing, or unmaintained condition, that is leaking, or otherwise not sufficient to perform the required services under this contract.

The Contractor's, or sub-contractor's tanks, trailers, fittings, hoses, pumps, air-paddling, and any other materials, supplies, or equipment shall be clean and free of residue that may contaminate the Contractor's product or impede the offloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment prior to delivering any product to St. Johns County location(s). All appurtenant valves, pumps, and discharge hoses used for the delivery of product shall be supplied by the Contractor and shall be clean and free from contaminating material(s) for all deliveries made under this contract.

The Contractor shall furnish St. Johns County an approved, leak-free connection device between the Contractor's tanks and trailers and St. Johns County's intake receptacle(s).

For deliveries requiring a forklift, the Contractor shall ensure that any and all equipment used is in good working condition with no oil leaks and is operated by a driver who is properly trained in accordance with any and all applicable OSHA regulations on the safe operation of the forklift.

Any and all delivery drivers provided by the Contractor or sub-contractor(s), shall be U.S. Citizens, and have a proper commercial driver's license with a Hazardous Material endorsement. Drivers provided by the Contractor or sub-contractor(s) shall display their driver's licenses in the cab of the delivery vehicle at all times. Also, at St. Johns County's discretion, the Contractor shall supply St. Johns County with digital photographs of all delivery drivers with names on a CD. This CD shall be updated within twenty four (24) hours of any and all personnel changes for delivery drivers. St. Johns County shall use this CD to verify whether or not a driver is actually an employee of the Contractor, or approved sub-contractor. The Contractor shall be responsible for providing this information for any and all sub-contractors as requested by St. Johns County. Failure to show proper license, or if a driver is not listed on the CD provided by the Contractor, shall result in rejection of the delivery and possible termination of the contract.

Delivery shipments which fail to meet any of the requirements described herein shall be rejected by St. Johns County. In the event that a delivery is rejected by St. Johns County, the Contractor shall be notified immediately, and shall be responsible for shipping a replacement delivery to the affected location within four (4) hours from the time of notification of the rejected delivery by St. Johns County. Failure to provide the replacement delivery of the ordered product, that meets the specifications stated herein, within the specified time period shall constitute non-compliance with the contract requirements, and may result in termination of the contract.

#### **Spills:**

The Contractor shall be responsible for the cleanup of any and all spills resulting from the failure of Contractor, or sub-contractor delivery equipment or from failure of the attending delivery personnel to properly perform their duties. Proper performance shall require the attending delivery personnel to constantly inspect and observe the "offloading" operations and respond to problems or emergencies, which would most commonly be expected to occur.

If any spill is not cleaned up, St. Johns County shall hire a certified hazardous material handling company to clean up the spill, and the cost of such service shall be charged to the Contractor and/or deducted from the amount due to the Contractor for the delivery. If St. Johns County's unloading equipment such as pipe, valves, or level indication and alarms should fail, and the spill is not the fault of the Contractor, or sub-contractor, the Contractor shall be relieved of the responsibility of cleanup.

#### **Quality Assurance, Safety & Training:**

All sampling and testing shall be performed in accordance with EPA and AWWA B300-99 standards and the documents entitled: "*The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, and Sodium Chlorate in Liquid Bleach*", and "*Suspended Solids Quality Test for Bleach Using Vacuum Filtration*", distributed by Powell Fabrication and Manufacturing, Inc, and available at [www.powellfab.com](http://www.powellfab.com).

Only the approved laboratories listed below may be used for sampling and testing during the bidding period, or after award of a contract. No other laboratory shall be used unless expressly authorized in an Addendum to the Bid Documents, or through a Contract Amendment after award.

NovaChem Laboratories (formerly Novatek)  
5172 College Corner Pike  
P.O. Box 608  
Oxford, Ohio 45056  
Phone: 513-523-3605  
Fax: 513-523-4025

Thornton Laboratories  
1145 East Cass Street  
Tampa, FL 33602  
Phone: 813-223-9702  
Fax: 813-223-9332

Sampling & Testing Prior to Unloading:

The Contractor's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and offloading the product from the tank. St. Johns County reserves the right to request the delivery personnel to provide a sample of the product before offloading. If a sample is requested, the Contractor shall be required to provide a sample to St. Johns County personnel, who shall provide a container. The sample shall be considered representative of the lot. St. Johns County reserves the right to subject samples of the product analyses to ensure that it meets basic conditions of the specifications stated herein.

Any lot tested by St. Johns County that fails to comply with the Specifications shall constitute grounds for rejection of the delivery. No payment shall be rendered for any product or delivery that is rejected by St. Johns County due to non-compliance with contract requirements. The Contractor, or sub-contractor, shall allow sixty (60) minutes for testing at any delivery where a sample is requested by St. Johns County. If the testing cannot be completed within sixty (60) minutes, St. Johns County shall allow the Contractor to unload the shipment.

Sampling & Testing after Unloading:

St. Johns County reserves the right to subject samples of any delivered product to complete analyses to ensure that it meets the Specifications stated herein. Three (3) failures to comply with contract requirements during any period of this contract shall constitute termination of the contract for cause.

Certified Analysis:

The Contractor shall supply an affidavit, signed by a corporate designated official, certifying that the product furnished by the Contractor complies with all applicable requirements of the Specifications stated herein.

Manufacturer's Laboratory Delivery Reports:

A certified report from the manufacturer of the product shall be submitted with each delivery to St. Johns County. No deliveries shall be accepted by St. Johns County personnel unless accompanied by a certified laboratory report for the specific batch of chemical delivered, showing the above data and that it conforms to the specifications stated herein. If the Contractor fails to provide the required laboratory report with delivery three (3) times during the contract period, it shall constitute sufficient grounds for termination of the contract for cause.

**Occupational Health & Safety:**

The Contractor must, at all times, comply with any and all OSHA requirements, including personal protective equipment for delivery personnel, including, but not limited to: chemical goggles, transparent face shield, hard hat, rubber gloves, rubber boots, and rubber/plastic coated fabric apron or slicker suit. Delivery personnel must wear, at a minimum, chemical goggles and rubber gloves when handling hoses and valves during delivery.

Delivery personnel must remain within a safe proximity to the delivery vehicle while offloading is in progress, and shall continuously monitor for leaking hoses, connections, or other problems. It shall be the responsibility of delivery personnel to contain leaks and report any and all spills.

Material Safety & Data Sheets:

In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Contractor must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- The Chemical & Common Names of the toxic substance
- The hazards and other risks associated with the use of the toxic substance, including the potential for fire, explosion, corrosivity and reactivity, the known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance, and the primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substance, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal, and first aid
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading the information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to: Department of Labor & Employment Security, Bureau of Industrial Safety & Health, Toxic Waste Information Center, 2551 Executive Center, Circle West, Tallahassee, FL 32301-5014.

Emergency Plan of Action & Safety Training:

Within thirty (30) days of award and acceptance of the contract, the Contractor shall provide, *in writing*, an emergency spill response plan with appropriate emergency response personnel name (to include at least two degreed engineers) and twenty four (24) hour telephone contact numbers. In addition, the proper spill response notification procedure, along with any forms required by any and all local, state, or federal regulatory agencies, shall be supplied by the Contractor. This section, in no way, relieves the Contractor of responsibility to notify the proper regulatory agencies in the event of a spill.

In the event of a spill or leak, the Contractor shall supply the necessary personnel, including a minimum of one (1) degreed engineer to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by the Contractor's personnel, equipment, or method of delivery, the Contractor shall immediately comply with any and all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall indemnify and hold St. Johns County harmless for any failure to properly report and/or comply with this provision.

In addition, the Contractor shall bear all expenses related to the cleanup of spills, unless caused by the sole negligence of St. Johns County.

Safe Handling Training:

The Contractor shall provide an appropriate safe handling training course for the product within the first thirty (30) days of award of the contract, which shall be available to all St. Johns County Utility Department Operations personnel. The Contractor shall also be available to conduct "refresher" courses or new employee training at six (6) month intervals throughout the contract term. The Contractor shall provide this service at no additional cost to St. Johns County.

Technical Assistance:

The Contractor shall provide technical assistance, as needed, regarding the application of its product, disposal and handling of residues and sludges produced by the application of the chemical in the water treatment or wastewater treatment process. The Contractor shall provide this assistance at no additional cost to St. Johns County.