RESOLUTION NO. 2016-325

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 16-54 AND TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF WATER AND WASTEWATER TREATMENT CHEMICALS

RECATALS

WHEREAS, the County desires to enter into a contract with the following nine firms: Airdas Specialty Products, Inc., Thatcher Chemical of Florida, Inc., Hawkins, Inc., Odyssey Manufacturing, Aquasol Commercial Chemical, Chemtrade, Airdas USA, LLC, Shrieve Chemical, Shannon Chemical Corporation to purchase water and wastewater treatment chemicals for St. Johns County Utility Department; and

WHEREAS, the scope of the project shall consist of supplying and delivering purchased Sodium Bisulfite, Sodium Hypochlorite (Bulk Deliveries & Non-Tanker Deliveries), Calcium Hypochlorite (HTH), Hypochloric Acid (Muriatic Acid), Anhydrous Ammonia, MicroC2000, Aluminum Sulfate (Bulk Deliveries and 55 gal. Drums), Carbon Dioxide, Sulfuric Acid, and Poly/Ortho Blend on an as needed basis.

WHEREAS, through the County’s formal bid process, the above referenced nine (9) firms were selected as the lowest, responsive, responsible bidders for the respective chemicals to enter into a contract with the County for the purpose referenced above; and

WHEREAS, the project is being funded by the Utility; and

WHEREAS, said purchase serves a public purpose.

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

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

Section 2. The County Administrator, or his designee, is hereby authorized to award Bid No. 16-54 to Airdas Specialty Products, Inc., Thatcher Chemical of Florida, Inc., Hawkins, Inc., Odyssey Manufacturing, Aquasol Commercial Chemical, Chemtrade, Airdas USA, LLC, Shrieve Chemical, Shannon Chemical Corporation, and further authorized to execute an agreement on behalf of the County for the purchase water and wastewater treatment chemicals.

Section 3. 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 18 day of October, 2016.

ATTEST: Hunter S. Conrad, Clerk

By: [Signature]
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Jeb S. Smith, Chair

RENDITION DATE 10/31/16
INTEROFFICE MEMORANDUM

TO: Frank Kenton, Assistant Utility Director
FROM: Leigh Daniels, CPPB, Senior Buyer
SUBJECT: Transmittal of Bids Received for Bid No. 16-54, Water & Wastewater Treatment Chemicals
DATE: September 21, 2016

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

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

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

Department Head Approval  
Date  9/20/16

Budget Amount
Account Funding Title
Funding Charge Code
Award to
Award Amount

Please see attached memo.
ST. JOHNS COUNTY
UTILITY DEPARTMENT
1205 STATE ROAD 16
St. Augustine, Florida 32084-8646
(904) 209-2700

INTEROFFICE MEMORANDUM

TO: Leigh Daniels, Senior Buyer
FROM: Frank Kenton, Assistant Utility Director
SUBJECT: Bid No. 16-54, Water & Wastewater Treatment Chemicals
DATE: September 27, 2016

The Utility Department has carefully reviewed the bids referenced above. Please find a list below showing the chemical name and the company recommended for award of the bid for that particular chemical.

5. Calcium Hypochlorite/HTH: Hawkins, Inc.
6. Sodium Hypochlorite/HTH (Bulk): Odyssey Manufacturing
7. Sodium Hypochlorite/HTH (Non-Bulk): Aquasol Commercial Chemical
8. Aluminum sulfate (Bulk): Chemtrade
10. Carbon Dioxide: Airgas USA, LLC
11. Sulfuric Acid: Shrieve Chemical
12. Poly/Ortho Blend: Shannon Chemical Corporation

The funding titles, charge codes and budgeted amounts are as follows:

- Water Treatment/Operating Supplies: 4411-55200 $465,000
- Wastewater Treatment/Operating Supplies: 4415-55200 $339,000
- PV Water Treatment/Operating Supplies: 4471-55200 $64,000
- PV Wastewater Treatment/Operating Supplies: 4473-55200 $126,000

Please let me know if you need anything further.
<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
<th>Price</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
<td>10</td>
<td>$50</td>
<td>Description 1</td>
</tr>
<tr>
<td>Item 2</td>
<td>20</td>
<td>$30</td>
<td>Description 2</td>
</tr>
<tr>
<td>Item 3</td>
<td>30</td>
<td>$20</td>
<td>Description 3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company</th>
<th>Unit Price</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company A</td>
<td>$100</td>
<td>Description A</td>
</tr>
<tr>
<td>Company B</td>
<td>$150</td>
<td>Description B</td>
</tr>
</tbody>
</table>

**Bids**

- **Bid Title:** Water & Wastewater Treatment Chemicals
- **Opening Date:** 02/16/16
- **Closing Date:** 02/20/16
- **Bid Number:** 16-04

*Note: Bids must be submitted by 2:00 PM on the closing date.*
BID NO: 16-54
OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: 9/19/16

BID PROPOSAL OF
Airgas Specialty Products, Inc.

Full Legal Company Name

2530 NEVER RD. STE 300, 800-Ammonia 877-342-3998
Mailing Address
Lawrenceville, GA 30043
Telephone Number
Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.

<table>
<thead>
<tr>
<th>ITEM &amp; DESCRIPTION</th>
<th>UNIT SIZE</th>
<th>UNIT PRICE</th>
<th>ESTIMATED ANNUAL USAGE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anhydrous Ammonia</td>
<td>LB</td>
<td>$0.74/LB</td>
<td>26,000 LBS</td>
<td>$1924.00</td>
</tr>
<tr>
<td>2. Sodium Hydroxide (50%)</td>
<td>GAL</td>
<td>$X/GAL</td>
<td>20,000 GALS</td>
<td>$</td>
</tr>
<tr>
<td>3. Bisulfite Liquid</td>
<td>GAL</td>
<td>$X/GAL</td>
<td>55,000 GALS</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>DRUM</td>
<td>$X/GAL</td>
<td>55-Gal Drum/1320 GALS</td>
<td>$</td>
</tr>
<tr>
<td>4. Muriatic/Hydrochloric Acid</td>
<td>GAL</td>
<td>$X/GAL</td>
<td>400 GALS</td>
<td>$</td>
</tr>
<tr>
<td>5. Calcium Hypochlorite/HTH</td>
<td>LB</td>
<td>$X/LB</td>
<td>6,500 LBS</td>
<td>$</td>
</tr>
<tr>
<td>6. Chlorine Gas</td>
<td>LB</td>
<td>$X/LB</td>
<td>34,000 LBS (WTP)</td>
<td>$</td>
</tr>
<tr>
<td>7. Sodium Hypochlorite (Bulk)</td>
<td>GAL</td>
<td>$X/GAL</td>
<td>350,000 GALS (WTP)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$X/GAL</td>
<td>300,000 GALS (WWTP)</td>
<td>$</td>
</tr>
<tr>
<td>8. Sodium Hypochlorite (Non-Tanker Delivery)</td>
<td>GAL</td>
<td>$X/GAL</td>
<td>5,000 GALS (WWTP)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>GAL</td>
<td>$X/GAL</td>
<td>8,000 GALS (WTP)</td>
<td>$</td>
</tr>
<tr>
<td>9. MircoC2000</td>
<td>GAL</td>
<td>$X/GAL</td>
<td>25,000 GALS (WWTP)</td>
<td>$</td>
</tr>
<tr>
<td>10. Aluminum Sulfate</td>
<td>GAL</td>
<td>$X/GAL</td>
<td>60,000 GALS</td>
<td>$</td>
</tr>
</tbody>
</table>
DRUM $_____/GAL 55-GAL Drum/825 GALS $_____

11. Carbon Dioxide
   LB $_____/LB 2.4 MILLION LBS $_____

12. Sulfuric Acid
   GAL $_____/GAL 144,000 GALS $_____

13. Poly/Ortho Blend
   GAL $_____/GAL 3,600 GALS $_____

Total Annual Package Bid: $19,240,000

The County reserves the right to award to multiple vendors as required to best suit the needs of the County.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above.

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

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

   No.: _____ Date Received: 9-13-16

   No.: __________ Date Received:

   No.: __________ Date Received:

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.
Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: Argus Specialty Products, Inc. (Seal)

By: [Signature] (Name & Title typed or printed)

Address: 2530 Sever Rd., Ste. 300, Lawrenceville, GA 30043

Telephone No.: 609 AMMONIA Fax No.: (877) 342-3998

Email Address for Authorized Company Representative: cynthia.tenns@argus.com

Federal I.D. Tax Number: 20-2529374 DUNS #: 83-1186510

INDIVIDUAL

Name: [Signature] (Name typed or printed) (Title)

Address:

Telephone No.: Fax No.: 

Email Address: 

Federal I.D. Tax Number: 

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

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

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Martin Werher who being duly sworn, deposes and says he is President (Title) of the firm of Airgas Specialty Products, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, in St. Johns County, Florida.

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

Airgas Specialty Products, Inc.

(Bidder)

By: Martin Werher

President

(Title)

Sworn and subscribed to me this 16 day of September, 2016.

Notary Public:

Signature: Cynthia Thomas

Printed

My commission Expires:

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

FULTON COUNTY, GEORGIA

OCTOBER 24, 2017

Rev 1 103009

20
ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

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

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

<table>
<thead>
<tr>
<th>License Name</th>
<th>License #</th>
<th>Issuing Agency</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Resale Sales Tax</td>
<td>63-8013361135-6</td>
<td>Florida Dept. of Rev</td>
<td>12-31-16</td>
</tr>
</tbody>
</table>

|                                |               |                       |                 |
|                                |               |                       |                 |
|                                |               |                       |                 |
|                                |               |                       |                 |
|                                |               |                       |                 |
|                                |               |                       |                 |
|                                |               |                       |                 |
|                                |               |                       |                 |
2016 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

Business Name and Location Address

AIRGAS SPECIALTY PRODUCTS INC
3600 COUNTY ROAD 547 N
DAVENPORT, FL 33837-8704

Certificate Number

63-8013361135-6

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

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

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

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

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

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

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

Each Bidder shall submit a list of five (5) references of firms/entities that use or have used its product at wastewater treatment plants within the last three (3) years. The reference list must name users at the wastewater treatment plants, not purchasing agents. The reference information must include: name of firm/entity, name and contact information of user at wastewater treatment plant, years of service, amount of chemical supplied and dollar amount of contract.

In addition to the references above, each bidder shall provide a list of any customers with whom a contract with the bidder was terminated early for non-compliance with safety, quality or service requirements for any product supplied by the bidder within the last five (5) years.

Each Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicular accidents involving death or injury, and National Response Center Notifications ("safety incidents") for all chemicals the Bidder delivers or manufactures within the last five (5) years. Failure to disclose references, terminations, or safety incidents shall result in disqualification of the Bidder.

All information requested above shall be compiled and labeled as Attachment "E" and attached to each copy (one original + two copies) of the submitted Bid Proposal.

<table>
<thead>
<tr>
<th>1.</th>
<th>Contact Name/Title: Ms. Karen Trump</th>
<th>City of Cocoa</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name of Firm/Entity: Rust-Go/Utility Buyer</td>
<td>Description/Dates of Services Provided: 2015-2017, Annual 0.8 M lbs. 37,000.00 yr</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address: 900 South Magnolia Ave. Melbourne, FL 32901</td>
<td>Phone #: (321) 638-9091 Fax #: (321) 438-4359</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email Address: <a href="mailto:ktrump@cityofcocoa.com">ktrump@cityofcocoa.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.</th>
<th>Contact Name/Title: Ms. Todd Chief Procurement Officer</th>
<th>City of Cocoa</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name of Firm/Entity:</td>
<td>Description/Dates of Services Provided: 2015-2017, Annual 0.8 M lbs. 37,000.00 yr</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address: 900 South Magnolia Ave. Melbourne, FL 32901</td>
<td>Phone #: (321) 638-9091 Fax #: (321) 438-4359</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email Address:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.</th>
<th>Contact Name/Title: Sharon O'Hanley</th>
<th>City of St. Augustine</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name of Firm/Entity:</td>
<td>Description/Dates of Services Provided: 2015-2017, Annual 0.8 M lbs. 37,000.00 yr</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address: 32085 #1 West King Street, St. Augustine, FL 32085</td>
<td>Phone #: (904) 827-0311 Fax #: (904) 827-0311</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email Address: sharon.o'<a href="mailto:hanley@staugustine.com">hanley@staugustine.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4.</th>
<th>Contact Name/Title: Mr. Brian O'Connor</th>
<th>City of Cocoa</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name of Firm/Entity:</td>
<td>Description/Dates of Services Provided: 2015-2017, Annual 0.8 M lbs. 37,000.00 yr</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address: 900 South Magnolia Ave. Melbourne, FL 32901</td>
<td>Phone #: (321) 638-9091 Fax #: (321) 438-4359</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email Address:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

24
5. Contact Name/Title: Ms. Proxanne Soo Kdeo / Purchasing
Name of Firm/Entity: City of Coral Springs
Description/Dates of Services Provided: 5/1/2016 - 3/31/2017 $6,000.00 per year
Address: 3051 West Sample Road, Coral Springs, Florida 33067
Phone #: (954) 344-1103 Fax #: (954) 344-1186
Email Address: sookdeo@coralsprings.org

Is your company currently involved in any active litigation? __________ If Yes, explain:

______________________________________________________________

See attachment

Has your company ever been sued? __________ If Yes, explain and/or submit court decision or judgment, as applicable:

______________________________________________________________

See attachment

25
AIRGAS SPECIALTY PRODUCTS, INC.
STATEMENT ON LITIGATION

Airgas Specialty Products, Inc., its affiliates, and its parent, Airgas, Inc. (an Air Liquide company), are involved in various litigation and regulatory matters that arise in the ordinary course of business. There are, however, no significant cases of non-compliance with federal, state or local laws that are not promptly addressed. Further information on Airgas’ regulatory compliance can be found on the websites of federal government agencies, including the Environmental Protection Agency and the Occupational Safety and Health Administration of the U.S. Department of Labor.

Airgas maintains programs and procedures to enable the company to ensure and confirm compliance with applicable laws and regulations. An important aspect of such efforts is the Airgas Corporate Governance Guidelines and the Airgas Code of Ethics and Business Conduct. Copies of both documents are available on the Airgas website at www.airgas.com.
ATTACHMENT “F”

St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form

Project Number/Description: Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

[ ] I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

[ ] The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Argos Specialty Products, Inc.

Authorized Representative(s):

Signature

M. J. Weary, President

Print Name/Title

C. A. G. Walker

Print Name/Title

M. C. A. L. Walker

Print Name/Title

Mgr. Contracts
September 13, 2016

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

This Addendum #1 is issued for further respondent’s information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Deletions of Chemical:

Anti-Scalar will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

   The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.
   Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

   The recovery % of each system the uses antiscalant.
   Answer: 15%

   The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?
   Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.
The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

Answer: See Below

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Raw Water</th>
<th>Feed Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chloride (mg/L)</td>
<td>347.0</td>
<td>338.0</td>
</tr>
<tr>
<td>Sulfate (mg/L)</td>
<td>4.4</td>
<td>4.4</td>
</tr>
<tr>
<td>Color (c.u.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Alkalinity (mg/L as CaCO3)</td>
<td>138.3</td>
<td></td>
</tr>
<tr>
<td>Potassium (mg/L)</td>
<td>10.6</td>
<td></td>
</tr>
<tr>
<td>Calcium (mg/L)</td>
<td>96.1</td>
<td></td>
</tr>
<tr>
<td>Magnesium (mg/L)</td>
<td>55.5</td>
<td></td>
</tr>
<tr>
<td>Sodium (mg/L)</td>
<td>150.3</td>
<td></td>
</tr>
<tr>
<td>Iron (mg/L)</td>
<td>0.1</td>
<td></td>
</tr>
<tr>
<td>Manganese (mg/L)</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>Barium (mg/L)</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>Total Organic Carbon (mg/L)</td>
<td>1.5</td>
<td></td>
</tr>
<tr>
<td>Dissolved Organic Carbon (mg/L)</td>
<td>1.9</td>
<td></td>
</tr>
<tr>
<td>Strontium (mg/L)</td>
<td>5.2</td>
<td></td>
</tr>
<tr>
<td>Conductivity (mS/cm2)</td>
<td>2630.0</td>
<td></td>
</tr>
<tr>
<td>pH (S.U.)</td>
<td>5.5</td>
<td></td>
</tr>
<tr>
<td>Total Hardness (mg/L as CaCO3)</td>
<td>471.5</td>
<td></td>
</tr>
<tr>
<td>Temperature (°C)</td>
<td>21.4</td>
<td></td>
</tr>
</tbody>
</table>

Current price SJC pays for each antiscalant.

Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier’s check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

Answer: The delivery is into tanks.
5. Please provide the current suppliers and pricing.

<table>
<thead>
<tr>
<th>Product</th>
<th>Vendor</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminum Sulfate (Bulk)</td>
<td>Chem Trade Chemicals</td>
<td>0.565 per gal</td>
</tr>
<tr>
<td>Aluminum Sulfate (Drum)</td>
<td>Thatcher Chemical of FL</td>
<td>153.85 per 55 Drum</td>
</tr>
<tr>
<td>Anhydrous Ammonia</td>
<td>Airgas Specialty Products</td>
<td>0.7257 per lb.</td>
</tr>
<tr>
<td>Caustic Soda</td>
<td>Allied Universal Corp</td>
<td>2.47 per gal</td>
</tr>
<tr>
<td>Calcium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>144.00 100# Drum</td>
</tr>
<tr>
<td>Chlorine Gas</td>
<td>Allied Universal Corp</td>
<td>79.00 150# Cylinder</td>
</tr>
<tr>
<td>Muratic Acid</td>
<td>Brenntag Mid-South</td>
<td>9.04 per gal</td>
</tr>
<tr>
<td>Anti-Scalant</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>7.56 per gal</td>
</tr>
<tr>
<td>MircoC2000</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>3.12 per gal</td>
</tr>
<tr>
<td>Sodium Bisulfite</td>
<td>Thatcher Chemical of FL</td>
<td>1.804 per gal (Bulk)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.74 per gal (2 Drums)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.24 per gal (4 Drums)</td>
</tr>
<tr>
<td>Sodium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>.61 per gal</td>
</tr>
<tr>
<td>Sodium Hypochlorite (Non-Tanker)</td>
<td>Odyssey Manufacturing Co</td>
<td>1.25 per gal</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>Airgas Carbonic Inc</td>
<td>140.40 per ton</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>Shrieve Chemical Co</td>
<td>1.18 per gal</td>
</tr>
<tr>
<td>Poly/Ortho Blend</td>
<td>American Water Chemicals</td>
<td>5.40 per gal</td>
</tr>
</tbody>
</table>

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

**Answer: See Below for 2016 quantities.**

**2016 YEAR TO DATE TOTALS**

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sulfuric Acid</td>
<td>79113</td>
</tr>
<tr>
<td>Chlorine Bulk</td>
<td>42019</td>
</tr>
<tr>
<td>Sodium Hydroxide</td>
<td>2706</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>0</td>
</tr>
<tr>
<td>Ammonia</td>
<td>8470</td>
</tr>
<tr>
<td>Antiscalant</td>
<td>1620</td>
</tr>
</tbody>
</table>

7. Off of Page 39 – Manufacturer’s Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

**Answer: A COA (for each delivery) is acceptable.**
THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Leigh A. Daniels, CPPB
Senior Buyer

Printed Name/Title

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)
BID NO: 16-54  
OFFICIAL COUNTY BID FORM (Revised 09/13/16)  
ST. JOHNS COUNTY, FLORIDA

PROJECT:  Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED:  September 19, 2016

BID PROPOSAL OF

THATCHER CHEMICAL OF FLORIDA, INC.

Full Legal Company Name  
P. O. Box 27407, Salt Lake City, UT 84127-0407  (386) 490-1638  (386) 490-1641

Mailing Address  
Telephone Number  
Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54: Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.

<table>
<thead>
<tr>
<th>ITEM &amp; DESCRIPTION</th>
<th>UNIT SIZE</th>
<th>UNIT PRICE</th>
<th>ESTIMATED ANNUAL USAGE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anhydrous Ammonia</td>
<td>LB</td>
<td>$ No Bid/LB</td>
<td>26,000 LBS</td>
<td>$ N/A</td>
</tr>
<tr>
<td>2. Sodium Hydroxide (50%)</td>
<td>GAL</td>
<td>$ No Bid/GAL</td>
<td>20,000 GALS</td>
<td>$ N/A</td>
</tr>
<tr>
<td>3. Bisulfite Liquid</td>
<td>GAL</td>
<td>1.789</td>
<td>55,000 GALS</td>
<td>98,395.00</td>
</tr>
<tr>
<td>4 Drum Minimum Order:</td>
<td>DRUM</td>
<td>3.144</td>
<td>55-Gal Drum/1320 GALS</td>
<td>4,150.08</td>
</tr>
<tr>
<td>4. Muriatic/Hydrochloric Acid</td>
<td>GAL</td>
<td>$ No Bid/GAL</td>
<td>400 GALS</td>
<td>$ N/A</td>
</tr>
<tr>
<td>5. Calcium Hypochlorite/HTH</td>
<td>LB</td>
<td>$ No Bid/LB</td>
<td>6,500 LBS</td>
<td>$ N/A</td>
</tr>
<tr>
<td>6. Chlorine Gas</td>
<td>LB</td>
<td>$ No Bid/LB</td>
<td>34,000 LBS (WTP)</td>
<td>$ N/A</td>
</tr>
<tr>
<td>7. Sodium Hypochlorite (Bulk)</td>
<td>GAL</td>
<td>$ No Bid/GAL</td>
<td>350,000 GALS (WTP)</td>
<td>$ N/A</td>
</tr>
<tr>
<td>8. Sodium Hypochlorite (Non-Tanker Delivery)</td>
<td>GAL</td>
<td>$ No Bid/GAL</td>
<td>5,000 GALS (WWTP)</td>
<td>$ N/A</td>
</tr>
<tr>
<td>9. MircoC2000</td>
<td>GAL</td>
<td>$ No Bid/GAL</td>
<td>25,000 GAL (WWTP)</td>
<td>$ N/A</td>
</tr>
<tr>
<td>10. Aluminum Sulfate</td>
<td>GAL</td>
<td>0.5549</td>
<td>60,000 GALS</td>
<td>33,294.00</td>
</tr>
</tbody>
</table>
4 Drum Minimum Order:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity per Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRUM</td>
<td>$2.69/LB</td>
<td>55-GAL</td>
<td>$2,219.25</td>
</tr>
<tr>
<td>LB</td>
<td>No Bid/LB</td>
<td>2.4 MILLION LBS</td>
<td>N/A</td>
</tr>
<tr>
<td>GAL</td>
<td>No Bid/GAL</td>
<td>144,000 GALS</td>
<td>N/A</td>
</tr>
<tr>
<td>Poly/Ortho Blend</td>
<td>No Bid/GAL</td>
<td>3,600 GALS</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Total Annual Package Bid: $138,058.33

The County reserves the right to award to multiple vendors as required to best suit the needs of the County.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above.

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a “No Bid”, and disqualify the Bidder from consideration of award.

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

No.: 1 Date Received: 9/13/2016

No.: Date Received: NOTE - Appendices A and B form part of our proposal.

No.: Date Received:

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier’s check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.
Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: THATCHER CHEMICAL OF FLORIDA, INC. (Seal)

By: Craig N. Thatcher, President
Signature of Authorized Representative
(Name & Title typed or printed)

By: Diane T. Barlow, Secretary
Signature of Authorized Representative
(Name & Title typed or printed)

Address: 245 Hazen Road, Deland, FL 32720-3967

Telephone No.: (386) 490-1638 Fax No.: (386) 490-1641

Email Address for Authorized Company Representative: craig.thatcher@tchem.com

Federal I.D. Tax Number: 26-1375349 DUNS #: 00-419-6733

INDIVIDUAL

Name: __________________________ (Signature) __________________________ (Name typed or printed) __________________________ (Title)

Address: __________________________

Telephone No: (__) Fax No: ______________

Email Address: __________________________

Federal I.D. Tax Number: __________________________

Submitittal Requirements: Official County Bid Form
Attachment “A” – Affidavit
Attachment “B” – Certificate as to Corporate Principal
Attachment “C” – License/Certification List
Attachment “D” – List of Proposed Sub-Contractors
Attachment “E” – References Information
Attachment “F” – Conflict of Interest Disclosure Form
Bid Bond
Fully Acknowledged Addenda Applicable to this bid

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

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

UTAH
STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared [Craig N. Thatcher] who being duly sworn, deposes and says he is [President] (Title) of the firm of [Thatcher Chemical of Florida, Inc.] Bidder submitting the attached proposal for the services covered by the bid documents for [Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, in St. Johns County, Florida.]

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

THATCHER CHEMICAL OF FLORIDA, INC.

(Bidder)

By: [Craig N. Thatcher] [President] [Title]

Sworn and subscribed to me this [19th] day of [September], [2016].

Notary Public:

[Signature]

Wendy G. Richmond

Printed

My commission Expires: [January 11, 2019]

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH BID.
ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Diane T. Barlow ___________________, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Craig N. Thatcher ______________ who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.

[Signature]
Secretary

Corporate Seal

(STATE OF FLORIDA Utah
COUNTY OF ST-JOHN'S) Salt Lake

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

Subscribed and sworn to me this 21st day of September , 2016, A.D.

[Signature]
Della Zaeh
NOTARY PUBLIC
State of Florida-at-large
Utah

My Commission Expires: july 20, 2019

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)
FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition
As of December 31, 2015

ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds</td>
<td>$142,878,497</td>
</tr>
<tr>
<td>Stocks</td>
<td>22,315,096</td>
</tr>
<tr>
<td>Cash and Short Term Investments</td>
<td>337,835</td>
</tr>
<tr>
<td>Reinsurance Recoverable</td>
<td>24,731,651</td>
</tr>
<tr>
<td>Other Accounts Receivable</td>
<td>19,935,844</td>
</tr>
<tr>
<td><strong>TOTAL ADMITTED ASSETS</strong></td>
<td><strong>$210,198,923</strong></td>
</tr>
</tbody>
</table>

LIABILITIES, SURPLUS AND OTHER FUNDS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for Taxes and Expenses</td>
<td>$46,436</td>
</tr>
<tr>
<td>Ceded Reinsurance Premiums Payable</td>
<td>40,456,309</td>
</tr>
<tr>
<td>Securities Lending Collateral Liability</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td><strong>$40,502,745</strong></td>
</tr>
<tr>
<td>Capital Stock, Paid Up</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Surplus</td>
<td>164,696,178</td>
</tr>
<tr>
<td>Surplus as regards Policyholders</td>
<td>169,696,178</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$210,198,923</strong></td>
</tr>
</tbody>
</table>

Securities carried at $57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be $212,137,795 and surplus as regards policyholders $171,635,049.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.

[Signature]
Corporate Secretary

State of Illinois
City of Schaumburg  SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.

[Signature]
Notary Public
ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

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

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

<table>
<thead>
<tr>
<th>License Name</th>
<th>License #</th>
<th>Issuing Agency</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business License</td>
<td>09060301</td>
<td>County of Volusia, FL</td>
<td>Sept. 30, 2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Volusia County Business Tax Receipt

**2015/2016**

**Volusia County Business Tax Receipt**

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:

Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – 386-736-5938

<table>
<thead>
<tr>
<th>Receipt #</th>
<th>200906030001</th>
<th>Expires: September 30, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Location</td>
<td>245 HAZEN RD</td>
<td></td>
</tr>
</tbody>
</table>

**Business Name:** THATCHER CHEMICAL OF FLORIDA

**Owner Name:** THATCHER CHEMICAL OF FLORIDA

**Mailing Address:**

- P O BOX 27407
- SALT LAKE CITY, UT 84127

**BUSINESS TYPE**

<table>
<thead>
<tr>
<th>BUSINESS TYPE</th>
<th>CODE</th>
<th>COUNT</th>
<th>TAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturing</td>
<td>391</td>
<td>5</td>
<td>$30.00</td>
</tr>
<tr>
<td>Hazardous Waste Fee</td>
<td>820</td>
<td></td>
<td>$37.00</td>
</tr>
</tbody>
</table>

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder’s ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

---

**Volusia County Business Tax Receipt**

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – 386-736-5938

**DATE PAID:** 07/13/2015
**PAYMENT:** Lockbox-14-00087553
**RECEIPT #:**

**TOTAL TAX:** 67.00
**PENALTY:** 0.00

**TOTAL PAID:** 67.00

**Receipt #** 200906030001 **Expires:** September 30, 2016

**Business Location:** 245 HAZEN RD

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS
ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS

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

<table>
<thead>
<tr>
<th>DIVISION OF WORK</th>
<th>NAME AND ADDRESS OF SUBCONTRACTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freight transportation.</td>
<td>Thatcher Transportation, 1905 Fortune Rd., SLC, UT 84104</td>
</tr>
</tbody>
</table>

| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
Each Bidder shall submit a list of five (5) references of firms/entities that use or have used its product at wastewater treatment plants within the last three (3) years. The reference list must name users at the wastewater treatment plants, not purchasing agents. The reference information must include: name of firm/entity, name and contact information of user at wastewater treatment plant, years of service, amount of chemical supplied and dollar amount of contract.

In addition to the references above, each bidder shall provide a list of any customers with whom a contract with the bidder was terminated early for non-compliance with safety, quality or service requirements for any product supplied by the bidder within the last five (5) years.

Each Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicular accidents involving death or injury, and National Response Center Notifications ("safety incidents") for all chemicals the Bidder delivers or manufactures within the last five (5) years. Failure to disclose references, terminations, or safety incidents shall result in disqualification of the Bidder.

All information requested above shall be compiled and labeled as Attachment “E” and attached to each copy (one original + two copies) of the submitted Bid Proposal.

1. Contact Name/Title: Terry or Bob Bishop  
   Name of Firm/Entity: City of Winter Haven, FL  
   Description/Dates of Services Provided: Supply and delivery of sodium bisulfite.  
   Address: P.O. Box 2277, Winter Haven, FL 33883  
   Phone #: (863) 291-5763  
   Email Address: bblishop@mywinterhaven.com

2. Contact Name/Title: Dennis Martin, Superintendent  
   Name of Firm/Entity: Clay County Utility Authority, FL  
   Description/Dates of Services Provided: Supply and delivery of sodium bisulfite.  
   Address: 3176 Old Jennings Road, Middleburg, FL 32068  
   Phone #: (904) 282-2262  
   Email Address: dmartin@clayutility.org

3. Contact Name/Title: Barbara Green  
   Name of Firm/Entity: Hillsborough County, FL  
   Description/Dates of Services Provided: Supply and delivery of sodium bisulfite.  
   Address: 601 E. Kennedy Blvd., 18th Floor, County Center, Tampa, FL 33602  
   Phone #: (813) 301-7076  
   Email Address:  

4. Contact Name/Title: David Porter  
   Name of Firm/Entity: City of Clearwater, FL  
   Description/Dates of Services Provided: Supply and delivery of sodium bisulfite.  
   Address: 100 South Myrtle Avenue, Clearwater, FL 33756  
   Phone #: (727) 562-4960 ext. 7248  
   Email Address: david.porter@myclearwater.com

24
5. Contact Name/Title: Rob Marcincuk, Chief Operator
Name of Firm/Entity: City of Tarpon Springs, FL
Description/Dates of Services Provided: Supply and delivery of sodium bisulfite.

Address: 201 East Pine Street, Tarpon Springs, FL 34689
Phone #: (727) 942-5616
Email Address: rmarcincuk@ci.tarpon-springs.fl.us

Is your company currently involved in any active litigation? No. If Yes, explain: N/A

Has your company ever been sued? Yes. If Yes, explain and/or submit court decision or judgment, as applicable:

Thatcher Chemical of Florida, Inc. settled claims with the Florida Department of Environmental Protection earlier this year. The claim was dismissed as per the Settlement Agreement.
ATTACHMENT “E”
REFERENCE INFORMATION

Each Bidder shall submit a list of five (5) references of firms/entities that use or have used its product at wastewater treatment plants within the last three (3) years. The reference list must name users at the wastewater treatment plants, not purchasing agents. The reference information must include: name of firm/entity, name and contact information of user at wastewater treatment plant, years of service, amount of chemical supplied and dollar amount of contract.

In addition to the references above, each bidder shall provide a list of any customers with whom a contract with the bidder was terminated early for non-compliance with safety, quality or service requirements for any product supplied by the bidder within the last five (5) years.

Each Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicular accidents involving death or injury, and National Response Center Notifications (“safety incidents”) for all chemicals the Bidder delivers or manufactures within the last five (5) years. Failure to disclose references, terminations, or safety incidents shall result in disqualification of the Bidder.

All information requested above shall be compiled and labeled as Attachment “E” and attached to each copy (one original + two copies) of the submitted Bid Proposal.

1. Contact Name/Title: Terry Carver
   Name of Firm/Entity: City of Winter Haven, FL
   Description/Dates of Services Provided: Supply and delivery of liquid aluminum sulfate.
   Address: 4400 Pollard Road, Winter Haven, FL 33884
   Phone #: (863) 291-5763
   Email Address: tcarver@mywinterhaven.com

2. Contact Name/Title: Robert Jones, WTP Lead Operator
   Name of Firm/Entity: City of Edgewater, FL
   Description/Dates of Services Provided: Supply and delivery of liquid aluminum sulfate.
   Address: 3315 SR 442, Edgewater, FL 32132
   Phone #: (386) 424-2490
   Email Address: rjones@cityofedgewater.org

3. Contact Name/Title: Brady Sorah, Chief Water Plant Operator
   Name of Firm/Entity: City of North Port, FL
   Description/Dates of Services Provided: Supply and delivery of liquid aluminum sulfate.
   Address: 5655 North Port Blvd., North Port, FL 34287
   Phone #: (941) 426-1807
   Email Address: wsonah@cityofnorthport.com

4. Contact Name/Title: Roger Maimrank, WWTP Supervisor
   Name of Firm/Entity: City of Sarasota, FL
   Description/Dates of Services Provided: Supply and delivery of liquid aluminum sulfate.
   Address: 1750 12th Street, Sarasota, FL 34236
   Phone #: (941) 365-2200, ext. 6266
   Email Address: roger.maimrank@sarasotagov.com
5. Contact Name/Title: Scott Galloway, Plant Superintendent
   Name of Firm/Entity: City of West Palm Beach, FL
   Description/Dates of Services Provided: Supply and delivery of liquid aluminum sulfate.

   Address: 4325 North Haverhill Road, West Palm Beach, FL 33401
   Phone #: (561) 255-0113
   Email Address: sgalloway@wpb.org

   Is your company currently involved in any active litigation? No. If Yes, explain: N/A

   Has your company ever been sued? Yes. If Yes, explain and/or submit court decision or judgment, as applicable:

   Thatcher Chemical of Florida, Inc. settled claims with the Florida Department of Environmental Protection earlier this year. The claim was dismissed as per the Settlement Agreement.
ATTACHMENT E

- July 3, 2013 – Thatcher Chemical of Florida, Inc. (Deland) received a citation for non-compliance in regard to non-compliance to closure instructions. This was rectified at the time and facility has been in full compliance since.

- August 23, 2013 – After an internal investigation based upon conversations with FDEP officials, it was discovered and confirmed that a rogue plant manager had been improperly disposing of non-hazardous solids at the plant facility. Subsequent and extensive investigation was instigated both internally and by FDEP officials. Thatcher Chemical of Florida, Inc. ownership cooperated fully with FDEP in the process and the issue was resolved and penalties paid. This was the action of a rogue employee who was fired for his actions. All details of this incident are available through Florida Department of Environmental Protection’s OCULUS system.
ATTACHMENT "F"

St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

☑ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: THATCHER CHEMICAL OF FLORIDA, INC.

Authorized Representative(s) :

Craig N. Thatcher/President
Print Name/Title

Diane T. Barlow/Secretary
Print Name/Title
BID NO.: 16-54

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Thatcher Chemical of Florida, Inc. as Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Dollars ($ 5% of bid amount) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated September 21, 2016.

For

Purchase of Water & Wastewater Treatment Chemicals
St. Johns County, Florida

NOW THEREFORE,

(a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

(b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 21st day of September, A.D., 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.
WITNESSES:

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

WITNESSES:

Thatcher Chemical of Florida, Inc.

PRINCIPAL:

Thatcher Chemical of Florida, Inc.

NAME OF FIRM:

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

President

TITLE

245 Hazen Road

BUSINESS ADDRESS

Deland Florida

CITY STATE

Zurich American Insurance Company

SURETY:

Zurich American Insurance Company

CORPORATE SURETY

John Schlichte, ATTORNEY-IN-FACT (AFFIX SEAL)

6967 S. River Gate Dr. Ste. 200

BUSINESS ADDRESS

Salt Lake City, UT 84047

CITY STATE

The Presidio Group

NAME OF LOCAL INSURANCE AGENCY
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by GERALD F. HALEY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Michael WADE, John SCHLICHITE, Kim PAYTON, Della ZEEH and Janice HORMAN, all of Salt Lake City, Utah, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of May, A.D. 2015.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: ____________________________

Secretary
Michael Mckibben

By: ____________________________

Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 13th day of May, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

______________________________
Maria D. Adamaki, Notary Public
My Commission Expires: July 8, 2015
ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

This Addendum #1 is issued for further respondent’s information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Deletions of Chemical:

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

   The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.
   Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

   The recovery % of each system the uses antiscalant.
   Answer: 15%

   The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?
   Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.
The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

Answer: See Below

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Raw Water</th>
<th>Feed Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chloride (mg/L)</td>
<td>347.0</td>
<td></td>
</tr>
<tr>
<td>Sulfate (mg/L)</td>
<td>338.0</td>
<td></td>
</tr>
<tr>
<td>Color (c.u.)</td>
<td>4.4</td>
<td></td>
</tr>
<tr>
<td>Total Alkalinity (mg/L as CaCO3)</td>
<td>138.3</td>
<td></td>
</tr>
<tr>
<td>Potassium (mg/L)</td>
<td>10.6</td>
<td></td>
</tr>
<tr>
<td>Calcium (mg/L)</td>
<td>96.1</td>
<td></td>
</tr>
<tr>
<td>Magnesium (mg/L)</td>
<td>55.5</td>
<td></td>
</tr>
<tr>
<td>Sodium (mg/L)</td>
<td>150.3</td>
<td></td>
</tr>
<tr>
<td>Iron (mg/L)</td>
<td>0.1</td>
<td></td>
</tr>
<tr>
<td>Manganese (mg/L)</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>Barium (mg/L)</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>Total Organic Carbon (mg/L)</td>
<td>1.5</td>
<td></td>
</tr>
<tr>
<td>Dissolved Organic Carbon (mg/L)</td>
<td>1.9</td>
<td></td>
</tr>
<tr>
<td>Strontium (mg/L)</td>
<td>5.2</td>
<td></td>
</tr>
<tr>
<td>Conductivity (mS/cm2)</td>
<td>2630.0</td>
<td></td>
</tr>
<tr>
<td>pH (S.U.)</td>
<td>5.5</td>
<td></td>
</tr>
<tr>
<td>Total Hardness (mg/L as CaCO3)</td>
<td>471.5</td>
<td></td>
</tr>
<tr>
<td>Temperature (oC)</td>
<td>21.4</td>
<td></td>
</tr>
</tbody>
</table>

Current price SJC pays for each antiscalant.

Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?
Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?
Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier’s check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

Answer: The delivery is into tanks.
5. Please provide the current suppliers and pricing.

<table>
<thead>
<tr>
<th>Product</th>
<th>Vendor</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminum Sulfate (Bulk)</td>
<td>Chem Trade Chemicals</td>
<td>0.565 per gal</td>
</tr>
<tr>
<td>Aluminum Sulfate (Drum)</td>
<td>Thatcher Chemical of FL</td>
<td>153.85 per 55 Drum</td>
</tr>
<tr>
<td>Anhydrous Ammonia</td>
<td>Airgas Specialty Products</td>
<td>0.7257 per lb.</td>
</tr>
<tr>
<td>Caustic Soda</td>
<td>Allied Universal Corp</td>
<td>2.47 per gal</td>
</tr>
<tr>
<td>Calcium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>144.00 100# Drum</td>
</tr>
<tr>
<td>Chlorine Gas</td>
<td>Allied Universal Corp</td>
<td>79.00 150# Cylinder</td>
</tr>
<tr>
<td>Muratic Acid</td>
<td>Brenntag Mid-South</td>
<td>9.04 per gal</td>
</tr>
<tr>
<td>Anti-Scalant</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>7.56 per gal</td>
</tr>
<tr>
<td>MiccoC2000</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>3.12 per gal</td>
</tr>
<tr>
<td>Sodium Bisulfite</td>
<td>Thatcher Chemical of FL</td>
<td>1.804 per gal (Bulk)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.74 per gal (2 Drums)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.24 per gal (4 Drums)</td>
</tr>
<tr>
<td>Sodium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>.61 per gal</td>
</tr>
<tr>
<td>Sodium Hypochlorite (Non-Tanker)</td>
<td>Odyssey Manufacturing Co</td>
<td>1.25 per gal</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>Airgas Carbonic Inc</td>
<td>140.40 per ton</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>Shrieve Chemical Co</td>
<td>1.18 per gal</td>
</tr>
<tr>
<td>Poly/Ortho Blend</td>
<td>American Water Chemicals</td>
<td>5.40 per gal</td>
</tr>
</tbody>
</table>

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

**2016 YEAR TO DATE TOTALS**

<table>
<thead>
<tr>
<th>Chemical</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sulfuric Acid</td>
<td>79113</td>
</tr>
<tr>
<td>Chlorine Bulk</td>
<td>42019</td>
</tr>
<tr>
<td>Sodium Hydroxide</td>
<td>2706</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>0</td>
</tr>
<tr>
<td>Ammonia</td>
<td>8470</td>
</tr>
<tr>
<td>Antiscalant</td>
<td>1620</td>
</tr>
</tbody>
</table>

7. Off of Page 39 – Manufacturer’s Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.
BID NO: 16-54
OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: 9/20/16

BID PROPOSAL OF

Full Legal Company Name
Hawkins, Inc.
2363 Clark St, Apopka, FL 32710-800-330-1319 800-624-9315

Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54: Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.

<table>
<thead>
<tr>
<th>ITEM &amp; DESCRIPTION</th>
<th>UNIT SIZE</th>
<th>UNIT PRICE</th>
<th>ESTIMATED ANNUAL USAGE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anhydrous Ammonia</td>
<td>LB</td>
<td>$N/B/LB</td>
<td>26,000 LBS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>2. Sodium Hydroxide (50%)</td>
<td>GAL</td>
<td>$N/B/GAL</td>
<td>20,000 GALS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>3. Bisulfite Liquid</td>
<td>GAL</td>
<td>$N/B/GAL</td>
<td>55,000 GALS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td></td>
<td>DRUM</td>
<td>$N/B/GAL</td>
<td>55-Gal Drum/1320 GALS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>4. Muriatic/Hydrochloric Acid</td>
<td>GAL</td>
<td>$6.75/GAL</td>
<td>400 GALS</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>5. Calcium Hypochlorite/HTH</td>
<td>LB</td>
<td>$1.39/LB</td>
<td>6,500 LBS</td>
<td>$9,035.00</td>
</tr>
<tr>
<td>6. Chlorine Gas</td>
<td>LB</td>
<td>$N/E/LB</td>
<td>34,000 LBS (WTP)</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>7. Sodium Hypochlorite (Bulk)</td>
<td>GAL</td>
<td>$N/B/GAL</td>
<td>350,000 GALS (WTP)</td>
<td>$ No Bid</td>
</tr>
<tr>
<td></td>
<td>GAL</td>
<td>$N/B/GAL</td>
<td>300,000 GALS (WWTP)</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>8. Sodium Hypochlorite (Non-Tanker Delivery)</td>
<td>GAL</td>
<td>$1.30/GAL</td>
<td>5,000 GALS (WWTP)</td>
<td>$6,500.00</td>
</tr>
<tr>
<td></td>
<td>GAL</td>
<td>$1.30/GAL</td>
<td>8,000 GALS (WTP)</td>
<td>$10,400.00</td>
</tr>
<tr>
<td>9. MircoC2000</td>
<td>GAL</td>
<td>$3.50/GAL</td>
<td>25,000 GAL (WWTP)</td>
<td>$87,500.00</td>
</tr>
<tr>
<td>10. Aluminum Sulfate</td>
<td>GAL</td>
<td>$N/B/GAL</td>
<td>60,000 GALS</td>
<td>$ No Bid</td>
</tr>
</tbody>
</table>
11. Carbon Dioxide
   LB $N/\text{B}/\text{LB} \quad 2.4 \text{ MILLION LBS} \quad \$\text{No Bid}$

12. Sulfuric Acid
   GAL $N/\text{B}/\text{GAL} \quad 144,000 \text{ GALS} \quad \$\text{No Bid}$

13. Poly/Ortho Blend
   GAL $7.5/\text{GAL} \quad 3,600 \text{ GALS} \quad \$27,540$

**Total Annual Package Bid:** $143,175.00

The County reserves the right to award to multiple vendors as required to best suit the needs of the County.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above.

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

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

No.: 1  Date Received: 9/13/93

No.: 1  Date Received:

No.: 1  Date Received:

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

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

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

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

St Johns County

Bid:   Bid #16-54
       Water & Wastewater Treatment Chemicals

This is to certify that all chemicals awarded and furnished by Hawkins, Inc. are in compliance with all applicable requirements of the specifications in the bid documents.

If you have any additional questions please feel free to contact me.

[Signature]
Jason Schroeder
Sr Region Manager

Sworn to & Subscribed before me this 20th day of September 2016.

[Signature]
Marcia Stivamson
Notary Public, State of Florida
ATTACHMENT “A”

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Jason Schroeder, who being duly sworn, deposes and says he is SE Regional Manager (Title) of the firm of Hawkins Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, in St. Johns County, Florida.

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

[Signature]
Sworn and subscribed to me this 20 day of September 2014.

[Notary Public]
Signature

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.
May 12, 2015

Ladies and Gentleman:

As Vice President and General Counsel of Hawkins, Inc., I hereby authorize Jason Schroeder to sign any and all bid documents and related materials for and on behalf of Hawkins Inc.

Sincerely,

Richard G. Erstad  
Vice President, General Counsel and Secretary
Scott Randolph, Tax Collector

Local Business Tax Receipt

Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2016

3502 WHOLESALE

$30.00

EXPIRES

9/30/2017

4

EMPLOYEE

3502-1097494

TOTAL TAX

$30.00

PREVIOUSLY PAID

$30.00

TOTAL DUE

$0.00

HAWKINS INC

DUMONT COMPANY THE
HAWKINS INC
2381 ROSEGATE
ROSEVILLE MN 55113

2253 CLARK ST
U - APOPKA, 32703

PAID: $30.00 0059-00747038 8/26/2016

This receipt is official when validated by the Tax Collector.
ATTACHMENT “D”
LIST OF PROPOSED SUBCONTRACTORS

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

<table>
<thead>
<tr>
<th>DIVISION OF WORK</th>
<th>NAME AND ADDRESS OF SUBCONTRACTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>None</strong></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT “E”
REFERENCE INFORMATION

Each Bidder shall submit a list of five (5) references of firms/entities that use or have used its product at wastewater treatment plants within the last three (3) years. The reference list must name users at the wastewater treatment plants, not purchasing agents. The reference information must include: name of firm/entity, name and contact information of user at wastewater treatment plant, years of service, amount of chemical supplied and dollar amount of contract.

In addition to the references above, each bidder shall provide a list of any customers with whom a contract with the bidder was terminated early for non-compliance with safety, quality or service requirements for any product supplied by the bidder within the last five (5) years.

Each Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicular accidents involving death or injury, and National Response Center Notifications (“safety incidents”) for all chemicals the Bidder delivers or manufactures within the last five (5) years. Failure to disclose references, terminations, or safety incidents shall result in disqualification of the Bidder.

All information requested above shall be compiled and labeled as Attachment “E” and attached to each copy (one original + two copies) of the submitted Bid Proposal.

1. **Contact Name/Title:** Scott Ruland - Chief Water Operator
   **Name of Firm/Entity:** City of Oeltona
   **Description/Dates of Services Provided:** Calcium Hypo, Sodium Hypo
   **Address:** 155 Enterprise, Oeltona, FL 33735
   **Phone #:** 863-212-8976
   **Fax #:**
   **Email Address:** scottailer@oeltona.fl.gov

2. **Contact Name/Title:** Charlotte County
   **Name of Firm/Entity:** Steve Kipfinger
   **Description/Dates of Services Provided:** Sodium Hypo, Caustic, AS4000
   **Address:** 18500 Murdock Circle, Port Charlotte, FL
   **Phone #:** 941-743-1318
   **Fax #:**
   **Email Address:** Unknown

3. **Contact Name/Title:** Mark Bombard - Asst Utility Director
   **Name of Firm/Entity:** City of Marathon
   **Description/Dates of Services Provided:** Micro C, 2000
   **Address:** 9805 Overseas Hwy, Marathon, FL
   **Phone #:** 305-289-5014
   **Fax #:**
   **Email Address:** bombardm@ci.marathon.fl.us

4. **Contact Name/Title:** Sarasota County
   **Name of Firm/Entity:** Mike Mind - WTR Chief Operator
   **Description/Dates of Services Provided:** Hydrochloric Acid, AS4000
   **Address:** 1600 Ring Rd Blvd, Sarasota, FL 3423
   **Phone #:** 941-250-4218
   **Fax #:**
   **Email Address:** Unknown

24
5. Contact Name/Title: Steve Soltz
   Name of Firm/Entity: Pinellas County
   Description/Dates of Services Provided: HFS, Sodium Hypo

   Address: 3655 Keller Cr., Tarpon Springs, Fl
   Phone #: 727-443-6990, Fax #:
   Email Address: unknown

Is your company currently involved in any active litigation? No  If Yes, explain:

Has your company ever been sued? No  If Yes, explain and/or submit court decision or judgment, as applicable:
September 19, 2016

St. Johns County

RE: Bid #16-54
Water & Wastewater Treatment Chemicals

Subject: Safety Incidents, Terminations and Debarments

Hawkins/Dumont has not had any Regulatory Actions; fines, correspondence and/or consent orders, nor has Hawkins/Dumont had any safety incidents, contract terminations, spills or National Response Center notifications in the past (5) five years.

Jason Schroeder
SP Region Manager
ATTACHMENT “F”

St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

☒ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Hawkins Inc.

Authorized Representative(s): Jason Schroeder, SE Regional Mgr.

Signature

Print Name/Title

26
BID NO.: 16-54

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid,
dated September 21st, 2016.

For
Purchase of Water & Wastewater Treatment Chemicals
St. Johns County, Florida

NOW THEREFORE,

(a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10)
days after prescribed forms are presented to him for signature, enter into a written Contract with the County in
accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be
required, for the faithful performance and proper fulfillment of such Contract, then the above obligations
shall be void and of no effect, otherwise to remain in full force and virtue.

(b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract
and give such Bond within the time specified, if the Principal shall pay the County the difference between the
amount specified, in said Bid and the amount for which the County may procure the required Work and supplies,
if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise
to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this
day of September 21st, A.D., 2016, the name and corporate seal of each corporate party being hereon affixed and
these presents duly signed by its undersigned representative, pursuant to authority of its governing body.
WITNESSES:

Hawkins, Inc.

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

TITLE

2283 Clark Street
BUSINESS ADDRESS
Apopka, FL 32703
CITY STATE

SURETY:

Western Surety Company
CORPORATE SURETY

ATTORNEY IN FACT (AFFIX SEAL) Jeffrey Settem

PO Box 5077
BUSINESS ADDRESS
Sioux Falls, SD 57117
CITY STATE

Marsh & McLennan Agency
NAME OF LOCAL INSURANCE AGENCY
STATE OF MINNESOTA

On this 21st day of September, 2016, before me appeared Jeffrey Settem to me personally known, who, being duly sworn, did say that he or she is the Attorney-in-Fact of Western Survey Company, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

notary public

[Notary Seal]

TRACY ALICIA CORBETT
NOTARY PUBLIC
MINNESOTA

[Date of Commission Expiration]
Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Wendy M Schmid, Sheryl L Cohen, Jill M Lowder, Patricia H Borchers, Christine Scott, Emily Tschimperle, Jeffrey Settem, William D Jeatran, Tracy Corbett, Individually

of Minnesota, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of August, 2016.

WESTERN SURETY COMPANY

[Signature]
Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

On this 24th day of August, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

[Signature]
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of September, 2016.

WESTERN SURETY COMPANY

[Signature]
L. Nelson, Assistant Secretary

Form F4280-7-2012
ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

This Addendum #1 is issued for further respondent’s information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Deletions of Chemical:

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

   The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.
   Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

   The recovery % of each system the uses antiscalant.
   Answer: 15%

   The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?
   Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.
The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

Answer: See Below

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Raw Water</th>
<th>Feed Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chloride (mg/L)</td>
<td></td>
<td>347.0</td>
</tr>
<tr>
<td>Sulfate (mg/L)</td>
<td></td>
<td>338.0</td>
</tr>
<tr>
<td>Color (c.u.)</td>
<td></td>
<td>4.4</td>
</tr>
<tr>
<td>Total Alkalinity (mg/L as CaCO3)</td>
<td></td>
<td>138.3</td>
</tr>
<tr>
<td>Potassium (mg/L)</td>
<td></td>
<td>10.6</td>
</tr>
<tr>
<td>Calcium (mg/L)</td>
<td></td>
<td>96.1</td>
</tr>
<tr>
<td>Magnesium (mg/L)</td>
<td></td>
<td>55.5</td>
</tr>
<tr>
<td>Sodium (mg/L)</td>
<td></td>
<td>150.3</td>
</tr>
<tr>
<td>Iron (mg/L)</td>
<td></td>
<td>0.1</td>
</tr>
<tr>
<td>Manganese (mg/L)</td>
<td></td>
<td>0.0</td>
</tr>
<tr>
<td>Barium (mg/L)</td>
<td></td>
<td>0.0</td>
</tr>
<tr>
<td>Total Organic Carbon (mg/L)</td>
<td></td>
<td>1.5</td>
</tr>
<tr>
<td>Dissolved Organic Carbon (mg/L)</td>
<td></td>
<td>1.9</td>
</tr>
<tr>
<td>Strontium (mg/L)</td>
<td></td>
<td>5.2</td>
</tr>
<tr>
<td>Conductivity (mS/cm2)</td>
<td></td>
<td>2630.0</td>
</tr>
<tr>
<td>pH (S.U.)</td>
<td></td>
<td>5.5</td>
</tr>
<tr>
<td>Total Hardness (mg/L as CaCO3)</td>
<td></td>
<td>471.5</td>
</tr>
<tr>
<td>Temperature (oC)</td>
<td></td>
<td>21.4</td>
</tr>
</tbody>
</table>

Current price SJC pays for each antiscalant.

Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier’s check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

Answer: The delivery is into tanks.
5. Please provide the current suppliers and pricing.

<table>
<thead>
<tr>
<th>Product</th>
<th>Vendor</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumunim Sulfate (Bulk)</td>
<td>Chem Trade Chemcials</td>
<td>0.565 per gal</td>
</tr>
<tr>
<td>Alumunim Sulfate (Drum)</td>
<td>Thatcher Chemical of FL</td>
<td>153.85 per 55 Drum</td>
</tr>
<tr>
<td>Anhydrous Ammonia</td>
<td>Airgas Specialty Products</td>
<td>0.7257 per lb.</td>
</tr>
<tr>
<td>Caustic Soda</td>
<td>Allied Universal Corp</td>
<td>2.47 per gal</td>
</tr>
<tr>
<td>Calcium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>144.00 100# Drum</td>
</tr>
<tr>
<td>Chlorine Gas</td>
<td>Allied Universal Corp</td>
<td>79.00 150# Cylinder</td>
</tr>
<tr>
<td>Muratic Acid</td>
<td>Brenntag Mid-South</td>
<td>9.04 per gal</td>
</tr>
<tr>
<td>Anti-Scalant</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>7.56 per gal</td>
</tr>
<tr>
<td>MircoC2000</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>3.12 per gal</td>
</tr>
<tr>
<td>Sodium Bisulfite</td>
<td>Thatcher Chemical of FL</td>
<td>1.804 per gal (Bulk)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.74 per gal (2 Drums)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.24 per gal (4 Drums)</td>
</tr>
<tr>
<td>Sodium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>.61 per gal</td>
</tr>
<tr>
<td>Sodium Hypochlorite (Non-Tanker)</td>
<td>Odyssey Manufacturing Co</td>
<td>1.25 per gal</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>Airgas Carbonic Inc</td>
<td>140.40 per ton</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>Shrieve Chemical Co</td>
<td>1.18 per gal</td>
</tr>
<tr>
<td>Poly/Ortho Blend</td>
<td>American Water Chemicals</td>
<td>5.40 per gal</td>
</tr>
</tbody>
</table>

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

**2016 YEAR TO DATE TOTALS**

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sulfuric Acid</td>
<td>79113</td>
</tr>
<tr>
<td>Chlorine Bulk</td>
<td>42019</td>
</tr>
<tr>
<td>Sodium Hydroxide</td>
<td>2706</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>0</td>
</tr>
<tr>
<td>Ammonia</td>
<td>8470</td>
</tr>
<tr>
<td>Antiscalant</td>
<td>1620</td>
</tr>
</tbody>
</table>

7. Off of Page 39 – Manufacturer’s Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.
THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

Signature and Date

Jason Schroeder, SE Regional Mgr.

Printed Name/Title

Hawkins, Inc.

Company Name (Print)

Sincerely,

Leigh A. Daniels, CPPB
Senior Buyer

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)
BID NO: 16-54  
OFFICIAL COUNTY BID FORM (Revised 09/13/16)  
ST. JOHNS COUNTY, FLORIDA  

PROJECT:  
Purchase of Water & Wastewater Treatment Chemicals  

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

DATE SUBMITTED:  9/21/16  

BID PROPOSAL OF  

Odyssey Manufacturing Company  

Full Legal Company Name  
1484 Massaro Blvd., Tampa, Fl. 33619  
813/635-0339  
813/630-2589  

Mailing Address  
Telephone Number  
Fax Number  

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54: Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:  

Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.  

<table>
<thead>
<tr>
<th>ITEM &amp; DESCRIPTION</th>
<th>UNIT SIZE</th>
<th>UNIT PRICE</th>
<th>ESTIMATED ANNUAL USAGE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anhydrous Ammonia</td>
<td>LB</td>
<td>$_____ /LB</td>
<td>26,000 LBS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>2. Sodium Hydroxide (50%)</td>
<td>GAL</td>
<td>$_____ /GAL</td>
<td>20,000 GALS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>3. Bisulfite Liquid</td>
<td>GAL</td>
<td>$_____ /GAL</td>
<td>55,000 GALS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td></td>
<td>DRUM</td>
<td>$_____ /GAL</td>
<td>55-Gal Drum/1320 GALS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>4. Muriatic/Hydrochloric Acid</td>
<td>GAL</td>
<td>$_____ /GAL</td>
<td>400 GALS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>5. Calcium Hypochlorite/HTH</td>
<td>LB</td>
<td>$_____ /LB</td>
<td>6,500 LBS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>6. Chlorine Gas</td>
<td>LB</td>
<td>$_____ /LB</td>
<td>34,000 LBS (WTP)</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>7. Sodium Hypochlorite (Bulk)</td>
<td>GAL</td>
<td>$ .55 /GAL</td>
<td>350,000 GALS (WTP)</td>
<td>$ 192,500</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>300,000 GALS (WWTP)</td>
<td>$ 165,000</td>
</tr>
<tr>
<td>8. Sodium Hypochlorite (Non-Tanker Delivery)</td>
<td>GAL</td>
<td>$_____ /GAL</td>
<td>5,000 GALS (WWTP)</td>
<td>$ No Bid</td>
</tr>
<tr>
<td></td>
<td>GAL</td>
<td>$_____ /GAL</td>
<td>8,000 GALS (WTP)</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>9. MircoC2000</td>
<td>GAL</td>
<td>$_____ /GAL</td>
<td>25,000GAL (WWTP)</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>10. Aluminum Sulfate</td>
<td>GAL</td>
<td>$_____ /GAL</td>
<td>60,000 GALS</td>
<td>$ No Bid</td>
</tr>
</tbody>
</table>


DRUM $_________/GAL 55-GAL Drum/825 GALS $ NO BID

11. Carbon Dioxide
   LB $_________/LB 2.4 MILLION LBS $ NO BID

12. Sulfuric Acid
   GAL $_________/GAL 144,000 GALS $ NO BID

13. Poly/Ortho Blend
   GAL $_________/GAL 3,600 GALS $ NO BID

Total Annual Package Bid: $357,500

The County reserves the right to award to multiple vendors as required to best suit the needs of the County.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above.

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

During the preparation of the Bid, the following addenda, if any, were received:
   No.: 1    Date Received: 9/13/16
   No.: 2    Date Received: 
   No.: 3    Date Received: 

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier’s check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.
Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: Odyssey Manufacturing Company  (Seal)

By:  Patrick Allman, General Manager  
Signature of Authorized Representative  (Name & Title typed or printed)

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

Address:  1484 Massaro Blvd., Tampa, Florida 33619

Telephone No.: (813) 635-0339  Fax No.: (813) 630-2589

Email Address for Authorized Company Representative: pallman@odysseymanufacturing.com

Federal I.D. Tax Number: 65-0846345  DUNS #: 09691541

INDIVIDUAL

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

Address:  

Telephone No.:  
Fax No.:  

Email Address:  

Federal I.D. Tax Number:  

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

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

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Patrick Allman who being duly sworn, deposes and says he is General Manager (Title) of the firm of Odyssey Manufacturing Company Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, in St. Johns County, Florida.

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

Odyssey Manufacturing Company

(Bidder)

By: Patrick Allman

General Manager

(Title)

Sworn and subscribed to me this 19th day of September, 2010.

Notary Public:

Signature

Printed

My commission Expires: 3/31/2020

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH BID.
ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this 16th day of September, 2016, A.D.

[Signature]

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires: 3/31/2020

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)
ATTACHMENT “C”
LICENSE / CERTIFICATION LIST

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

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

<table>
<thead>
<tr>
<th>License Name</th>
<th>License #</th>
<th>Issuing Agency</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Contractor</td>
<td>03C1516698</td>
<td>State of Florida</td>
<td>8/31/2018</td>
</tr>
<tr>
<td>Plumbing Contractor</td>
<td>CFC057182</td>
<td>State of Florida</td>
<td>8/31/2018</td>
</tr>
</tbody>
</table>

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS

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

<table>
<thead>
<tr>
<th>DIVISION OF WORK</th>
<th>NAME AND ADDRESS OF SUBCONTRACTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT “E”
REFERENCE INFORMATION

Each Bidder shall submit a list of five (5) references of firms/entities that use or have used its product at wastewater treatment plants within the last three (3) years. The reference list must name users at the wastewater treatment plants, not purchasing agents. The reference information must include: name of firm/entity, name and contact information of user at wastewater treatment plant, years of service, amount of chemical supplied and dollar amount of contract.

In addition to the references above, each bidder shall provide a list of any customers with whom a contract with the bidder was terminated early for non-compliance with safety, quality or service requirements for any product supplied by the bidder within the last five (5) years.

Each Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicular accidents involving death or injury, and National Response Center Notifications (“safety incidents”) for all chemicals the Bidder delivers or manufactures within the last five (5) years. Failure to disclose references, terminations, or safety incidents shall result in disqualification of the Bidder.

All information requested above shall be compiled and labeled as Attachment “E” and attached to each copy (one original + two copies) of the submitted Bid Proposal.

1. Contact Name/Title: Andrew Greenbaum, North Area Ops. Manager
   Name of Firm/Entity: Tampa Bay Water
   Description/Dates of Services Provided: Current Sodium Hypochlorite Supplier.
   Address: 2575 Enterprise Rd., Clearwater, Fl. 33763
   Phone #: 813/957-6170    Fax #: 727/791-2388
   Email Address: a.greenbaum@tampabaywater.org

2. Contact Name/Title: Phil Hyer, WTP Superintendent
   Name of Firm/Entity: City of Pompano Beach
   Description/Dates of Services Provided: Current Sodium Hypochlorite Supplier.
   Address: 301 N.E. 12th St., Pompano Beach, Fl. 33060
   Phone #: 954/545-7045    Fax #: 954/545-7046
   Email Address: phil.hyer@copbfl.com

3. Contact Name/Title: Craven Askew, Chief Operatator
   Name of Firm/Entity: City of St. Petersburg
   Description/Dates of Services Provided: Current Sodium Hypochlorite Supplier.
   Address: 1160 62nd Ave., St. Petersburg, Fl. 33702
   Phone #: 727/892-5116    Fax #: 727/823-9152
   Email Address: craven.askew@stpete.org

4. Contact Name/Title: Bickram Ramijt, Water Plant Superintendent
   Name of Firm/Entity: City of Palm Bay
   Description/Dates of Services Provided: Current Sodium Hypochlorite Supplier
   Address: 1103 Clearmont NE, Palm Bay, Fl. 32905
   Phone #: 321/288-2583    Fax #: 321/676-0361
   Email Address: ramijb@palmbayflorida.org

24
5. Contact Name/Title: Jeff Poteet, General Manager
   Name of Firm/Entity: City of Marco Island
   Description/Dates of Services Provided: Current Sodium Hypochlorite Supplier.

   Address: 807 Elkcam Circle East, Marco Island, Fl. 34145
   Phone #: 239/825-9003        Fax #: 239/394-8137
   Email Address: jkpoteet@marcoislandutilities.com

Is your company currently involved in any active litigation? No
   If Yes, explain: ____________________________

Has your company ever been sued? Yes
   If Yes, explain and/or submit court decision or judgment, as applicable:
   Allied Universal (a competitor) repeatedly sued Odyssey Manufacturing Co., numerous times since 1999, in an attempt to put us out of business. All cases have been settled and there are no active cases.
ATTACHMENT “F”

St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant’s/contractor’s professional judgment in completing work for the benefit of St. Johns County (“County”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant’s/contractor’s professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Odyssey Manufacturing Company

Authorized Representative(s) : [Signature]

Signature

Patrick Allman, General Manager
Print Name/Title

Signature

Print Name/Title
BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Odyssey Manufacturing Co. as Principal, and
as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of
Dollars ($17,875.00) lawful money of the United States, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid,
dated September 21st, 2016.

For
Purchase of Water & Wastewater Treatment Chemicals
St. Johns County, Florida

NOW THEREFORE,
(a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10)
days after prescribed forms are presented to him for signature, enter into a written Contract with the County in
accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be
required, for the faithful performance and proper fulfillment of such Contract, then the above obligations
shall be void and of no effect, otherwise to remain in full force and virtue.

(b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract
and give such Bond within the time specified, if the Principal shall pay the County the difference between the
amount specified, in said Bid and the amount for which the County may procure the required Work and supplies,
if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise
to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this
day of September 21st A.D., 2016, the name and corporate seal of each corporate party being hereto affixed and
these presents duly signed by its undersigned representative, pursuant to authority of its governing body.
WITNESSES:

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

WITNESSES:

J. Kent Brigham
Kurt Brigham
B. T. Thaxton

Patrick H. Allman
PRINCIPAL:

Odyssey Manufacturing Co.
NAME OF FIRM:

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

General Manager
TITLE

1484 Massaro Blvd.
BUSINESS ADDRESS

Tampa, FL 33619
CITY STATE

SURETY:

Travelers Casualty and Surety Company of America
CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)
David B. Shick, Attorney-in-Fact and Licensed FL
Resident Agent #A241176
7217 Benjamin Rd.
BUSINESS ADDRESS

Tampa, FL 33634
CITY STATE

The Prosure Group, Inc.
NAME OF LOCAL INSURANCE AGENCY
POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 231239

Certificate No. 006944411

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David B. Shick

of the City of Tampa, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of August, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 18th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.

Mary C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Company, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 21st day of September, 2016.

[Signature]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.
September 13, 2016

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

This Addendum #1 is issued for further respondent’s information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Deletions of Chemical:

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Novecon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

   The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.
   Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

   The recovery % of each system the uses antiscalant.
   Answer: 15%

   The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?
   Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.
The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

Answer: See Below

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Raw Water</th>
<th>Feed Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chloride (mg/L)</td>
<td></td>
<td>347.0</td>
</tr>
<tr>
<td>Sulfate (mg/L)</td>
<td></td>
<td>338.0</td>
</tr>
<tr>
<td>Color (c.u.)</td>
<td></td>
<td>4.4</td>
</tr>
<tr>
<td>Total Alkalinity (mg/L as CaCO3)</td>
<td></td>
<td>138.3</td>
</tr>
<tr>
<td>Potassium (mg/L)</td>
<td></td>
<td>10.6</td>
</tr>
<tr>
<td>Calcium (mg/L)</td>
<td></td>
<td>96.1</td>
</tr>
<tr>
<td>Magnesium (mg/L)</td>
<td></td>
<td>55.5</td>
</tr>
<tr>
<td>Sodium (mg/L)</td>
<td></td>
<td>150.3</td>
</tr>
<tr>
<td>Iron (mg/L)</td>
<td></td>
<td>0.1</td>
</tr>
<tr>
<td>Manganese (mg/L)</td>
<td></td>
<td>0.0</td>
</tr>
<tr>
<td>Barium (mg/L)</td>
<td></td>
<td>0.0</td>
</tr>
<tr>
<td>Total Organic Carbon (mg/L)</td>
<td></td>
<td>1.5</td>
</tr>
<tr>
<td>Dissolved Organic Carbon (mg/L)</td>
<td></td>
<td>1.9</td>
</tr>
<tr>
<td>Strontium (mg/L)</td>
<td></td>
<td>5.2</td>
</tr>
<tr>
<td>Conductivity (mS/cm²)</td>
<td></td>
<td>2630.0</td>
</tr>
<tr>
<td>pH (S.U.)</td>
<td></td>
<td>5.5</td>
</tr>
<tr>
<td>Total Hardness (mg/L as CaCO3)</td>
<td></td>
<td>471.5</td>
</tr>
<tr>
<td>Temperature (°C)</td>
<td></td>
<td>21.4</td>
</tr>
</tbody>
</table>

Current price SJC pays for each antiscalant.

Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier’s check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

Answer: The delivery is into tanks.
5. Please provide the current suppliers and pricing.

<table>
<thead>
<tr>
<th>Product</th>
<th>Vendor</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminum Sulfate (Bulk)</td>
<td>Chem Trade Chemicals</td>
<td>0.565 per gal</td>
</tr>
<tr>
<td>Aluminum Sulfate (Drum)</td>
<td>Thatcher Chemical of FL</td>
<td>153.85 per 55 Drum</td>
</tr>
<tr>
<td>Anhydrous Ammonia</td>
<td>Airgas Specialty Products</td>
<td>0.7257 per lb.</td>
</tr>
<tr>
<td>Caustic Soda</td>
<td>Allied Universal Corp</td>
<td>2.47 per gal</td>
</tr>
<tr>
<td>Calcium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>144.00 100# Drum</td>
</tr>
<tr>
<td>Chlorine Gas</td>
<td>Allied Universal Corp</td>
<td>79.00 150# Cylinder</td>
</tr>
<tr>
<td>Muratic Acid</td>
<td>Brenntag Mid-South</td>
<td>9.04 per gal</td>
</tr>
<tr>
<td>Anti-Scalant</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>7.56 per gal</td>
</tr>
<tr>
<td>MircoC2000</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>3.12 per gal</td>
</tr>
<tr>
<td>Sodium Bisulfite</td>
<td>Thatcher Chemical of FL</td>
<td>1.804 per gal (Bulk)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.74 per gal (2 Drums)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.24 per gal (4 Drums)</td>
</tr>
<tr>
<td>Sodium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>.61 per gal</td>
</tr>
<tr>
<td>Sodium Hypochlorite (Non-Tanker)</td>
<td>Odyssey Manufacturing Co</td>
<td>1.25 per gal</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>Airgas Carbonic Inc</td>
<td>140.40 per ton</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>Shrieve Chemical Co</td>
<td>1.18 per gal</td>
</tr>
<tr>
<td>Poly/Ortho Blend</td>
<td>American Water Chemicals</td>
<td>5.40 per gal</td>
</tr>
</tbody>
</table>

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

**2016 YEAR TO DATE TOTALS**

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sulfuric Acid</td>
<td>79113</td>
</tr>
<tr>
<td>Chlorine Bulk</td>
<td>42019</td>
</tr>
<tr>
<td>Sodium Hydroxide</td>
<td>2706</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>0</td>
</tr>
<tr>
<td>Ammonia</td>
<td>8470</td>
</tr>
<tr>
<td>Antiscalant</td>
<td>1620</td>
</tr>
</tbody>
</table>

7. Off of Page 39 – Manufacturer’s Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.
THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

Signature and Date 9/23/16

Patrick Allman, General Manager

Printed Name/Title

Odyssey Manufacturing Company

Company Name (Print)

Sincerely,

Leigh A. Daniels, CPPB
Senior Buyer

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)
BID NO: 16-54

OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: 09/21/16

BID PROPOSAL OF

Aquasol Commercial Chemical, Inc. DBA Poonura
Full Legal Company Name

1707 Townhurst Drive, Houston, TX 77043  800-858-7665  832-436-4709
Mailing Address  Telephone Number  Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.

<table>
<thead>
<tr>
<th>ITEM &amp; DESCRIPTION</th>
<th>UNIT SIZE</th>
<th>UNIT PRICE</th>
<th>ESTIMATED ANNUAL USAGE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anhydrous Ammonia</td>
<td>LB</td>
<td>$ No Bid</td>
<td>26,000 LBS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>2. Sodium Hydroxide (50%)</td>
<td>GAL</td>
<td>$ No Bid</td>
<td>20,000 GALS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>3. Bisulfite Liquid</td>
<td>GAL</td>
<td>$ No Bid</td>
<td>55,000 GALS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>4. Muriatic/Hydrochloric Acid</td>
<td>GAL</td>
<td>$ No Bid</td>
<td>400 GALS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>5. Calcium Hypochlorite/HTH</td>
<td>LB</td>
<td>$ No Bid</td>
<td>6,500 LBS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>6. Chlorine Gas</td>
<td>LB</td>
<td>$ No Bid</td>
<td>34,000 LBS (WTP)</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>7. Sodium Hypochlorite (Bulk)</td>
<td>GAL</td>
<td>$ No Bid</td>
<td>350,000 GALS (WTP)</td>
<td>$ No Bid</td>
</tr>
</tbody>
</table>
| 8. Sodium Hypochlorite (Non-Tanker Delivery) | GAL, GAL | $ 1.23     | 5,000 GALS (WWTP) $ 6,150
<p>| 9. MircoC2000                      | GAL       | $ No Bid   | 25,000GAL (WWTP)       | $ No Bid       |
| 10. Aluminum Sulfate               | GAL       | $ No Bid   | 60,000 GALS            | $ No Bid       |</p>
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Price</th>
<th>Amount</th>
<th>Bid Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRUM</td>
<td></td>
<td>$ No Bid/GAL</td>
<td>55-GAL Drum/825 GALS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>11. Carbon Dioxide</td>
<td>LB</td>
<td>$ No Bid/LB</td>
<td>2.4 MILLION LBS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>12. Sulfuric Acid</td>
<td>GAL</td>
<td>$ No Bid/GAL</td>
<td>144,000 GALS</td>
<td>$ No Bid</td>
</tr>
<tr>
<td>13. Poly/Ortho Blend</td>
<td>GAL</td>
<td>$ No Bid/GAL</td>
<td>3,600 GALS</td>
<td>$ No Bid</td>
</tr>
</tbody>
</table>

**Total Annual Package Bid: $ 15,990**

The County reserves the right to award to multiple vendors as required to best suit the needs of the County.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above.

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

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

No.: 1 Date Received: 09/13/16

No.: N/A Date Received:

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.
Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: Aquasol Commercial Chemical, Inc. DBA PoolSure

By: John Falik, CEO

Signature of Authorized Representative

By: Alan Falik, President

Signature of Authorized Representative

Address: 1707 Townhurst Drive, Houston, TX 77043

Telephone No.: (800) 885-7336

Fax No.: (832) 436-4709

Email Address for Authorized Company Representative: bids@poolsure.com

Federal I.D. Tax Number: 74-2881800

INIDIVIDUAL

Name: N/A

(Signature)

Address: N/A

Telephone No.: ( ) N/A

Fax No.: N/A

Email Address: N/A

Federal I.D. Tax Number: N/A

Submittal Requirements:

- Official County Bid Form
- Attachment "A" - Affidavit
- Attachment "B" - Certificate as to Corporate Principal
- Attachment "C" - License/Certification List
- Attachment "D" - List of Proposed Sub-Contractors
- Attachment "E" - References Information
- Attachment "F" - Conflict of Interest Disclosure Form
- Bid Bond
- Fully Acknowledged Addenda Applicable to this bid

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

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Alan Failk who being duly sworn, deposes and says he is President (Title) of the firm of Aqualog Commercial Chemical, Inc. DBA Poolauge Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, in St. Johns County, Florida.

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

(Bidder)

Sworn and subscribed to me this 19th day of September, 2016.

By: Alan Failk

President (Title)

Notary Public: Kimberly Glancy

Signature: Kimberly Glancy

Printed

My commission Expires: 12/08/2019

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.
ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

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

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

<table>
<thead>
<tr>
<th>License Name</th>
<th>License #</th>
<th>Issuing Agency</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cert Pool/Spa Service Contractor</td>
<td>CPC1458768</td>
<td>State of Florida Department of Business &amp; Professional Regulation</td>
<td>09/31/2018</td>
</tr>
<tr>
<td>Certificate of Status</td>
<td>F970000008705</td>
<td>State of Florida Department of State</td>
<td>12/31/2018</td>
</tr>
</tbody>
</table>
2015-2016 BUSINESS TAX RECEIPT
MICHAEL CORRIGAN, DUVAL COUNTY TAX COLLECTOR
231 E. FORSYTH STREET, SUITE 500, JACKSONVILLE, FL 32202-3370
Phone: (904) 935-1810, option 2, Fax: (904) 935-1432
Website: www.coj.net/tc; Email: taxcalc@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.
This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period
October 1, 2015 through September 30, 2016.

AQUASOL COMMERCIAL CHEMICALS, INC
AQUASOL COMMERCIAL CHEMICALS, INC
1707 TOWNHURST DR
HOUSTON, TX 77043

ACCOUNT NUMBER: 37986
LOCATION ADDRESS: 2125 HUBBARD ST
JACKSONVILLE, FL 32206

DESCRIPTION: PUBLIC SERVICE OR REPAIR, NOT SPEC
COUNTY RECEIPT DESC: PUBLIC SERVICE OR REPAIR, NOT SPEC
MUNICIPAL RECEIPT DESC: MC 772.029-15

COUNTRY TAX: 13.75
MUNICIPAL TAX: 41.25
TOTAL TAX PAID: 55.00

VALID UNTIL: September 30, 2016

***ATTENTION***
THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.
This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of
the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a
certification of the receipt holder’s qualifications.

TAX COLLECTOR
THIS BECOMES A RECEIPT AFTER VALIDATION.
PAID-5501447.0001-0001 WEB 07/09/2015 55.00
Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!
State of Florida
Department of State

I certify from the records of this office that AQUASOL COMMERCIAL CHEMICALS, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on December 18, 1997.

The document number of this corporation is F97000006705.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 1, 2016, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of March, 2016

[Signature]
Secretary of State

Tracking Number: CC1197390836

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication
ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS

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

<table>
<thead>
<tr>
<th>DIVISION OF WORK</th>
<th>NAME AND ADDRESS OF SUBCONTRACTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Subcontractors or major material suppliers required</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT “E”
REFERENCE INFORMATION

Each Bidder shall submit a list of five (5) references of firms/entities that use or have used its product at wastewater treatment plants within the last three (3) years. The reference list must name users at the wastewater treatment plants, not purchasing agents. The reference information must include: name of firm/entity, name and contact information of user at wastewater treatment plant, years of service, amount of chemical supplied and dollar amount of contract.

In addition to the references above, each bidder shall provide a list of any customers with whom a contract with the bidder was terminated early for non-compliance with safety, quality or service requirements for any product supplied by the bidder within the last five (5) years. N/A

Each Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicular accidents involving death or injury, and National Response Center Notifications (“safety incidents”) for all chemicals the Bidder delivers or manufactures within the last five (5) years. Failure to disclose references, terminations, or safety incidents shall result in disqualification of the Bidder. See attached OSHA forms.

All information requested above shall be compiled and labeled as Attachment “E” and attached to each copy (one original + two copies) of the submitted Bid Proposal.

1. Contact Name/Title: Bill Lasher/Site Contact
   Name of Firm/Entity: Volusia County/One Town WWP
   Description/Dates of Services Provided: Delivery of sodium hypochlorite solution (bleach) wastewater treatment plant. Feb. 2015 - current. 20,000 gallons/$24,400
   Address: 2400 South Volusia, Orange City, FL 32763
   Phone #: 386.804.2972 Fax #: 
   Email Address: blasher@volusia.org

2. Contact Name/Title: Steve Parmell/Treatment Plant Operator
   Name of Firm/Entity: Volusia County/Tomoka Farms Road Landfill LTP
   Description/Dates of Services Provided: Delivery of sodium hypochlorite (bleach) to landfill. February 2015 - current. 20,000 gallons/$24,400
   Address: 1990 Tomoka Farms Road, Port Orange, FL, 32128
   Phone #: 386.947.2952 Fax #: 
   Email Address: sparmell@volusia.org

3. Contact Name/Title: Phil Larrimore/Service
   Name of Firm/Entity: Volusia County/One Town WWTF-3
   Description/Dates of Services Provided: Delivery of sodium hypochlorite (bleach) to Wastewater Treatment facility. January 2016 - current. 20,000 gallons/$24,400
   Address: 1000 East Iris Drive, Orange City, FL 32763
   Phone #: 386.804.7786 Fax #: 
   Email Address: plarrimore@volusia.org

4. Contact Name/Title: Chris Goodwin
   Name of Firm/Entity: Clay County/user at multiple facilities
   Description/Dates of Services Provided: Delivery of sodium hypochlorite (bleach) to water treatment facilities. November 2015 - present. 30,000 gallons/$37,200
   Address: 3176 Old Jennings Road, Middleburg, FL 32068
   Phone #: 904-219-4127 Fax #: 
   Email Address: cgoodwin@clayutility.org
5. Contact Name/Title: Don Yawn/Water Treatment Facilities Manager
Name of Firm/Entity: Clay County/ user at multiple facilities
Description/Dates of Services Provided: Delivery of sodium hypochlorite (bleach) to water treatment facilities, November 2015-present, 30,000 gallons/$37,200
Address: 3176 Old Jennings Road, Middleburg, FL 32068
Phone #: 904-219-9651 Fax #: 
Email Address: dyawn@clayutility.org

Is your company currently involved in any active litigation? No If Yes, explain: N/A

Has your company ever been sued? Yes If Yes, explain and/or submit court decision or judgment, as applicable:

We are not currently involved in active litigation. We have been sued but have never been involved in a suit that went to court and have no active suits. If further information is needed, please let us know.
Chemicals purchased by the county are being stored and shipped from our Jacksonville location at:

2125 Hubbard
Jacksonville, FL 32206

St. John’s County may obtain a sample from the following:

Crystal Clean Warehouse
9080 Berry Avenue
Jacksonville, FL 32211
Jim Miley (owner) – 904-449-1675
ATTACHMENT "F"

St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Aquasep Commercial Chemical, Inc. DBA Poolsure

Authorized Representative(s):

Signature: ________________________  ________________________
Print Name/Title: John Fallik, CEO

Signature: ________________________  ________________________
Print Name/Title: Alan Fallik, President
ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

This Addendum #1 is issued for further respondent’s information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Deletions of Chemical:

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

   The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.
   Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

   The recovery % of each system the uses antiscalant.
   Answer: 15%

   The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?
   Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.
The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

**Answer:** See Below

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Raw Water</th>
<th>Feed Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chloride (mg/L)</td>
<td>347.0</td>
<td></td>
</tr>
<tr>
<td>Sulfate (mg/L)</td>
<td>338.0</td>
<td></td>
</tr>
<tr>
<td>Color (c.u.)</td>
<td>4.4</td>
<td></td>
</tr>
<tr>
<td>Total Alkalinity (mg/L as CaCO3)</td>
<td>138.3</td>
<td></td>
</tr>
<tr>
<td>Potassium (mg/L)</td>
<td>10.6</td>
<td></td>
</tr>
<tr>
<td>Calcium (mg/L)</td>
<td>96.1</td>
<td></td>
</tr>
<tr>
<td>Magnesium (mg/L)</td>
<td>55.5</td>
<td></td>
</tr>
<tr>
<td>Sodium (mg/L)</td>
<td>150.3</td>
<td></td>
</tr>
<tr>
<td>Iron (mg/L)</td>
<td>0.1</td>
<td></td>
</tr>
<tr>
<td>Manganese (mg/L)</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>Barium (mg/L)</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>Total Organic Carbon (mg/L)</td>
<td>1.5</td>
<td></td>
</tr>
<tr>
<td>Dissolved Organic Carbon (mg/L)</td>
<td>1.9</td>
<td></td>
</tr>
<tr>
<td>Strontium (mg/L)</td>
<td>5.2</td>
<td></td>
</tr>
<tr>
<td>Conductivity (mS/cm2)</td>
<td>2630.0</td>
<td></td>
</tr>
<tr>
<td>pH (S.U.)</td>
<td>5.5</td>
<td></td>
</tr>
<tr>
<td>Total Hardness (mg/L as CaCO3)</td>
<td>471.5</td>
<td></td>
</tr>
<tr>
<td>Temperature (°C)</td>
<td>21.4</td>
<td></td>
</tr>
</tbody>
</table>

Current price SJC pays for each antiscalant.

**Answer:** See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

**Answer:** Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our antiscalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

**Answer:** The antiscalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

**Answer:** Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier's check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

**Answer:** The delivery is into tanks.
5. Please provide the current suppliers and pricing.

<table>
<thead>
<tr>
<th>Product</th>
<th>Vendor</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminum Sulfate (Bulk)</td>
<td>Chem Trade Chemicals</td>
<td>0.565 per gal</td>
</tr>
<tr>
<td>Aluminum Sulfate (Drum)</td>
<td>Thatcher Chemical of FL</td>
<td>153.85 per 55 Drum</td>
</tr>
<tr>
<td>Anhydrous Ammonia</td>
<td>Airgas Specialty Products</td>
<td>0.7257 per lb.</td>
</tr>
<tr>
<td>Caustic Soda</td>
<td>Allied Universal Corp</td>
<td>2.47 per gal</td>
</tr>
<tr>
<td>Calcium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>144.00 100# Drum</td>
</tr>
<tr>
<td>Chlorine Gas</td>
<td>Allied Universal Corp</td>
<td>79.00 150# Cylinder</td>
</tr>
<tr>
<td>Muratic Acid</td>
<td>Brenntag Mid-South</td>
<td>9.04 per gal</td>
</tr>
<tr>
<td>Anti-Scalant</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>7.56 per gal</td>
</tr>
<tr>
<td>MircoC2000</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>3.12 per gal</td>
</tr>
<tr>
<td>Sodium Bisulfite</td>
<td>Thatcher Chemical of FL</td>
<td>1.804 per gal (Bulk)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.74 per gal (2 Drums)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.24 per gal (4 Drums)</td>
</tr>
<tr>
<td>Sodium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>0.61 per gal</td>
</tr>
<tr>
<td>Sodium Hypochlorite (Non-Tanker)</td>
<td>Odyssey Manufacturing Co</td>
<td>1.25 per gal</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>Airgas Carbonic Inc</td>
<td>140.40 per ton</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>Shrieve Chemical Co</td>
<td>1.18 per gal</td>
</tr>
<tr>
<td>Poly/Ortho Blend</td>
<td>American Water Chemicals</td>
<td>5.40 per gal</td>
</tr>
</tbody>
</table>

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

**Answer:** See Below for 2016 quantities.

**2016 YEAR TO DATE TOTALS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sulfuric Acid</td>
<td>79113</td>
</tr>
<tr>
<td>Chlorine Bulk</td>
<td>42019</td>
</tr>
<tr>
<td>Sodium Hydroxide</td>
<td>2706</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>0</td>
</tr>
<tr>
<td>Ammonia</td>
<td>8470</td>
</tr>
<tr>
<td>Antiscalant</td>
<td>1620</td>
</tr>
</tbody>
</table>

7. Off of Page 39 – Manufacturer’s Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

**Answer:** A COA (for each delivery) is acceptable.
THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

Signature and Date

Alan Falk, President
Printed Name/Title

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)

Sincerely,

Leigh A. Daniels, CPPB
Senior Buyer
Order of the Board of County Commissioners of Sl.

Pay to the Order of:

DATE: 9/19/2016

AMOUNT: $79,550

Payable to: "Katy Kroger" (Signature)

Check No. 910432

This document contains a true watermark - hold to light to view
BID NO: 16-54
OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: SEPTEMBER 16, 2016

BID PROPOSAL OF

CHEMTRADE CHEMICALS US LLC

Full Legal Company Name
90 EAST HALSKY ROAD, PARSIPPANY, NJ 07054
Mailing Address

800 441 2659
Telephone Number

973 515 4461
Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54: Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.

<table>
<thead>
<tr>
<th>ITEM &amp; DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>ESTIMATED ANNUAL USAGE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anhydrous Ammonia</td>
<td>LB</td>
<td>$ NO BID/LB</td>
<td>26,000 LBS</td>
<td></td>
</tr>
<tr>
<td>2. Sodium Hydroxide (50%)</td>
<td>GAL</td>
<td>$ NO BID/GAL</td>
<td>20,000 GALS</td>
<td></td>
</tr>
<tr>
<td>3. Bisulfite Liquid</td>
<td>GAL</td>
<td>$ NO BID/GAL</td>
<td>55,000 GALS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DRUM</td>
<td>$ NO BID/GAL</td>
<td>55-Gal Drum/1320 GALS</td>
<td></td>
</tr>
<tr>
<td>4. Muriatic/Hydrochloric Acid</td>
<td>GAL</td>
<td>$ NO BID/GAL</td>
<td>400 GALS</td>
<td></td>
</tr>
<tr>
<td>5. Calcium Hypochlorite/HTH</td>
<td>LB</td>
<td>$ NO BID/LB</td>
<td>6,500 LBS</td>
<td></td>
</tr>
<tr>
<td>6. Chlorine Gas</td>
<td>LB</td>
<td>$ NO BID/LB</td>
<td>34,000 LBS (WTP)</td>
<td></td>
</tr>
<tr>
<td>7. Sodium Hypochlorite (Bulk)</td>
<td>GAL</td>
<td>$ NO BID/GAL</td>
<td>350,000 GALS (WTP)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GAL</td>
<td>$ NO BID/GAL</td>
<td>300,000 GALS (WWTP)</td>
<td></td>
</tr>
<tr>
<td>8. Sodium Hypochlorite (Non-Tanker Delivery)</td>
<td>GAL</td>
<td>$ NO BID/GAL</td>
<td>5,000 GALS (WWTP)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GAL</td>
<td>$ NO BID/GAL</td>
<td>8,000 GALS (WTP)</td>
<td></td>
</tr>
<tr>
<td>9. MircoC2000</td>
<td>GAL</td>
<td>$ NO BID/GAL</td>
<td>25,000 GAL (WWTP)</td>
<td></td>
</tr>
<tr>
<td>10. Aluminum Sulfate</td>
<td>GAL</td>
<td>$ 0.5281/GAL</td>
<td>60,000 GALS</td>
<td>$31,686.00</td>
</tr>
</tbody>
</table>

*FOR CONVERSION PURPOSE ONLY, PRICE EQUIATES TO $195.49/DRY TON
<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Amount</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRUM</td>
<td></td>
<td>NO BID/GAL</td>
<td>55-GAL Drum/825 GALS</td>
<td></td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>LB</td>
<td>NO BID/LB</td>
<td>2.4 MILLION LBS</td>
<td></td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>GAL</td>
<td>NO BID/GAL</td>
<td>144,000 GALS</td>
<td></td>
</tr>
<tr>
<td>Poly/Ortho Blend</td>
<td>GAL</td>
<td>NO BID/GAL</td>
<td>3,600 GALS</td>
<td></td>
</tr>
</tbody>
</table>

Total Annual Package Bid: $31,686.00 THIRTY-ONE THOUSAND SIX HUNDRED EIGHTY-SIX DOLLARS AND ZERO CENTS

The County reserves the right to award to multiple vendors as required to best suit the needs of the County.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above.

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a “No Bid”, and disqualify the Bidder from consideration of award.

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

No.: 1 Date Received: SEPTEMBER 14, 2016

No.: Date Received:

No.: Date Received:

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier’s check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.
Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: CHEMTRADE CHEMICALS US LLC (Seal)

By: Ann Hopler, Marketing Specialist (Name & Title typed or printed)
Signature of Authorized Representative

By: Elizabeth Rino (Name & Title typed or printed)
Signature of Authorized Representative

Address: 90 EAST HALSEY ROAD, PARSIPPANY, NJ 07054

Telephone No.: (800) 443 2659
Fax No.: (973) 515 4461

Email Address for Authorized Company Representative: bids@chemtrade.logistics.com

Federal I.D. Tax Number: ERIN: 74 3109440 DUNS #: 20-112-6716

INDIVIDUAL

Name: ________________________________ (Signature)

(Name typed or printed) (Title)

Address: ________________________________

Telephone No.: __________________________
Fax No.: __________________________

Email Address: __________________________

Federal I.D. Tax Number: __________________________

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

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

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared ANN HOPLER who being duly sworn, deposes and says he is MARKETING SPECIALIST (Title) of the firm of CHEMTRADE CHEMICALS US LLC Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, in St. Johns County, Florida.

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

CHEMTRADE CHEMICALS US LLC
(Bidder)

By: ANN HOPLER
MARKETING SPECIALIST

Sworn and subscribed to me this 16th day of SEPTEMBER, 2016.

Notary Public:

MARY E. CULVER
SIGNATURE MARY E. CULVER

Printed NOTARY PUBLIC
STATE OF NJ
MY COMM. EXPIRES 10-21-16
My commission Expires:__________

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH BID.
DELEGATION OF AUTHORITY

I, Mark Davis, President and Chief Executive Officer of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel  Lisa Brownlee  Paul Peters  Elizabeth Ryno
Leilina Gossa  Ann Hopler  Andrew Hoffman  Michele Schrocher

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 31st day of January, 2016.

Mark Davis
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Paré, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Mark Davis is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof; that Mr. Davis, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer.

Mark Davis
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 31st day of January, 2016.

Susan Paré
Corporate Secretary
ATTACHMENT “C"
LICENSE / CERTIFICATION LIST

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

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

<table>
<thead>
<tr>
<th>License Name</th>
<th>License #</th>
<th>Issuing Agency</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*PLEASE SEE ATTACHED CERTIFICATE*
2016 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPires ON DECEMBER 31, 2016

Business Name and Location Address

CHEMTRADE CHEMICALS US LLC
90 E HALSEY RD
PARSIPPANY, NJ 07054-3713

Certificate Number

78-8012968125-5

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

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

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

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

**Seller Certificate Verification** – Verify resale or exemption certificates using a customer’s sales tax certificate number:

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

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do not need to keep a copy of the customer’s Florida Annual Resale Certificate.
Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H140000090305 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number: (850) 617-6383

From:
Account Name: C T CORPORATION SYSTEM
Account Number: FCA000000023
Phone: (850) 222-1092
Fax Number: (850) 876-5368

**Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.**

Email Address: ____________________________

LLC AMND/RESTATE/CORRECT OR M/MG RESIGN

GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC

<table>
<thead>
<tr>
<th>Certificate of Status</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Copy</td>
<td>0</td>
</tr>
<tr>
<td>Page Count</td>
<td>03</td>
</tr>
<tr>
<td>Estimated Charge</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

Electronic Filing Menu  Corporate Filing Menu  Help

https://efile.sunbiz.org/scripts/efilcovr.exe

APR 1, 6 2014

T. BROWN
APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN FLORIDA

SECTION I (1-3 must be completed)

1. Name of limited liability Company as it appears on the records of the Florida Department of State: GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC

2. Jurisdiction of its organization: Delaware

3. Date authorized to do business in Florida: 11/03/2003

SECTION II (4-7 complete only the applicable changes)

4. New name of the limited liability company: CHEMTRADE CHEMICALS US LLC
   (must contain “Limited Liability Company,” “L.L.C.,” or “LLC”)
   (If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain “Limited Liability Company,” “L.L.C.” or “LLC.”)

5. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

6. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(e), indicate that change:

7. Attached is an original certificate, if required: no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.

Signature of the authorized representative

Typed or printed name of signer

Filing Fee: $25.00


AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

3707487 6320
140444900
You may verify this certificate online at corp.delaware.gov/authors.shtml

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1277352
DATE: 04-08-14
ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS

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

<table>
<thead>
<tr>
<th>DIVISION OF WORK</th>
<th>NAME AND ADDRESS OF SUBCONTRACTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NONE USED
ATTACHMENT “E”
REFERENCE INFORMATION

Each Bidder shall submit a list of five (5) references of firms/entities that use or have used its product at wastewater treatment plants within the last three (3) years. The reference list must name users at the wastewater treatment plants, not purchasing agents. The reference information must include: name of firm/entity, name and contact information of user at wastewater treatment plant, years of service, amount of chemical supplied and dollar amount of contract.

In addition to the references above, each bidder shall provide a list of any customers with whom a contract with the bidder was terminated early for non-compliance with safety, quality or service requirements for any product supplied by the bidder within the last five (5) years.

Each Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicular accidents involving death or injury, and National Response Center Notifications (“safety incidents”) for all chemicals the Bidder delivers or manufactures within the last five (5) years. Failure to disclose references, terminations, or safety incidents shall result in disqualification of the Bidder.

All information requested above shall be compiled and labeled as Attachment “E” and attached to each copy (one original + two copies) of the submitted Bid Proposal.

1. Contact Name/Title: ____________________________
   Name of Firm/Entity: ____________________________
   Description/Dates of Services Provided: ____________
   Address: ______________________________________
   Phone #: __________________ Fax #: ________________
   Email Address: _________________________________

2. Contact Name/Title: ____________________________
   Name of Firm/Entity: ____________________________
   Description/Dates of Services Provided: ____________
   Address: ______________________________________
   Phone #: __________________ Fax #: ________________
   Email Address: _________________________________

3. Contact Name/Title: ____________________________
   Name of Firm/Entity: ____________________________
   Description/Dates of Services Provided: ____________
   Address: ______________________________________
   Phone #: __________________ Fax #: ________________
   Email Address: _________________________________

4. Contact Name/Title: ____________________________
   Name of Firm/Entity: ____________________________
   Description/Dates of Services Provided: ____________
   Address: ______________________________________
   Phone #: __________________ Fax #: ________________
   Email Address: _________________________________
5. Contact Name/Title: 
Name of Firm/Entity: 
Description/Dates of Services Provided: 

Address: 
Phone #: Fax #: Email Address: 

Is your company currently involved in any active litigation? Yes If Yes, explain: CHEMTRADE CHEMICALS US LLC IS CURRENTLY SUBJECT TO CERTAIN ANTI-TRUST CIVIL LITIGATIONS FILED BY MUNICIPAL ENTITIES RELATING TO CERTAIN WATER CHEMICAL SALES, BUT THERE HAS BEEN NO JUDGMENT WITH RESPECT TO THESE CLAIMS. CHEMTRADE CHEMICALS US LLC IS NOT OTHERWISE INVOLVED IN ANY MATERIAL LITIGATION. Has your company ever been sued? Yes If Yes, explain and/or submit court decision or judgment, as applicable: TO THE BEST OF OUR KNOWLEDGE ALL PREVIOUS SUITS HAVE OCCURRED IN THE ORDINARY COURSE OF BUSINESS AND HAVE NOT MATERIALLY IMPACTED CHEMTRADE CHEMICALS US LLC OPERATIONS.

TO THE BEST OF OUR KNOWLEDGE, AT THIS TIME, THERE WERE NO CONTRACTS TERMINATED EARLY FOR NON-COMPLIANCE WITH SAFETY, QUALITY OR SERVICE REQUIREMENTS.

PRODUCT WILL BE STORED AND SHIPPED FROM OUR JACKSONVILLE, FLORIDA LOCATION.
REFERENCES
The following is a list of 5 customers whom Chemtrade Chemicals US LLC currently supplies with Liquid Aluminum Sulfate for the 2015 and 2016 calendar years (and prior). If you need additional references, please do not hesitate to contact us and we can provide more information.

Pinellas County
South Cross Bayou W.R.F.
7401 54th Avenue North
St. Petersburg, FL 33709
Jim Dulaney, Plant Superintendent
Telephone: 727-582-7015
Cell: 727-742-7799

City of Ormond Beach
Engineering Dept.
22 South Beach Street
Ormond Beach, FL 32175
Michael Dunn, Civil Engineer
Telephone: 386-615-7040

City of Clearwater
Public Utilities Dept.
3290 State Road 580
Safety Harbor, FL 33775
Jeff Borden, Chief Operator
Telephone: 727-793-2787
Cell: 727-224-7682

City of Fort Myers
Central AWWT Facility
1501 Raleigh Street
Ft. Myers, FL 33902
J. Bolder, Plant Supervisor
Telephone: 239-321-7569

Lake County Water Authority
107 North Lake Avenue
Tavares, FL 32778-3119
Ronald L. Hart, Water Resources Program Manager
Telephone: 352-343-3777 Ext. 24
Cell: 352-516-4823

To obtain Sample, please contact:
City of Ormond Beach
Contact: Michael Dunn
Telephone: 386-615-7040
ATTACHMENT "F"

St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: CHEMTREAD CHEMICALS US LLC

Authorized Representative(s) :

[Signature]

[Signature]

ANN HOPLER, MARKETING SPECIALIST
Print Name/Title

ELIZABETH RYNO, MARKETING SPECIALIST
Print Name/Title
STATE OF FLORIDA  
COUNTY OF ST. JOHNS  

BID NO.: 16-54  

BID BOND  

Bond No. CHEM9-12-16-1  

KNOW ALL MEN BY THESE PRESENTS, that Chemtrade Chemicals US LLC as Principal, and as Surety, are and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of the Amount lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated September 21st, 2016.

For  

Purchase of Water & Wastewater Treatment Chemicals  
St. Johns County, Florida  

NOW THEREFORE,

(a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

(b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 12th day of September 2016 A.D., 2016 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.
WITNESSES:
(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

Chemtrade Chemicals US LLC
PRINCIPAL:

NAME OF FIRM:

Ann Hopper, Marketing Specialist
TITLE

90 East Halsey Road
BUSINESS ADDRESS
Parsippany NJ 07054
CITY STATE

Berkley Insurance Company
SURETY:

WITNESS:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL) Jennifer Susan Vanat

475 Steamboat Road
BUSINESS ADDRESS
Greenwich CT 06830
CITY STATE

Rose and Kiernan, Inc.
NAME OF LOCAL INSURANCE AGENCY
STATE OF NEW JERSEY )
COUNTY OF MORRIS )

Bond No. CHEM9-12-16-1

On this 16th day of September, 2016 before me personally came
Ann Hopler to me known, being sworn
by me, did depose and say that (s)he resides in Long Valley, NJ
that (s)he is the Marketing Specialist of CHEMTRADE CHEMICALS US LLC
a Limited Liability Company described in and which
executed the foregoing instrument; that (s)he signed his/her name thereto pursuant
to authority granted by Limited Liability Company's Operating Agreement.

Sworn to and acknowledged on the above date, [Signature]

MARY K. CULVER
NOTARY PUBLIC
STATE OF NJ
MY COMM. EXPIRED 10-21-16

(Acknowledgment of bond by Surety Company)

STATE OF NEW YORK )
COUNTY OF RENSSELAER)

On this 12th day of September, 2016 before me personally came
Jennifer Susan Vanat to me known, who being by my duly sworn, did depose and say that
(s)he resides in Stuyvesant, NY, (s)he is the Attorney-in-fact of the
BERKLEY INSURANCE COMPANY and which executed the within instrument; that (s)he knows
the seal of said Company and that it was affixed thereto by authority of the Power of
Attorney of said Company; of which a certified copy is attached; and that (s)he
signed said instrument as an Attorney-in-Fact of said Company by like authority.

Sworn to and acknowledged on the above date, [Signature]

JAIMEY STRAUCH
Notary Public, State of New York
Qualified in Albany County
Reg # 01ST6309783
Commission Expires Aug. 16, 2019
NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Kevin J. Garrity; Renee A. Manny; Audrey J. Dinielien; Vikki L. LaVeau; Lori A. Franceti; Christopher Terzian; Judy Tomlinson; John F. Murray, Jr.; Derek P. Hannon; Arnold E. Finaldi, Jr.; or Jennifer Susan Vanat of Rose & Kierman, Inc. of East Greenwich, NY its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of October , 2014.

Attest:

(Seal)

Ira S. Lederman
Senior Vice President & Secretary

By

Berkley Insurance Company

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of October , 2014, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 30, 2019

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12th day of September , 2016

(Seal)

Andrew M. Xuma
BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET
DECEMBER 31, 2015
(AMOUNTS IN THOUSANDS)

<table>
<thead>
<tr>
<th>Admitted Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds</td>
<td>$8,870,177</td>
</tr>
<tr>
<td>Common &amp; Preferred Stocks</td>
<td>3,285,217</td>
</tr>
<tr>
<td>Cash &amp; Short Term Investments</td>
<td>567,599</td>
</tr>
<tr>
<td>Premiums Receivable</td>
<td>1,396,912</td>
</tr>
<tr>
<td>Other Assets</td>
<td>2,989,424</td>
</tr>
<tr>
<td><strong>Total Admitted Assets</strong></td>
<td>$17,109,329</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities &amp; Surplus</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss &amp; LAE Reserves</td>
<td>$8,753,797</td>
</tr>
<tr>
<td>Unearned Premium Reserves</td>
<td>2,503,622</td>
</tr>
<tr>
<td>Other Liabilities</td>
<td>556,351</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>$11,813,770</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Stock</td>
<td>$43,000</td>
</tr>
<tr>
<td>Preferred Stock</td>
<td>10</td>
</tr>
<tr>
<td>Additional Paid In Capital</td>
<td>2,818,041</td>
</tr>
<tr>
<td>Unassigned Surplus</td>
<td>2,434,508</td>
</tr>
<tr>
<td><strong>Total Policyholders’ Surplus</strong></td>
<td>$5,295,559</td>
</tr>
<tr>
<td><strong>Total Liabilities &amp; Surplus</strong></td>
<td>$17,109,329</td>
</tr>
</tbody>
</table>

**Officers:**
President: William Robert Berkley, Jr.
Secretary: Ira Seth Lederman
Treasurer: Eugene George Ballard

**Directors:**
William Robert Berkley,
(Chairman)
William Robert Berkley, Jr.
Eugene George Ballard
Paul James Hancock
Carol Josephine LaPunzina
Ira Seth Lederman
Carl Fred Madsen
ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Deletions of Chemical:

Anti-Scalar will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

   The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.
   
   Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

   The recovery % of each system the uses antiscalant.
   
   Answer: 15%

   The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?
   
   Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.
The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.
Answer: See Below

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Raw Water</th>
<th>Feed Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chloride (mg/L)</td>
<td></td>
<td>347.0</td>
</tr>
<tr>
<td>Sulfate (mg/L)</td>
<td></td>
<td>338.0</td>
</tr>
<tr>
<td>Color (c.u.)</td>
<td></td>
<td>4.4</td>
</tr>
<tr>
<td>Total Alkalinity (mg/L as CaCO3)</td>
<td></td>
<td>138.3</td>
</tr>
<tr>
<td>Potassium (mg/L)</td>
<td></td>
<td>10.6</td>
</tr>
<tr>
<td>Calcium (mg/L)</td>
<td></td>
<td>96.1</td>
</tr>
<tr>
<td>Magnesium (mg/L)</td>
<td></td>
<td>55.5</td>
</tr>
<tr>
<td>Sodium (mg/L)</td>
<td></td>
<td>150.3</td>
</tr>
<tr>
<td>Iron (mg/L)</td>
<td></td>
<td>0.1</td>
</tr>
<tr>
<td>Manganese (mg/L)</td>
<td></td>
<td>0.0</td>
</tr>
<tr>
<td>Barium (mg/L)</td>
<td></td>
<td>0.0</td>
</tr>
<tr>
<td>Total Organic Carbon (mg/L)</td>
<td></td>
<td>1.5</td>
</tr>
<tr>
<td>Dissolved Organic Carbon (mg/L)</td>
<td></td>
<td>1.9</td>
</tr>
<tr>
<td>Strontium (mg/L)</td>
<td></td>
<td>5.2</td>
</tr>
<tr>
<td>Conductivity (mS/cm2)</td>
<td></td>
<td>2630.0</td>
</tr>
<tr>
<td>pH (S.U.)</td>
<td></td>
<td>5.5</td>
</tr>
<tr>
<td>Total Hardness (mg/L as CaCO3)</td>
<td></td>
<td>471.5</td>
</tr>
<tr>
<td>Temperature (°C)</td>
<td></td>
<td>21.4</td>
</tr>
</tbody>
</table>

Current price SJC pays for each antiscalant.
Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?
Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scaulant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?
Answer: The anti-scaulant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?
Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier's check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?
Answer: The delivery is into tanks.
5. Please provide the current suppliers and pricing.

<table>
<thead>
<tr>
<th>Product</th>
<th>Vendor</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminum Sulfate (Bulk)</td>
<td>Chem Trade Chemicals</td>
<td>0.565 per gal</td>
</tr>
<tr>
<td>Aluminum Sulfate (Drum)</td>
<td>Thatcher Chemical of FL</td>
<td>153.85 per 55 Drum</td>
</tr>
<tr>
<td>Anhydrous Ammonia</td>
<td>Airgas Specialty Products</td>
<td>0.7257 per lb.</td>
</tr>
<tr>
<td>Caustic Soda</td>
<td>Allied Universal Corp</td>
<td>2.47 per gal</td>
</tr>
<tr>
<td>Calcium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>144.00 100# Drum</td>
</tr>
<tr>
<td>Chlorine Gas</td>
<td>Allied Universal Corp</td>
<td>79.00 150# Cylinder</td>
</tr>
<tr>
<td>Muratic Acid</td>
<td>Brenntag Mid-South</td>
<td>9.04 per gal</td>
</tr>
<tr>
<td>Anti-Scalant</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>7.56 per gal</td>
</tr>
<tr>
<td>MircoC2000</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>3.12 per gal</td>
</tr>
<tr>
<td>Sodium Bisulfite</td>
<td>Thatcher Chemical of FL</td>
<td>1.804 per gal (Bulk)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.74 per gal (2 Drums)</td>
</tr>
<tr>
<td>Sodium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>3.24 per gal (4 Drums)</td>
</tr>
<tr>
<td>Sodium Hypochlorite (Non-</td>
<td>Odyssey Manufacturing Co</td>
<td>.61 per gal</td>
</tr>
<tr>
<td>Tanker)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>Airgas Carbonic Inc</td>
<td>1.25 per gal</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>Shreve Chemical Co</td>
<td>140.40 per ton</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.18 per gal</td>
</tr>
<tr>
<td>Poly/Ortho Blend</td>
<td>American Water Chemicals</td>
<td>5.40 per gal</td>
</tr>
</tbody>
</table>

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

**Answer:** See Below for 2016 quantities.

**2016 YEAR TO DATE TOTALS**

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sulfuric Acid</td>
<td>79113</td>
</tr>
<tr>
<td>Chlorine Bulk</td>
<td>42019</td>
</tr>
<tr>
<td>Sodium Hydroxide</td>
<td>2706</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>0</td>
</tr>
<tr>
<td>Ammonia</td>
<td>8470</td>
</tr>
<tr>
<td>Antiscalant</td>
<td>1620</td>
</tr>
</tbody>
</table>

7. Off of Page 39 – Manufacturer’s Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

**Answer:** A COA (for each delivery) is acceptable.
THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

[Signature]

Date: September 14, 2016

ANN HOPLER, MARKETING SPECIALIST

Printed Name/Title

CHEMTRAD CHEMICALS US LLC

Company Name (Print)

Sincerely,

Leigh A. Daniels, CPPB
Senior Buyer

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)
BID NO: 16-54

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: Sept. 15, 2016

BID PROPOSAL OF

AIRGAS USA, LLC SOUTH REGION

Full Legal Company Name
5249 TAMPA WEST BLVD. TAMPA, FL 33634

Mailing Address

813-220-8881
813-935-1434
Telephone Number
Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54 Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.

<table>
<thead>
<tr>
<th>ITEM &amp; DESCRIPTION</th>
<th>UNIT SIZE</th>
<th>UNIT PRICE</th>
<th>ESTIMATED ANNUAL USAGE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anhydrous Ammonia</td>
<td>LB</td>
<td>$_________ /LB</td>
<td>26,000 LBS</td>
<td>$_________</td>
</tr>
<tr>
<td>2. Sodium Hydroxide (50%)</td>
<td>GAL</td>
<td>$_________ /GAL</td>
<td>20,000 GALS</td>
<td>$_________</td>
</tr>
<tr>
<td>3. Bisulfite Liquid</td>
<td>GAL</td>
<td>$_________ /GAL</td>
<td>55,000 GALS</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>DRUM</td>
<td>$_________ /GAL</td>
<td>55-Gal Drum/1320 GALS</td>
<td>$_________</td>
</tr>
<tr>
<td>4. Muriatic/Hydrochloric Acid</td>
<td>GAL</td>
<td>$_________ /GAL</td>
<td>400 GALS</td>
<td>$_________</td>
</tr>
<tr>
<td>5. Calcium Hypochlorite/HTH</td>
<td>LB</td>
<td>$_________ /LB</td>
<td>6,500 LBS</td>
<td>$_________</td>
</tr>
<tr>
<td>6. Chlorine Gas</td>
<td>LB</td>
<td>$_________ /LB</td>
<td>34,000 LBS (WTP)</td>
<td>$_________</td>
</tr>
<tr>
<td>7. Sodium Hypochlorite (Bulk)</td>
<td>GAL</td>
<td>$_________ /GAL</td>
<td>350,000 GALS (WTP)</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$_________ /GAL</td>
<td>300,000 GALS (WWTP)</td>
<td>$_________</td>
</tr>
<tr>
<td>8. Sodium Hypochlorite (Non-Tanker Delivery)</td>
<td>GAL</td>
<td>$_________ /GAL</td>
<td>5,000 GALS (WWTP)</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>GAL</td>
<td>$_________ /GAL</td>
<td>8,000 GALS (WTP)</td>
<td>$_________</td>
</tr>
<tr>
<td>9. Anti-Scalant</td>
<td>GAL</td>
<td>$_________ /GAL</td>
<td>3,600 GALS</td>
<td>$_________</td>
</tr>
<tr>
<td>10. MircoC2000</td>
<td>GAL</td>
<td>$_________ /GAL</td>
<td>25,000 GAL (WWTP)</td>
<td>$_________</td>
</tr>
<tr>
<td>11. Aluminum Sulfate</td>
<td>GAL</td>
<td>$_________ /GAL</td>
<td>60,000 GALS</td>
<td>$_________</td>
</tr>
</tbody>
</table>

Rev 1 103009
### 12. Carbon Dioxide
- **Unit Price**: $0.079125/LB
- **Total Quantity**: 2.4 MILLION LBS
- **Total Price**: $189,900.00

### 13. Sulfuric Acid
- **Unit Price**: $GAL
- **Total Quantity**: 144,000 GALS
- **Total Price**: $______

### 14. Poly/Ortho Blend
- **Unit Price**: $GAL
- **Total Quantity**: 3,600 GALS
- **Total Price**: $______

**Total Annual Package Bid**: $189,900.00

---

The County reserves the right to award to multiple vendors as required to best suit the needs of the County.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above.

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a “No Bid”, and disqualify the Bidder from consideration of award.

During the preparation of the Bid, the following addenda, if any, were received:
- **No.**: ________ **Date Received**: ________
- **No.**: ________ **Date Received**: ________
- **No.**: ________ **Date Received**: ________

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier’s check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.
Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: AIRGAS USA, LLC

By: ________________________________
Signature of Authorized Representative

JERRY STANLEY SALES DIRECTOR
(Name & Title typed or printed)

By: ________________________________
Signature of Authorized Representative

BOB WATKINS VICE PRESIDENT OF SALES
(Name & Title typed or printed)

Address: 5249 TAMPA WEST BLVD. TAMPA, FL 33634
Telephone No.: (813) 220-8881
Fax No.: ________________________________

Email Address for Authorized Company Representative: Jerry.Stanley@Airgas.com
Federal I.D. Tax Number: 56-0732648
DUNS #: ________________________________

INDIVIDUAL

Name: ________________________________
(Signature) (Name typed or printed) (Title)

Address: ________________________________
Telephone No.: ( ) ________________________________ Fax No.: ________________________________
Email Address: ________________________________
Federal I.D. Tax Number: ________________________________

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

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

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Jerry Stanley who being duly sworn, deposes and says he is a Sales Director Employee (Title) of the firm of AIRGAS USA, LLC SOUTH REGION Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, in St. Johns County, Florida.

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

AIRGAS USA, LLC SOUTH REGION

(Bidder)

By: Jerry Stanley
Sales Director (Title)

Sworn and subscribed to me this 14th day of September, 2016.

Notary Public:

Signature

Printed

My commission Expires

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH BID.
September 14, 2016

St. Johns County Bid NO: 16-54 Water & Wastewater Chemicals

To whom it may concern,

Airgas USA, LLC South Region located at 5249 Tampa West Blvd. Tampa, FL 33634 is a Division Corp. Office of Airgas, Inc. based in Radnor, PA 19087. There is no Corporate Seal maintained at our Airgas USA, LLC South Region Office. If there are any questions you may contact me at 813-884-4232.

[Signature]

President - South Region
| County | City | Address | Phone
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Manatee</td>
<td>Downtown</td>
<td>1801 7th Ave</td>
<td>941-747-8472</td>
</tr>
<tr>
<td>Manatee</td>
<td>Port Charlotte</td>
<td>1000 6th Ave</td>
<td>941-723-3700</td>
</tr>
<tr>
<td>Manatee</td>
<td>Palmetto</td>
<td>14th Ave</td>
<td>941-723-3700</td>
</tr>
<tr>
<td>Manatee</td>
<td>Ellenton</td>
<td>15th Ave</td>
<td>941-723-3700</td>
</tr>
<tr>
<td>Manatee</td>
<td>Bradenton</td>
<td>16th Ave</td>
<td>941-723-3700</td>
</tr>
<tr>
<td>Manatee</td>
<td>Parrish</td>
<td>17th Ave</td>
<td>941-723-3700</td>
</tr>
<tr>
<td>Manatee</td>
<td>Myakka City</td>
<td>18th Ave</td>
<td>941-723-3700</td>
</tr>
<tr>
<td>Manatee</td>
<td>Sun City Center</td>
<td>19th Ave</td>
<td>941-723-3700</td>
</tr>
<tr>
<td>Manatee</td>
<td>Venice</td>
<td>20th Ave</td>
<td>941-723-3700</td>
</tr>
<tr>
<td>Manatee</td>
<td>Ruskin</td>
<td>21st Ave</td>
<td>941-723-3700</td>
</tr>
<tr>
<td>Manatee</td>
<td>Palmetto</td>
<td>22nd Ave</td>
<td>941-723-3700</td>
</tr>
<tr>
<td>Manatee</td>
<td>Parrish</td>
<td>23rd Ave</td>
<td>941-723-3700</td>
</tr>
<tr>
<td>Manatee</td>
<td>Ellenton</td>
<td>24th Ave</td>
<td>941-723-3700</td>
</tr>
<tr>
<td>Manatee</td>
<td>Bradenton</td>
<td>25th Ave</td>
<td>941-723-3700</td>
</tr>
<tr>
<td>Manatee</td>
<td>Port Charles</td>
<td>26th Ave</td>
<td>941-723-3700</td>
</tr>
</tbody>
</table>

**Governments Water Treatment Plant**

- **Contact:** State Zip
- **Address:** 2050 SW 7th St
- **Phone:** 941-591-3000
ATTACHMENT “E”
REFERENCE INFORMATION

Each Bidder shall submit a list of five (5) references of firms/entities that use or have used its product at wastewater treatment plants within the last three (3) years. The reference list must name users at the wastewater treatment plants, not purchasing agents. The reference information must include: name of firm/entity, name and contact information of user at wastewater treatment plant, years of service, amount of chemical supplied and dollar amount of contract.

In addition to the references above, each bidder shall provide a list of any customers with whom a contract with the bidder was terminated early for non-compliance with safety, quality or service requirements for any product supplied by the bidder within the last five (5) years.

Each Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicular accidents involving death or injury, and National Response Center Notifications (“safety incidents”) for all chemicals the Bidder delivers or manufactures within the last five (5) years. Failure to disclose references, terminations, or safety incidents shall result in disqualification of the Bidder.

All information requested above shall be compiled and labeled as Attachment “E” and attached to each copy (one original + two copies) of the submitted Bid Proposal.

1. Contact Name/Title: SEE ATTACHED
   Name of Firm/Entity:
   Description/Dates of Services Provided:
   Address:
   Phone #: Fax #:
   Email Address:

2. Contact Name/Title:    
   Name of Firm/Entity:
   Description/Dates of Services Provided:
   Address:
   Phone #: Fax #:
   Email Address:

3. Contact Name/Title:    
   Name of Firm/Entity:
   Description/Dates of Services Provided:
   Address:
   Phone #: Fax #:
   Email Address:

4. Contact Name/Title:    
   Name of Firm/Entity:
   Description/Dates of Services Provided:
   Address:
   Phone #: Fax #:
   Email Address:
5. Contact Name/Title:  
Name of Firm/Entity:  
Description/Dates of Services Provided:  

Address:  
Phone #:  Fax #:  
Email Address:  

Is your company currently involved in any active litigation? ___________ If Yes, explain: ________________________________

__________________________________________________________________________

Has your company ever been sued? ________ If Yes, explain and/or submit court decision or judgment, as applicable:

__________________________________________________________________________

__________________________________________________________________________
ATTACHMENT “F”

St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgment when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

XX  I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: AIRGAS USA, LLC

Authorized Representative(s) Jerry Stanley

Signature

Print Name/Title

Signature

Print Name/Title

26
St. Johns County Board of County Commissioners
Purchasing Division

September 13, 2016

**ADDENDUM #1**

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

This Addendum #1 is issued for further respondent’s information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

**Deletions of Chemical:**

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

**Questions:**

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

   The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.
   **Answer:** Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

   The recovery % of each system the uses antiscalant.
   **Answer:** 15%

   The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?
   **Answer:** Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.
The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.
Answer: See Below

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Raw Water</th>
<th>Feed Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chloride (mg/L)</td>
<td>347.0</td>
<td>338.0</td>
</tr>
<tr>
<td>Sulfate (mg/L)</td>
<td>4.4</td>
<td></td>
</tr>
<tr>
<td>Color (c.u.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Alkalinity (mg/L as CaCO3)</td>
<td>138.3</td>
<td></td>
</tr>
<tr>
<td>Potassium (mg/L)</td>
<td>10.6</td>
<td></td>
</tr>
<tr>
<td>Calcium (mg/L)</td>
<td>96.1</td>
<td></td>
</tr>
<tr>
<td>Magnesium (mg/L)</td>
<td>55.5</td>
<td></td>
</tr>
<tr>
<td>Sodium (mg/L)</td>
<td>150.3</td>
<td></td>
</tr>
<tr>
<td>Iron (mg/L)</td>
<td>0.1</td>
<td></td>
</tr>
<tr>
<td>Manganese (mg/L)</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>Barium (mg/L)</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>Total Organic Carbon (mg/L)</td>
<td>1.5</td>
<td></td>
</tr>
<tr>
<td>Dissolved Organic Carbon (mg/L)</td>
<td>1.9</td>
<td></td>
</tr>
<tr>
<td>Strontium (mg/L)</td>
<td>5.2</td>
<td></td>
</tr>
<tr>
<td>Conductivity (mS/cm²)</td>
<td>2630.0</td>
<td></td>
</tr>
<tr>
<td>pH (S.U.)</td>
<td>5.5</td>
<td></td>
</tr>
<tr>
<td>Total Hardness (mg/L as CaCO3)</td>
<td>471.5</td>
<td></td>
</tr>
<tr>
<td>Temperature (°C)</td>
<td>21.4</td>
<td></td>
</tr>
</tbody>
</table>

Current price SJC pays for each antiscalant.
Answer: See answer #5.

Finally, The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?
Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?
Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?
Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier’s check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?
Answer: The delivery is into tanks.
5. Please provide the current suppliers and pricing.

<table>
<thead>
<tr>
<th>Product</th>
<th>Vendor</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumunim Sulfate (Bulk)</td>
<td>Chem Trade Chemicals</td>
<td>0.565 per gal</td>
</tr>
<tr>
<td>Alumunim Sulfate (Drum)</td>
<td>Thatcher Chemical of FL</td>
<td>153.85 per 55 Drum</td>
</tr>
<tr>
<td>Anhydrous Ammonia</td>
<td>Airgas Specialty Products</td>
<td>0.7257 per lb.</td>
</tr>
<tr>
<td>Caustic Soda</td>
<td>Allied Universal Corp</td>
<td>2.47 per gal</td>
</tr>
<tr>
<td>Calcium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>144.00 100# Drum</td>
</tr>
<tr>
<td>Chlorine Gas</td>
<td>Allied Universal Corp</td>
<td>79.00 150# Cylinder</td>
</tr>
<tr>
<td>Muratic Acid</td>
<td>Brenntag Mid-South</td>
<td>9.04 per gal</td>
</tr>
<tr>
<td>Anti-Scalarant</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>7.56 per gal</td>
</tr>
<tr>
<td>MircoC2000</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>3.12 per gal</td>
</tr>
<tr>
<td>Sodium Bisulfite</td>
<td>Thatcher Chemical of FL</td>
<td>1.804 per gal (Bulk)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.74 per gal (2 Drums)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.24 per gal (4 Drums)</td>
</tr>
<tr>
<td>Sodium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>.61 per gal</td>
</tr>
<tr>
<td>Sodium Hypochlorite (Non-Tanker)</td>
<td>Odyssey Manufacturing Co</td>
<td>1.25 per gal</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>Airgas Carbonic Inc</td>
<td>140.40 per ton</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>Shrieve Chemical Co</td>
<td>1.18 per gal</td>
</tr>
<tr>
<td>Poly/Ortho Blend</td>
<td>American Water Chemicals</td>
<td>5.40 per gal</td>
</tr>
</tbody>
</table>

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

2016 YEAR TO DATE TOTALS

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sulfuric Acid</td>
<td>79113</td>
</tr>
<tr>
<td>Chlorine Bulk</td>
<td>42019</td>
</tr>
<tr>
<td>Sodium Hydroxide</td>
<td>2706</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>0</td>
</tr>
<tr>
<td>Ammonia</td>
<td>8470</td>
</tr>
<tr>
<td>Antiscalant</td>
<td>1620</td>
</tr>
</tbody>
</table>

7. Off of Page 39 – Manufacturer’s Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.
THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgement

Signature and Date 9/19/2016

Jerry Stanley Sales Director
Printed Name/Title

Airgas USA, LLC South Region
Company Name (Print)

END OF ADDENDUM NO. 1

Sincerely,

Leigh A. Daniels, CPPB
Senior Buyer

Attachment: Official County Bid Form (Revised 9/13/16)
BID NO: 16-54

OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: ______________________

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.

<table>
<thead>
<tr>
<th>ITEM &amp; DESCRIPTION</th>
<th>UNIT SIZE</th>
<th>UNIT PRICE</th>
<th>ESTIMATED ANNUAL USAGE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anhydrous Ammonia</td>
<td>LB</td>
<td>$_________/LB</td>
<td>26,000 LBS</td>
<td>$_________</td>
</tr>
<tr>
<td>2. Sodium Hydroxide (50%)</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>20,000 GALS</td>
<td>$_________</td>
</tr>
<tr>
<td>3. Bisulfite Liquid</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>55,000 GALS</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>DRUM</td>
<td>$_________/GAL</td>
<td>55-Gal Drum/1320 GALS</td>
<td>$_________</td>
</tr>
<tr>
<td>4. Muriatic/Hydrochloric Acid</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>400 GALS</td>
<td>$_________</td>
</tr>
<tr>
<td>5. Calcium Hypochlorite/HTH</td>
<td>LB</td>
<td>$_________/LB</td>
<td>6,500 LBS</td>
<td>$_________</td>
</tr>
<tr>
<td>6. Chlorine Gas</td>
<td>LB</td>
<td>$_________/LB</td>
<td>34,000 LBS (WTP)</td>
<td>$_________</td>
</tr>
<tr>
<td>7. Sodium Hypochlorite (Bulk)</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>350,000 GALS (WTP)</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$_________/GAL</td>
<td>300,000 GALS (WWTP)</td>
<td>$_________</td>
</tr>
<tr>
<td>8. Sodium Hypochlorite (Non-Tanker Delivery)</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>5,000 GALS (WWTP)</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>8,000 GALS (WTP)</td>
<td>$_________</td>
</tr>
<tr>
<td>9. MircoC2000</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>25,000 GAL (WWTP)</td>
<td>$_________</td>
</tr>
<tr>
<td>10. Aluminum Sulfate</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>60,000 GALS</td>
<td>$_________</td>
</tr>
</tbody>
</table>
11. Carbon Dioxide  
   DRUM $_________/GAL  55-GAL Drum/825 GALS $__________
   LB $_________/LB  2.4 MILLION LBS $__________

12. Sulfuric Acid  
   GAL $_________/GAL  144,000 GALS $__________

13. Poly/Ortho Blend  
   GAL $_________/GAL  3,600 GALS $__________

Total Annual Package Bid: $__________

The County reserves the right to award to multiple vendors as required to best suit the needs of the County.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above.

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

During the preparation of the Bid, the following addenda, if any, were received:
   No.:__________ Date Received:
   No.:__________ Date Received:
   No.:__________ Date Received:

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier’s check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.
Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: ____________________________________________ (Seal)

By: _________________________________________________________________ (Name & Title typed or printed)

Signature of Authorized Representative

By: _________________________________________________________________ (Name & Title typed or printed)

Signature of Authorized Representative

Address: ____________________________________________________________

Telephone No.: (____) __________________________ Fax No.: (____) __________________________

Email Address for Authorized Company Representative: __________________________

Federal I.D. Tax Number: __________________________ DUNS #: __________________________

INDIVIDUAL

Name: ________________________________________________________________

(Signature) (Name typed or printed) (Title)

Address: ____________________________________________________________

Telephone No.: (____) __________________________ Fax No.: __________

Email Address: ______________________________________________________

Federal I.D. Tax Number: ______________________________________________

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

Official County Bid Form, Attachments “A”, “B”, “C”, “D”, “E”, “F” and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.
BID NO: 16-54
OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: 1/11/16

BID PROPOSAL OF
Shreve Chemical Company

Full Legal Company Name
2444 S Lake Thomas Dr, Winter Haven, FL 33881
Mailing Address
Telephone Number
Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.

<table>
<thead>
<tr>
<th>ITEM &amp; DESCRIPTION</th>
<th>UNIT SIZE</th>
<th>UNIT PRICE</th>
<th>ESTIMATED ANNUAL USAGE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anhydrous Ammonia</td>
<td>LB</td>
<td>$_________/LB</td>
<td>26,000 LBS</td>
<td>$_________</td>
</tr>
<tr>
<td>2. Sodium Hydroxide (50%)</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>20,000 GALS</td>
<td>$_________</td>
</tr>
<tr>
<td>3. Bisulfite Liquid</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>55,000 GALS</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>DRUM</td>
<td>$_________/GAL</td>
<td>55-Gal Drum/1320 GALS</td>
<td>$_________</td>
</tr>
<tr>
<td>4. Muriatic/Hydrochloric Acid</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>400 GALS</td>
<td>$_________</td>
</tr>
<tr>
<td>5. Calcium Hypochlorite/HTH</td>
<td>LB</td>
<td>$_________/LB</td>
<td>6,500 LBS</td>
<td>$_________</td>
</tr>
<tr>
<td>6. Chlorine Gas</td>
<td>LB</td>
<td>$_________/LB</td>
<td>34,000 LBS (WTP)</td>
<td>$_________</td>
</tr>
<tr>
<td>7. Sodium Hypochlorite (Bulk)</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>350,000 GALS (WTP)</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$_________/GAL</td>
<td>300,000 GALS (WWTP)</td>
<td>$_________</td>
</tr>
<tr>
<td>8. Sodium Hypochlorite (Non-Tanker Delivery)</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>5,000 GALS (WWTP) $</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$_________/GAL</td>
<td>8,000 GALS (WTP)</td>
<td>$_________</td>
</tr>
<tr>
<td>9. MirocoC2000</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>25,000 GALS (WWTP)</td>
<td>$_________</td>
</tr>
<tr>
<td>10. Aluminum Sulfate</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>60,000 GALS</td>
<td>$_________</td>
</tr>
</tbody>
</table>
DRUM $_________/GAL  55-GAL Drum/825 GALS $_________

11. Carbon Dioxide
   LB $_________/LB  2.4 MILLION LBS $_________

12. Sulfuric Acid
   GAL $_________/GAL  144,000 GALS $8,984.44

13. Poly/Ortho Blend
   GAL $_________/GAL  3,600 GALS $_________

Total Annual Package Bid: $931,644.00

The County reserves the right to award to multiple vendors as required to best suit the needs of the County.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above.

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

During the preparation of the Bid, the following addenda, if any, were received:
   No.: ______ Date Received: "1/8/16"
   No.: ______ Date Received: ______ Date Received:
   No.: ______ Date Received:

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier’s check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.
Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: [Company Name]

By: [Signature] Phil Beckler, President

By: [Signature] [Name & Title typed or printed]

Address: 1755 Woodstreet Ctr, The Woodlands, TX 77380

Telephone No.: 281-367-4236

Fax No.: 281-367-0571

Email Address for Authorized Company Representative: [Email Address]

Federal I.D. Tax Number: 74-1941488

DUNS #: 081397266

INDIVIDUAL

Name: N/A

(Signature) [Name typed or printed] [Title]

Address: 

Telephone No.: 

Fax No.: 

Email Address: 

Federal I.D. Tax Number: 

Submittal Requirements:

Official County Bid Form
Attachment "A" - Affidavit
Attachment "B" - Certificate as to Corporate Principals
Attachment "C" - Licenses/Certification List
Attachment "D" - List of Proposed Sub-Contractors
Attachment "E" - References Information
Attachment "F" - Conflict of Interest Disclosure Form
Bid Bond

Fully Acknowledged Addenda Applicable to this Bid

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

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Chris Burns who being duly sworn, deposes and says he is Vice President (Title) of the firm of Shreve Chemical Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, in St. Johns County, Florida.

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

Sworn and subscribed to me this 20th day of Sept., 2016.

Notary Public: Deanna Bearden

Signature: Deanna Bearden

Printed

My commission Expires: 5/5/18

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.
ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

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

__________________________
Secretary

__________________________
Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this ______ day of ________________, 20__, A.D.


NOTARY PUBLIC
State of Florida-at-large
My Commission Expires:

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)
**ATTACHMENT “C”**

**LICENSE / CERTIFICATION LIST**

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

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

<table>
<thead>
<tr>
<th>License Name</th>
<th>License #</th>
<th>Issuing Agency</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsible Core</td>
<td>N/A</td>
<td>National Association of Chemical</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Distributors</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS

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

<table>
<thead>
<tr>
<th>DIVISION OF WORK</th>
<th>NAME AND ADDRESS OF SUBCONTRACTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract</td>
<td>Florida Rock Tank Lines</td>
</tr>
<tr>
<td>Corr.</td>
<td>200 W Forsyth St. FL 32204</td>
</tr>
<tr>
<td>(E)</td>
<td>Jacksonville, FL 32202</td>
</tr>
<tr>
<td>(P)</td>
<td></td>
</tr>
<tr>
<td>(S)</td>
<td></td>
</tr>
<tr>
<td>(D)</td>
<td></td>
</tr>
<tr>
<td>(K)</td>
<td></td>
</tr>
<tr>
<td>(B)</td>
<td></td>
</tr>
<tr>
<td>(C)</td>
<td></td>
</tr>
<tr>
<td>(T)</td>
<td></td>
</tr>
<tr>
<td>(M)</td>
<td></td>
</tr>
<tr>
<td>(N)</td>
<td></td>
</tr>
<tr>
<td>(O)</td>
<td></td>
</tr>
<tr>
<td>(I)</td>
<td></td>
</tr>
<tr>
<td>(A)</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT “E”
REFERENCE INFORMATION

Each Bidder shall submit a list of five (5) references of firms/entities that use or have used its product at wastewater treatment plants within the last three (3) years. The reference list must name users at the wastewater treatment plants, not purchasing agents. The reference information must include: name of firm/entity, name and contact information of user at wastewater treatment plant, years of service, amount of chemical supplied and dollar amount of contract.

In addition to the references above, each bidder shall provide a list of any customers with whom a contract with the bidder was terminated early for non-compliance with safety, quality or service requirements for any product supplied by the bidder within the last five (5) years.

Each Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicular accidents involving death or injury, and National Response Center Notifications (“safety incidents”) for all chemicals the Bidder delivers or manufactures within the last five (5) years. Failure to disclose references, terminations, or safety incidents shall result in disqualification of the Bidder.

All information requested above shall be compiled and labeled as Attachment “E” and attached to each copy (one original + two copies) of the submitted Bid Proposal.

<table>
<thead>
<tr>
<th>1. Contact Name/Title</th>
<th>Farkh Zahr / Process Chemistry Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm/Entity</td>
<td>Jacksonville Electric Authority (JEA)</td>
</tr>
<tr>
<td>Description/Dates of Services Provided</td>
<td>Water Treatment 1990 present</td>
</tr>
<tr>
<td>Address</td>
<td>21 W 6th St, Jacksonville, FL 32207</td>
</tr>
<tr>
<td>Phone #</td>
<td>904-635-6352</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:fzaeh@jfl.org">fzaeh@jfl.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Contact Name/Title</th>
<th>Chris Hoffman / Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm/Entity</td>
<td>City of Cape Coral</td>
</tr>
<tr>
<td>Description/Dates of Services Provided</td>
<td>Sulfamic Acid supply for Water/Wastewater treatment</td>
</tr>
<tr>
<td>Address</td>
<td>PO Box 150061 Cape Coral, FL 32911</td>
</tr>
<tr>
<td>Phone #</td>
<td>239-574-6831</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:chh@cofl.us">chh@cofl.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Contact Name/Title</th>
<th>Gaye Brown / Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm/Entity</td>
<td>City of Vandalion</td>
</tr>
<tr>
<td>Description/Dates of Services Provided</td>
<td>Sulfamic Acid supply for Water/Wastewater treatment</td>
</tr>
<tr>
<td>Address</td>
<td>215 E Central Ave Vandalion, MO 64106</td>
</tr>
<tr>
<td>Phone #</td>
<td>229-259-3585</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:gbrown@vandalioncity.com">gbrown@vandalioncity.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Contact Name/Title</th>
<th>Phillip Kidmore / Chief Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm/Entity</td>
<td>City of Dania Beach</td>
</tr>
<tr>
<td>Description/Dates of Services Provided</td>
<td>Sulfamic Acid Supply for Water/Wastewater treatment</td>
</tr>
<tr>
<td>Address</td>
<td>1201 S 1st Ave Dania Beach, Fl</td>
</tr>
<tr>
<td>Phone #</td>
<td>954-782-3518</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:pkidmore@ci.dania.fl.us">pkidmore@ci.dania.fl.us</a></td>
</tr>
</tbody>
</table>
5. Contact Name/Title: Chris Friel / Operator
   Name of Firm/Entity: Other (Continue)
   Description/Dates of Services Provided: Supply and Install Work
   Address: 3400 Transmitter Rd, Panama City, FL 32401
   Phone #: 850-873-9700  Fax #: N/A
   Email Address: purchasing@baycountylfl.gov

Is your company currently involved in any active litigation? [ ] No [x] Yes. Explain:

[______________________________________________________________________]

Has your company ever been sued? [ ] No [x] Yes. Explain and/or submit court decision or judgment, as applicable:

[______________________________________________________________________]
ATTACHMENT “F”

St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant’s/contractor’s professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant’s/contractor’s professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

☑️ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Authorized Representative(s):

Signature
Print Name/Title

Signature
Print Name/Title

26
September 13, 2016

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

This Addendum #1 is issued for further respondent’s information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Deletions of Chemical:

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antisalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

   The Size of each reverse osmosis system, i.e. in gallons per day, that uses antisalant.
   Answer: Our current antisalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

   The recovery % of each system the uses antisalant.
   Answer: 15%

   The bid state the current dose is 5 ppm. Is that dose the same for both antisalants and for the same or separate system?
   Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.
The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

Answer: See Below

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Raw Water</th>
<th>Feed Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chloride (mg/L)</td>
<td>347.0</td>
<td></td>
</tr>
<tr>
<td>Sulfate (mg/L)</td>
<td>338.0</td>
<td></td>
</tr>
<tr>
<td>Color (c.u.)</td>
<td>4.4</td>
<td></td>
</tr>
<tr>
<td>Total Alkalinity (mg/L as CaCO3)</td>
<td>138.3</td>
<td></td>
</tr>
<tr>
<td>Potassium (mg/L)</td>
<td>10.6</td>
<td></td>
</tr>
<tr>
<td>Calcium (mg/L)</td>
<td>96.1</td>
<td></td>
</tr>
<tr>
<td>Magnesium (mg/L)</td>
<td>55.5</td>
<td></td>
</tr>
<tr>
<td>Sodium (mg/L)</td>
<td>150.3</td>
<td></td>
</tr>
<tr>
<td>Iron (mg/L)</td>
<td>0.1</td>
<td></td>
</tr>
<tr>
<td>Manganese (mg/L)</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>Barium (mg/L)</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>Total Organic Carbon (mg/L)</td>
<td>1.5</td>
<td></td>
</tr>
<tr>
<td>Dissolved Organic Carbon (mg/L)</td>
<td>1.9</td>
<td></td>
</tr>
<tr>
<td>Strontium (mg/L)</td>
<td>5.2</td>
<td></td>
</tr>
<tr>
<td>Conductivity (mS/cm2)</td>
<td>2630.0</td>
<td></td>
</tr>
<tr>
<td>pH (S.U.)</td>
<td>5.5</td>
<td></td>
</tr>
<tr>
<td>Total Hardness (mg/L as CaCO3)</td>
<td>471.5</td>
<td></td>
</tr>
<tr>
<td>Temperature (°C)</td>
<td>21.4</td>
<td></td>
</tr>
</tbody>
</table>

Current price SJC pays for each antiscalant.

Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier's check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

Answer: The delivery is into tanks.
5. Please provide the current suppliers and pricing.

<table>
<thead>
<tr>
<th>Product</th>
<th>Vendor</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumunim Sulfate (Bulk)</td>
<td>Chem Trade Chemicals</td>
<td>0.565 per gal</td>
</tr>
<tr>
<td>Alumunim Sulfate (Drum)</td>
<td>Thatcher Chemical of FL</td>
<td>153.85 per 55 Drum</td>
</tr>
<tr>
<td>Anhydrous Ammonia</td>
<td>Airgas Specialty Products</td>
<td>0.7257 per lb.</td>
</tr>
<tr>
<td>Caustic Soda</td>
<td>Allied Universal Corp</td>
<td>2.47 per gal</td>
</tr>
<tr>
<td>Calcium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>144.00 100# Drum</td>
</tr>
<tr>
<td>Chlorine Gas</td>
<td>Allied Universal Corp</td>
<td>79.00 150# Cylinder</td>
</tr>
<tr>
<td>Muratic Acid</td>
<td>Brenntag Mid-South</td>
<td>9.04 per gal</td>
</tr>
<tr>
<td>Anti-Scalant</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>7.56 per gal</td>
</tr>
<tr>
<td>MircoC2000</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>3.12 per gal</td>
</tr>
<tr>
<td>Sodium Bisulfite</td>
<td>Thatcher Chemical of FL</td>
<td>1.804 per gal (Bulk)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.74 per gal (2 Drums)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.24 per gal (4 Drums)</td>
</tr>
<tr>
<td>Sodium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>.61 per gal</td>
</tr>
<tr>
<td>Sodium Hypochlorite (Non-Tanker)</td>
<td>Odyssey Manufacturing Co</td>
<td>1.25 per gal</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>Airgas Carbonic Inc</td>
<td>140.40 per ton</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>Shrieve Chemical Co</td>
<td>1.18 per gal</td>
</tr>
<tr>
<td>Poly/Ortho Blend</td>
<td>American Water Chemicals</td>
<td>5.40 per gal</td>
</tr>
</tbody>
</table>

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

**2016 YEAR TO DATE TOTALS**

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sulfuric Acid</td>
<td>79113</td>
</tr>
<tr>
<td>Chlorine Bulk</td>
<td>42019</td>
</tr>
<tr>
<td>Sodium Hydroxide</td>
<td>2706</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>0</td>
</tr>
<tr>
<td>Ammonia</td>
<td>8470</td>
</tr>
<tr>
<td>Antiscalant</td>
<td>1620</td>
</tr>
</tbody>
</table>

7. Off of Page 39 – Manufacturer’s Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.
THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

Signature and Date  9/19/16

Printed Name/Title

Sincerely,

Leigh A. Daniels, CPPB
Senior Buyer

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)
I certify from the records of this office that SHRIEVE CHEMICAL COMPANY is a Texas corporation authorized to transact business in the State of Florida, qualified on November 20, 2003.

The document number of this corporation is F03000005952.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 22, 2016, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of January, 2016

[Signature]
Secretary of State

Tracking Number: CC5252462743

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication
BID NO: 16-54  
OFFICIAL COUNTY BID FORM (Revised 09/13/16)  
ST. JOHNS COUNTY, FLORIDA

PROJECT:  
Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED:  09/13/16

BID PROPOSAL OF

Shannon Chemical Corporation

<table>
<thead>
<tr>
<th>Full Legal Company Name</th>
<th>Telephone Number</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. Box 376, Malvern, PA 19355</td>
<td>610-363-9090</td>
<td>610-524-6050</td>
</tr>
</tbody>
</table>

Bidder's: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.

<table>
<thead>
<tr>
<th>ITEM &amp; DESCRIPTION</th>
<th>UNIT SIZE</th>
<th>UNIT PRICE</th>
<th>ESTIMATED ANNUAL USAGE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anhydrous Ammonia</td>
<td>LB</td>
<td>$_______/LB</td>
<td>26,000 LBS</td>
<td>$ no bid</td>
</tr>
<tr>
<td>2. Sodium Hydroxide (50%)</td>
<td>GAL</td>
<td>$_______/GAL</td>
<td>20,000 GALS</td>
<td>$ no bid</td>
</tr>
<tr>
<td>3. Bisulfite Liquid</td>
<td>GAL</td>
<td>$_______/GAL</td>
<td>55,000 GALS</td>
<td>$ no bid</td>
</tr>
<tr>
<td></td>
<td>DRUM</td>
<td>$_______/GAL</td>
<td>55-Gal Drum/1320 GALS</td>
<td>$ no bid</td>
</tr>
<tr>
<td>4. Muriatic/Hydrochloric Acid</td>
<td>GAL</td>
<td>$_______/GAL</td>
<td>400 GALS</td>
<td>$ no bid</td>
</tr>
<tr>
<td>5. Calcium Hypochlorite/HTH</td>
<td>LB</td>
<td>$_______/LB</td>
<td>6,500 LBS</td>
<td>$ no bid</td>
</tr>
<tr>
<td>6. Chlorine Gas</td>
<td>LB</td>
<td>$_______/LB</td>
<td>34,000 LBS (WTP)</td>
<td>$ no bid</td>
</tr>
<tr>
<td>7. Sodium Hypochlorite (Bulk)</td>
<td>GAL</td>
<td>$_______/GAL</td>
<td>350,000 GALS (WTP)</td>
<td>$ no bid</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$_______/GAL</td>
<td>300,000 GALS (WWTP)</td>
<td>$ no bid</td>
</tr>
<tr>
<td>8. Sodium Hypochlorite (Non-Tanker Delivery)</td>
<td>GAL</td>
<td>$_______/GAL</td>
<td>5,000 GALS (WWTP)</td>
<td>$ no bid</td>
</tr>
<tr>
<td></td>
<td>GAL</td>
<td>$_______/GAL</td>
<td>8,000 GALS (WTP)</td>
<td>$ no bid</td>
</tr>
<tr>
<td>9. MircoC2000</td>
<td>GAL</td>
<td>$_______/GAL</td>
<td>25,000 GAL (WWTP)</td>
<td>$ no bid</td>
</tr>
<tr>
<td>10. Aluminum Sulfate</td>
<td>GAL</td>
<td>$_______/GAL</td>
<td>60,000 GALS</td>
<td>$ no bid</td>
</tr>
<tr>
<td>Item</td>
<td>Quantity</td>
<td>Price Per Unit</td>
<td>Total Price</td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td>----------</td>
<td>----------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>DRUM</td>
<td>$</td>
<td>/GAL 55-GAL Drum/825 GALS $</td>
<td>no bid</td>
<td></td>
</tr>
<tr>
<td>11. Carbon Dioxide</td>
<td>LB</td>
<td>2.4 MILLION LBS</td>
<td>$ no bid</td>
<td></td>
</tr>
<tr>
<td>12. Sulfuric Acid</td>
<td>GAL</td>
<td>144,000 GALS</td>
<td>$ no bid</td>
<td></td>
</tr>
<tr>
<td>13. Poly/Ortho Blend</td>
<td>GAL</td>
<td>$ 5.24 /GAL</td>
<td>3,600 GALS</td>
<td>$ 18,884.00</td>
</tr>
</tbody>
</table>

Five Dollars and Twenty Four Cents per gallon

**Total Annual Package Bid:** $ 18,884.00 (Eighteen Thousand Eight Hundred Sixty Four Dollars and Zero Cents)

The County reserves the right to award to multiple vendors as required to best suit the needs of the County.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above.

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>09/13/16</td>
</tr>
</tbody>
</table>

No.: Date Received:  
No.: Date Received:  
No.: Date Received:  

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier’s check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.
Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/ESENY

Full Legal Company Name: Shannon Chemical Corporation

By: __________________________ Daniel C. Flynn, V.P.-Operations
Signature of Authorized Representative

(Name & Title typed or printed)

By: __________________________
Signature of Authorized Representative

(Name & Title typed or printed)

Address: P.O. Box 376, Malvern, PA 19355

Telephone No.: (610) 363-9090 Fax No.: (610) 524-6050

Email Address for Authorized Company Representative: dcflynn@shannonchem.com

Federal I.D. Tax Number: 23-1856793 DUNS #: 07-706-7247

INDIVIDUAL

Name: ____________________________

(Signature) (Name typed or printed) (Title)

Address:

Telephone No.: ____________________ Fax No.: ________________________

Email Address: _____________________

Federal I.D. Tax Number: ___________

Submittal Requirements:

- Official County Bid Form
- Attachment "A" - Affidavit
- Attachment "B" - Certificate as to Corporate Principal
- Attachment "C" - License/Certification List
- Attachment "D" - List of Proposed Sub-Contractors
- Attachment "E" - References Information
- Attachment "F" - Conflict of Interest Disclosure Form
- Bid Bond
- Fully Acknowledged Addenda Applicable to this bid

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

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Daniel C. Flynn who being duly sworn, deposes and says he is Vice President-Operations (Title) of the firm of Shannon Chemical Corporation Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, in St. Johns County, Florida.

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

Shannon Chemical Corporation

(Bidder)  

By: Daniel C. Flynn

V.P.-Operations

(Title)

Sworn and subscribed to me this 13th day of Sept., 2016

Notary Public:

Kimberly D'Ambrasio

Signature

Kimberly D'Ambrasio

Printed

My commission Expires: ________________________

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.
ATTACHMENT “C”
LICENSE / CERTIFICATION LIST

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

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

<table>
<thead>
<tr>
<th>License Name</th>
<th>License #</th>
<th>Issuing Agency</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transact Business in the State of Florida</td>
<td>F10000001053</td>
<td>Secretary of State</td>
<td>12/31/16</td>
</tr>
</tbody>
</table>

|                                                   |              |                      |                 |
|                                                   |              |                      |                 |
|                                                   |              |                      |                 |
|                                                   |              |                      |                 |
|                                                   |              |                      |                 |
|                                                   |              |                      |                 |
|                                                   |              |                      |                 |
|                                                   |              |                      |                 |
|                                                   |              |                      |                 |
|                                                   |              |                      |                 |
|                                                   |              |                      |                 |
|                                                   |              |                      |                 |
|                                                   |              |                      |                 |
State of Florida
Department of State

I certify from the records of this office that SHANNON CHEMICAL CORPORATION is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on March 2, 2010.

The document number of this corporation is F10000001053.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 9, 2016, and that its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of March, 2016

[Signature]
Secretary of State

Tracking Number: CC3516610439
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication
ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS

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

<table>
<thead>
<tr>
<th>DIVISION OF WORK</th>
<th>NAME AND ADDRESS OF SUBCONTRACTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Carrier</td>
<td>Gold Coast</td>
</tr>
</tbody>
</table>


**ATTACHMENT “E”**

**REFERENCE INFORMATION**

Each Bidder shall submit a list of five (5) references of firms/entities that use or have used its product at wastewater treatment plants within the last three (3) years. The reference list must name users at the wastewater treatment plants, not purchasing agents. The reference information must include: name of firm/entity, name and contact information of user at wastewater treatment plant, years of service, amount of chemical supplied and dollar amount of contract.

In addition to the references above, each bidder shall provide a list of any customers with whom a contract with the bidder was terminated early for non-compliance with safety, quality or service requirements for any product supplied by the bidder within the last five (5) years.

Each Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicular accidents involving death or injury, and National Response Center Notifications ("safety incidents") for all chemicals the Bidder delivers or manufactures within the last five (5) years. Failure to disclose references, terminations, or safety incidents shall result in disqualification of the Bidder.

All information requested above shall be compiled and labeled as Attachment “E” and attached to each copy (one original + two copies) of the submitted Bid Proposal.

---

<table>
<thead>
<tr>
<th>1. Contact Name/Title:</th>
<th>Will Melendez</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm/Entity:</td>
<td>New York City DEP</td>
</tr>
<tr>
<td>Description/Dates of Services Provided:</td>
<td>Current Supplier Corrosion Inhibitor</td>
</tr>
<tr>
<td>Address:</td>
<td>DT#1/DT#2, 100 Central Park Ave, Yonkers NY</td>
</tr>
<tr>
<td>Phone #:</td>
<td>914-237-6802</td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Contact Name/Title:</th>
<th>Anthony</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm/Entity:</td>
<td>City of Philadelphia</td>
</tr>
<tr>
<td>Description/Dates of Services Provided:</td>
<td>Current Supplier Corrosion Inhibitor</td>
</tr>
<tr>
<td>Address:</td>
<td>Northeast Plant, 3895 Richmond St., Philadelphia PA</td>
</tr>
<tr>
<td>Phone #:</td>
<td>215-685-1393</td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Contact Name/Title:</th>
<th>Tim Sloan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm/Entity:</td>
<td>City of Lake Worth</td>
</tr>
<tr>
<td>Description/Dates of Services Provided:</td>
<td>Current Supplier Corrosion Inhibitor</td>
</tr>
<tr>
<td>Address:</td>
<td>301 S. College Street, Lake Worth, FL</td>
</tr>
<tr>
<td>Phone #:</td>
<td>561-586-1675</td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Contact Name/Title:</th>
<th>David Ailstock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Firm/Entity:</td>
<td>City of Boynton Beach</td>
</tr>
<tr>
<td>Description/Dates of Services Provided:</td>
<td>1992-2014 Corrosion Inhibitor</td>
</tr>
<tr>
<td>Address:</td>
<td>WTP, 5469 W. Boynton Beach Blvd., Boynton Beach FL</td>
</tr>
<tr>
<td>Phone #:</td>
<td>561-375-6450</td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
</tbody>
</table>
5. Contact Name/Title: **Bob Reeder**
   Name of Firm/Entity: **City of Naples**
   Description/Dates of Services Provided: **Current Supplier**
   **Corrosion Inhibitor**
   Address: **WTP, 1000 Fleishmann Blvd., Naples, FL**
   Phone #: **239-213-3005**
   Fax #:  
   Email Address:  

Is your company currently involved in any active litigation?  **No**  If Yes, explain:  

________________________________________________________________________

Has your company ever been sued?  **No**  If Yes, explain and/or submit court decision or judgment, as applicable:  

________________________________________________________________________
ATTACHMENT “F”

St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form

Project Number/Description: Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Shannon Chemical Corporation
Authorized Representative(s): Daniel C. Flynn
Print Name/Title: V.P.-Operations
Signature:
Print Name/Title:
Signature:

26
September 13, 2016

**ADDENDUM #1**

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

This Addendum #1 is issued for further respondent’s information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

**Deletions of Chemical:**

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

**Questions:**

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

   The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.
   **Answer:** Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

   The recovery % of each system the uses antiscalant.
   **Answer:** 15%

   The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?
   **Answer:** Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.
The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

**Answer: See Below**

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Raw Water</th>
<th>Feed Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chloride (mg/L)</td>
<td>347.0</td>
<td></td>
</tr>
<tr>
<td>Sulfate (mg/L)</td>
<td>338.0</td>
<td></td>
</tr>
<tr>
<td>Color (c.u.)</td>
<td>4.4</td>
<td></td>
</tr>
<tr>
<td>Total Alkalinity (mg/L as CaCO3)</td>
<td>138.3</td>
<td></td>
</tr>
<tr>
<td>Potassium (mg/L)</td>
<td>10.6</td>
<td></td>
</tr>
<tr>
<td>Calcium (mg/L)</td>
<td>96.1</td>
<td></td>
</tr>
<tr>
<td>Magnesium (mg/L)</td>
<td>55.5</td>
<td></td>
</tr>
<tr>
<td>Sodium (mg/L)</td>
<td>150.3</td>
<td></td>
</tr>
<tr>
<td>Iron (mg/L)</td>
<td>0.1</td>
<td></td>
</tr>
<tr>
<td>Manganese (mg/L)</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>Barium (mg/L)</td>
<td>0.0</td>
<td></td>
</tr>
<tr>
<td>Total Organic Carbon (mg/L)</td>
<td>1.5</td>
<td></td>
</tr>
<tr>
<td>Dissolved Organic Carbon (mg/L)</td>
<td>1.9</td>
<td></td>
</tr>
<tr>
<td>Strontium (mg/L)</td>
<td>5.2</td>
<td></td>
</tr>
<tr>
<td>Conductivity (mS/cm2)</td>
<td>2630.0</td>
<td></td>
</tr>
<tr>
<td>pH (S.U.)</td>
<td>5.5</td>
<td></td>
</tr>
<tr>
<td>Total Hardness (mg/L as CaCO3)</td>
<td>471.5</td>
<td></td>
</tr>
<tr>
<td>Temperature (°C)</td>
<td>21.4</td>
<td></td>
</tr>
</tbody>
</table>

Current price SJC pays for each antiscalant.

**Answer: See answer #5.**

Finally, The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

**Answer: Yes, the references should be from water treatment plants.**

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scarlant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

**Answer: The anti-scarlant had been removed from this bid and will be bid separate in 2017.**

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

**Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier's check as a bid bond.**

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

**Answer: The delivery is into tanks.**
5. Please provide the current suppliers and pricing.

<table>
<thead>
<tr>
<th>Product</th>
<th>Vendor</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminum Sulfate (Bulk)</td>
<td>Chem Trade Chemicals</td>
<td>0.565 per gal</td>
</tr>
<tr>
<td>Aluminum Sulfate (Drum)</td>
<td>Thatcher Chemical of FL</td>
<td>153.85 per 55 Drum</td>
</tr>
<tr>
<td>Anhydrous Ammonia</td>
<td>Airgas Specialty Products</td>
<td>0.7257 per lb.</td>
</tr>
<tr>
<td>Caustic Soda</td>
<td>Allied Universal Corp</td>
<td>2.47 per gal</td>
</tr>
<tr>
<td>Calcium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>144.00 100# Drum</td>
</tr>
<tr>
<td>Chlorine Gas</td>
<td>Allied Universal Corp</td>
<td>79.00 150# Cylinder</td>
</tr>
<tr>
<td>Muriatic Acid</td>
<td>Brenntag Mid-South</td>
<td>9.04 per gal</td>
</tr>
<tr>
<td>Anti-Scalarant</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>7.56 per gal</td>
</tr>
<tr>
<td>MircoC2000</td>
<td>Hawkins d/b/a Dupont Co</td>
<td>3.12 per gal</td>
</tr>
<tr>
<td>Sodium Bisulfite</td>
<td>Thatcher Chemical of FL</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.804 per gal (Bulk)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.74 per gal (2 Drums)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.24 per gal (4 Drums)</td>
</tr>
<tr>
<td>Sodium Hypochlorite</td>
<td>Allied Universal Corp</td>
<td>.61 per gal</td>
</tr>
<tr>
<td>Sodium Hypochlorite (Non-</td>
<td>Odyssey Manufacturing Co</td>
<td>1.25 per gal</td>
</tr>
<tr>
<td>Tanker)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>Airgas Carbonic Inc</td>
<td>140.40 per ton</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>Shrieve Chemical Co</td>
<td>1.18 per gal</td>
</tr>
<tr>
<td>Poly/Ortho Blend</td>
<td>American Water Chemicals</td>
<td>5.40 per gal</td>
</tr>
</tbody>
</table>

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

**2016 YEAR TO DATE TOTALS**

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sulfuric Acid</td>
<td>79113</td>
</tr>
<tr>
<td>Chlorine Bulk</td>
<td>42019</td>
</tr>
<tr>
<td>Sodium Hydroxide</td>
<td>2706</td>
</tr>
<tr>
<td>Carbon Dioxide</td>
<td>0</td>
</tr>
<tr>
<td>Ammonia</td>
<td>8470</td>
</tr>
<tr>
<td>Antiscalant</td>
<td>1620</td>
</tr>
</tbody>
</table>

7. Off of Page 39 – Manufacturer’s Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.
THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

D(7) 09/13/16

Signature and Date

Daniel C. Flynn, V.P.-Operations
Printed Name/Title

Shannon Chemical Corporation
Company Name (Print)

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)
MASTER CONTINUING CONTRACT AGREEMENT

BID NO:\__________

Master Contract #:____________________________________

This Contract Agreement is made as of this __________ day of ____________, 2016, by and between St. Johns County, FL, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "St. Johns County" or "County", and ____________________________, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor", with mailing address _____________________________________________.

Phone: __________ Fax: __________ and email: ________________________________

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

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

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

ARTICLE 3 - SERVICES

The CONTRACTOR’s responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to perform ____________________________ for the SJC ____________________________ Department in accordance with Bid No: __________ and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the St. Johns County ____________________________ 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 ____________________________, as submitted in the proposal, accepted by the County, and provided herein on Exhibit A-1. 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 ____________________________ 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:

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-NEGOCIATION 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 _________ ( ) 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 _________ ( ) 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 _________ ( ) 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 subcontractors relating to the performance of the terminated work.
   3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
   4. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 9 – PERSONNEL**
The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or
have any contractual relationship with the County.

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

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

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

ARTICLE 10 – SUBCONTRACTING
St. Johns County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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

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

ARTICLE 11 – FEDERAL AND STATE TAX
In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County’s Tax Exemption status in any manner.

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

ARTICLE 12 – AVAILABILITY OF FUNDS
St. Johns County’s obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 13 - INSURANCE
The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by St. Johns County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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

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

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

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

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

**ARTICLE 14 - INDEMNIFICATION**

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

**ARTICLE 15 - SUCCESSORS AND Assigns**

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

**ARTICLE 16 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or 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 omniessive 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 affect 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 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 Administration Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

ARTICLE 33 - HEADINGS
The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

ARTICLE 34 – PUBLIC RECORDS
A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor’s performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;

(2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and

(4) Meet all requirements for retaining public records, and transfer at Contractor’s sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

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

ARTICLE 35 – NO THIRD PARTY BENEFICIARIES
Both the County and the Contractor explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.
ARTICLE 36 – USE OF COUNTY LOGO
Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 37 – SURVIVAL
It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

-----------------------------------------

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:

Company Name

Name (Type or Print)

Signature

Title

Date
BID NO: __________

EXHIBIT "A"

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with ______________________ as submitted on the proposal and approved by the County. The 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 effect 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”

CONTRACT SCHEDULE

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

*Initial Contract* – Shall become effective on _________________, and shall remain in effect for a period of ____ ( ) year, or until funds may become exhausted.

*Contract Renewals* – The contract may be renewed for _____ ( ), _______ ( ) 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.