

RESOLUTION NO. 2018 - 131

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 18-58 AND TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF ANTISCALANT**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Hawkins, Inc. to purchase antiscalant for St. Johns County Utility Department; and

**WHEREAS**, the scope of the project shall consist of supplying and delivering purchased antiscalant on an as needed basis.

**WHEREAS**, through the County's formal bid process, Hawkins, Inc. was selected as the lowest, responsive, responsible bidder for antiscalant 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. 18-58 to Hawkins, Inc. and further authorized to execute an agreement on behalf of the County for the purchase of antiscalant.

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 May, 2018.

ATTEST: Hunter, S. Conrad, Clerk

By: Pam Halterman  
Deputy Clerk

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

By: Henry Dean  
Henry Dean, Chair

RENDITION DATE 5/17/18





**CONTRACT AGREEMENT**  
**Bid No: 18-58; Purchase Antiscalant**  
**Master Contract No: 18-MCO-HAW-09310**

This Contract Agreement ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **St. Johns County, FL**, ("County") or ("St. Johns County") a political subdivision of the State of Florida, with principle offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Hawkins, Inc. (Contractor)** authorized to do business in the State of Florida, with address: 2263 Clark St. Apopka, FL 32703; Phone: (800) 330-1369; Fax: (800) 524-9315; and Email: Chuck.Pool@hawkinsinc.com.

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned;

**ARTICLE 1 – DURATION AND RENEWAL**

This Agreement shall become effective on June 1, 2018, shall be in effect for an initial contract term of five (5) calendar years, and may be renewed for up to a maximum of one (1) five (5) year renewal period, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Section, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the Scope of Services noted elsewhere in this Agreement.

**ARTICLE 2 – ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall consist of all Bid Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Task Orders, and Change Orders, if applicable. 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 Agreement shall be to provide all labor, materials, and equipment necessary to supply **antiscalant** to the St. Johns County Utility Department, ("SJCUD"), as needed, in accordance with Bid No: 18-58, and as otherwise provided in the Contract Documents.

**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 SJCUD, throughout the duration of this Agreement. No changes to said schedule shall be made without prior written authorization by the County.

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

- A. St. Johns County shall compensate the Contractor based upon the unit price of **eight dollars sixteen cents (\$8.16) per gallon of antiscalant AWC A-102 and nine dollars (\$9.00) per gallon of antiscalant AWC A-111 Plus**, as submitted in the bid proposal, accepted by the County, and provided herein. The maximum amount available as compensation to the Contractor under this Agreement shall not exceed the annual amount budgeted by SJCUD, 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 the 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 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. The County shall pay the Contractor, for Services satisfactorily performed, in accordance with the Local Government Prompt Payment Act, Chapter 218.70, Florida Statutes.
- 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 the following information at a minimum:
  - Vendor Information (Full Legal Name, Address, Phone, Fax, Email)
  - Date of Invoice, Invoice Number
  - SJC Purchase Order Number, Master Contract Number, Bid Number
  - Unit Price of Product, Total Price of Invoice
  - Quantities Provided, Date(s) of Service, Location(s) Delivered To
- E. Final Invoice: In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly state "Final Invoice" on the Contractor's final/last billing to the County.
- F. Unless otherwise notified, bills/invoices shall be delivered to:
  - St. Johns County Utility Department
  - ATTN: Kathy Kelshaw
  - 1205 State Road 16
  - St. Augustine, FL 32084

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

The signing of this Agreement 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 this Agreement are accurate, complete and current as of the date of this Agreement.

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 6 within eighteen (18) months following final payment.

**ARTICLE 7 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) consecutive calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least fourteen (14) consecutive calendar days advance 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 Agreement, then the County shall provide written notice to the Contractor; such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the Notice of Default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue three (3) Notices of Default to the Contractor, during the term of this Agreement, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Contract, the Contractor shall be paid for deliveries authorized and satisfactorily performed under this Agreement until the effective date of the termination.
- D. Upon receipt of a Notice of Default, 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 this Agreement.

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 required services as provided herein. 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 performed the required 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 Services 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 Services 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 provide the appropriate Tax Exempt Certificate to the Contractor, upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this 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 the Contractor's performance under this Agreement.

#### **ARTICLE 12 – AVAILABILITY OF FUNDS**

The County's obligations under this 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 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 Agreement until he/she has obtained all insurance required under this Article 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 this Agreement. The certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by this Agreement, and that no material change or cancellations 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 coverages 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 Agreement.

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 Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims of damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, 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 Agreement, 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 Agreement, 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 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 & 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 Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this 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 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 attorneys' 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 the obligations 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 performance 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 thirty (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 the scope of work performed by the Contractor under the terms of this 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 causes may include, but are not limited to: Acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and sever weather conditions.

Upon the Contractor's request, the County shall consider the facts and extend of any delay 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 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 Agreement.

#### **ARTICLE 20 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall remain, throughout the duration of this 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 Agreement shall, at all times and in all places, be subject to the Contractor's sole discretion, 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 21 – CONTINGENT FEE**

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 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 Agreement.

#### **ARTICLE 22 – 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 Agreement. The 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 23 – 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 24 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this 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 Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this 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 25 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court 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 26 – 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 27 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 28 – AMENDMENTS & MODIFICATIONS**

No amendments or modifications of this 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 Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

**ARTICLE 29 – FLORIDA LAW AND VENUE**

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

**ARTICLE 30 – ARBITRATION**

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

## ARTICLE 31 – NOTICES

All notices required in this 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 T. Locklear, CPPB, FCCM, Purchasing Manager  
500 San Sebastian View  
St. Augustine, FL 32084

All Official Notices to Contractor shall be delivered either by hand (receipt of delivery required), or by certified mail to:

**Hawkins, Inc.**  
Attn: Raymond C. Pool, SE Regional Manager  
2263 Clark St.  
Apopka, FL 32703

All other correspondence, not classified as Official Notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing, e-mailing, or text messaging.

## ARTICLE 32 – HEADINGS

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

## ARTICLE 33 – 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 Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. 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;
  - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- C. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.



D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us).**

**ARTICLE 34 – NO THIRD PARTY BENEFICIARIES**

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

**ARTICLE 35 – USE OF COUNTY LOGO**

Pursuant to, and consist 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, FL.

**ARTICLE 36 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellations, 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) Public Records.

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**BID NO: 18-58; PURCHASE OF ANTISCALANT**

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement, three (3) copies of which shall be deemed an original on the date first above written.

**ST. JOHNS COUNTY, FL:**

**CONTRACTOR:**

\_\_\_\_\_  
County Representative Signature

Hawkins, Inc.  
\_\_\_\_\_  
Company Name

Jaime T. Locklear, MPA, CPPB, FCCM  
Printed Name County Representative

\_\_\_\_\_  
Company Representative Signature

Purchasing Manager  
Printed Title County Representative

\_\_\_\_\_  
Printed Name Company Representative

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

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

**ATTEST:  
ST. JOHNS COUNTY, FL  
CLERK OF COURT**

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

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

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Deputy County Attorney

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

**BID NO: 18-58; PURCHASE OF ANTISCALANT  
EXHIBIT "A"  
BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the price for antiscalant AWC A-102 of \$8.16 per gallon and antiscalant AWC A-111 Plus of \$9.00 per gallon as submitted in the Contractor's Bid Proposal, approved by the County, and provided herein. The Unit Price shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to this Agreement through a Contract Amendment.

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

**BID NO: 18-58; PURCHASE OF ANTISCALANT  
EXHIBIT "B"  
CONTRACT SCHEDULE**

The Contract Period for the required services shall be as follows:

***Initial Contract Term:*** Shall become effective on June 1, 2018, and shall remain in effect for a period of five (5) calendar year, or until funds may become exhausted.

***Contract Renewal/s:*** This Agreement may be renewed for up to one (1), five (5) year renewal period upon satisfactory performance by the Contractor, mutual agreement by all parties, availability of funds and the continued need of the County for the required services.



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

April 25, 2018

**RE:** Bid No: 18-58 – Purchase of Antiscalant

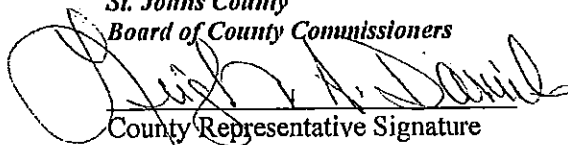
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Hawkins, Inc. as the lowest responsive, responsible bidder for Bid No: 18-58 – Purchase of Antiscalant. This notice will remain posted St. Johns County Purchasing Department bulletin board until 9:00 AM, Monday, April 30, 2018.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. 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 herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.

Sincerely,  
St. Johns County  
Board of County Commissioners

  
County Representative Signature

Date: 4/25/18

Leigh A. Daniels, CPPB,  
Procurement Supervisor  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



ST. JOHNS COUNTY  
PURCHASING DEPARTMENT

500 San Sebastian View  
St. Augustine, Florida 32084

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

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TO: Scott Trigg, P.E., Chief Engineer – Capital Projects  
FROM: Leigh Daniels, CPPB, Procurement Supervisor *LD*  
SUBJECT: Department Approval for Bid No. 18-58, Purchase of Antiscalant  
DATE: April 11, 2018

Attached is a copy of the technical proposal review summary 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 Scott Trigg  
Date 4/10/18  
Budget Amount \$ 25,000.<sup>00</sup>  
Account Funding Title 2017 RO filter study  
Funding Charge Code 4488-56302-6257-56302  
Award to Hawkins, Inc.  
Award Amount \$ 22,875.<sup>00</sup>

ST JOHNS COUNTY

APR 18 18

PURCHASING

**ST. JOHNS COUNTY  
BID TABULATION**

BID TITLE PURCHASE OF ANTISCALANT

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
DECISION WITH RESPECT TO THE AWARD OF ANY BID,

OPENED BY  
TABULATED BY  
VERIFIED BY

LEIGH DANIELS  
BRYAN MATUS

BID NUMBER 18-58

SHALL FILE WITH THE PURCHASING DEPARTMENT FOR  
ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

OPENING DATE/TIME April 11, 2018 2:00 PM

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

POSTING DATE/TIME FROM 04/11/18 3:00 PM UNTIL 04/16/18 3:00 PM

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION  
PROTEST PROCEDURES MAY BE OBTAINED IN THE  
PURCHASING DEPARTMENT.

BIDDERS	ANTISCALANT AWC A-102 PER PER GAL	ANTISCALANT AWC A-111 PLUS PRICE PER GAL	TOTAL ANNUAL PACKAGE BID PRICE	BID BOND	ADDENDUM #1	ADDENDUM #2	
HAWKINS, INC	\$8.16	\$9.00	\$22,875.00	YES	YES	YES	

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



**COPY**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**



BID NO: 18-58

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Antiscalant

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

DATE SUBMITTED: 4/10/18

BID PROPOSAL OF

Hawkins Inc

Full Legal Company Name

2263 Clark St.

Apopka FL 32703

800-330-1369

800-524-9315

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-58; Purchase of Antiscalant 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.

<u>ITEM &amp; DESCRIPTION</u>	<u>UNIT SIZE</u>	<u>UNIT PRICE</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>EXTENDED PRICE</u>
1. Antiscalant AWC A-102	GAL	\$ <u>8.16</u> /GAL	<u>2500</u> GAL	\$ <u>20400.</u>
2. Antiscalant AWC A-111 PLUS	GAL	\$ <u>9.00</u> /GAL	<u>275</u> GAL	\$ <u>2475.</u>
Total Annual Package Bid: \$				<u>22875<sup>00</sup></u>

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

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

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

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

No.: 1 Date Received: 4/3/18

No.: 2 Date Received: 4/9/18

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: 18-58, Purchase of Antiscalant

CORPORATE/COMPANY

Full Legal Company Name: Hawkins, Inc. (Seal)

By: [Signature] Raymond Pool SE Regional Mgr.  
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 2263 Clark St Apopka, FL 32703  
Telephone No.: (800) 330-1369 Fax No.: (800) 524-9315

Email Address for Authorized Company Representative: Chuck.Pool@hawkinsinc.com  
Federal I.D. Tax Number: 41-0771293 DUNS #: 04-119-9639

INDIVIDUAL

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

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

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" – Affidavit
  - Attachment "B" – Certificate as to Corporate Principal
  - Attachment "C" – License/Certification List
  - Attachment "D" – List of Proposed Sub-Contractors
  - Attachment "E" – References 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 Raymond Pool who being duly sworn, deposes and says he is SE Regional Manager (Title) of the firm of Hawkins Inc Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-58, Purchase of Antiscalant, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such 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.

Hawkins Inc  
(Bidder)  
By: [Signature]  
Raymond Pool, SE Regional Mgr.  
(Title)

Sworn and subscribed to me this 9 day  
of April, 2018.

Notary Public: [Signature]  
Signature

Printed:  **MARCIA A. STIVANSON**  
MY COMMISSION # FF 900804  
EXPIRES: April 20, 2020  
Bonded Thru Budget Notary Services  
My commission Expires: \_\_\_\_\_

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



# *State of Florida*

## *Department of State*

I certify from the records of this office that HAWKINS WATER TREATMENT GROUP, INC. is a Minnesota corporation authorized to transact business in the State of Florida, qualified on October 20, 2014.

The document number of this corporation is F14000004437.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 9, 2018, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Ninth day of January, 2018*



*Ken Detjmer*  
**Secretary of State**

Tracking Number: CC0886673223

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

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

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

**DIVISION OF WORK**

**NAME AND ADDRESS OF SUBCONTRACTORS**

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*No Subcontractors will be used.*

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**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: Joe Stephens Chief Operator  
 Name of Firm/Entity: Coral Springs Improvement District  
 Description/Dates of Services Provided: Water Plant Bulk Chemicals  
Including AWC A109  
 Address: 10300 N.W. Manor, Coral Springs FL 33071  
 Phone #: 954-796-6665 Fax #: \_\_\_\_\_  
 Email Address: joes@fladistricts.com
  
2. Contact Name/Title: Jim Baker Chief Plant Operator or Phil Skidmore  
 Name of Firm/Entity: City of Dania Beach  
 Description/Dates of Services Provided: Water Treatment Chemicals  
Including AWC-A109  
 Address: 1201 Stirling Point Rd Dania Beach FL 33004  
 Phone #: Baker: 954-924-3747 Fax #: Skidmore: 954-254-6805  
 Email Address: pskidmore@daniabeachfl.gov
  
3. Contact Name/Title: Eddie Miller Utility Director  
 Name of Firm/Entity: Desoto County  
 Description/Dates of Services Provided: Water/Wastewater Treatment  
Chemicals including AWC-A102  
 Address: 201 E. Oak St. Suite 203 Arcadia, FL 34266  
 Phone #: 863-491-7555 Cell: 863-444-1997 Fax #: \_\_\_\_\_  
 Email Address: e.miller@desotoboc.com
  
4. Contact Name/Title: \_\_\_\_\_  
 Name of Firm/Entity: St. Johns County  
 Description/Dates of Services Provided: Water & Wastewater Treatment Chemicals  
Including Anti-sealant



Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

5. Contact Name/Title: Scott Edison or Scott Hendrickson, operators  
Name of Firm/Entity: City of Marco Island  
Description/Dates of Services Provided: Water/Wastewater Treatment Chemicals  
Including Antiscalant  
Address: 50 Rtd Eagle Drive, Marco Island, FL 34145  
Phone #: 239-825-1176 Fax #: \_\_\_\_\_  
Email Address: nplantoperators@cityofmarcoisland.com

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

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

ATTACHMENT "F"

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

Project Number/Description: Bid No:18-58, Purchase of Antiscalant

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

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

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

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

Please check the appropriate statement:



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




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

Legal Name of Respondent:

Hawkins Inc.

Authorized Representative(s) :

  
Signature

Raymond Pool Sr. Regional  
Print Name/Title

Mgt.

Signature

Print Name/Title



## St. Johns County Board of County Commissioners

Purchasing Division

April 3, 2017

### ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No. 18-58, Purchase of Antiscalant

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

#### Specifications Clarification:

Updated product specifications: The product shall contain the following typical properties and specifications.

Parameter	CR 214 WTP	Hastings WTP
Antiscalant Name	AWC A-102, or approved equal	AWC A-111 Plus, or approved equal
Appearance	Clear liquid – colorless to yellow	Clear liquid – colorless to yellow
Odor	Slightly acid	Slight, characteristic
Total solids (%)	36.5 ± 2.0	24.00-26.00
pH	<3.5	3.0-5.0
Brookfield viscosity (cP, 25°C)	5 to 100	19.1
Contamination	None by visual observation	None by visual observation
Freezing point (°C)	<0	<0
Boiling point (°C)	>100	>100
Specific gravity	1.10±0.5	1.10±0.1

Shelf life

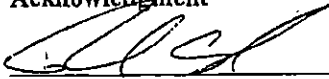
2 year from delivery

2 year from delivery

**THE BID DUE DATE REMAINS April 11, 2018 AT 2:00 P.M.**

**Acknowledgment**

Sincerely,



Signature and Date

Leigh A. Daniels, CPPB  
Procurement Supervisor

Raymond Pool, SE Regional Mgr.  
Printed Name/Title

Hawkins Inc.  
Company Name (Print)

**END OF ADDENDUM NO. 1**



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #2

April 9, 2018

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 18-58, Purchase of Antiscalant

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return one (1) original, and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084.

Questions/Answers:

- 1. As Manufacturers of the products listed on the bid AWC A-102 Plus, and AWC A-111 Plus, would the County still require a Certificate of Analysis submitted by an approved lab? We would like to request using our own laboratory facility, to provide Certificate of Analysis. Our facility has been certified by DQS Inc. to the International Organization for Standardization ISO 9001:2008. Answer: The County approves American Water Chemicals, Inc, as an alternate lab for testing.

Specifications Clarification:

Updated product specifications: The product shall contain the following typical properties and specifications.

Table with 3 columns: Parameter, CR 214 WTP, Hastings WTP. Rows include Antiscalant Name, Appearance, Odor, Total solids (%), pH, Brookfield viscosity (cP, 25°C), Contamination, Freezing point (°C), Boiling point (°C), Specific gravity, Shelf life.

THE BID DUE DATE REMAINS: April 11, 2018 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date (Handwritten signature)

Leigh A. Daniels, CPPB
Procurement Supervisor

Printed Name/Title: Raymond Pool, SE Regional Mgr.

Company Name (Print): Hawkins, Inc.

END OF ADDENDUM #2





Affidavit of Compliance

St. Johns County

Bid: Solicitation #18-58  
Antiscalant

This is to certify the chemicals offered and furnished by Hawkins, Inc. are in complete compliance of all applicable requirements as referenced in the specifications.

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

Raymond C. Pool  
SE Region Manager

Sworn to & Subscribed before me this 10 day of April 2018.

Marcia Stivanson  
Notary Public, State of Florida



MARCIA A. STIVANSON  
MY COMMISSION # FF 080004  
EXPIRES: April 20, 2020  
Bonded Thru Budget Notary Services

April 4, 2018



St. Johns County

RE: Bid #18-58  
Purchase of Antiscalant

Subject: Required Bid Documents

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

Should you need additional information please feel free to contact us.

Thank you,

A handwritten signature in black ink, appearing to read "Raymond Pool", written over a horizontal line.

Raymond Pool  
SE Region Manager





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2017

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

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

PRODUCER Marsh & McLennan Agency LLC 7225 Northland Dr N #300 Minneapolis MN 55428		CONTACT NAME: Haley Odorizzi PHONE (A/C No., Ext): 763-746-8323 E-MAIL ADDRESS: haley.odorizzi@marshmma.com FAX (A/C No.):	
INSURED		INSURER(S) AFFORDING COVERAGE	
HAWKIINC		INSURER A: Nautlius Insurance Company	NAIC # 17370
Hawkins, Inc. 2381 Rosegate Roseville, MN 55113		INSURER B: Aspen Speciality	10717
		INSURER C: AIG Specialty Insurance Company	99999
		INSURER D: Commerce & Industry Insurance Company	19410
		INSURER E: New Hampshire Insurance Company	23841
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 1336926207

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Products Poli GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			14246214	9/30/2017	9/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA 9948			CA4784945	9/30/2017	9/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			14246215	9/30/2017	9/30/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	14220495	9/30/2017	9/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Pollution Liability			SSP201587910 EXAFVXW15	9/30/2015 9/30/2015	9/30/2018 9/30/2018	Total Limit 25,000,000 Occ 25,000,000 Agg

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

This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Companies A, B and C are subject to statutes and regulations of surplus lines carriers.

## CERTIFICATE HOLDER

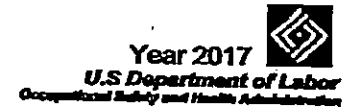
## CANCELLATION

For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Reesa Smyth</i>
---------------------------------	---

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OSHA's Form 300A

# Summary of Work-Related Injuries and Illnesses



All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before compiling this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you have added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its substitute. See 29 CFR Part 1904.33, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (0)	0 00	0 (0)	0 01

### Number of Days

Total number of days away from work	Total number of days of Job Transfer or Restriction
0 00	0 (0)

### Injury and Illness Types

Total number of...			
00			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing Loss	0
(3) Respiratory condition	0	(6) All other illnesses	0

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

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3544, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment Information**

Your establishment name BP78 - Apopka  
 Company Name Hawkins WIG Apopka (Dunwo)  
 Street 2261 Clarke Street  
 City Apopka State Florida ZIP 32703  
 Industry description (e.g. *Manufacture of motor truck trailers*)  
Chemical Manufacturing and Distribution  
 Standard Industrial Classification (SIC), if known (e.g. *SIC 3715*)  
 \_\_\_\_\_  
 OR  
 North American Industrial Classification (NAICS), if known (e.g., 336212)  
424690

**Employment Information**

Annual average number of employees 25  
 Total hours worked by all employees last year 45,733

**Sign here**

Knowingly falsifying this document may result in a fine.

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

[Signature] VP-NTC  
 Company Executive Title

612-617-8532 01/23/2018  
 Phone Date

OSHA's Form 300A

# Summary of Work-Related Injuries and Illnesses



All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you have added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 300 or its equivalent. See 29 CFR Part 1904.25, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (0)	0 (0)	0 (0)	0 (0)

### Number of Days

Total number of days away from work	Total number of days of Job Transfer or Restriction
0 (0)	0 (0)

### Injury and Illness Types

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

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

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment Information**

Your establishment name BP79 - Big Pine Key

Company Name Hawkins WTG Big Pine Key (Diamond)

Street 100 Industrial BLVD

City Big Pine Key State Florida ZIP 33053

Industry description (e.g. *Manufacture of motor truck trailers*)

Chemical Manufacturing and Distribution

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

OR

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

424690

**Employment Information**

Annual average number of employees 1

Total hours worked by all employees last year 1,826

**Sign here**

Knowingly falsifying this document may result in a fine.

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

Thomas J. Hawkins VP-WTG

Company Executive Title

612-614-8532 01/23/2018

Phone Date

# Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you have added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.25, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (0)	0 (0)	0 (0)	0 (0)

### Number of Days

Total number of days away from work	Total number of days of Job Transfer or Restriction
0 (0)	0 (0)

### Injury and Illness Types

Total number of \_\_\_\_\_  
(0)

(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing Loss	0
(3) Respiratory condition	0	(6) All other illnesses	0

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

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**Establishment Information**

Your establishment name BP74 - Brooker

Company Name Hawkins WTG Stacks (Dumont)

Street 419 Edwards Rd

City Starke State Florida ZIP 32091

Industry description (e.g. *Manufacture of motor truck trailers*)  
Chemical Manufacturing and Distribution

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

OR

North American Industrial Classification (NAICS), if known (e.g., *336212*)  
424620

**Employment Information**

Annual average number of employees 7

Total hours worked by all employees last year 13,525

**Sign here**

Knowingly falsifying this document may result in a fine.

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

[Signature] VP-WTG  
 Company Executive Title

612-618-8532 01/23/2018  
 Phone Date

# Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you have added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.25, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (0)	0 (0)	0 (0)	0 (0)

### Number of Days

Total number of days away from work	Total number of days of Job Transfer or Restriction
0 (0)	0 (0)

### Injury and Illness Types

Total number of			
(0)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing Loss	0
(3) Respiratory condition	0	(6) All other illnesses	0

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

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3844, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

### Establishment Information

Your establishment name BPTL - Hollywood  
 Company Name Hawkins WTC Hollywood (Diamond)  
 Street 5705 Dwyer Street  
 City Hollywood State Florida ZIP 33023  
 Industry description (e.g. *Manufacture of motor truck trailers*)  
Chemical Manufacturing and Distribution  
 Standard Industrial Classification (SIC), if known (e.g. *SIC 3713*)

OR  
 North American Industrial Classification (NAICS), if known (e.g., 336212)  
424690

### Employment Information

Annual average number of employees 1  
 Total hours worked by all employees last year 3,880

### Sign here

Knowingly falsifying this document may result in a fine.

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

[Signature] VP-WTC  
 Company Executive Title  
612-617-8532 01/23/2018  
 Phone Date

# Summary of Work-Related Injuries and Illnesses

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

### Number of Cases

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

### Number of Days

Total number of days away from work	Total number of days of Job Transfer or Restriction
0 (e)	0 (f)

### Injury and Illness Types

Total number of... (g)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing Loss	0
(3) Respiratory condition	0	(6) All other illnesses	0

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

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### Establishment Information

Your establishment name BP75 - Labelle  
 Company Name Hawking WTK Labelle (Domest)  
 Street 871 Industrial Blvd  
 City Labelle State Florida ZIP 33935  
 Industry description (e.g. *Manufacture of motor truck trailers*)  
Chemical Manufacturing and Distribution  
 Standard Industrial Classification (SIC), if known (e.g. *SIC 3715*)

OR  
 North American Industrial Classification (NAICS), if known (e.g. *336212*)  
424690

### Employment Information

Annual average number of employees 8  
 Total hours worked by all employees last year 13,621

### Sign here

Knowingly falsifying this document may result in a fine.

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

Thomas J. Hester VP-OTG  
 Company Executive Title  
612-617-8532 01/23/2018  
 Phone Date

# Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.  
 Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you have added the entries from every page of the Log. If you had no cases, write "0."  
 Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.25, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (0)	0 (0)	0 (0)	0 (0)

### Number of Days

Total number of days away from work	Total number of days of Job Transfer or Restriction
0 (0)	0 (0)

### Injury and Illness Types

Total number of _____ (0)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing Loss	0
(3) Respiratory condition	0	(6) All other illnesses	0

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### Establishment Information

Your establishment name BP&I - Swainsboro  
 Company Name Hawkins WUG Swainsboro  
 Street 184 East Meadowlake Parkway  
 City Swainsboro State Georgia ZIP 30401  
 Industry description (e.g. *Manufacture of motor truck trailers*)  
Chemical Manufacturing and Distribution  
 Standard Industrial Classification (SIC), if known (e.g. *SIC 3715*)  
 OR  
 North American Industrial Classification (NAICS), if known (e.g., *336212*)

424690

### Employment Information

Annual average number of employees 2  
 Total hours worked by all employees last year 3,648

Sign here

Knowingly falsifying this document may result in a fine.

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

Thomas J. Hill VP-OTG  
 Company Executive Title

612-617-8532 01/23/2018  
 Phone Date

OSHA's Form 300A

# Summary of Work-Related Injuries and Illnesses

Year 2017  
 U.S. Department of Labor  
 Occupational Safety and Health Administration

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

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (0)	0 (0)	0 (0)	0 (0)

Number of Days	
Total number of days away from work	Total number of days of Job Transfer or Restriction
0 (0)	0 (0)

Injury and Illness Types			
Total number of...			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing Loss	0
(3) Respiratory condition	0	(6) All other illnesses	0

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

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**Establishment Information**

Your establishment name BP76 - Tarrytown  
 Company Name Hawkins WTK Tarrytown (Diamond)  
 Street 13825 SR 47L  
 City Webster State Florida ZIP 33597  
 Industry description (e.g. *Manufacture of motor truck trailers*)  
Chemical Manufacturing and Distribution  
 Standard Industrial Classification (SIC), if known (e.g. SIC 3715)  
 \_\_\_\_\_  
 OR  
 North American Industrial Classification (NAICS), if known (e.g., 336212)  
324620

**Employment Information**

Annual average number of employees 6  
 Total hours worked by all employees last year 21,882

**Sign here**

Knowingly falsifying this document may result in a fine.

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

Thomas J. Hester VP-WTB  
 Company Executive Title  
812-617-5532 01/23/2018  
 Phone Date



OSHA's Form 300A

# Summary of Work-Related Injuries and Illnesses

Year 2017  
 U.S. Department of Labor  
 Occupational Safety and Health Administration

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

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (0)	0 (00)	0 (0)	0 (0)

Number of Days	
Total number of days away from work	Total number of days of Job Transfer or Restriction
0 (0)	0 (0)

Injury and Illness Types			
Total number of:			
(M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing Loss	0
(3) Respiratory condition	0	(6) All other illnesses	0

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

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**Establishment Information**

Your establishment name BP80-Thomasville

Company Name Hawkins WTG Monticello (Dumont)

Street 33 Ton Low Key Rd

City Monticello State Florida ZIP 32244

Industry description (e.g. *Manufacture of motor truck trailers*)  
Chemical Manufacturing and Distribution

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

OR

North American Industrial Classification (NAICS), if known (e.g. *336212*)  
424690

**Employment Information**

Annual average number of employees 1

Total hours worked by all employees last year 8531

**Sign here**

Knowingly falsifying this document may result in a fine.

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

Thomas J. Keller VP-UTG  
 Company Executive Title

612-617-8532 01/23/2018  
 Phone Date



Perfecting the Science of Membrane Treatment

April 5, 2018

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

RE: Manufacturer Authorization for Bid No. 18-58 Purchase of Antiscalant

To whom it may concern:

We hereby inform you that American Water Chemicals, Inc. has designated Hawkins, Inc. as an authorized supplier of our water treatment chemical products AWC A-102 Plus and AWC A-111 Plus for the entire duration of the above referenced contract.

They are also authorized to offer technical assistance and service to customers of these products.

If you require additional information or clarification, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mo Malki', written in a cursive style.

Mo Malki  
CEO & Technical Director



# CERTIFICATE



This is to certify that

## American Water Chemicals, Inc.

1802 Corporate Center Ln  
Plant City, FL 33563  
United States of America

has implemented and maintains a **Quality Management System.**

**Scope:**

The Design, Formulation, and Manufacture of Chemicals for Water Treatment Application.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

## ISO 9001 : 2008

Certificate registration no.	10015134 QM08
Date of original certification	2016-12-15
Date of revision	2017-02-23
Date of certification	2016-12-15
Valid until	2018-09-14



DQS Inc.

Brad McGuire  
Managing Director



Accredited Body: DQS Inc., 1130 West Lake Cook Road, Suite 340, Buffalo Grove, IL 60089 USA

BID BOND

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated April 11, 2018.

For  
Purchase of Antiscalant  
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) 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 April 11 A.D., 2018 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:

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

Raymond Pool  
PRINCIPAL:

Hawkins, Inc.  
NAME OF FIRM:

[Signature]  
SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

SE Regional Mgr.  
TITLE

2263 Clark Street  
BUSINESS ADDRESS

Apopka, FL 32703  
CITY STATE

WITNESS:

[Signature]  
Megan Monette

SURETY:

Western Surety Company  
CORPORATE SURETY

[Signature]  
ATTORNEY-IN-FACT (AFFIX SEAL) , Tracy Corbett

PO Box 5077  
BUSINESS ADDRESS

Sioux Falls, SD 57117  
CITY STATE

Marsh & McLennan Agency, LLC  
NAME OF LOCAL INSURANCE AGENCY

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

I, Thomas Keller, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Raymond Pool 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.

See attached letter

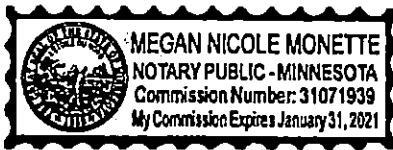
Secretary

Corporate Seal

(STATE OF ~~FLORIDA~~ Minnesota  
COUNTY OF ~~ST. JOHNS~~ Hennepin)

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 Western Surety Company to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 11 day of April, 2018, A.D.



NOTARY PUBLIC  
State of ~~Florida~~ Minnesota  
My Commission Expires: January 31, 2021

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Wendy M Schmid, Sheryl L Cohen, Jill M Lowder, Patricia H Borchers, Christine Scott, William D Jeatran, Tracy Corbett, Emily Tschimperle, Nathan Weaver, Megan Nicole Monette, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of February, 2018.

WESTERN SURETY COMPANY



*Paul T. Brufat*

Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 13th day of February, 2018, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of April, 2018



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.





March 20, 2017

Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910  
Fax: (612) 331-5304

Ladies and Gentlemen:

As a Vice President of Hawkins, Inc., I hereby authorize Raymond C. Pool to sign any and all bid documents along with related materials for and on behalf of Hawkins, Inc.

Thank you.

Sincerely,

Thomas Keller  
Vice President, Water Treatment Group.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #2

April 9, 2018

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 18-58, Purchase of Antiscalant

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return one (1) original, and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084.

Questions/Answers:

- 1. As Manufacturers of the products listed on the bid AWC A-102 Plus, and AWC A-111 Plus, would the County still require a Certificate of Analysis submitted by an approved lab? We would like to request using our own laboratory facility, to provide Certificate of Analysis. Our facility has been certified by DQS Inc. to the International Organization for Standardization ISO 9001:2008.

Answer: The County approves American Water Chemicals, Inc, as an alternate lab for testing.

Specifications Clarification:

Updated product specifications: The product shall contain the following typical properties and specifications.

Table with 3 columns: Parameter, CR 214 WTP, Hastings WTP. Rows include Antiscalant Name, Appearance, Odor, Total solids (%), pH, Brookfield viscosity (cP, 25°C), Contamination, Freezing point (°C), Boiling point (°C), Specific gravity, Shelf life.

THE BID DUE DATE REMAINS: April 11, 2018 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Leigh A. Daniels, CPPB
Procurement Supervisor

Printed Name/Title

Company Name (Print)

END OF ADDENDUM #2



# St. Johns County Board of County Commissioners

Purchasing Division

April 3, 2017

## ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No. 18-58, Purchase of Antiscalant

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

### Specifications Clarification:

Updated product specifications: The product shall contain the following typical properties and specifications.

Parameter	CR 214 WTP	Hastings WTP
Antiscalant Name	AWC A-102, or approved equal	AWC A-111 Plus, or approved equal
Appearance	Clear liquid – colorless to yellow	Clear liquid – colorless to yellow
Odor	Slightly acrid	Slight, characteristic
Total solids (%)	36.5 ± 2.0	24.00-26.00
pH	<3.5	3.0-5.0
Brookfield viscosity (cP, 25°C)	5 to 100	19.1
Contamination	None by visual observation	None by visual observation
Freezing point (°C)	<0	<0
Boiling point (°C)	>100	>100
Specific gravity	1.10±0.5	1.10±0.1

Shelf life

2 year from delivery

2 year from delivery

**THE BID DUE DATE REMAINS April 11, 2018 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

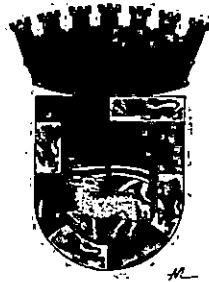
\_\_\_\_\_  
Signature and Date

Leigh A. Daniels, CPPB  
Procurement Supervisor

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**



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

**BID NO: 18-58**

**PURCHASE OF  
ANTISCALANT**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

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

**Final: 3/13/2018**

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“C” – License/Certification List

“D” – List of Proposed Sub-Contractors

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Bid Bond

### **PROJECT SPECIFICATIONS**

**BID NO: 18-58**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, April 11, 2018 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 18-58; Purchase of Antiscalant**. 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 give 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 treatment chemical: Antiscalant on an as needed basis.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website [www.demandstar.com](http://www.demandstar.com) by requesting Document # 18-58. 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.sjcfl.us/BCC/Purchasing/Open\\_Bids.aspx](http://www.sjcfl.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, Procurement Supervisor, St. Johns County Purchasing, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155.

Any and all questions related to this project shall be directed, *in writing*, to Leigh Daniels, CPPB, Procurement Supervisor, SJC Purchasing Department, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155. Questions are due no later than four o'clock (4:00PM) on **Monday, April 2, 2018**, 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.: 18-58; Purchase of Antiscalant

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

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

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

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

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

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

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

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

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

### **BIDDER'S REPRESENTATION**

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

### **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. 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, Procurement Supervisor, SJC Purchasing Department, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155. Questions are due no later than four o'clock (4:00PM) on **Monday, April 2, 2018**, 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 **TRIPPLICATE** (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: 18-58 - SEALED BID FOR PURCHASE OF ANTISCALANT**”.

***See Example Below:***

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
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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 June 1, 2018 through May 31, 2023, providing satisfactory performance has been maintained by the Contractor. The contract may be extended in one (1) five (5) year extension. 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 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 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 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 proposal.

**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

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims of damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, 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 Agreement, 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 Agreement, 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.

**GOVERNING LAWS & REGULATIONS**

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

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**BID NO: 18-58**

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

**PROJECT:** Purchase of Antiscalant

**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: 18-58; Purchase of Antiscalant 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.**

<b><u>ITEM &amp; DESCRIPTION</u></b>	<b><u>UNIT SIZE</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>ESTIMATED ANNUAL USAGE</u></b>	<b><u>EXTENDED PRICE</u></b>
1. Antiscalant AWC A-102	GAL	\$ _____/GAL	2500 GAL	\$ _____
2. Antiscalant AWC A-111 PLUS	GAL	\$ _____/GAL	275 GAL	\$ _____

**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: 18-58, Purchase of Antiscalant**

**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: 18-58, Purchase of Antiscalant, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such 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)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

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

Notary Public:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

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

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







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

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

**DIVISION OF WORK**

**NAME AND ADDRESS OF SUBCONTRACTORS**

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**ATTACHMENT "E"**  
**REFERENCE INFORMATION**

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

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

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

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

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

Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

5. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_

Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

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

ATTACHMENT "F"

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

Project Number/Description: Bid No:18-58, Purchase of Antiscalant

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.

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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\_\_ 2018.

For  
**Purchase of Antiscalant**  
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) 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

WITNESS:

\_\_\_\_\_

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

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

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

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

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

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

# **SPECIFICATIONS**

**BID NO: 18-58: PURCHASE OF ANTISCALANT  
MINIMUM SPECIFICATIONS & CONDITIONS**

**A. Description**

1. This section is solely intended for use when anti-scalant is selected for scaling control in reverse osmosis (RO) applications and is intended for use by the St Johns County Utilities Department (SJCUD) for the County Road 214 RO Water Treatment Plant (CR214 WTP) and the Hastings WTP.
2. The anti-scalant shall be specifically formulated to inhibit the formation and growth of alkaline earth carbonate, sulfate scales, and stabilize metal ions in RO applications. The proposed anti-scalant shall inhibit the deposition of colloidal materials such as, but not limited to clays and the hydroxides of metals such as aluminum, iron and manganese.
3. The products applied shall be a stable food grade liquid and shall not contain any soluble mineral or organic substance in quantities capable of producing deleterious or injurious effects on the health of person consuming water that has been properly treated with the product.
4. The products shall reasonably guard against biological and heavy metal contamination and shall be free of contamination in the supplied container.

**B. Bidder Qualification and Submittal Requirements**

1. The anti-scalant supplier shall submit with its Bid, the names, addresses and contact persons of no less than five references in the United States and its Territories that can verify that the scale control product is effective as intended. It is required that these references be located in the United States (preferable in Florida) in a facility of similar size and application, and have a minimum of one year of uninterrupted usage in their facility.
2. **Only qualified bidders that have used the proposed product at CR214 WTP and Hastings WTP, or have pilot tested the proposed product with the existing membranes at CR214 WTP and Hastings WTP shall be allowed to bid. Any testing necessary to meet this requirement shall be the responsibility of the bidder.**

For CR 214 WTP: The potential bidder shall review water quality data supplied by SJCUD as shown below and establish the most effective dose rate based upon feeding the product neat with a feed water flow of 4.0 MGD, with 85% recovery rate and feed pH range of 6.5 to 7.8. A product projection indicating the minimum and a conservative recommended dose shall be provided based on this information with the bid. Recommended dosages must not exceed the maximum allowed by the State of Florida and ANSI/NSF STANDARD 60.



**Table 1 – CR 214 WTP Water Quality Data**

Parameter	Units	Maximum	Minimum	Average
Bicarbonate	mg/l as CaCO <sub>3</sub>	154	119	134
Carbonate	mg/l as CaCO <sub>3</sub>	20	13	17
Calcium	mg/l	113	99	105
Chlorides	mg/l	444	345	415
Iron	mg/l	0.1	0	0.074
Magnesium	mg/l	61	57	59
Potassium	mg/l	9	8	8.3
Sulfate	mg/l	280	192	251
Sodium	mg/l	260	162	203
Total Hardness	mg/l as CaCO <sub>3</sub>	529	482	508
Conductivity	uS	2023	1798	1964
TDS	mg/l	1192	1033	1147
pH	SU	7.80	7.15	7.50
Temperature	°C	24.6	22.6	23.7

For Hastings WTP: The potential bidder shall match existing dose and feed rate.

3. A letter from the supplier that all chemical constituents in the proposed product are suitable for use with spiral-wound RO composite synthetic membranes must be provided with the bid. In addition, the letter shall confirm that the proposed product is suitable for use with sulfuric acid pretreatment. The proposed anti-scalant product shall be fully compatible with feedwater constituents, and if present, will not cause precipitation of the anti-scalant.
4. Certification by NSF Standard 60 that the proposed product is suitable for use in the production of drinking water by RO membranes must be provided with the bid. The certification shall include the maximum allowable dose rates. The product packaging must bear the NSF certification mark.
5. A certificate of analysis for the scale control additive defining the parameters outlined below shall be included in the bid. The successful vendor will also provide a certificate of analysis, which demonstrates conformance with this specification supplied with each delivery and/or batch of material. The certification shall include a minimum of the following information:
  - % Solids Specific Gravity
  - pH
  - Appearance
  - Residual Monomer Content
  - Brookfield Viscosity (cP, 25EC)
  - Date of Manufacture
  - Color
  - Odor
  - Active Solids
  - Residual Monomer Content
  - Total organic polymer content, weight %.
6. All submittals shall be accompanied by the Material Safety Data Sheets (MSDS) for the product in accordance with the Federal "Right-to-Know" Regulations implemented by the Occupational Safety and Health Administration (OSHA). The scale control additive must be labeled in accordance with OSHA Hazard Communication Standard 29 CFR 1910.1200 as may be current and any other applicable safety

regulation(s). The vendor must supply the MSDS that conforms to this standard, which includes a description of and CAS number for the top five components over a concentration of 1%.

7. The vendor shall provide certification that the product has a minimum shelf life of two years and supply a product manufactured no more than 12 months prior to shipment.

**C. Materials**

1. Anti-scalant shall be American Water Chemicals (AWC), or approved equal.
2. Product Specification. The product shall contain the following typical properties and specifications:

Parameter	CR 214 WTP	Hastings WTP
Antiscalant Name	AWC A-102, or approved equal	AWC A-111 Plus, or approved equal
Appearance	Water white to amber, slightly hazy	Light yellow
Odor	Slightly acrid	Faint Odor
Total solids (%)	36.5 ± 2.0	N/A
pH	3.5 ± 1.0	3.0-4.0
Brookfield viscosity (cP, 25°C)	35 (5 to 100)	N/A
Contamination	None by visual observation	None by visual observation
Freezing point (°C)	-1.0	N/A
Boiling point (°C)	101.0	100.0
Specific gravity	1.10±0.05	1.15±0.1
Shelf life.	1 year from delivery	1 year from delivery

3. The product shall be in compliance with the ANSI/NSF Standard 60 for Direct Additives for Drinking Water and shall be acceptable for potable use in Florida by local and state regulatory agencies. The product received by SJCUD shall bear the NSF mark, identifying number, product trade designation and name, address and telephone number of the manufacturer or supplier and be accompanied by a product analysis for that particular batch of chemical. Both the manufacturer and the supplier shall be listed in the index of the ANSI/NSF Standard 60 companies and shall comply with ISO 9001, 9002 or 9003 quality systems standards throughout the contract period.
4. The product manufacturer shall seal all drums. Any tampering with the seal and/or the label identifier markings shall be cause for rejection of delivery and termination of the Contract. Product stability shall be such that storage in plastic or poly-lined drums for 12 months will not affect compliance with these product specifications. Documentation of shelf life for each product shall be submitted to SJCUD.
5. The percentage of the final neat concentration of the active ingredient(s) for anti-scalant in the product shall be submitted. SJCUD shall be informed of any proposed change to the formulation.
6. Required mixing to maintain a consistent concentration of the anti-scalant in a day tank will not be acceptable.
7. Anti-scalant performance will be measured by mass balance of sparingly soluble salts in the RO application, the rate of productivity decline and/or membrane autopsy. These tests will be performed by

SJCUD, if required, or by a certified laboratory to determine acceptable performance should the material be suspected of causing deleterious impact to the RO of sparingly soluble salts in the RO application and productivity decline rates no greater than 10-percent between annual chemical cleaning events. Productivity will be measured by temperature corrected specific flux in gal/sf-day-psi.

8. Use of anti-scalant in accordance with the membrane supplier's recommendations shall not violate membrane manufacturer's warranty.

#### D. Delivery Requirements

1. Anti-scalant supplier shall supply a sufficient quantity of antiscalant chemical to SJCUD in the following increments:
  - a. CR 214 WTP: Standard Delivery order of 275 gallons. The delivery of the antiscalant must be able to be transferred into the County's bulk storage tank. If delivery is in totes, bidder shall be able to transfer the antiscalant into the County's bulk storage tank at the time of delivery.
  - b. Hastings WTP: Standard Delivery in 55 gallon drums. Typical usage is 5 drums per year.
2. Any vendor distributing a product not directly manufactured by the vendor must supply verification from the product manufacturer that they are authorized to do so for the entire duration of the contract. If awarded, no substitutions are allowed.
3. In case of emergency regarding the anti-scalant product, the vendor shall be required to provide technical on-site assistance within twenty-four (24) hours of notification of such need. To insure that this requirement can be met, it is further specified that the vendor shall have a qualified technical service representative residing in the State of Florida throughout the contract period, or otherwise guarantee, in writing, the 24- hour on-site assistance.
4. Any material that arrives cloudy in appearance or suspect in nature or is proven to be below the quality required by the product specifications, SJCUD reserves the right to reject that shipment. The rejected materials shall be removed by the vendor at the vendor's expense. The vendor shall then replace the rejected material with satisfactory material or credit SJCUD with the full delivery price of the rejected material. Disposition of material shall be determined as soon as possible and inspection of the batch will be made at the time of the finding for any other drums that are suspect. Immediate deliveries may be required to substitute for the suspect material. SJCUD is obligated to pay for any usable product meeting these technical specifications. All other material sent by the vendor remains the responsibility of the vendor to remove from SJCUD Facilities.
5. Should the anti-scalant, for any reason, prove unsatisfactory for the purpose intended, or should the anti-scalant not perform in accordance with the technical specifications, or should there be a decline in treatment effectiveness or performance as a direct result of the anti-scalant, SJCUD reserves the right to cancel the Contract.
6. No escalation will be permitted for chemical cost for the duration of this contract.
7. 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.
8. 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.

9. All deliveries under this contract shall be freight prepaid, FOB to each St. Johns County Facility.
10. 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.
11. All bulk deliveries shall be made by properly cleaned carrier tank trucks to the location(s) specified herein.
12. 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.
13. 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-paddling, 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).
14. 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.
15. 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.
16. 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.
17. 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.

18. 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.

#### E. Delivery Locations

1. Delivery locations are subject to change as necessary to meet the water and wastewater treatment demands of the County.
2. 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.
3. The Delivery locations and addresses are listed below for Reference. These locations are subject to change.

CR 214 (Mainland) WTP  
2160 Water Plant Road  
St. Augustine, FL 32092

Hastings WTP  
102 South Dancy Avenue  
Hastings, FL 32145

#### F. Quality Assurance, Safety and Training

1. 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

2. **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.

3. **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.
4. **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.
5. **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.

#### G. **Occupational Health and Safety**

1. **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.

2. **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.

3. **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.
4. **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.