RESOLUTION NO. 2016-352

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 17-06 AND TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SODIUM HYDROXIDE 50% AND CHLORINE GAS

RECITALS

WHEREAS, the County desires to enter into a contract with the following two firms Allied Universal Corporation and JCI Jones Chemicals Inc. to purchase sodium hydroxide 50% and chlorine gas for St. Johns County Utility Department; and

WHEREAS, the scope of the project shall consist of supplying and delivering purchased Sodium Hydroxide 50% and Chlorine Gas on an as needed basis.

WHEREAS, through the County’s formal bid process, the above referenced two (2) 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. 17-06 to Allied Universal Corporation and JCI Jones Chemicals Inc. and further authorized to execute an agreement on behalf of the County for the purchase sodium hydroxide 50% and chlorine gas.

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 15 day of November, 2016.

ATTEST: Hunter S. Conrad, Clerk
By: Pam Halteman
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith, Chair

RENDITION DATE 11/17/16
TO: Frank Kenton, Assistant Utility Director
FROM: Leigh Daniels, CPPB, Senior Buyer
SUBJECT: Transmittal of Bids Received for Bid No. 17-06, Purchase of Sodium Hydroxide 50% and Chlorine Gas
DATE: October 19, 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 10/21/16
Budget Amount $0,000
Account Funding Title Water Treatment - Operating Supplies
Wastewater Treatment - Operating Supplies
Funding Charge Code 4411-55200
Je1 John's for Chlorine Gas
Award to Allied Universal for Sodium Hydroxide
Award Amount based on consumption
BID NO: 17-06

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Sodium Hydroxide 50% and Chlorine Gas

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

DATE SUBMITTED: October 14, 2016

BID PROPOSAL OF

Allied Universal Corporation
Full Legal Company Name
3901 NW 115 Avenue, Miami, FL 33178 305-888-2623 786-522-0215
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: 17-06: Purchase of Sodium Hydroxide and Chlorine Gas 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. Sodium Hydroxide (50%)</td>
<td>GAL</td>
<td>$2.37/GAL</td>
<td>20,000 GALS</td>
<td>$47,400.00</td>
</tr>
<tr>
<td>2. Chlorine Gas</td>
<td>LB</td>
<td>$.6534/LB</td>
<td>34,000 LBS (WTP)</td>
<td>$22,215.60</td>
</tr>
</tbody>
</table>

$69,615.60

Total Annual Package Bid: $ Sixty nine thousand six hundred fifteen dollars with sixty 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.: __________ Date Received:
No.: __________ Date Received:
No.: __________ Date Received:

Rev 1 103009
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: 17-06, Purchase of Sodium Hydroxide 50% and Chlorine Gas

CORPORATE/COMPANY

Full Legal Company Name: Allied Universal Corporation

By: Cristianne Munguia, Bid Coordinator

Signature of Authorized Representative

By: (Name & Title typed or printed)

Signature of Authorized Representative

Address: 3901 NW 115 Avenue, Miami, FL 33178

Telephone No.: (305) 888-2623

Fax No.: (786) 522-0215

Email Address for Authorized Company Representative: CristyM@Allieduniversal.com

Federal I.D. Tax Number: 59 0779285

DUNS #: 004134623

INDIVIDUAL

Name: (Signature)

(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 Cristianne Munguia who being duly sworn, deposes and says she is Bid Coordinator (Title) of the firm of Allied Universal Corporation Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 17-06, Purchase of Sodium Hydroxide 50% and Chlorine Gas, 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.

Allied Universal Corporation

Bid Coordinator

Sworn and subscribed to me this __ day of ___, 20__

Notary Public

Signed

Printed

My commission Expires: ___, ___, ___

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

I, Cristianne Munguisa, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Cristianne Munguisa, 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
Bid Coordinator

(SHARE 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 she has been authorized by Allied Universal Corporation 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 14 day of October, 2016, A.D.

TAWANA HOUSTON
NOTARY PUBLIC
State of Florida-at-large

My Commission Expires: June 12, 2019

(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>Business Tax</td>
<td>4513280</td>
<td>Miami-Dade County</td>
<td>9/30/17</td>
</tr>
<tr>
<td>Local Business</td>
<td>53275</td>
<td>ST. Johns County</td>
<td>9/30/17</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>WE DO NOT USE SUBCONTRACTORS</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: Ed Turner
   Name of Firm/Entity: Miami Dade Water & Sewer
   Description/Dates of Services Provided: Supply of Chlorine & Sodium Hydroxide 2012 - current
   Address: 700 West 2nd Avenue, Hialeah, FL 33011
   Phone #: 786-229-0701 Fax #: 305-805-1620
   Email Address: Jturn@miamidade.gov

2. Contact Name/Title: Sandy Cservenjak
   Name of Firm/Entity: Palm Beach County
   Description/Dates of Services Provided: Supply of Sodium Hydroxide 2011 - current
   Address: 224838 SW 7st., Boca Raton, FL 33433
   Phone #: 561-616-6814 Fax #: 561-242-6714
   Email Address: scser@pbegov.org

3. Contact Name/Title: Debra Kearns
   Name of Firm/Entity: City of Ft. Myers
   Description/Dates of Services Provided: Supply of Sodium Hydroxide 2007 - current
   Address: 2751 Jacksonville St., Ft. Myers, FL 33916
   Phone #: 239-321-7238 Fax #: 239-344-5935
   Email Address: dkearns@cityoff.myers.com

4. Contact Name/Title: Bradley Jewell
   Name of Firm/Entity: Orlando Utilities Commissions
   Description/Dates of Services Provided: Supply of Chlorine Gas 2013-2016
   Address:
   Phone #: 407-384-4051 Fax #: 407-384-4113
   Email Address: bjewell@ouc.com
5. Contact Name/Title: Gale McCormik
   Name of Firm/Entity: Pinellas County
   Description/Dates of Services Provided: Supply of Chlorine Gas 2015 - current
   Address: Phone #: 727-464-3311 Fax #: 727-464-3925
   Email Address: gmccormi@co.pinellas.fl.us

Is your company currently involved in any active litigation? Yes If Yes, explain: Company is pursuing one claim against a former employee based on employee's breach of employment agreement.

No Customer related litigation.

Has your company ever been sued? Yes If Yes, explain and/or submit court decision or judgment, as applicable: Over the past 60 years, occasional motor vehicle and employment-related cases; and several collection cases on overdue Customers accounts. No court decisions or judgements have been entered against Company for many years. All cases amicably resolved or decided in Company's favor.
ATTACHMENT "F"

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

Project Number/Description: **Bid No:17-06, Purchase of Sodium Hydroxide 50% and Chlorine Gas**

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:

- [x] 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: **Allied Universal Corporation**

Authorized Representative(s): **Cristianne Munguia**

Signature: ___________________________  Print Name/Title: **Bid Coordinator**

Signature: ___________________________  Print Name/Title: ___________________________
STATE OF FLORIDA
COUNTY OF ST. JOHNS

Know all men by these presents, that _______ Allied Universal Corporation _______ as Principal, and _______ Allied Universal Corporation _______ as Surety are held and firmly bound unto St. Johns County, Florida, in the penal sum of Dollars ($______ ) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated October 12, 2016.

For
Purchase of Sodium Hydroxide 50% and Chlorine Gas
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 October 10, _______ 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).

<table>
<thead>
<tr>
<th>WITNESSES:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Allied Universal Corporation**

**PRINCIPAL:**

**NAME OF FIRM:**

**SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)**

**Bid Coordinator**

**TITLE**

3901 NW 115th Avenue

**BUSINESS ADDRESS**

Miami, FL

**CITY**

**STATE**

Westchester Fire Insurance Company

**SURETY:**

**CORPORATE SURETY**

**ATTORNEY-IN-FACT (AFFIX SEAL)**

Claudette Alexander Hunt

436 Walnut Street, WA10H

**BUSINESS ADDRESS**

Philadelphia, PA 19106

**CITY**

**STATE**

Aon Risk Services, Inc. of Florida

**NAME OF LOCAL INSURANCE AGENCY**
Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED: That the following resolutions relate to the execution of, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents ($75,000,000.00) and the execution of each writing in pursuance of the same present shall be binding and valid and carry with them in the hands of the person or persons to whom the same is surrendered or is executed by or with the authority in and for the said Company, to such extent as is necessary to carry into effect the terms and provisions of the writing, to the end that the writing may be enforced as if the writing was executed by the Company.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 10th day of October, 2016.

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 10th day of October, 2016, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY, and who is known to me to be the individual and officer who executed the foregoing instrument, and he acknowledged that he executed the same in his official capacity as Vice-President of the said Corporation, and that the said corporate seal and his signature were duly affixed by the authority and by the direction of the said Corporation, and that the Resolution adopted by the Board of Directors of said Company, referred to in the foregoing instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia this 10th day of October, 2016.

KAREN L. BRAYN, Notary Public
City of Philadelphia, Phila. County
Subscribed and sworn to before me this 10th day of October, 2016.

William L. Kelly, Assistant Secretary

This Power of Attorney may not be used to execute any bond with an inception date after August 30, 2017.
BID NO: 17-06
OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Sodium Hydroxide 50% and Chlorine Gas

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

DATE SUBMITTED: 10/19/14

BID PROPOSAL OF

JCI Jones Chemicals Inc
Full Legal Company Name
1435 Talleyrand Ave. Jax, FL 32206 904-355-0279 904-355-0277
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: 17-06: Purchase of Sodium Hydroxide and Chlorine Gas 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</th>
<th>ESTIMATED</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SIZE</td>
<td>PRICE</td>
<td>ANNUAL USAGE</td>
<td>PRICE</td>
</tr>
<tr>
<td>1. Sodium Hydroxide (50%)</td>
<td>GAL</td>
<td>$N/1A/GAL</td>
<td>20,000 GALS</td>
<td>$N/1A</td>
</tr>
<tr>
<td>2. Chlorine Gas</td>
<td>LB</td>
<td>$50/LB</td>
<td>34,000 LBS (WTP)</td>
<td>$17,000</td>
</tr>
</tbody>
</table>

Total Annual Package Bid: $17,000

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.: N/1A  Date Received:

No.: N/1A  Date Received:

No.: N/1A  Date Received:

Rev 1 103009

17
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: 17-06, Purchase of Sodium Hydroxide 50% and Chlorine Gas

CORPORATE/COMPANY

Full Legal Company Name: JCI Jones Chemicals Inc (Seal)

By: Kenneth Solomon, Branch Manager
   (Name & Title typed or printed)

By: Heather Glass, Office Manager
   (Name & Title typed or printed)

Address: 1433 Talleyrand Ave, Jacksonville, Fl 32206
Telephone No.: (904) 355-0779
Fax No.: (904) 355-0877

Email Address for Authorized Company Representative: hglass@jcichem.com
Federal I.D. Tax Number: 16-0839645
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 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 Kenneth Solomon who being duly sworn, deposes and says he is Branch Manager (Title) of the firm of JCI Jones Chemicals Inc., Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 17-06, Purchase of Sodium Hydroxide 50% and Chlorine Gas, 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.

JCI Jones Chemicals Inc
(Bidder)

By: Kenneth Solomon
Branch Manager
(Title)

Sworn and subscribed to me this 18th day of October, 2016.

Notary Public:

Heather Snyder Glass
Signature
Heather Snyder Glass
Printed

My commission Expires: 8/6/19

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH BID.
ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL
I, Kenneth Solomon, certify that I am the Branch Manager of the Corporation named as Principal in the attached bond; that Kenneth Solomon 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.

Kenneth Solomon
Secretary
Branch Manager

Please see attached consent.

(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 JCI Jones Chemicals Inc 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 18th day of October, 2016 A.D.

NOTARY PUBLIC
State of Florida-at-large
Heather Snyder Glass

My Commission Expires: 8/6/19

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)
JCI JONES CHEMICALS, Inc.
Consent to Shareholder Action

January 5, 2016

I, the undersigned shareholder, being the holder of all share of stock of the above company now outstanding, hereby resolve as follows:

RESOLVED, that all Corporate Officers generally,

1. Kenneth E. Solomon, Branch Manager
2. Heather Glass, Office Manager

of JCI's Jacksonville, Florida facility are hereby authorized to submit and sign bids, contracts and other documents pertaining thereto of this Corporation, to municipalities and other for the sale of company products.

Jeffrey W. Jopes
Chief Executive Officer & President

ATTEST:

Michelle Maybeck Butler
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>RCMS</td>
<td>M110012182015-01 Midland</td>
<td>3/2019</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>N/A</td>
<td>N/A</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:** Paul Gonzalez - Manager  
   **Name of Firm/Entity:** Laser Corporation  
   **Description/Dates of Services Provided:** Weekly exports of Chlorine tons and Chlorine cylinders  
   **Address:** Puerto Rico  
   **Phone #:** 787-630-6183  
   **Fax #:**  
   **Email Address:** paulgonzalez@yahoo.com

2. **Contact Name/Title:** Cynthia Taylor - Manager  
   **Name of Firm/Entity:** Blanco Chemicals  
   **Description/Dates of Services Provided:** Quarterly export limit or 2000 lb Chlorine tons  
   **Address:** Nassau, Bahamas  
   **Phone #:** 242-324-1218  
   **Fax #:** 242-324-3975  
   **Email Address:** ctyler@blancchemicals.com

3. **Contact Name/Title:** Joe Watson - Waste Water Operations  
   **Name of Firm/Entity:** Westrock  
   **Description/Dates of Services Provided:** Weekly delivery of Sodium Hypochlorite  
   **Address:** Fernandina Beach, Fl  
   **Phone #:** 904-703-4260  
   **Fax #:**  
   **Email Address:** jwatson@westrock.com

4. **Contact Name/Title:** Jesse Swanner - Process Engineer  
   **Name of Firm/Entity:** Georgia Pacific  
   **Description/Dates of Services Provided:** Weekly delivery of Sodium Hypochlorite  
   **Address:** Valdosta, Fl  
   **Phone #:** 229-345-3001  
   **Fax #:**  
   **Email Address:** jesse.swanner@geopac.com
5. Contact Name/Title: Dorothy / Operator
   Name of Firm/Entity: Normandy Village
   Description/Dates of Services Provided: Quarterly delivery of 150 lb cylinders

   Address: Jacksonville, Fl
   Phone #: 910-912-7314
   Fax #: 
   Email Address: no email available

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:

______________________________________________________________________________________________

25
ATTACHMENT "F"

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

Project Number/Description: Bid No:17-06, Purchase of Sodium Hydroxide 50% and Chlorine Gas

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: JCT Jones Chemicals Inc

Authorized Representative(s): [Signature]

Signature

Print Name/Title

Manager

Heather Glass Office Manager

Print Name/Title
STATE OF FLORIDA
COUNTY OF ST. JOHNS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that JCI Jones Chemicals, Inc. as Principal, and
as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of
Dollars ($59,000.00 of Amount Bid) lawful money of the United States, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

Westchester Fire Insurance Company

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid,
dated October 19, 2016.

For
Purchase of Sodium Hydroxide 50% and Chlorine Gas
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 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 October 19, 2016. A.D., the name and corporate seal of each corporate party being hereeto 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).

JCI Jones Chemicals, Inc.

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

Branch Manager

TITLE

1413 Talleyrand Ave.

BUSINESS ADDRESS

Jacksonville, FL

CITY STATE

SURETY:

Westchester Fire Insurance Company

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

Harold Miller Jr.

436 Walnut St., PO Box 1000

BUSINESS ADDRESS

Philadelphia PA

CITY STATE

Arthur J. Gallagher & Co.

NAME OF LOCAL INSURANCE AGENCY
State of Illinois
County of DuPage

On this 19th day of October in the year two thousand sixteen, before me, Sharon A. Foulk, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Harold Miller, Jr., known to me to be the duly authorized Attorney-in-fact of the Westchester Fire Insurance Company and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said Harold Miller, Jr. duly acknowledged to me that he subscribed the name of the Westchester Fire Insurance Company thereto as Surety and his own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My Commission Expires 12/08/18

Notary Public in and for
Sharon A. Foulk

County, State of DuPage, Illinois
Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit

"RESOLVED, that the following authorities relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment")

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint or remove any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or agreement or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile of such Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Arlene M Filipski, Harold Miller Jr, Jodie Sellers, Jon A Schroeder, Karen E Socha, Kathleen Weaver, Patrick Gallagher, Sharon A Fouth, William T Krann, all of the City of ITASCA, Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifty million dollars & zero cents ($50,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 18 day of April 2016

WESTCHESTER FIRE INSURANCE COMPANY

[Signature]

Stephen M Haney, Vice President

COMMONWELLTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 18 day of April, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

[Signature]

KARDY E. BRANDT, Notary Public
City of Philadelphia, Philadelphia County
Attestation Expires Sept. 30, 2018

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 17 day of October, 2014

[Signature]

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER APRIL 18, 2018.
Board of County Commissioners
St. Johns County, Florida

BID NO: 17-06

PURCHASE OF
SODIUM HYDROXIDE 50% AND CHLORINE GAS

BID DOCUMENTS
PROJECT SPECIFICATIONS

St. Johns County Purchasing Department

500 San Sebastian View
St. Augustine, FL 32084
904.209.0150

Draft: 9/28/2016
TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders
Instruction to Bidders
Official County Bid Form
Attachments:
   “A” – Affidavit
   “B” – Certificate as to Corporate Principal
   “C” – License/Certification List
   “D” – List of Proposed Sub-Contractors
   “E” – Reference Information
   “F” – Conflict of Interest Disclosure Form
   Bid Bond

PROJECT SPECIFICATIONS
BID NO: 17-06

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M., on Wednesday, October 19, 2016 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 17-06; Purchase of Sodium Hydroxide 50% and Chlorine Gas. Bids will be opened promptly after the 2:00 P.M. deadline. Note: Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit responses from qualified and interested firms to provide the St. Johns County Utility Department with the following water and wastewater treatment chemicals: Sodium Hydroxide 50% and Chlorine Gas on an as needed basis. The County reserves the right to award to multiple vendors as required to best suit the needs of the County.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 17-06. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcf.us/BCC/Purchasing/Open_Bids.aspx. Check the County’s site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Leigh A. Daniels, CPPB, Senior Buyer, St. Johns County Purchasing, via email to ldaniels@sjcf.us or fax to (904) 209-0155.

Any and all questions related to this project shall be directed, in writing, to Leigh Daniels, CPPB, Senior Buyer, SJC Purchasing Department, via email to ldaniels@sjcf.us or fax to (904) 209-0155. Questions are due no later than four o’clock (4:00PM) on Monday, October 10, 2016, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK

BY: _______________________

DEPUTY CLERK
FRONT END
BID DOCUMENTS
INSTRUCTION TO BIDDERS

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

PROJECT: BID NO.: 17-06; Purchase of Sodium Hydroxide 50% and Chlorine Gas

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDING DOCUMENTS

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

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

SUBSTITUTIONS

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

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

QUESTIONS

Any and all questions related to this project shall be directed, in writing, to Leigh Daniels, CPPB, Senior Buyer, SJC Purchasing Department, via email to ldaniels@sjcfl.us or fax to (904) 209-0155. Questions are due no later than four o’clock (4:00PM) on Monday, October 10, 2016, so that any necessary addenda may be issued in a timely manner.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.
FORM AND STYLE OF BIDS

Bids shall be submitted in TRIPlicate (one (1) original and two (2) copies) on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit the Bid Proposal Attachments listed on p. 19 of this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder’s return address in top left hand corner and recite: “BID NO: 17-06 - SEALED BID FOR PURCHASE OF SODIUM HYDROXIDE 50% AND CHLORINE GAS”.

See Example Below:

<table>
<thead>
<tr>
<th>ABC Company, Inc.</th>
<th>St. Johns County Purchasing Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>123 Aviles Street</td>
<td>500 San Sebastian View</td>
</tr>
<tr>
<td>St. Augustine, FL 32084</td>
<td>St. Augustine, FL 32084</td>
</tr>
</tbody>
</table>

BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

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

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

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

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

BID SECURITY

Each Bid shall be accompanied by a Bid Security, submitted on the Bid Bond form provided herein, or in the form of a certified or cashier’s check, in the amount of 5% of the Total Annual Package Bid, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

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

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

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

**BID BOND INSTRUCTIONS**

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

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

**SUBMISSION OF BIDS**

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

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

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

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

**MODIFICATION OR WITHDRAWAL OF BID**

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

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

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

**CONSIDERATION OF BIDS**

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

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

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

**Acceptance of Bid (Award):** The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents. The Owner shall have the right to accept or reject Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to the vendor who submits the lowest responsive, responsible bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project. The County may consider award to multiple vendors if it serves the best interest of the County to do so.

**QUALIFICATION OF CONTRACTORS**

Minimum Qualifications: Bidders must have, and show proof of the following:
1. Must be fully licensed to do business in the State of Florida;
2. Upon Award must obtain and provide a Local Business Tax Receipt from St. Johns County

Bidder’s must complete and submit with each copy of their Bid Proposal Attachment “C” – License/Certification List and attach a copy of any and all licenses/certifications/permits.

**SAMPLES**
The County reserves the right to take samples from Bidders’ other customers to ensure that the Bidders’ sample and delivery equipment is in compliance with all requirements of the Specifications herein, and such a sample shall be judged representative of the Bidder’s quality. The Bidder shall provide a customer contact and phone number in St. Johns and/or Duval Counties whereby the County may obtain sample(s) of the Bidder’s product(s) to check it for compliance with the specifications herein. The County may choose to obtain a sample from this customer or from any customer of the Bidder to ensure compliance with the specifications herein. In such event, the County shall bear the cost of any analysis. Based on the compliance check, failure to meet any of the requirements of the specifications herein shall result in the disqualification of the Bidder.

**REFERENCES**

Each Bidder shall submit a list of five (5) references of firms/entities that use or have used its product(s) at water and/or wastewater treatment plants within the last three (3) years. The reference list must name users at the water or wastewater treatment plants, not purchasing agents. For Bidders submitting prices for multiple products, a list of five (5) references must be included for each specific product being bid. This information shall be submitted on Attachment “E” – Reference Information attached hereto.

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. This information shall also be submitted on Attachment “E”.

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.

**LIST OF SUBCONTRACTORS**

If the Contractor elects to sub-contract with any firm, for any portion of the work, or any other aspect of the required services, the Contractor shall be responsible for all work performed by any sub-contractor and the Contractor shall not be relieved of any obligations under this Contract. Any and all costs for the use of any sub-contractor for any portion of the work required under this Contract shall be included in the Bidder’s submitted unit price.
Each Bidder shall submit to the Owner a list of Subcontractors and major materials suppliers to be used if awarded the contract. Each Bidder must complete Attachment “D” - List of Sub-Contractors, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the Bid Proposal. If no Subcontractors or major material suppliers are required, so state there on.

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

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

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

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

SAFETY & RELIABILITY
As part of assessing each bidder’s reliability and safety record, each prospective bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of all of the bidder’s manufacturing and distribution facilities that serve the Florida market. Additionally, each bidder shall submit a copy of its OSHA Form 300A/300 logs for the past three (3) years (with the names blocked out for privacy reasons) for ALL of the facilities that serve the Florida market. If the Bidder utilizes a third party driving company or affiliated company, then they shall submit the OSHA 300 logs for that company as well. The County may require a site visit of the Bidder’s manufacturing and/or distribution facilities to assess their safety and reliability as part of the bid evaluation process. Also, Bidders must state where the chemicals purchased by the County are being stored and shipped from in order to meet the obligation of the contract agreement.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Master Agreement for Contractors.

CONTRACT TIME
The initial contract term shall be for a period of one (1) calendar year from February 1, 2017 through January 31, 2018, providing satisfactory performance has been maintained by the Contractor. The contract may be extended in one (1) year increments, for a maximum of four (4) one year extensions. These Contract Extensions shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the SJC Utility Department and SJC Purchasing Director/Manager. The County is under no obligation to exercise any of the available extensions. The Extensions are optional to the County.

ANCILLARY ITEMS
While all major items have been listed herein, there may be ancillary items that must be purchased by the County during the term of this contract. A County representative shall contact the vendor(s) to obtain a price quote for the necessary ancillary items. If there are multiple vendors on the contract, the County representative may obtain price quotes from some or all vendors under this Contract. The County reserves the right to award these ancillary items to the any vendor based on the lowest price quote or to bid the items through a separate solicitation.

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

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

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

In addition to the above, the Contractor’s failure to comply with the requirements of this Bid three (3) separate times, throughout the duration of the contract agreement, shall constitute sufficient grounds for termination of the contract by the County for cause. Three (3) instances of the Contractor failing at any of the following: deliver in a timely manner, deliver with proper equipment, meet chemical specifications, provide a certificate of analysis, comply with safety and OSHA requirements, provide drivers with working cell phones, provide licensed drivers listed on the Contractor’s CD, provide the County with an updated CD and list of drivers, provide requested technical assistance and/or training, supply replacement shipment for any rejected shipment within the specified time frame, and respond in a timely manner to any County emergency, shall be grounds for termination of the contract agreement by the County.

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

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

PRICING
The pricing under this Bid shall remain firm throughout the duration of the Contract Agreement. No pricing increases will be permitted during the first year. Price increases shall only be considered at the time Contract Renewals are issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI, unless approved by the SJC Utility Department Assistant Director, SJC Purchasing Director/Manager or his designee. Should the requested price increase be considered excessive or determined not to be competitive for the services, the Owner reserves the right to deny the requested price increase, or terminate the Contract Agreement. All prices shall remain firm for the duration of each Contract Renewal term.

PRICES
The Prices submitted on the Official County Bid Form (p. 17) shall include any and all costs associated with performing the required services including labor, materials, equipment, transportation, and any and all other necessary costs associated with performance of the work. No additional monies shall be paid to the Contractor for services unless previously approved in writing by the County.
METHOD OF PAYMENT

The Contractor shall submit an invoice, to the SJC Utility Department upon satisfactory delivery. The date of the invoices shall not exceed thirty (30) calendar days from the delivery of ordered item(s). Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. Each invoice shall be accompanied by a copy of the corresponding delivery ticket or packing slip that was signed by an authorized representative of the SJC Utility Department at the time the items were delivered and accepted.

All invoices shall contain the following basic information:
- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice
- Invoice Number
- SJC Purchase Order Number
- Unit Price of product
- Total Price of Invoice
- Description of Product Supplied
- Quantity of Product Supplied per location
- Delivery Location(s)
- Date of Delivery

Failure to submit invoices in the prescribed manner may delay payment. Invoices should be mailed at the time of delivery. Invoices shall be submitted to the SJC Utility Department and addressed to:

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

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

St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes

Invoices shall not include separate charges for transportation, mileage, or any other miscellaneous service fees or charges. Any invoices received that contain additional costs not approved by the Contract shall go unpaid until corrected invoices are submitted by the Contractor.

TAXES – Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder’s proposed unit price per ton.

COOPERATIVE OR PIGGYBACK PURCHASE: Any bidder(s) awarded under this bid agree(s) that such constitutes a bid price to all State, County, and Local agencies and Political Subdivisions of the State of Florida under the same conditions, process and effective period as this bid, should the awarded bidder(s) deem it in the best interest of their business to do so.

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 the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as
Additional Insured for all lines of coverage except Workers’ Compensation 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

A. Standard Contract for Service: $500,000 or less with no unusual hazards

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 the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

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 a CONTRACTOR.

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

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

B. Major Contract for Service: $500,000 or more with unusual or high hazards

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 the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.
GOVERNING LAWS & REGULATIONS
The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

END OF SECTION
BID NO: 17-06
OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Sodium Hydroxide 50% and Chlorine Gas

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: 17-06: Purchase of Sodium Hydroxide and Chlorine Gas 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. Sodium Hydroxide (50%)</td>
<td>GAL</td>
<td>$_________/GAL</td>
<td>20,000 GALS</td>
<td>$__________</td>
</tr>
<tr>
<td>2. Chlorine Gas</td>
<td>LB</td>
<td>$_________/LB</td>
<td>34,000 LBS (WTP)</td>
<td>$__________</td>
</tr>
</tbody>
</table>

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: 17-06, Purchase of Sodium Hydroxide 50% and Chlorine Gas

CORPORATE/COMPANY

Full Legal Company Name: ____________________________________________________________ (Seal)

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

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

Address: ____________________________________________________________
Telephone No.: (____)________________________ Fax No.: (____)________________________

Email Address for Authorized Company Representative: ____________________________
Federal I.D. Tax Number: __________________________ DUNS #: _________________________

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 _______________________________ who being duly sworn, deposes and says he is _______________________________ (Title) of the firm of _______________________________.

Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 17-06, Purchase of Sodium Hydroxide 50% and Chlorine Gas, in St. Johns County, Florida.

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

__________________________
(Bidder)

Sworn and subscribed to me this _____ day of __________, 20___.

By:________________________________________

Notary Public:

__________________________
Signature

__________________________
Printed

My commission Expires:________________________

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

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

______________________________
Secretary

______________________________
Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this _______ day of ________________, 20__, A.D.

______________________________
NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

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

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

<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>
<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></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>

23
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:  

24
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
Conflicts of Interest Disclosure Form

Project Number/Description: Bid No: 17-06, Purchase of Sodium Hydroxide 50% and Chlorine Gas

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 ________________________________
BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____________, 20__2016.

For
Purchase of Sodium Hydroxide 50% and Chlorine Gas
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 _______________ A.D., 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.
WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY      STATE

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY      STATE

NAME OF LOCAL INSURANCE AGENCY
SPECIFICATIONS
BID NO: 17-06; PURCHASE OF SODIUM HYDROXIDE 50% AND CHLORINE GAS
MINIMUM SPECIFICATIONS & CONDITIONS

PRODUCT MATERIAL REQUIREMENTS

The annual chemical usages are estimates only, and the County shall not be bound by these amounts. Quantities are subject to change as necessary to meet the water and wastewater treatment needs of the County.

Sodium Hydroxide (NaOH) – 50% Aqueous Solution
Minimum Delivery: 1,000 gallon bulk deliveries
Estimated Annual Usage: 20,000 gallons
Special Delivery Requirements: None

Description: Must be Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. and certified as being in compliance with AWWA Standard B501-03.

Physical Properties: The 50% Product shall be 49% to 51% solution as measured by titration and/or specific gravity.

Chlorine Gas (Cl₂) – 150 lb cylinders
Minimum Delivery: Four 150lb cylinders (keep less than ten at each site)
Estimated Annual Usage: 34,000 lbs

Special Delivery Requirements: Contractor must have lift-gate on truck with a cylinder dolly. All containers shall have legible tag(s) securely attached which indicate the following container history: (1) Date of last visual inspection IAW Compressed Gas Association, Inc, standards and applicable DOT regulations; (2) Date the valves were overhauled; (3) Date the fuse plugs were tested and/or renewed; and (4) Date the container was hydrostatically tested.

Minimum delivery is four (4) 150lb cylinders at delivery locations listed below.

Description: Chemical that exists in gaseous form at atmospheric pressure. Must be approved for use in potable water under Rule 555.325 F.A.C. Must be of domestic manufacture.

Physical Properties: 99.9% pure as Cl₂

DELIVERY REQUIREMENTS

For all purchased chemicals, the Contractor shall make regular deliveries within three (3) calendar days after receipt of order, and shall make emergency deliveries within twenty four (24) hours of some quantity. For the purposes of this bid, emergency deliveries are any deliveries necessary in order to prevent the County from running out of a particular chemical in less than twenty four (24) hours. The County shall make every possible effort to minimize the number of emergency deliveries.

The County reserves the right to change the quantity of a chemical ordered and the date of delivery at its discretion with a twenty four (24) hour written notice to the Contractor. Written notice can be in the form of an email or facsimile to the Contractor from the SJC Utility Department Point of Contact.

All deliveries under this contract shall be freight prepaid, FOB to each St. Johns County Facility.

Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00AM and 3:00PM, Monday through Friday, with the exception of legal holidays, unless otherwise agreed upon by the County authorized receiving personnel. Deliveries made to unmanned facilities must be coordinated with the County to provide the drive
with access to the facility. All delivery personnel must be equipped with cellular phones to facilitate deliveries to unmanned and manned facilities.

All bulk deliveries shall be made by properly cleaned carrier tank trucks to the location(s) specified herein.

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

The Contractor shall be responsible for pumping all bulk deliveries into the storage tanks at the specified delivery sites and shall provide all necessary hoses, fittings, air-paddin, pumps, etc required to safely and efficiently offload the chemicals into designated storage tanks. The Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

The Contractor shall be responsible for any spills resulting from the failure of the Contractor’s, or Contractor-supplied, equipment or from failure of the attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel’s constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

The tanks or trailers used by the Contractor to make deliveries shall be clean and free of residue that may contaminate the Contractor’s product or impede the offloading process. It is the responsibility of the Contractor to verify the cleanliness of the transporting equipment prior to loading the tank or trailer. All appurtenant valves, pumps, and discharge hoses used for the delivery of chemicals shall be supplied by the Contractor and shall be clean and free from contaminating material. The County may reject a load if the equipment is not properly cleaned. The Contractor shall furnish the County with an approved, leak-free connection device between its trailer or tanks and the County’s intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled chemical. If the spill is not cleaned up, the County reserves the right to hire a certified hazardous material handling company to clean up the spill, and the cost of such service shall be charged to the Contractor and deducted from the amount due to the Contractor for delivery of the chemical. If the County’s unloading equipment such as pipe, valves, or level indication and alarms should fail and the spillage is not the fault of the Contractor, or Contractor-supplied personnel or equipment, the Contractor shall be relieved of responsibility for the cleanup of the spill.

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

Due to security and safety concerns, all delivery vehicle drivers must be U.S. citizens and have a proper commercial driver’s license with a Hazardous Material endorsement. Contractor supplied drivers shall display driver’s license at all times during transportation of chemicals for the County. In addition, and at the County’s discretion, the Contractor shall supply the County with a CD with digital photographs of all delivery drivers with names imposed and shall send out an updated CD within twenty four hours (24hrs) of any changes to personnel. The County shall use the CD to verify whether the driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to the County shall result in rejection of delivery and subsequent possible termination of the contract agreement.

Shipments shall be rejected which fail to meet with any of the requirements described herein. In the event a shipment is rejected, the Contractor shall be required to send a replacement shipment to the affected location within four (4) hours of notification by the County. Failure to provide a replacement shipment that meets the requirements within the specified period of time shall constitute termination of the contract agreement.

**DELIVERY LOCATIONS**

Delivery locations are subject to change as necessary to meet the water and wastewater treatment demands of the County.

Split deliveries to multiple locations shall be coordinated and accepted by the County, when possible, to encourage
economical delivery of product via bulk tankers dependent upon storage capabilities at the time of delivery. However, the Contractor shall be required to deliver the Minimum Delivery Required amount.

The Delivery locations and addresses are listed below for Reference. These locations are subject to change.

<table>
<thead>
<tr>
<th>Location</th>
<th>Address Details</th>
<th>Location</th>
<th>Address Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anastasia Island WWTP</td>
<td>SR 16 &amp; I 95 WWTP</td>
<td>Mainland-207 WWTP</td>
<td>214 Mainland WTP</td>
</tr>
<tr>
<td>860 W 16th Street</td>
<td>3000 Industry Center Drive</td>
<td>4428 Golf Ridge Drive</td>
<td>2160 Water Plant Road</td>
</tr>
<tr>
<td>St. Augustine, FL 32080</td>
<td>St. Augustine, FL 32084</td>
<td>Elkton, FL 32033</td>
<td>St. Augustine, FL 32092</td>
</tr>
<tr>
<td>Northwest Booster Station</td>
<td>Northeast Booster Station</td>
<td>Marsh Landing WTP</td>
<td>Innlet Beach WTP</td>
</tr>
<tr>
<td>(World Golf Village)</td>
<td>(Near Walden Chase)</td>
<td>27550 Marsh Landing Pkwy</td>
<td>601 Palmera Drive</td>
</tr>
<tr>
<td>3390 International Golf Pkwy</td>
<td>120 NE 8th Street</td>
<td>Ponte Vedra, FL 32082</td>
<td>Ponte Vedra, FL 32082</td>
</tr>
<tr>
<td>St. Augustine, FL 32092</td>
<td>St. Augustine, FL 32092</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Players Club WWTP</td>
<td>Sawgrass WWTP &amp; WTP</td>
<td>Innlet Beach WWTP</td>
<td>SJC Utility Warehouse</td>
</tr>
<tr>
<td>5250 Palm Valley Road</td>
<td>10042 Sawgrass Drive W</td>
<td>605 Palmera Drive</td>
<td>2175 Mizell Road</td>
</tr>
<tr>
<td>Ponte Vedra Beach, FL 32082</td>
<td>Ponte Vedra, FL 32082</td>
<td>Ponte Vedra, FL 32082</td>
<td>St. Augustine, FL 32080</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plantation WTP</td>
<td>Bartram Oaks WTP</td>
<td>Marsh Landing WWTP</td>
<td>Bartram Oaks WWTP</td>
</tr>
<tr>
<td>105 Tabby Lane</td>
<td>412 Treaty Oak Lane</td>
<td>166 Marsh Cove Drive</td>
<td>506 Majestic Oaks Pkwy</td>
</tr>
<tr>
<td>Ponte Vedra, FL 32082</td>
<td>St. Augustine, FL 32092</td>
<td>Ponte Vedra Beach, FL 32082</td>
<td>St. Augustine, FL 32092</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Northwest WWTP</td>
<td>Fruit Cove</td>
<td>Fruit Cove</td>
<td></td>
</tr>
<tr>
<td>3450 International Golf Parkway</td>
<td>799 Fruit Cove Drive</td>
<td>1282 Fruit Cove Drive S</td>
<td></td>
</tr>
<tr>
<td>St. Augustine, FL 32092</td>
<td>Jacksonville, FL 32259</td>
<td>Jacksonville, FL 32259</td>
<td></td>
</tr>
</tbody>
</table>

All products are not used at all plants. See below for product distribution.

Sodium Hydroxide: CR214 Mainland WTP

Chlorine Gas: Marsh Landing WTP, Innlet Beach WTP

**QUALITY ASSURANCE, SAFETY & TRAINING**

The approved laboratories are listed below for all sampling and testing whether during the bidding period or after award. No other Laboratory shall be used unless expressly authorized through an Addendum to the Bid, issued by the County or Amendment to the Contract signed by both parties.

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

- **Thornton Laboratories**
  - 1145 East Cass Street
  - Tampa, FL 33602
  - (813) 223-9702 - P
  - (813) 223-9332 - F
  - Attn: Steve Thickett

**Sampling and Testing Prior to Unloading:** The Contractor’s delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. At the sole discretion of St. Johns County, the Contractor’s delivery personnel (driver) may be asked to provide a sample of the chemical that it is delivering before the shipment is unloaded. St. Johns County will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to St. Johns County. The sample shall be considered representative of the lot. St. Johns County reserves the right to subject samples of the chemical to quick analyses to ensure that it meets basic conditions of the
Specification with respect to specific gravity and for sodium hypochlorite (weight percent, impurities, sodium hydroxide and suspended solids).

Any lot tested by St. Johns County that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for any chemical or delivery charge for said product that is rejected. The Contractor or its subcontractors shall allow 60 minutes for this testing to be completed. St. Johns County may also choose, at any time, to utilize one of the approved testing agencies listed in this specification to analyze a sample of the liquid sodium hypochlorite delivered. If testing cannot be completed within the 60-minute period, St. Johns County shall allow the Contractor to unload the shipment.

In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, St. Johns County has the right to procure a shipment from another source. Three (3) rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Contractor’s supply contract with St. Johns County.

Sampling and Test of Shipment After Unloading: St. Johns County reserves the right to subject samples of any delivered chemical to complete analyses to ensure that it meets the Specification. Three failures during any period of this contract shall constitute automatic termination of the Contractor’s supply contract with St. Johns County.

Certified Analysis: Contractor shall supply an affidavit, signed by a corporate designated official, certifying that the chemical furnished by the Contractor, complies with all applicable requirements of this Specification. Each bidder must have a Certificate of Analysis from one of the approved labs included in the Bid, or must request approval of an alternate lab in order for the Certificate of Analysis to be accepted. The request must be in writing, and must be submitted to the County no less than seven (7) days prior to the due date of the bids.

Manufacturer’s Laboratory Delivery Reports: A certified report from the manufacturer shall be submitted for each chemical delivery to the St. Johns County.

No deliveries will be accepted by St. Johns County unless accompanied by said certified laboratory report for the specific batch of chemical delivered showing the above data and that it conforms to the Specification. Regardless of whether at different delivery sites, failure to comply with this provision three (3) times during the contract period shall constitute sufficient grounds for termination of the contract between St. Johns County and Contractor.

OCCUPATIONAL HEALTH AND SAFETY

Contractor Safety Requirements: Contractor must ensure delivery personnel’s compliance with all OSHA requirements, including personal protective equipment for Contractor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

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

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

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
  - The potential for fire, explosion, corrosivity and reactivity;
  - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - The primary routes of entry and symptoms of overexposure.
The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.

The emergency procedure for spills, fire, disposal and first aid.

A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement shall be directed to:

Department of Labor and Employment Security  
Bureau of Industrial Safety and Health  
Toxic Waste Information Center  
2551 Executive Center, Circle West  
Tallahassee, Florida 32301-5014  
Phone: 800/367-4378

Emergency Plan of Action and Safety Training: Within 30 days of award and acceptance of the contract for the supply of any chemical, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for St. Johns County to follow in case an emergency supply of chemicals are needed. The Contractor shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers) and telephone contact numbers (24-hour contact numbers) within 30 days of award and acceptance of the contract to supply any chemical listed hereunder. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Contractor. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee “After Event” cleanup efforts. Should a spill or leak occur, caused by Contractor’s personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of Contractor. The Contractor shall indemnify and hold St. Johns County harmless for any failure to properly report and/or comply with this provision. In addition, Contractor shall bear all expenses of spills, unless caused by the sole negligence of St. Johns County.

Safe Handling Training: The Contractor shall provide an appropriate safe handling training course for any chemical that it supplies within the first month of the contract, to all current St. Johns County operations personnel and shall be available to conduct “refresher” courses or new employee training at six (6) month intervals during the contract period. The Contractor shall provide this assistance at no charge to St. Johns County.

Technical Assistance: The Contractor shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge’s produced by the application of its chemical in the water treatment or wastewater treatment process. The Contractor shall provide this assistance at no charge to St. Johns County.
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-Negotiation CERTIFICATE**
The signing of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

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

**ARTICLE 7 – TERMINATION**
A. This Contract may be terminated by the County without cause upon at least _________ ( ) 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 subcontracts relating to the performance of the terminated work.
   3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
   4. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 9 – PERSONNEL**
The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or
have any contractual relationship with the County.

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

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

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

ARTICLE 10 – SUBCONTRACTING
St. Johns County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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

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

ARTICLE 11 – FEDERAL AND STATE TAX
In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County’s Tax Exemption status in any manner.

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

ARTICLE 12 – AVAILABILITY OF FUNDS
St. Johns County's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 13 - INSURANCE
The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by St. Johns County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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

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

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

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

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

ARTICLE 14 - INDEMNIFICATION
The Contractor shall indemnify and hold harmless the County, its officers, and employees, from all liabilities, damages, losses, and costs arising under this Contract Agreement, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, act, or omission of the Contractor or any other person employed or utilized by the Contractor, whether intentional or unintentional.

ARTICLE 15 - SUCCESSORS AND ASSIGNS
The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 16 - REMEDIES
No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or 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 ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

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

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

ARTICLE 19 - ARREARS
The Contractor shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS
The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract Agreement.

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

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

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

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP
The Contractor is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of St. Johns County. All persons engaged in any of the work or services performed pursuant to this Contract Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

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

ARTICLE 22 - CONTINGENT FEES
The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.
ARTICLE 23 - ACCESS AND AUDITS
The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. St. Johns County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 24 - NONDISCRIMINATION
The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT
The County and the Contractor agree that this Contract Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 26 - ENFORCEMENT COSTS
If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 27 - AUTHORITY TO PRACTICE
The CONTRACTOR hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 28 - SEVERABILITY
If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS
No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

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

BID NO:  

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 affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first day of the applicable renewal period.
EXHIBIT "B"

BID NO: ________________________________________

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.