

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 15-49 AND TO EXECUTE AGREEMENTS FOR SUPPLY OF POLYMER

RECITALS

WHEREAS, the County desires to enter into a contract with Fort Bend Services, Inc. to supply polymer to the SJC Utility Department; and

WHEREAS, the scope of the services shall consist of provision, transportation, and delivery of polymer to the specified SJCUD locations on an as needed basis for wastewater treatment; and

WHEREAS, through the County's formal RFP process, Fort Bend Services, Inc. was selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; and

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

WHEREAS, the proposed contract will be finalized after negotiations with Fort Bend Services, Inc., and will be in substantially the same form and format as the attached draft.

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

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 RFP 15-49 to Fort Bend Services, Inc., and to conduct negotiations to provide the services set forth therein.

Section 3. The County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft with Fort Bend Services, Inc. on behalf of the County to provide the scope of services as specifically provided in RFP 15-49.

Section 4. If after negotiations with Fort Bend Services, Inc., an agreement cannot be reached, the County administrator, or designee is authorized to award RFP 15-49 to the next successively ranked qualified respondent(s), conduct negotiations and execute an agreement in substantially the same form and format as attached hereto.

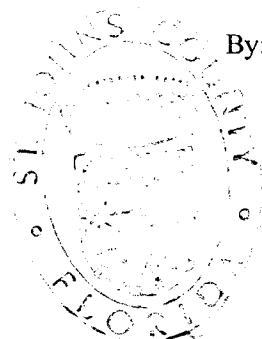
Section 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of May, 2015.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Riscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk
By: [Signature]
Deputy Clerk



RENDITION DATE 5/21/15



CONTRACT AGREEMENT
RFP NO: 15-49; SUPPLY OF POLYMER
Master Contract #: _____

This Contract Agreement is made as of this _____ day of _____, 2015, 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 the "**County**", and **Fort Bend Services, Inc.**, authorized to do business in the State of Florida, hereinafter referred to as the "**Contractor**", with mailing address 13303 Redfish Lane, Stafford, TX 77477 Phone: (281) 261-5199, Fax: (281) 261-2295 and email: cmcrae@verizon.net.

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 June 1, 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 RFP 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 supply polymer to the SJC Utility Department, on an as needed basis, in accordance with RFP No: 15-49 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 twenty five cents (\$1.25) per pound for two to three (2-3) week delivery, and one dollar fifteen cents (\$1.15) per pound for three to five (3-5) day delivery, as submitted in the 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 seven (7) 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 seven (7) 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 also maintain for the life of this contract, Automobile Liability insurance as specified by Insurance Services Office, form number CA 0001 Symbol 1 (any auto), with an MCS 90 endorsement and a CA 9948 endorsement (or equivalent) attached if "pollutants" as defined in exclusion 11 of the commercial auto policy are to be transported. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, \$5,000,000 if "pollutants", as defined in CA 0001 exclusion 11, are to be transported.

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 nor 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 omissive 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:

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

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 Statutes, 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.

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:

Fort Bend Services, Inc _____
Company Name

Name (Type or Print)

Signature

Title

Date

EXHIBIT "A"
RFP NO: 15-49; SUPPLY OF POLYMER
BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the unit prices as submitted on the 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"
RFP NO: 15-49; SUPPLY OF POLYMER
CONTRACT SCHEDULE

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

Initial Contract – Shall become effective on June 1, 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

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

TO: Frank Kenton, Assistant Director, SJC Utility Department
FROM: Jaime Locklear, CPPB, Contracts Coordinator, SJC Purchasing Department
SUBJECT: RFP 15-49 -- Supply of Polymer
DATE: April 23, 2015

Attached please find a copy of the RFP Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

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 to my attention as soon as possible.

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

Dept. Approval C 2 Kenton
Date 4/23/15
Budget Amount \$51,893 & \$37,733
Account Funding Title WW Treatment & PVWW Treatment
Funding Charge Code 4415-55200 4473-55200
Award to Fort Bend Services
Award Amount Based on usage

(Use additional sheet/s as needed)

EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA
 BOARD OF COUNTY COMMISSIONERS

Date: 23-Apr-15
 RFP: 15-49; Supply of Polymer
 for SJC Utility Department

| FIRM | RATER | RATER | RATER | RATER | RATER | RATER | TOTAL | RANK | COMMENTS |
|--------------------|-----------------------------|----------------------------------|-----------------------------|---------------------------------|--------------|-------|-------|------|----------|
| | David Parker 73 68.88 | David McLendon 75 63.88 | Randy Harris 75 69.88 | Mark Mashburn 71 66.88 | Jared Taylor | | | | |
| Fort Bend Services | | | | | 66 | | 360 | 1 | |
| KED Group | | | | | 64.88 | | 334 | 2 | |
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Jared Taylor
 Jared Taylor

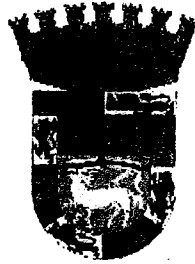
APPROVED: Purchasing Director:
 Utility Department Head:

NOTE:
 THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 4:00 p.m. April 23, 2015 UNTIL 4:00 p.m. April 30, 2015

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

ORIGINAL



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

**RFP NO: 15-49
REQUEST FOR PROPOSALS**

SUPPLY OF POLYMER

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

DRAFT: 02/25/15

**REQUEST FOR PROPOSALS (RFP) NO: 15-49
SUPPLY OF POLYMER**

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ST. JOHNS COUNTY, FL – RFP NO: 15-49; Supply of Polymer

PART I - ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 15-49; Supply of Polymer**. Interested, qualified respondents may submit RFP Packages according to the requirements described herein to the St. Johns County Purchasing Department located at 500 San Sebastian View, St. Augustine, FL 32084. All RFP Packages are due by or before 4:00PM (EST) on **Thursday, April 9, 2015**. Any packages delivered to or received by the SJC Purchasing Department after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

The scope of work for this project includes the supply and delivery of Polymer (Cationic Polyacrylamide) to the SJC Utility Department on an as needed basis. The process of dewatering waste activated sludge to the required 15% or greater total solids requires the use of polymer, a coagulant which causes the sludge particles to separate, allowing the water to drain back to the wastewater treatment plant, and the sludge to form a cake-like material to be removed and further treated to meet EPA requirements. The polymer shall be required to process aerobically digested sludge of varying qualities from two aerobic digesters and one sludge thickener (Anastasia Island wastewater treatment plant), one aerobic digester (SR16 wastewater treatment plant), one aerobic digester (Sawgrass wastewater treatment plant), and one aerobic digester (Northwest wastewater treatment plant).

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website www.demandstar.com, or by calling 800-711-1712 and request Document **#15-49**. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department, upon request via fax to (904) 209-0159 or email at jlocklear@sjcfl.us.

Any and all questions related to the RFP should be directed, *in writing*, to Jaime Locklear, CPPB, Contract Coordinator via email at jlocklear@sjcfl.us, fax to (904) 209-0159, or postal mail to SJC Purchasing, at 500 San Sebastian View, St. Augustine, FL 32084. Inquiries and questions **must** be submitted *in writing* via fax, letter or email to the party shown above and received no later than close of business (5:00PM) on Thursday, March 26, 2015, to allow adequate time for response and/or an addendum. **Interested vendors may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP. All inquires will be routed to the appropriate staff member for response.**

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 15-49: SUPPLY OF POLYMER**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original and five (5) copies of the RFP Package which shall include all required documents and any supplemental information.

Deliver or Ship RFP Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084.

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 RFP 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 or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for qualifications.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request 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, 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's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

PART II: INTRODUCTION

A. Objective:

St. Johns County is soliciting RFP Packages from qualified and licensed respondents who are interested in supplying the SJC Utility Department with polymer (cationic polyacrylamide) on an as needed basis. This Request for Proposals shall serve to evaluate and rank a list of respondents to determine the vendor with the best product to serve the needs of the SJC Utility Department. The County may request the top three (3) ranked firms to submit their products for jar testing as needed to demonstrate the capabilities of the product. The County reserves the right to request more or less than three (3) firms to submit for jar testing. The County shall select the firm with the best quality product, at the best price to provide the polymer for the County.

B. Purpose:

The process of dewatering waste activated sludge to the required 15% or greater total solids requires the use of polymer, a coagulant which causes the sludge particles to separate, allowing the water to drain back to the wastewater treatment plant, and the sludge to form a cake-like material to be removed and further treated to meet EPA requirements. The polymer shall be required to process aerobically digested sludge of varying qualities from two aerobic digesters and one sludge thickener (Anastasia Island wastewater treatment plant), one aerobic digester (SR16 wastewater treatment plant), one aerobic digester (Sawgrass wastewater treatment plant), and one aerobic digester (Northwest wastewater treatment plant).

C. RFP Contact Information for Questions:

Any and all questions or requests for information relating to this Request for Qualifications must be directed, *in writing*, to Jaime T. Locklear, CPPB, Contract Coordinator, SJC Purchasing Department, via email to jlocklear@sjcfl.us, fax to (904) 209-0158, or via USPS delivered to 500 San Sebastian View, St. Augustine, FL 32084. Questions must be submitted as stated above, by or before close of business (5:00PM) on Thursday, March 19, 2015, to allow adequate time for response and/or an addendum. **Interested firms may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.**

D. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

E. Due Date & Location:

Packages submitted in response to this Request for Proposals must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on Thursday, April 2, 2015. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

RFP Packages shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

F. Submittal Packaging Instructions:

RFP Packages must be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: "RFP No: 15-49; SUPPLY OF POLYMER". Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container. Each package must consist of one (1) original and five (5) copies of the respondent's proposal, which shall include all required documents and any supplemental information.

G. Evaluation of Responses:

All properly submitted RFP Packages shall be evaluated by an Evaluation Committee. Each Evaluation Committee Team Member will receive a set of all of the RFP Packages submitted, a copy of the RFP Document with all issued Addenda, an Evaluator's Score Sheet, and Evaluator's Score Narrative Sheet. The Team shall then evaluate each RFP Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no

communication, coordination, or influence from any other Evaluation Team Member, or any other individual. Scores for each Respondent shall be recorded on the Evaluator's Score Sheet. If more than one submittal is received, a public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and rank the firms' scores highest to lowest.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified. All such presentations or interviews shall be open to the public.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to / negotiate with the firms whose proposals best serve the interests of the County.

H. Evaluation Criteria:

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

| <u>Evaluation Criteria:</u> | <u>Maximum Possible Points per Evaluator:</u> |
|---|---|
| A. RFP Package Format | 05 |
| B. Technical Knowledge/Credentials | 25 |
| C. Chemical Makeup of Polymer | 20 |
| D. Available Methods of Delivery | 10 |
| E. Pricing | 15 |

I. Contract Award:

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with approved product as determined by the jar-testing, with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

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.

PART III: GENERAL REQUIREMENTS

A. Estimated Annual Quantities:

The estimated annual amount of polymer used by the SJC Utility Department is detailed below:

- Anastasia Island WWTP: 2,700 gallons @8.18#/gallon = 22,103#/year
- State Rd 16 WWTP – 1,100 gallons at 8.18#/gallon = 8,998#/year
- Southground WWTP – 5,280 gallons at 8.18#/gallon = 43,190#/year

The Northwest WWTP is expected to go on line in October 2015, which will take approximately sixty five percent (65%) of the flow from the State Rd 16 WWTP. This will make the total annual estimated amount of polymer approximately 74,291#/year.

B. Scope of Work:

In addition to the supply of Polymer (Cationic Polyacrylamide), there are responsibilities for which the Contractor(s) shall be held accountable for through the duration of the contract term. These responsibilities are as follows:

Deliveries:

The Contractor shall perform any and all deliveries necessary to adequately supply the St. Johns County Utility Department

with Polymer (Cationic Polyacrylamide) as needed to service the two (2) aerobic digesters and one (1) gravity belt sludge thickener located at the Anastasia Island Wastewater Treatment Plant or other facilities as required. These deliveries shall be made after receipt of order (ARO) within the number of days as approved by the SJC Utility Department, so as to prevent delays and stoppages in waste activated sludge processing. Deliveries shall be made between the hours of 7:00am and 3:00pm, Monday through Friday. Delivery methods may be in fifty five (55) gallon drums or three hundred (300) gallon totes, as long as handling arrangements are approved by the SJC Utility Department.

Equipment:

The Contractor shall be required to own, lease or rent any and all equipment necessary to provide the required services included under this RFP. The Contractor shall make the necessary deliveries with truck(s) equipped with a rear lift gate designed to handle a minimum of fifty five (55) gallon drums which way approximately four hundred fifty (450) pounds, in order to drop the product containers on pallets onto the sidewalk. The Contractor shall also be responsible for maintaining any and all equipment and tools necessary to provide samples, of any lot delivered, to SJC Utility Staff upon request.

Pick Up:

The Contractor shall be responsible for the pick-up and removal of empty containers, as requested by the SJC Utility Department, from the Anastasia Island Wastewater Treatment Plant at the time of delivery of the most recent order of the product.

Clean Up/Safety:

The Contractor(s) shall be responsible for the clean-up of any Contractor-caused spills of the polymer. The Contractor shall also be required to provide adequate protection and safety for persons and property at the delivery location(s).

Polymer:

The Contractor-supplied polymer shall be: cationic water soluble in emulsion, non-toxic, able to soak up with an inert material in the case of a spill, have a pH of 4.9, no flash point, and have an RCRH status of not a hazardous waste. The following HMIS and NFPA ratings shall be required: Health: HMIS of 1 and NFPA of 1; Flammability: HMIS of 1 and NFPA of 1; and Reactivity: HMIS of 0 and NFPA of 0.

C. Qualifications

Interested respondents must be currently licensed to do business in the State of Florida, must have been in business for a minimum of five (5) years, and provide proof of such in the submitted RFP Package. Upon award, the Contractor must obtain and provide proof of a Local Business Tax Receipt from St. Johns County, unless the respondent is a state certified contractor. Copies of any and all licenses, permits, certifications and any and all other relevant documentation must be submitted with each respondent's RFP Package on Attachment "B" – Licenses/Certifications.

Inspection of the Respondents' facilities may be made prior to the award of contracts. Packages will only be considered from Specialty Contractors that are regularly engaged in the business of providing the services as described herein. Respondents must provide proof of a good record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the work described herein. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by St Johns County.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The County will require respondents to show proof that they have been designated as an authorized representative of a manufacturer or supplier, and is the actual source of supply. In these instances, the County will also require material information from the source or supply regarding the quality, packaging, and characteristic of the products to be supplied to the County through the designated representative. Any conflicts between the material information provided by the source of supply and the information contained in the Respondent's proposal may render the proposal non-responsive.

D. Sub-Contractors

If the awarded vendor elects to sub-contract with any firm, for any portion of the work, the awarded shall be responsible for all work performed by any sub-contract and shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contracts to be used if awarded the contract. Each Respondent must complete Attachment "C" – List of Sub-Contractors, and attach a copy of any and all licenses and certificates for each sub-contract listed and submit with each copy of the RFP Package. If no sub-contracts are proposed, so state there on.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contracts to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent, at no cost to the County.

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

Sub-contracts and other persons/organizations proposed by the Respondent and accepted by the County must be used on the work for which they were proposed and shall not be changed except with the written approval of the County.

PART IV: CONTRACT REQUIREMENTS

A. Insurance Requirements

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 the 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. 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 (if three or more) 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 \$2,000,000 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, the County Administrator or his designee may adjust these insurance requirements.

B. Licenses, Permits & Fees

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required

to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

C. Contract Agreement & Term

The Contract Agreement for the supply of polymer shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of one (1) year, with the opportunity to renew the contract for up to four (4) one year periods. The renewal or extension of this Contract Agreement shall be contingent upon satisfactory performance by the Contractor, availability of funds, and the approval of the SJC Utility Department, and Purchasing Department Manager.

In the event the SJC Utility Department chooses not to exercise any renewal available under the awarded contract, St. Johns County reserves the right to negotiate with the remaining respondents who've been evaluated, ranked, and whose product has been approved through jar testing. In the event that negotiations with an alternate respondent, a contract may be issued to that secondary firm for one or more of the remaining, available contract renewals under this RFP.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP. It is further understood, no Respondent (whether selected or not) may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Respondent.

D. Governing Laws & Regulations

It shall be the responsibility of the Consultant to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

E. Termination

Failure on the part of the Consultant 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 stating any and all items of non-compliance. The Consultant shall then have seven (7) 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, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

F. 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.

PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Confidentiality

The County shall not discuss or disclose proposals or their proposed cost with competing firms during the selection process or otherwise disclose them to the public except as may be required under the Federal and State Freedom of Information Acts and other relevant law. Proprietary information that is submitted must be identified as such at the time of submission, and shall not be disclosed to the public or competing vendors at any point in time.

After a contract is awarded in whole or in part, this RFP and all responses are considered public information, except for material that qualifies as proprietary information or trade secrets under Federal, State and Local law. To properly designate material as trade secrets or proprietary information, the Respondent must invoke the protections of this provision prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

No responsibility is to be attached to the Purchasing Manager or purchasing representatives for the premature opening or disclosure of a proposal not properly addressed and identified.

B. Respondent Responsibilities

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (90) consecutive calendar days following the submittal due date. If additional time is required to determine an award, the County shall request the top ranked firm for an extension of time to complete award activities.

C. RFP Package Submittal Format

All RFP Packages must follow the same format, and shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

| <u>Section</u> | <u>Topic</u> |
|----------------|---|
| 1 | Letter of Introduction |
| 2 | Technical Knowledge of Product & Applications |
| 3 | Chemical Make-Up of Polymer |
| 4 | Available Methods of Delivery |
| 5 | Pricing Proposal |
| 6 | Other Required Forms |

D. RFP Package Components

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) original, and five (5) copies on 8 ½" x 11" pages, numbered, with headings typewritten with no smaller than 10 size font, and sections and sub-sections identified appropriately.

Section 1: Letter of Introduction – Respondents shall provide a one or two page letter of introduction. The letter of introduction should include the following:

- A brief statement of the respondent's understanding of the services to be provided;
- Highlights of the Respondent's qualifications and ability to perform the project services;
- The Respondent's Company type (sole proprietorship, partnership, corporation, joint venture, etc), Company name and business address – must include location address of office that will administer this Contract;

- All contact information, including name, title, phone number, fax number, e-mail address, and street address of any contact person(s) in Respondent's organization who will respond to questions regarding the submitted RFP Package;
- FEIN, SSN (in the case of sole proprietorship or partnership), Principals, Corporate Information
- A letter of Designation of Authority for any representative of the firm who may be submitting the RFP or signing any documents on behalf of the firm who is not the Owner or Principal of the firm;

Section 2: Technical Knowledge of Product & Applications – Each Respondent must demonstrate adequate technical knowledge of the product and its uses as described herein. This section will be evaluated based on the Respondent's capabilities in supplying this product and performing these services, and the Respondent's background, including the number of years in business. Each Respondent must submit a Statement of Qualifications that illustrates the Respondent's technical knowledge, background, and capabilities.

Section 3: Chemical Make-Up of Product – Each Respondent must provide the chemical makeup of the polymer supplied by his respondent, including any and all MSDS information as well as background information as to the performance of his polymer in the kind of use as described herein.

Section 4: Available Methods of Delivery – Each Respondent must demonstrate any and all methods of delivery that his company is capable of providing for the County, to include schedules, lot sizes, container options, available alternatives, and any other information regarding delivery that demonstrates the respondent's ability to meet the County's need for this product.

Section 4: Pricing Proposal – Each Respondent shall submit a Unit Price per pound for their proposed polymer product. This information shall be provided on Attachment "D" – Pricing Proposal provided herein.

Section 5: Other Required Forms – Respondents shall submit the following: Attachment "A" – Affidavit, and copies of any issued addenda in this section of the RFP Package along with any other miscellaneous supplementary documentation the Respondent feels is required to support the information provided in previous sections of the RFP Package.

EXAMPLE EVALUATOR'S SCORE SHEET

ST. JOHNS COUNTY, FLORIDA
 BOARD OF COUNTY COMMISSIONERS
 CRITERIA FOR RANKING:

DATE: _____
 PROJECT: RFP: 15-49; Supply of Polymer

| RESPONDENTS | A. RFP Format 0 to XX | B. Technical Knowledge of Product & Applications 0 to XX | C. Chemical Make- Up of Product 0 to XX | D. Available Methods of Delivery 0 to XX | E. Pricing Proposal 0 to XX | TOTALS |
|-------------|-----------------------------|---|--|--|-----------------------------------|--------|
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SIGNATURE OF RATER: _____ PRINT NAME: _____ DATE: _____

ST. JOHNS COUNTY, FL
RFP NO: 15-49; SUPPLY OF POLYMER

ATTACHMENT "A"
AFFIDAVIT

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

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

The 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 Texas COUNTY OF Fort Bend. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is Polymer Sales Manager (Title) of Fort Bend Services (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 15-49, Supply of Polymer.

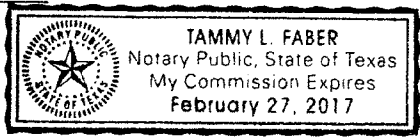
The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither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

Fort Bend Services, Inc.
(Proposer)
By David James -David James
Polymer Sales Manager
(Title)

Sworn and subscribed to before me this 7th day of April 2015.

Tammy L. Faber
Notary Public

My Commission Expires: Feb. 27, 2017



VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

ST. JOHNS COUNTY, FL
RFP NO: 15-49; SUPPLY OF POLYMER

ATTACHMENT "B"
LICENSES / CERTIFICATIONS

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

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

| License Name | License # | Issuing Agency | Expiration Date |
|--------------|-----------|----------------|-----------------|
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ST. JOHNS COUNTY, FL
RFP NO: 15-49; SUPPLY OF POLYMER

ATTACHMENT "C"
LIST OF PROPOSED SUB-CONTRACTORS

All sub-contractors are subject to approval of Owner. The Respondent proposes the following sub-contractors to be used in connection with the specified services:

DIVISION OF WORK

NAME AND ADDRESS OF SUBCONTRACTORS

None will be used

RFP NO.: 15-49

**PRICING PROPOSAL FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: Supply of Polymer

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

DATE SUBMITTED: April 7th, 2015

PRICING PROPOSAL OF

Fort Bend Services, Inc.

FULL LEGAL COMPANY NAME

| | | | |
|-----------------------------------|------------------------------|-------------------------|---------------------|
| P.O. Box 1688 | Stafford, Texas 77497 | 281-261-5199 | 281-261-2295 |
| Business (Mailing) Address | | Telephone Number | Fax Number |

Respondents: Having become familiar with specified service requirements, and having carefully examined the RFP requirements, including the Advertisement, Instructions, and Contract Documents, including the RFP Documents and Specifications, entitled for RFP No: 15-49; Supply of Polymer, 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 Unit Prices quoted in this Proposal as follows:

UNIT PRICE PROPOSAL:

FOR: Supply of Polymer

Each firm shall submit Unit Prices for each of the items listed below. Unit Prices must include any and all costs related to providing the services included in the RFP Documents.

Unit Price for 55 gallon drum: "Please see attached"

Unit Price for 300 gallon tote: "Please see attached"

Each Firm shall submit a breakdown explaining any and all costs incorporated in the Unit Price proposed above and attach hereto. The County reserves the right to reject any proposal that does not include this breakdown.

LETTER OF INTRODUCTION
COMPANY QUALIFICATIONS
FORT BEND SERVICES, INC.



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

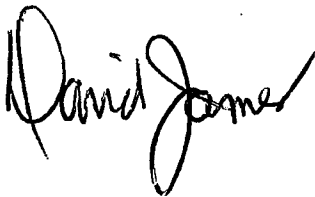
COMPANY QUALIFICATIONS

SUBJECT: FORT BEND SERVICES, INC.

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

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

IT IS OUR GOAL TO PROVIDE NORMAL DELIVERY TIMES OF 5-7 DAYS ARO. SOMETIMES THINGS BEYOND OUR CONTROL, SUCH AS PROBLEMS WITH COMMON CARRIERS, WEATHER, AND DELAYS FROM THE MANUFACTURERS, CAN CAUSE DELAYS IN THE TIME FRAME QUOTED. BUT WE ALWAYS ATTEMPT TO HAVE A BACKUP PLAN AND EMERGENCY INVENTORY STORED TO GET YOU BY SUCH AS WAREHOUSING MATERIAL IN A FLORIDA WAREHOUSE.



David James



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

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

www.fortbendservices.com



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

April 7, 2014

St. Johns County
Board of County Commissioners
Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

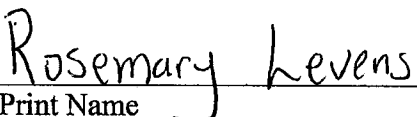
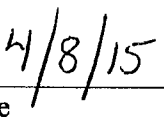
Subject: RFP NO: 15-49 Supply of Polymer

To whom it may concern:

Mr. David James is authorized to sign any renewals or new contracts on behalf of Fort Bend Services, Inc.

If you have any questions, please feel free to contact me at any time.

| | |
|--|---|
|  |  |
| Authorized Signature | Title |

| | |
|---|--|
|  |  |
| Print Name | Date |



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

BIDDER PROFILE

ADDRESS OF PRINCIPLE PLACE OF BUSINESS:

**FORT BEND SERVICES, INC.
13303 REDFISH LANE
STAFFORD, TEXAS 77477**

ADDRESS OF OFFICE PROVIDING SERVICE FOR AGREEMENT:

**13303 REDFISH LANE
STAFFORD, TEXAS 77477**

NUMBER OF YEARS IN BUSINESS:

32 YEARS

STATE OF INCORPORATION

TEXAS

NUMBER OF EMPLOYEES

40

ANNUAL REVENUES VOLUMES

\$18,000,000

NO PARENT COMPANY

DUNN AND BRADSTREET ANALYSIS

DUNS#02-591-8566

COMPANY IS NOT UP FOR SALE

THERE ARE NO PENDING LITIGATIONS

BIDDER IS NOT IN ANY DEFAULT SITUATION

REFERENCES ARE LISTED ON A SEPARATE PAGE

THERE IS NO RELATIONSHIPS BETWEEN BIDDER AND CITY EMPLOYEES

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

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

www.fortbendservices.com



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

FORT BEND SERVICES, INC

CEO

LYN H. LEVENS
13303 REDFISH LANE
STAFFORD, TEXAS 77477

PRESIDENT

J C DROMGOOLE
13303 REDFISH LANE
STAFFORD, TEXAS 77477

SECRETARY/TREASURER

ROSEMARY LEVENS
13303 REDFISH LANE
STAFFORD, TEXAS 77477

**BUSINESS MANAGER
COMPTROLLER**

TAMMY FABER
13303 REDFISH LANE
STAFFORD, TEXAS 77477

**POLYMER SALES
MANAGER**

DAVID R JAMES JR
13303 REDFISH LANE
STAFFORD, TEXAS 77477

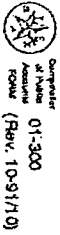
**SENIOR ACCOUNT
REPRESENTATIVE**

STEVE FARRELL
13303 REDFISH LANE
STAFFORD, TEXAS 77477

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

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

www.fortbendservices.com



01-300
(Rev. 10-91/10)

TEXAS SALES AND USE TAX PERMIT

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

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

TRADE NAME AND LOCATION ADDRESS

FORT BEND SERVICES INC
13303 REDFISH
STAFFORD TX 77477

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

TAXPAYER NAME AND MAILING ADDRESS

FORT BEND SERVICES INC
BOX 1688
STAFFORD TX 77497

30

| | |
|-----------------|-------------------|
| Type of permit | LIMITED SALES TAX |
| Taxpayer number | [REDACTED] |
| Outlet number | 00003 |
| Effective date | 01-01-92 |

John Sharp
JOHN SHARP
COMPTROLLER OF PUBLIC ACCOUNTS

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

**TECHNICAL KNOWLEDGE OF
PRODUCT AND APPLICATIONS**



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

POLYMER PROPOSAL

FORT BEND SERVICES, INC.
DAVID JAMES
POLYMER SALES MANAGER
13303 REDFISH LANE
STAFFORD, TEXAS 77477
281-261-5199
800-933-3678

ACCOUNT RESPONSIBILITY: **CHRIS McRAE(PRIMARY)**
WESLEY CHAPEL, FLORIDA
30+ YEARS EXPERIENCE IN WATER &
WASTEWATER TREATMENT
CELL: 813-765-0471
E-MAIL: cmcrae@verizon.net

ED WINN(SECONDARY)
MARIETTA, GEORGIA
30+ YEARS EXPERIENCE IN WATER &
WASTEWATER TREATMENT
CELL: 678-646-4443
E-MAIL: ewinn@fortbendservices.com

FORT BEND SERVICES, INC. HAS A TOTAL OF OVER 200 YEARS EXPERIENCE IN WATER AND WASTEWATER TREATMENT. WE HAVE WORKED WITH ALL TYPES OF EQUIPMENT FROM BELT PRESSES, DISSOLVED AIR FLOATATION UNITS, CENTRIFUGES, AND FILTER PRESSES. WE REPRESENT ALL OF THE MAJOR POLYMER MANUFACTURERS AND ARE ONE OF THE LARGEST RESELLERS IN THE UNITED STATES.



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

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

www.fortbendservices.com



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

REFERENCES

BONITA SPRINGS UTILITIES, INC.
CONTACT: CLIFF FOREST
PHONE: 239-390-4828
CELL: 239-872-5779

BAY COUNTY ADVANCED WWTP
CONTACT: LARRY MOYER
PHONE: 850-286-3509

CITY OF VENICE
CONTACT: JIM PETROSKY
PHONE: 941-486-2788

SEMINOLE COUNTY
CONTACT: JACK CHANEY
PHONE: 407-665-2840

SEACOAST UTILITIES AUTHORITY
CONTACT: SHARON GARCIA
PHONE: 561-627-2900 EXT. 357

REEDY CREEK IMPROVEMENT DISTRICT
CONTACT: PATTY HECK
PHONE: 407-824-6498

POLK COUNTY BOARD OF COMMISSIONERS
CONTACT: JEFF GOOLSBY
PHONE: 863-221-1213

CITY OF DELAND
CONTACT: JODY HARRIS
PHONE: 386-740-6855

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
CONTACT: JOHN RIZZO
PHONE: 352-754-4490

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

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

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

www.fortbendservices.com

**CHEMICAL MAKE-UP
OF POLYMER**

FORT BEND SERVICES, INC.



CERTIFICATE OF ANALYSIS

FORT BEND SERVICES, INC.
13303 REDFISH LANE
STAFFORD, TEXAS 77477

PRODUCT NAME: FBS C1282

LOT #: BTC2/3847

DATE OF CERTIFICATE: 8-15-14

| | UNITS | SPECIFICATION | RESULTS | QC TEST |
|---------------------|--------------|----------------------|----------------|----------------|
| Non Volatile Solids | wt % | 45 - 52 | 48.59 | 1050A |
| Bulk Viscosity | cps | 300 - 2000 | 1890 | 1010A |
| UL Viscosity | cps | 3.3 - 4.3 | 3.5 | 1019A |
| Residual Acrylamide | ppm | 999 max | 59 | 1001A |



SPECIFICATION SHEET

FBS C1282

| | |
|--|-------------------|
| Form: | Viscous liquid |
| Color: | Milky |
| Ionic Character: | Cationic |
| Charge Density: | High |
| Molecular Weight: | High |
| Approximate Bulk Density: | 1.04 |
| pH: | 3.0 – 7.0 @ 5 g/l |
| Bulk Viscosity (cps): | 1200 |
| Maximum Concentration (g/l): | 5 |
| Stability of D.I. Solutions (days): | 1 |
| Dilution to obtain 5 g/l active content: | 84 |
| Approximate viscosity @ 5 g/l active content: | 3000 |
| Storage temperature (°C): | 0 – 35 |
| Shelf life (months): | 6 |

When stored inside a building at a stable temperature between 5° and 30°C

Packaging:

| | |
|--------------|--------------------------|
| Pails | 25 kg / 40 Lb |
| Drums | 205 kg / 450 Lb |
| IBC | 1050 kg / 2300 Lb |

Fort Bend Services sales representatives and field service technicians are available to give advice and assistance in the running of laboratory tests and machine trials to select the correct product and determine the best applications conditions.

The data contained in this document is based on our current knowledge and experience. This data does not relieve processors from their own investigations and test, nor does it imply any guarantee of certain properties or the suitability of the product for a specific purpose.



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

SAFETY DATA SHEET

FBS C1282

I. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: FBS C1282
CHEMICAL NAME: Cationic polymer in emulsion
PRODUCT USE: Processing aid for industrial applications
SUPPLIER: Fort Bend Services Inc. Tel: 281-261-5199
13303 Redfish Lane Tel: 800-933-3678
Stafford, TX 77477 USA
EMERGENCY TELEPHONE:
CHEMTREC: 1-800-424-9300
IDENTIFICATION NO:

II. HAZARDS IDENTIFICATION

State of Matter: Viscous, milky colored liquid with aliphatic odor

Emergency overview

Caution – Irritant. May cause eye and skin irritation.
Slippery when wet!
Use with local exhaust ventilation. Wear protective clothing.
Eye wash fountains and safety showers must be readily accessible.

Health effects:

Skin contact: May cause skin irritation.
Eye contact: May cause eye irritation.

Potential health effects

Primary routes of exposure:

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

Sensitization: Non-sensitizing

Chronic toxicity:

No chronic effects.

Carcinogenicity:

Reproductive toxicity:

Teratogenicity:

Genotoxicity:

Potential environmental effects

Aquatic toxicity:

III. COMPOSITION/INFORMATION ON INGREDIENTS

Cationic water-soluble polymer in emulsion. Regulated components: None

IV. FIRST AID MEASURES

Note to physician:

Treatment: Treat according to symptoms.

INHALATION:

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

INGESTION:

Rinse mouth with water. Do not induce vomiting. Get immediate medical attention.

SKIN CONTACT:

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

EYE CONTACT:

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

V. FIRE-FIGHTING MEASURES

Flash point Does not flash
Auto-ignition temperature Does not ignite

SUITABLE EXTINGUISHING MEDIA:

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

ADDITIONAL INFORMATION:

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

HAZARDS DURING FIRE-FIGHTING:

Evolution of fumes/fog.

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

Spilled product is slippery underfoot. Extremely slippery when wet.

PROTECTIVE EQUIPMENT FOR FIRE-FIGHTING:

Wear a self-contained breathing apparatus.

VI. ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS:

Use personal protective clothing.

ENVIRONMENTAL PRECAUTIONS:

Do not discharge into drains/surface waters/groundwater.

SPILL CLEAN UP METHODS:

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

VII. HANDLING AND STORAGE

HANDLING:

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

Handle in accordance with good industrial hygiene and safety practices.

STORAGE:

Keep container tightly closed and dry; store in a cool and dry place (0 - 30°C) (32 - 86°F). Avoid wet, damp or humid conditions, temperature extremes and ignition sources. Freezing will affect the physical condition and may damage the product.

VIII. EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS: Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

PROTECTIVE EQUIPMENT:



RESPIRATORY EQUIPMENT:

Not required except in case of aerosol formation or inadequate ventilation.

HAND PROTECTION:

PVC or other plastic material gloves

EYE PROTECTION:

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

SKIN PROTECTION:

Protective clothing

HYGIENE MEASURES:

Handle in accordance with good industrial hygiene and safety practice

IX. PHYSICAL AND CHEMICAL PROPERTIES

| | |
|-----------------------------|------------------------------------|
| FORM: | Viscous liquid |
| ODOR: | Aliphatic |
| COLOR: | Milky |
| pH: | 5.0 ± 1.0 |
| BULK DENSITY: | 1.04 |
| MELTING POINT: | Not applicable |
| FLASH POINT: | Does not flash |
| AUTOIGNITION POINT: | Does not ignite |
| BULK VISCOSITY: | 1200 (cps) |
| KINEMATIC VISCOSITY: | >>20.5 @ 40°C (mm ² /s) |
| WATER SOLUBILITY: | See Specification Sheet |

X. STABILITY AND REACTIVITY

CONDITIONS TO AVOID:

Avoid extreme temperatures.

SUBSTANCES TO AVOID:

Oxidizing agents may cause exothermic reactions.

HAZARDOUS REACTIONS:

Stable under normal conditions. No hazardous reactions known.

HAZARDOUS DECOMPOSITION PRODUCTS:

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

XI. TOXICOLOGICAL INFORMATION

ACUTE TOXICITY

ORAL:

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

DERMAL:

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

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

IRRITATION/CORROSION

SKIN: May cause skin irritation.

EYE: May cause eye irritation.

SENSITIZATION: Not sensitizing

CHRONIC TOXICITY: No chronic effects.

XII. ECOLOGICAL INFORMATION

Fish:

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

Aquatic invertebrates:

Acute:
Daphnia/EC(I)50 (48 h): 10 - 100 mg/L OECD 202

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

Environmental Fate:

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

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

XIII. DISPOSAL CONSIDERATIONS

WASTE MANAGEMENT:

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

CONTAINER DISPOSAL:

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

RCRA:

Not a hazardous waste under RCRA (40 CFR 261)

XIV. TRANSPORT INFORMATION

LAND TRANSPORT:

US DOT Not classified as a dangerous good under transport regulations

SEA TRANSPORT:

IMDG Not classified as a dangerous good under transport regulations

AIR TRANSPORT:

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

XV. REGULATORY INFORMATION

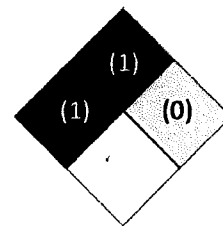
INTERNATIONAL INVENTORIES:

US (TSCA): All components are listed or exempt from listing
 CANADA (DSL): All components are listed or exempt from listing
 CANADA (NDSL): All components are listed or exempt from listing
 AUSTRALIA (AICS): All components are listed or exempt from listing
 CHINA (IECSC): All components are listed or exempt from listing
 JAPAN (ENCS): All components are listed or exempt from listing
 KOREA (ECL): All components are listed or exempt from listing
 PHILIPPINES (PICCS): All components are listed or exempt from listing

XVI. OTHER INFORMATION

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

| | |
|----------------------------|----------|
| HEALTH | 1 |
| FLAMMABILITY | 1 |
| PHYSICAL | 0 |
| PERSONAL PROTECTION | |



GENERAL INFORMATION:

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

**AVAILABLE METHODS
OF DELIVERY**



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

**FORT BEND SERVICES, INC. HAS BEEN IN BUSINESS
FOR 32 YEARS.**

**POLYMER SHIPMENTS WILL BE DELIVERED BY
COMMON CARRIER TRUCK.
PRODUCTS AVAILABLE IN BULK, TOTES, DRUMS, PAILS**

OFFICE HOURS:

MONDAY-FRIDAY 8:00 AM TO 5:00 PM

**ORDER DEPARTMENT: KATHY MOORE
GILBERT SANCHEZ, RENITA THOMPSON**

CONTACT PERSON FOR INSURANCE:

ROSEMARY LEVENS rcl@fortbendservices.com

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

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

www.fortbendservices.com

PRICING PROPOSAL



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

April 6, 2015

**ST. JOHNS COUNTY, FL
UNIT PRICE PROPOSAL
SUPPLY OF POLYMER**

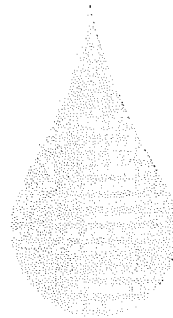
**OPTION 1 (FBS C1282)
FACTORY DIRECT
2-3 WEEK DELIVERY**

| | | | |
|------------------------|-----------------------|------------------|-----------------------|
| 55 GALLON DRM | 450# NET DRUM | \$1.15/LB | \$517.50/DRUM |
| 300 GALLON TOTE | 2300# NET TOTE | \$1.15/LB | \$2645.00/TOTE |

**OPTION 2 (FBS C1282)
FLORIDA WAREHOUSING PRICE
3-5 DAYS ARO**

| | | | |
|------------------------|-----------------------|------------------|-----------------------|
| 55 GALLON DRUM | 450# NET DRUM | \$1.25/LB | \$562.50/DRUM |
| 300 GALLON TOTE | 2300# NET TOTE | \$1.25/LB | \$2875.00/TOTE |

David James



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

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

www.fortbendservices.com

OTHER REQUIRED FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2012

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

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

| | | | |
|---|--|---|--|
| PRODUCER Carroll Insurance Agency, Ltd. 14906 FM 529 Houston TX 77095 | | CONTACT NAME: PHONE (A/C, No. Ext): (281) 656-3000 FAX (A/C, No.): (281) 656-3001 E-MAIL ADDRESS: service@carrollins.com | |
| INSURED Fort Bend Services, Inc. P. O. Box 1688 13303 Redfish Lane Stafford TX 77497 | | INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance NAIC # 16535 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: CL1262005346 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|----------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | GLO 5431774-08 | 6/21/2012 | 6/21/2013 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOG | | | | | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | BAP5431776-08 | 6/21/2012 | 6/21/2013 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

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

| | |
|--|---|
| CERTIFICATE HOLDER For Bid purposes only | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE D Carroll, CIC, CRM/G <i>David A. Carroll</i> |

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

Deborah S. Foster & Assoc./Bell Group
 P. O. Box 571988
 Houston, TX 77257-1988
 713-463-4550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A Service Lloyds Insurance Company
- COMPANY B
- COMPANY C
- COMPANY D

INSURED

Fort Bend Services, Inc.
 P.O. Box 1688
 Stafford, TX 77497

COVERAGES

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|--------|--|---------------|----------------------------------|-----------------------------------|--|----|
| | | | | | | |
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS' & CONTRACTOR'S PROT | | | | GENERAL AGGREGATE | \$ |
| | | | | | PRODUCTS - COM/OP AGG | \$ |
| | | | | | PERSONAL & AD/INJURY | \$ |
| | | | | | EACH OCCURRENCE | \$ |
| | | | | | FIRE DAMAGE (Any one fire) | \$ |
| | | | | | MED EXP (Any or a person) | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT | \$ |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE | \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - E, ACCIDENT | \$ |
| | | | | | OTHER THAN AUTO ONLY: | |
| | | | | | EACH ACCIDENT | \$ |
| | | | | | AGGREGATE | \$ |
| | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE | \$ |
| | | | | | AGGREGATE | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER | SRU3284-04 | | | <input checked="" type="checkbox"/> WC STATUTORY LIMIT \$ EL EACH ACCIDENT \$ 100000 EL DISEASE - POLICY LIMIT \$ 100000 EL DISEASE - EA EMPLOYEE \$ 100000 | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

March 27, 2015

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFP No: 15-49; Supply of Polymer

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFP Documents. Each respondent will ascertain before submitting a response that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed RFP Proposal (1 original + 5 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted RFP proposal.

Questions/Responses:

1. Who is your current supplier and the specific name of the cationic polymer used?

Answer: Fort Bend Services is the current provider. The name of the polymer used is FBS – C1282HMW.

2. In what container size are you receiving product and how many are ordered per delivery? Is a lift gate or hydraulic tailgate needed?

Answer: There are three (3) locations where polymer is used as follows: SR 16 WWTP – product delivered in a 55gal drum, four (4) per delivery, a forklift is used to remove containers from semi-trailer; AI WWTP – product usually delivered in a 300gal tote, or four (4) 55gal drums, forklift used to remove drums, totes are switched out at delivery; SG WWTP – 55gal drums, four (4) per delivery, hydraulic tailgate used for delivery.

3. What is your current price for this product?

Answer: \$1.29/pound

4. Will I be able to jar test prior to submitting a response?

Answer: No. jar testing will be performed after the responses are ranked. The County will decide how many firms to jar test and will notify them after the evaluation meeting.

THE BID DUE DATE REMAINS; Thursday, April 9, 2015 at 4:00 P.M.

Acknowledgment

David James 3/30/15
Signature and Date

DAVID JAMES - POLYMER SALES MANAGER
Printed Name and Title

FORT BEND SERVICES, INC.
Company Name (Print)

Sincerely,

Jaime T. Locklear, CPPB
Contracts Coordinator
Purchasing Department

END OF ADDENDUM #1

ST. JOHNS COUNTY, FL – RFP NO: 15-49; Supply of Polymer

PART I - ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 15-49; Supply of Polymer**. Interested, qualified respondents may submit RFP Packages according to the requirements described herein to the St. Johns County Purchasing Department located at 500 San Sebastian View, St. Augustine, FL 32084. All RFP Packages are due by or before 4:00PM (EST) on **Thursday, April 9, 2015**. Any packages delivered to or received by the SJC Purchasing Department after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

The scope of work for this project includes the supply and delivery of Polymer (Cationic Polyacrylamide) to the SJC Utility Department on an as needed basis. The process of dewatering waste activated sludge to the required 15% or greater total solids requires the use of polymer, a coagulant which causes the sludge particles to separate, allowing the water to drain back to the wastewater treatment plant, and the sludge to form a cake-like material to be removed and further treated to meet EPA requirements. The polymer shall be required to process aerobically digested sludge of varying qualities from two aerobic digesters and one sludge thickener (Anastasia Island wastewater treatment plant), one aerobic digester (SR16 wastewater treatment plant), one aerobic digester (Sawgrass wastewater treatment plant), and one aerobic digester (Northwest wastewater treatment plant).

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website www.demandstar.com, or by calling 800-711-1712 and request Document **#15-49**. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department, upon request via fax to (904) 209-0159 or email at jlocklear@sjcfl.us.

Any and all questions related to the RFP should be directed, *in writing*, to Jaime Locklear, CPPB, Contract Coordinator via email at jlocklear@sjcfl.us, fax to (904) 209-0159, or postal mail to SJC Purchasing, at 500 San Sebastian View, St. Augustine, FL 32084. Inquiries and questions **must** be submitted *in writing* via fax, letter or email to the party shown above and received no later than close of business (5:00PM) on Thursday, March 26, 2015, to allow adequate time for response and/or an addendum. **Interested vendors shall not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.**

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 15-49: SUPPLY OF POLYMER**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original and five (5) copies of the RFP Package which shall include all required documents and any supplemental information.

Deliver or Ship RFP Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084.

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 RFP 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 or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for qualifications.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request 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, 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's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

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



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

March 27, 2015

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFP No: 15-49; Supply of Polymer

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFP Documents. Each respondent will ascertain before submitting a response that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed RFP Proposal (1 original + 5 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted RFP proposal.

Questions/Responses:

- 1. Who is your current supplier and the specific name of the cationic polymer used? Answer: Fort Bend Services is the current provider. The name of the polymer used is FBS -- C1282HMW.
2. In what container size are you receiving product and how many are ordered per delivery? Is a lift gate or hydraulic tailgate needed? Answer: There are three (3) locations where polymer is used as follows: SR 16 WWTP -- product delivered in a 55gal drum, four (4) per delivery, a forklift is used to remove containers from semi-trailer; AI WWTP -- product usually delivered in a 300gal tote, or four (4) 55gal drums, forklift used to remove drums, totes are switched out at delivery; SG WWTP -- 55gal drums, four (4) per delivery, hydraulic tailgate used for delivery.
3. What is your current price for this product? Answer: \$1.29/pound
4. Will I be able to jar test prior to submitting a response? Answer: No, jar testing will be performed after the responses are ranked. The County will decide how many firms to jar test and will notify them after the evaluation meeting.

THE BID DUE DATE REMAINS: Thursday, April 9, 2015 at 4:00 P.M.

Acknowledgment

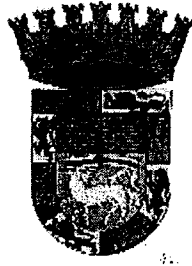
Signature and Date

Printed Name and Title

Company Name (Print)

Sincerely,
Jaime R. Locklear, CPPB
Contracts Coordinator
Purchasing Department

END OF ADDENDUM #1



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

**RFP NO: 15-49
REQUEST FOR PROPOSALS**

SUPPLY OF POLYMER

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

DRAFT: 02/25/15

**REQUEST FOR PROPOSALS (RFP) NO: 15-49
SUPPLY OF POLYMER**

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 - I. Contract Performance
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ST. JOHNS COUNTY, FL – RFP NO: 15-49; Supply of Polymer

PART I - ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 15-49; Supply of Polymer**. Interested, qualified respondents may submit RFP Packages according to the requirements described herein to the St. Johns County Purchasing Department located at 500 San Sebastian View, St. Augustine, FL 32084. All RFP Packages are due by or before 4:00PM (EST) on **Thursday, April 9, 2015**. Any packages delivered to or received by the SJC Purchasing Department after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

The scope of work for this project includes the supply and delivery of Polymer (Cationic Polyacrylamide) to the SJC Utility Department on an as needed basis. The process of dewatering waste activated sludge to the required 15% or greater total solids requires the use of polymer, a coagulant which causes the sludge particles to separate, allowing the water to drain back to the wastewater treatment plant, and the sludge to form a cake-like material to be removed and further treated to meet EPA requirements. The polymer shall be required to process aerobically digested sludge of varying qualities from two aerobic digesters and one sludge thickener (Anastasia Island wastewater treatment plant), one aerobic digester (SR16 wastewater treatment plant), one aerobic digester (Sawgrass wastewater treatment plant), and one aerobic digester (Northwest wastewater treatment plant).

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Any and all questions related to the RFP should be directed, *in writing*, to Jaime Locklear, CPPB, Contract Coordinator via email at jlocklear@sjcfl.us, fax to (904) 209-0159, or postal mail to SJC Purchasing, at 500 San Sebastian View, St. Augustine, FL 32084. Inquiries and questions **must** be submitted *in writing* via fax, letter or email to the party shown above and received no later than close of business (5:00PM) on Thursday, March 26, 2015, to allow adequate time for response and/or an addendum. **Interested vendors may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP. All inquires will be routed to the appropriate staff member for response.**

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 15-49: SUPPLY OF POLYMER**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original and five (5) copies of the RFP Package which shall include all required documents and any supplemental information.

Deliver or Ship RFP Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084.

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 RFP 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 or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for qualifications.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request 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, 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's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

PART II: INTRODUCTION

A. Objective:

St. Johns County is soliciting RFP Packages from qualified and licensed respondents who are interested in supplying the SJC Utility Department with polymer (cationic polyacrylamide) on an as needed basis. This Request for Proposals shall serve to evaluate and rank a list of respondents to determine the vendor with the best product to serve the needs of the SJC Utility Department. The County may request the top three (3) ranked firms to submit their products for jar testing as needed to demonstrate the capabilities of the product. The County reserves the right to request more or less than three (3) firms to submit for jar testing. The County shall select the firm with the best quality product, at the best price to provide the polymer for the County.

B. Purpose:

The process of dewatering waste activated sludge to the required 15% or greater total solids requires the use of polymer, a coagulant which causes the sludge particles to separate, allowing the water to drain back to the wastewater treatment plant, and the sludge to form a cake-like material to be removed and further treated to meet EPA requirements. The polymer shall be required to process aerobically digested sludge of varying qualities from two aerobic digesters and one sludge thickener (Anastasia Island wastewater treatment plant), one aerobic digester (SR16 wastewater treatment plant), one aerobic digester (Sawgrass wastewater treatment plant), and one aerobic digester (Northwest wastewater treatment plant).

C. RFP Contact Information for Questions:

Any and all questions or requests for information relating to this Request for Qualifications must be directed, *in writing*, to Jaime T. Locklear, CPPB, Contract Coordinator, SJC Purchasing Department, via email to jlocklear@sjcfl.us, fax to (904) 209-0158, or via USPS delivered to 500 San Sebastian View, St. Augustine, FL 32084. Questions must be submitted as stated above, by or before close of business (5:00PM) on Thursday, March 19, 2015, to allow adequate time for response and/or an addendum. **Interested firms may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.**

D. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

E. Due Date & Location:

Packages submitted in response to this Request for Proposals must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on Thursday, April 2, 2015. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

RFP Packages shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

F. Submittal Packaging Instructions:

RFP Packages must be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: "RFP No: 15-49; SUPPLY OF POLYMER". Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container. Each package must consist of one (1) original and five (5) copies of the respondent's proposal, which shall include all required documents and any supplemental information.

G. Evaluation of Responses:

All properly submitted RFP Packages shall be evaluated by an Evaluation Committee. Each Evaluation Committee Team Member will receive a set of all of the RFP Packages submitted, a copy of the RFP Document with all issued Addenda, an Evaluator's Score Sheet, and Evaluator's Score Narrative Sheet. The Team shall then evaluate each RFP Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no

communication, coordination, or influence from any other Evaluation Team Member, or any other individual. Scores for each Respondent shall be recorded on the Evaluator's Score Sheet. If more than one submittal is received, a public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and rank the firms' scores highest to lowest.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified. All such presentations or interviews shall be open to the public.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to / negotiate with the firms whose proposals best serve the interests of the County.

H. Evaluation Criteria:

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

| <u>Evaluation Criteria:</u> | <u>Maximum Possible Points per Evaluator:</u> |
|---|---|
| A. RFP Package Format | 05 |
| B. Technical Knowledge/Credentials | 25 |
| C. Chemical Makeup of Polymer | 20 |
| D. Available Methods of Delivery | 10 |
| E. Pricing | 15 |

I. Contract Award:

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with approved product as determined by the jar-testing, with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

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.

PART III: GENERAL REQUIREMENTS

A. Estimated Annual Quantities:

The estimated annual amount of polymer used by the SJC Utility Department is detailed below:

- Anastasia Island WWTP: 2,700 gallons @8.18#/gallon = 22,103#/year
- State Rd 16 WWTP – 1,100 gallons at 8.18#/gallon = 8,998#/year
- Southground WWTP – 5,280 gallons at 8.18#/gallon = 43,190#/year

The Northwest WWTP is expected to go on line in October 2015, which will take approximately sixty five percent (65%) of the flow from the State Rd 16 WWTP. This will make the total annual estimated amount of polymer approximately 74,291#/year.

B. Scope of Work:

In addition to the supply of Polymer (Cationic Polyacrylamide), there are responsibilities for which the Contractor(s) shall be held accountable for through the duration of the contract term. These responsibilities are as follows:

Deliveries:

The Contractor shall perform any and all deliveries necessary to adequately supply the St. Johns County Utility Department

with Polymer (Cationic Polyacrylamide) as needed to service the two (2) aerobic digesters and one (1) gravity belt sludge thickener located at the Anastasia Island Wastewater Treatment Plant or other facilities as required. These deliveries shall be made after receipt of order (ARO) within the number of days as approved by the SJC Utility Department, so as to prevent delays and stoppages in waste activated sludge processing. Deliveries shall be made between the hours of 7:00am and 3:00pm, Monday through Friday. Delivery methods may be in fifty five (55) gallon drums or three hundred (300) gallon totes, as long as handling arrangements are approved by the SJC Utility Department.

Equipment:

The Contractor shall be required to own, lease or rent any and all equipment necessary to provide the required services included under this RFP. The Contractor shall make the necessary deliveries with truck(s) equipped with a rear lift gate designed to handle a minimum of fifty five (55) gallon drums which way approximately four hundred fifty (450) pounds, in order to drop the product containers on pallets onto the sidewalk. The Contractor shall also be responsible for maintaining any and all equipment and tools necessary to provide samples, of any lot delivered, to SJC Utility Staff upon request.

Pick Up:

The Contractor shall be responsible for the pick-up and removal of empty containers, as requested by the SJC Utility Department, from the Anastasia Island Wastewater Treatment Plant at the time of delivery of the most recent order of the product.

Clean Up/Safety:

The Contractor(s) shall be responsible for the clean-up of any Contractor-caused spills of the polymer. The Contractor shall also be required to provide adequate protection and safety for persons and property at the delivery location(s).

Polymer:

The Contractor-supplied polymer shall be: cationic water soluble in emulsion, non-toxic, able to soak up with an inert material in the case of a spill, have a pH of 4.9, no flash point, and have an RCRH status of not a hazardous waste. The following HMIS and NFPA ratings shall be required: Health: HMIS of 1 and NFPA of 1 ; Flammability: HMIS of 1 and NFPA of 1; and Reactivity: HMIS of 0 and NFPA of 0.

C. Qualifications

Interested respondents must be currently licensed to do business in the State of Florida, must have been in business for a minimum of five (5) years, and provide proof of such in the submitted RFP Package. Upon award, the Contractor must obtain and provide proof of a Local Business Tax Receipt from St. Johns County, unless the respondent is a state certified contractor. Copies of any and all licenses, permits, certifications and any and all other relevant documentation must be submitted with each respondent's RFP Package on Attachment "B" – Licenses/Certifications.

Inspection of the Respondents' facilities may be made prior to the award of contracts. Packages will only be considered from Specialty Contractors that are regularly engaged in the business of providing the services as described herein. Respondents must provide proof of a good record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the work described herein. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by St Johns County.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The County will require respondents to show proof that they have been designated as an authorized representative of a manufacturer or supplier, and is the actual source of supply. In these instances, the County will also require material information from the source or supply regarding the quality, packaging, and characteristic of the products to be supplied to the County through the designated representative. Any conflicts between the material information provided by the source of supply and the information contained in the Respondent's proposal may render the proposal non-responsive.

D. Sub-Contractors

If the awarded vendor elects to sub-contract with any firm, for any portion of the work, the awarded shall be responsible for all work performed by any sub-contract and shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contracts to be used if awarded the contract. Each Respondent must complete Attachment "C" – List of Sub-Contractors, and attach a copy of any and all licenses and certificates for each sub-contract listed and submit with each copy of the RFP Package. If no sub-contracts are proposed, so state there on.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contracts to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent, at no cost to the County.

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

Sub-contracts and other persons/organizations proposed by the Respondent and accepted by the County must be used on the work for which they were proposed and shall not be changed except with the written approval of the County.

PART IV: CONTRACT REQUIREMENTS

A. Insurance Requirements

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 the 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. 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 (if three or more) per Florida Statue 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 \$2,000,000 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, the County Administrator or his designee may adjust these insurance requirements.

B. Licenses, Permits & Fees

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required

to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

C. Contract Agreement & Term

The Contract Agreement for the supply of polymer shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of one (1) year, with the opportunity to renew the contract for up to four (4) one year periods. The renewal or extension of this Contract Agreement shall be contingent upon satisfactory performance by the Contractor, availability of funds, and the approval of the SJC Utility Department, and Purchasing Department Manager.

In the event the SJC Utility Department chooses not to exercise any renewal available under the awarded contract, St. Johns County reserves the right to negotiate with the remaining respondents who've been evaluated, ranked, and whose product has been approved through jar testing. In the event that negotiations with an alternate respondent, a contract may be issued to that secondary firm for one or more of the remaining, available contract renewals under this RFP.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP. It is further understood, no Respondent (whether selected or not) may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Respondent.

D. Governing Laws & Regulations

It shall be the responsibility of the Consultant to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

E. Termination

Failure on the part of the Consultant 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 stating any and all items of non-compliance. The Consultant shall then have seven (7) 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, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

F. 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.

PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Confidentiality

The County shall not discuss or disclose proposals or their proposed cost with competing firms during the selection process or otherwise disclose them to the public except as may be required under the Federal and State Freedom of Information Acts and other relevant law. Proprietary information that is submitted must be identified as such at the time of submission, and shall not be disclosed to the public or competing vendors at any point in time.

After a contract is awarded in whole or in part, this RFP and all responses are considered public information, except for material that qualifies as proprietary information or trade secrets under Federal, State and Local law. To properly designate material as trade secrets or proprietary information, the Respondent must invoke the protections of this provision prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

No responsibility is to be attached to the Purchasing Manager or purchasing representatives for the premature opening or disclosure of a proposal not properly addressed and identified.

B. Respondent Responsibilities

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (90) consecutive calendar days following the submittal due date. If additional time is required to determine an award, the County shall request the top ranked firm for an extension of time to complete award activities.

C. RFP Package Submittal Format

All RFP Packages must follow the same format, and shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

| <u>Section</u> | <u>Topic</u> |
|----------------|---|
| 1 | Letter of Introduction |
| 2 | Technical Knowledge of Product & Applications |
| 3 | Chemical Make-Up of Polymer |
| 4 | Available Methods of Delivery |
| 5 | Pricing Proposal |
| 6 | Other Required Forms |

D. RFP Package Components

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) original, and five (5) copies on 8 1/2" x 11" pages, numbered, with headings typewritten with no smaller than 10 size font, and sections and sub-sections identified appropriately.

Section 1: Letter of Introduction – Respondents shall provide a one or two page letter of introduction. The letter of introduction should include the following:

- A brief statement of the respondent's understanding of the services to be provided;
- Highlights of the Respondent's qualifications and ability to perform the project services;
- The Respondent's Company type (sole proprietorship, partnership, corporation, joint venture, etc), Company name and business address – must include location address of office that will administer this Contract;

- All contact information, including name, title, phone number, fax number, e-mail address, and street address of any contact person(s) in Respondent's organization who will respond to questions regarding the submitted RFP Package;
- FEIN, SSN (in the case of sole proprietorship or partnership), Principals, Corporate Information
- A letter of Designation of Authority for any representative of the firm who may be submitting the RFP or signing any documents on behalf of the firm who is not the Owner or Principal of the firm;

Section 2: Technical Knowledge of Product & Applications – Each Respondent must demonstrate adequate technical knowledge of the product and its uses as described herein. This section will be evaluated based on the Respondent's capabilities in supplying this product and performing these services, and the Respondent's background, including the number of years in business. Each Respondent must submit a Statement of Qualifications that illustrates the Respondent's technical knowledge, background, and capabilities.

Section 3: Chemical Make-Up of Product – Each Respondent must provide the chemical makeup of the polymer supplied by his respondent, including any and all MSDS information as well as background information as to the performance of his polymer in the kind of use as described herein.

Section 4: Available Methods of Delivery – Each Respondent must demonstrate any and all methods of delivery that his company is capable of providing for the County, to include schedules, lot sizes, container options, available alternatives, and any other information regarding delivery that demonstrates the respondent's ability to meet the County's need for this product.

Section 4: Pricing Proposal – Each Respondent shall submit a Unit Price per pound for their proposed polymer product. This information shall be provided on Attachment "D" – Pricing Proposal provided herein.

Section 5: Other Required Forms – Respondents shall submit the following: Attachment "A" – Affidavit, and copies of any issued addenda in this section of the RFP Package along with any other miscellaneous supplementary documentation the Respondent feels is required to support the information provided in previous sections of the RFP Package.

EXAMPLE EVALUATOR'S SCORE SHEET

ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
CRITERIA FOR RANKING:

DATE: _____
PROJECT: RFP: 15-49; Supply of Polymer

| RESPONDENTS | A. RFP Format 0 to XX | B. Technical Knowledge of Product & Applications 0 to XX | C. Chemical Make- Up of Product 0 to XX | D. Available Methods of Delivery 0 to XX | E. Pricing Proposal 0 to XX | TOTALS |
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SIGNATURE OF RATER: _____ PRINT NAME: _____ DATE: _____

ST. JOHNS COUNTY, FL
RFP NO: 15-49; SUPPLY OF POLYMER

ATTACHMENT "A"
AFFIDAVIT

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

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

The 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 _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 15-49, Supply of Polymer.

The affiant further states that no more than 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 respondent has no financial interest in the firm of another respondent 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, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer)

By _____

(Title)

Sworn and subscribed to before me this _____ day of _____ 2015.

Notary Public

My Commission Expires: _____

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

ST. JOHNS COUNTY, FL
RFP NO: 15-49; SUPPLY OF POLYMER

ATTACHMENT "B"
LICENSES / CERTIFICATIONS

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

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

| License Name | License # | Issuing Agency | Expiration Date |
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ST. JOHNS COUNTY, FL
RFP NO: 15-49; SUPPLY OF POLYMER

ATTACHMENT "C"
LIST OF PROPOSED SUB-CONTRACTORS

All sub-contractors are subject to approval of Owner. The Respondent proposes the following sub-contractors to be used in connection with the specified services:

DIVISION OF WORK

NAME AND ADDRESS OF SUBCONTRACTORS

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RFP NO.: 15-49

**PRICING PROPOSAL FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: Supply of Polymer

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

DATE SUBMITTED: _____

PRICING PROPOSAL OF

FULL LEGAL COMPANY NAME

Business (Mailing) Address Telephone Number Fax Number

Respondents: Having become familiar with specified service requirements, and having carefully examined the RFP requirements, including the Advertisement, Instructions, and Contract Documents, including the RFP Documents and Specifications, entitled for RFP No: 15-49; Supply of Polymer, 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 Unit Prices quoted in this Proposal as follows:

UNIT PRICE PROPOSAL:

FOR: Supply of Polymer

Each firm shall submit Unit Prices for each of the items listed below. Unit Prices must include any and all costs related to providing the services included in the RFP Documents.

Unit Price for 55 gallon drum: _____

Unit Price for 300 gallon tote: _____

Each Firm shall submit a breakdown explaining any and all costs incorporated in the Unit Price proposed above and attach hereto. The County reserves the right to reject any proposal that does not include this breakdown.