

RESOLUTION NO. 2020-332

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO NEGOTIATE, AND UPON SUCCESSFUL NEGOTIATIONS, AWARD RFP NO: 20-47; SUPPLY OF POLYMER TO FORT BEND SERVICES, INC., AND TO EXECUTE AN AGREEMENT FOR PERFORMANCE OF THE SERVICES.**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract for the provision of polymer for the SJC Utility Department; and

**WHEREAS**, the awarded vendor must supply and deliver Polymer (Polyacrylamide) to the SJC Utility Department on an as needed basis for the process of dewatering wastewater sludge to a minimum of 15% total solids requires the use of polymer. The service shall be performed in accordance with specifications under RFP 20-47. Service locations are Anastasia Island WWTP, 860 16<sup>th</sup> St., St Augustine FL, SR 16 WWTP, 3000 Industry Center Drive, St Augustine, FL, Players Club WRF, 555 Dyes Valley Road, Ponte Vedra Beach, FL and Northwest WWTP, 3450 International Golf Parkway, St Augustine, FL; and

**WHEREAS**, through the County's formal RFP process, Fort Bend Services, Inc., was determined to be the top ranked firm and recommended by the evaluation team to enter into a contract with the County to perform the service referenced above; and;

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

**WHEREAS**, the project will be funded by the SJC Utility Department.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 20-47; Supply of Polymer to Fort Bend Services, Inc., and to execute a contract for completion of the service as specified therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to enter into negotiations, and upon successful negotiations, execute an agreement in substantially the same form and format as the attached draft on behalf of the County to perform the services as specifically provided in RFP 20-47.

Section 4. 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 1<sup>st</sup> day of September, 2020.

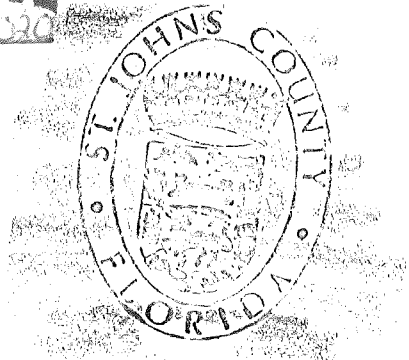
**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: [Signature]  
Jeb S. Smith, Chair

**ATTEST:** Brandon J. Patty, Clerk  
Clerk of the Circuit Court & Comptroller

By: [Signature]  
Deputy Clerk

RENDITION DATE 9-3-2020





**CONTRACT AGREEMENT**  
**RFP NO: 20-47; SUPPLY OF POLYMER**  
**Master Contract #: 20-MCO-FOR-12483**

This Contract Agreement, (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **St. Johns County, FL** (“County”), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Fort Bend Services, Inc.**, (“Vendor”), authorized to do business in the State of Florida, with offices located at 13303 Redfish, PO Box 1688, Stafford, TX, 77497; Phone: (281) 261-5199; Fax: (281) 261-2295; and Email: djames@fortbendservices.com.

In consideration of the mutual promises contained herein, the County and the Vendor agree as follows:

**ARTICLE 1 – DURATION and EXTENSION**

This Agreement shall become effective upon the Effective Date shall be in effect for a period of three (3) calendar years, with the option of one (1) two (2) year renewal period, upon satisfactory performance by the Vendor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, 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 Vendor satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term “Contract Documents” shall include 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 Change Orders.

**ARTICLE 3 - SERVICES**

The Vendor’s responsibility under this Agreement is to provide the supply and delivery of Polymer (Polyacrylamide) to the SJC Utility Department on an as needed basis, proposed by the Vendor, approved by the County in accordance with RFP No: 20-47 and as otherwise provided in the Contract Documents.

Services provided by the Vendor shall be under the general direction of St. Johns County Utility Department or other authorized County designee, who shall act as the County’s representative throughout the duration of this Agreement.

**ARTICLE 4 – SCHEDULE**

The Vendor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County’s representative.

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

- A. The County shall compensate the Vendor an amount not to exceed the Factory Direct Unit Price per fifty five (55) gallon drum at five hundred forty (\$540.00) dollars or the unit price per two hundred fifty (250) gallon tote at two thousand eight hundred six (\$2,806.00) dollars according to the RFP proposal, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Vendor under this Agreement shall not exceed the amount stated above without the County’s express written approval, and amendment to this Agreement.
- B. It is strictly understood that Vendor is not entitled to the above-referenced amount of compensation. Rather, Vendor’s compensation is based upon Vendor’s adhering to the RFP, detailed in this Agreement. As such, the Vendor’s compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the RFP and detailed in this Agreement.
- C. The Vendor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Vendor’s authorized representative on the submitted invoice shall constitute the Vendor’s certification to the County that:
  - 1. The Vendor has billed the County for all services rendered by it and any of its Vendors or sub-vendors through the date of the invoice;

2. As of the date of the invoice, no other outstanding amounts are due from the County to the Vendor for services rendered;
  3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Vendor, bills/invoices submitted by the Vendor shall include a detailed written report of the Work accomplished in connection with the RFP and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Vendor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Vendor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Vendor, or by the Vendor's sub-vendors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Utility Department  
Attn: Frank Kenton  
1205 State Road 16  
St Augustine, FL 32084
- G. FINAL INVOICE: In order for the County and the Vendor to reconcile/close their books and records, the Vendor shall clearly indicate "Final Invoice" on the Vendor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

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

The signing of this Agreement by the Vendor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

#### **ARTICLE 7 – ARREARS**

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

#### **ARTICLE 8 – TERMINATION**

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

#### **ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Vendor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default 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. Should the Vendor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Vendor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to

cure the default. Failure to cure the default 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.

- C. Consistent with other provisions in this Agreement, Vendor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Vendor shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 10 – PERSONNEL**

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

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

Any changes or substitutions in the Vendor'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 Vendor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Vendor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

#### **ARTICLE 11 – SUBCONTRACTING**

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

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Vendor 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 12 – E-VERIFY**

The Vendor shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement. Additionally, the Vendor shall expressly require any and all sub-vendors and sub-consultants to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement.

#### **ARTICLE 13 – 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 a tax exemption certificate to the Vendor upon request. The Vendor 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 Vendor that the Vendor shall not be authorized to use the County's Tax Exemption status in any manner.

The Vendor 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

Vendor's performance under this Agreement.

#### **ARTICLE 14 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Vendor cannot demand that the County provide any such funds in any given County Fiscal Year.

#### **ARTICLE 15 - INSURANCE**

The Vendor shall not commence work under this Agreement 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 Vendor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Vendor 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 Vendor 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 Vendor 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 Vendor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Vendor or by anyone directly employed by or contracting with the Vendor.

The Vendor shall maintain throughout the life of the awarded Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Vendor 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 Vendor or by anyone directly or indirectly employed by the Vendor.

The Vendor shall maintain throughout the life of the awarded Agreement, Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Vendor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

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

#### **ARTICLE 16 - INDEMNIFICATION**

The Vendor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Vendor and other persons employed or utilized by the Vendor.

#### **ARTICLE 17– SUCCESSORS AND ASSIGNS**

The County and the Vendor each binds itself and its partners, successors, executors, administrators and assigns to the

other party of this 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 Vendor 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 Vendor.

#### **ARTICLE 18 – NO THIRD PARTY BENEFICIARIES**

It is expressly understood by the County, and the Vendor, 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 19 – REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

#### **ARTICLE 20 – CONFLICT OF INTEREST**

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

The Vendor shall promptly notify the 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 Vendor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Vendor 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 Vendor.

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

#### **ARTICLE 21 – EXCUSABLE DELAYS**

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

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

Upon the Vendor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Vendor'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 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Vendor and shall not be disclosed

to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

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

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

**ARTICLE 23 – INDEPENDENT VENDOR RELATIONSHIP**

The Vendor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Vendor, and not an employee, agent, or servant of the 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 Vendor's sole direction, supervision, and control.

The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent Vendor and not as employees or agents of the County. The Vendor 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 24 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, the Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor 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 Vendor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

**ARTICLE 25 – ACCESS AND AUDITS**

The Vendor 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 26 – NONDISCRIMINATION**

The Vendor 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 27 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Vendor 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 Vendor.

**ARTICLE 28 – 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 attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

## **ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Vendor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

## **ARTICLE 30 – AUTHORITY TO PRACTICE**

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

## **ARTICLE 31 – 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 32 - AMENDMENTS AND MODIFICATIONS**

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

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Vendor of the County's notification of a contemplated change, the Vendor 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 Vendor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Vendor 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 Vendor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

## **ARTICLE 33 – FLORIDA LAW & 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, Florida.

## **ARTICLE 34 – 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 35 - 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: Leigh A. Daniels, CPPB, Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Vendor shall be mailed to:

Fort Bend Services, Inc.  
**Attn: Mr. David James, VP of Sales**  
13303 Redfish  
PO Box 1688  
Stafford, TX, 77497

## **ARTICLE 36 – 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 37 –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 Vendor's performance under this Contract constitutes an act on behalf of the County, Vendor shall comply with all requirements of Florida's public records law. Specifically, if Vendor is expressly authorized, and acts on behalf of the County under this Agreement, Vendor 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 Vendor 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 Vendor or keep and maintain public records required by the County to perform the Services.

If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor 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.

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

**IF THE VENDOR 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: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

## **ARTICLE 38 – USE OF COUNTY LOGO**

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

## **ARTICLE 39 – 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, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

**ARTICLE 40 – OSHA REQUIREMENTS**

The Vendor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and vendor employee incidents.

**ARTICLE 41 – COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

Vendor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the vendor and their employees shall be ANSI certified and meet OSHA standards.

**ARTICLE 42 – TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION “RIGHT TO KNOW AND UNDERSTAND” REGULATIONS**

The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Vendor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each vendor bring their hazardous communication program and SDS in a binder labeled with the vendor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, vendors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, vendors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

**ARTICLE 43 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party’s authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and VENDOR have executed this Contract Agreement on the day and year below noted.

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**RFP NO: 20-47; SUPPLY OF POLYMER  
MASTER CONTRACT #: 20-MCO-FOR-12483**

**COUNTY:**

St. Johns County, FL  
Full Legal Name

By: \_\_\_\_\_  
Signature of County Representative

Leigh A. Daniels, CPPB  
Printed Name - County Representative

Purchasing Manager  
Printed Title – County Representative

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

**VENDOR:**

Fort Bend Services, Inc.  
Company Name

By: \_\_\_\_\_  
Signature of Vendor Representative

\_\_\_\_\_  
Printed Name & Title

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

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

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

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

**LEGALLY SUFFICIENT**

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

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

**EXHIBIT "A"**  
**RFP NO: 20-47; SUPPLY OF POLYMER**  
**BASIS OF COMPENSATION**

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

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



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

August 7, 2020

RE: RFP No: 20-47; Supply of Polymer

Please be advised that St. Johns County is issuing this notice of its Intent to Award a contract to Fort Bend Services, Inc., as the top ranked firm under **RFP 20-47; Supply of Polymer**. This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 1:00 PM, Wednesday, August 12, 2020.

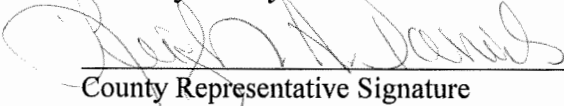
Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. 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 negotiate with the highest two ranked firms, and upon successful negotiations, award and execute a contract.

Please forward all correspondence, requests or inquiries directly to the attention, David E. Pyle, CPPB, Procurement Coordinator in the Purchasing Department at [dpyle@sjcfl.us](mailto:dpyle@sjcfl.us).

Sincerely,

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

  
County Representative Signature

Date: 

Leigh A. Daniels, CPPB  
Purchasing Manager  
(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:** Frank Kenton  
**FROM:** David E. Pyle; Procurement Coordinator  
**SUBJECT:** RFP No. 20-47 Supply of Polymer  
**DATE:** July 31, 2020

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

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

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

Department Head Approval C 2 Kenton

Date 8/7/20

Budget Amount \$ 50,000 4415  
\$ 35,000 4473

Account Funding Title Operating Supplies  
4415-55200

Funding Charge Code 4473-55200

Award to Fort Bend Services, Inc.

Award Amount Based on consumption.

*Cronk*

### EVALUATION SUMMARY SHEET

Date: August 6, 2020  
RFP No: 20-47; Supply of Polymer

ST. JOHNS COUNTY, FLORIDA

FIRM	RATER Tommy Kronz	RATER Paul Jacobs	RATER Jack Glendenning	RATER Column4	RATER Column5	TOTAL	Rank	COMMENTS
ChemTreat, Inc.	62.00	96.00	57.00	0.00	0.00	215.00	2	
Fort. Bend Services, Inc.	98.00	100.00	77.00	0.00	0.00	275.00	1	

APPROVED: Purchasing Manager

SJC Utility Dept:

*[Signature]*  
*[Signature]*  
*[Signature]*  
8/7/20

POSTING TIME/DATE FROM 3:00pm August 6, 2020, UNTIL 3:00pm August 11, 2020.

**NOTE:**

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

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



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

**REQUEST FOR PROPOSALS**

**RFP No: 20-47; Supply of Polymer**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
(904) 209-0150  
[www.sjcfl.us/Purchasing/index.aspx](http://www.sjcfl.us/Purchasing/index.aspx)**

**Final: 3/11/20**



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**RFP NO: 20-47; SUPPLY OF POLYMER**

**TABLE OF CONTENTS**

- I. ADVERTISEMENT**
- II. INTRODUCTION**
- III. SERVICE REQUIREMENTS**
- IV. PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT**
- V. EVALUATION AND AWARD**
- VI. CONTRACT REQUIREMENTS**
- VII. FORMS & ATTACHMENTS**

**ST. JOHNS COUNTY, FL – ADVERTISEMENT  
RFP NO: 20-47; SUPPLY OF POLYMER**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 20-47 – Supply of Polymer**. Interested and qualified respondents may submit proposals, in accordance with the requirements provided herein, to the St. Johns County Purchasing Department. **All Proposals must be submitted by or before 4:00PM (EST) on April 16, 2020.** Any Proposals delivered to or received by SJC Purchasing after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

The purpose of this bid is for the supply and delivery of Polymer (Polyacrylamide) to the SJC Utility Department on an as needed basis. The process of dewatering wastewater sludge to a minimum of 15% total solids requires the use of polymer. The polymer supplier chosen shall be able to provide a polymer that will work with different qualities of wastewater sludge from four County owned Wastewater Treatment Facilities.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and requesting St. Johns County **RFP #20-47**. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available, upon request, from the SJC Purchasing Department. Vendors must provide the following information to receive the RFP Document: full legal company name, address, contact person, email address, and phone number.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** by or before close of business (5:00PM) on Thursday, April 2, 2020 to the Designated Point of Contact provided below:

**Designated Point of Contact:** David E. Pyle, CPPB  
**Procurement Coordinator**  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [dpyle@sjcfl.us](mailto:dpyle@sjcfl.us)

*Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.*

If the above representative is absent, or unavailable for three (3) or more consecutive business days, interested firms may direct questions or inquiries to Leigh Daniels, Assistant Purchasing Manager, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Proposals **MUST** be submitted in a **SEALED** envelope or container clearly labeled with: **RFP 20-47 – Supply of Polymer**. Each package must have the respondent's full legal company name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original hard copy proposal, which shall include all required documents and any supplemental information, and one (1) exact PDF Copy of the submitted proposal on a USB Drive. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

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

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

All of the terms and conditions of the St. Johns County Purchasing Policy and Procedure Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the proposer that best serves the interests of St. Johns County.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FL  
BRANDON PATTY, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK

**RFP NO: 20-47; SUPPLY OF POLYMER**

**PART II: INTRODUCTION**

**A. PURPOSE:**

St. Johns County is soliciting RFP Packages from qualified and licensed respondents who are interested in supplying the SJC Utility Department the supply and delivery of Polymer (Polyacrylamide) to the SJC Utility Department on an as needed basis. The process of dewatering wastewater sludge to a minimum of 15% total solids requires the use of polymer. The polymer supplier chosen shall be able to provide a polymer that will work with different qualities of wastewater sludge from four County owned Wastewater Treatment Facilities.

Bidders may attend a site visit for polymer testing at:

1. Anastasia Island WWTP, 860 16<sup>th</sup> St., St Augustine FL,
2. SR 16 WWTP, 3000 Industry Center Drive, St Augustine, FL,
3. Players Club WRF, 555 Dyes Valley Road, Ponte Vedra Beach, FL
4. Northwest WWTP, 3450 International Golf Parkway, St Augustine, Fl,

on the following dates and times only:

- March 30, 2020 from 8AM to 12 PM (noon)
- March 31, 2020 from 1 PM to 3:30 PM

The dates and times listed will be the only times available for water testing by vendors for determination of the type of polymer they shall propose. No exceptions to the dates and times will be available.

**Each Respondent must provide the chemical makeup all specifications of the polymer supplied by his respondent, including any and all MSDS information as well as background information as to the performance of his polymer in the kind of use as described herein.**

**B. TENTATIVE SCHEDULE OF EVENTS:**

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent contract award. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Proposals	March 16, 2020
Deadline for Questions	April 2, 2020
Issuance of Final Addendum	April 9, 2020
Proposal Submission Deadline	April 16, 2020
Evaluation of Submitted RFP Packages	April 23, 2020
Presentation of Award Recommendation to the SJC BOCC	May 19, 2020
Begin Negotiations of Contract	N/A
Contract Issuance & Execution	May 29, 2020

**C. DUE DATE & LOCATION:**

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Department by or before **four o'clock (4:00PM) on April 16, 2020**. Any proposals delivered to or received by Purchasing after this deadline will be deemed non-responsive, and shall be returned to the addressee unopened. Packages must comply with the submittal format as provided herein in Section IV of this RFP Document. The County reserves the right to reject any proposals that do not comply with the requirements set forth herein.

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

**D. DESIGNATED POINT OF CONTACT:**

Any and all questions or requests for information relating to this RFP shall be directed, *in writing*, to the following Designated Point of Contact: Mr. David E. Pyle, CPPB, Procurement Coordinator, at [dpyle@sjcfl.us](mailto:dpyle@sjcfl.us).

In the event the Designated Point of Contact provided above is absent or unavailable for more than three (3) consecutive business days, interested firms may contact Ms. Leigh Daniels, CPPB, Assistant Purchasing Manager, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response. Any such communication shall result in disqualification from consideration for award of a contract for these services.

**E. SUBMITTAL OF QUESTIONS/INQUIRIES:**

Any and all questions and/or inquiries related to this RFP, shall be directed, *in writing*, to the Designated Point of Contact as provided above, by or before five o'clock (5:00PM) EST on April 2, 2020. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the submittal deadline for proposals in order to clarify or answer questions as necessary to serve the best interest of the County.

**F. ADDENDA:**

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

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

**G. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

**H. PUBLIC RECORDS**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this RFP shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and all other applicable State and/or Federal Laws. 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.

**I. SOLICITATION POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

**J. RIGHT TO REJECT / ACCEPT**

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

**K. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING PROCEDURE MANUAL**

All terms and conditions of the St. Johns County Purchasing Procedure Manual are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual. This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual and all applicable laws, regulations, and rules. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual.

### **PART III: SERVICE REQUIREMENTS**

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

#### **Deliveries:**

The Contractor shall perform any and all deliveries necessary to adequately supply the St. Johns County Utility Department with Polymer (Polyacrylamide) as to four County owned Wastewater Treatment Facilities. These deliveries shall be made after receipt of order (ARO) within the number of days as approved by the SJC Utility Department, so as to prevent delays and stoppages in waste activated sludge processing. Deliveries shall be made between the hours of 7:00am and 3:00pm, Monday through Friday. Delivery methods may be in fifty five (55) gallon drums or two hundred fifty (250) gallon totes, as long as handling arrangements are approved by the SJC Utility Department.

#### **Equipment:**

The Contractor shall be required to own, lease or rent any and all equipment necessary to provide the required services included under this RFP. The Contractor shall make the necessary deliveries with truck(s) equipped with a rear lift gate designed to handle the delivery of either fifty five (55) gallon or two hundred fifty (250) gallon totes, in order to drop the product on pallets onto the sidewalk. The Contractor shall also be responsible for maintaining any and all equipment and tools necessary to provide samples, of any lot delivered, to SJC Utility Staff upon request.

#### **Pick Up:**

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

#### **Clean Up/Safety:**

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

#### **Polymer:**

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

### **PART IV: RFP SUBMITTAL INSTRUCTIONS & FORMAT**

#### **A. MINIMUM QUALIFICATIONS**

Interested respondents must be currently licensed to do business in the State of Florida, must have been in business for a minimum of five (5) years, and provide proof of such in the submitted RFP Package. Provide laboratory testing that wastewater sludge from the four County owned Wastewater Treatment Facilities will achieve a minimum of 15% total solids with the addition of polymer. Bidder must be able to provide 55 gallon drums and 250 gallon totes of polymer. Upon award, the Contractor must obtain and provide proof of a Local Business Tax Receipt from St. Johns County, unless the respondent is a state certified contractor. Copies of any and all licenses, permits, certifications and any and all other relevant documentation must be submitted with each respondent's RFP Package on Attachment "A" – Licenses/Certifications.

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

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

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

#### **Sub-Contractors**

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

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

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

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

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

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

#### **B. RESPONDENT RESPONSIBILITIES**

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

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

By submitting a proposal, each Respondent certifies that the proposer has fully read and understands all instructions in the RFP Document, and has full knowledge of the scope, nature, and quality of work required. All proposals submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days following the proposal due date. The County reserves the right to extend this timeframe as necessary to complete contract execution.

#### **C. TRADE SECRETS**

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted. All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

#### **D. CONFLICT OF INTEREST**

Respondents must certify that they presently have no interest, and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify

that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

**E. USE OF COUNTY LOGO**

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

**F. RFP PACKAGE SUBMITTAL INSTRUCTIONS**

The submitted proposal must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the proposals.

Proposals shall be submitted in a sealed envelope or container, and labeled, on the exterior of the package, with the Respondent's full legal company name and mailing address, as well as "RFP No: 20-47: Supply of Polymer". **Proposals shall be mailed or hand-delivered to the St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084.** Proposals must be submitted, in the format provided herein, by or before **four o'clock (4:00PM) EST on Thursday, April 16, 2020.** St. Johns County Purchasing will not accept any Proposals that are not submitted in the manner described above. Any unsealed, unlabeled, or otherwise incomplete packages may be rejected. Any packages received after the deadline as provided above, shall not be provided to the Evaluation Committee for review, and shall be returned to the sender, unopened.

**G. RFP PACKAGE COMPONENTS:**

All of the components outlined below must be included with each copy of the proposal and submitted as follows: one (1) hard-copy original proposal and one (1) exact electronic PDF copy of the proposal on a USB Drive. The original hard-copy of the Respondent's proposal shall be submitted on 8 1/2" X 11" pages, numbered, and all headings, sections and sub-sections shall be identified appropriately.

Failure to provide any material information as required in this RFP Document may be grounds for a submitted proposal to be deemed non responsive to the requirements provided in this RFP, and may remove the Respondent from further evaluation or consideration.

All Proposals must include the following components:

<u>Section</u>	<u>Topic</u>
1	Proposal Cover Page and Cover Letter
2	Qualifications and Experience of Company
3	Chemical Make-Up of Polymer and Laboratory Testing
4	Available Methods of Delivery
5	Pricing Proposal
6	Other Required Forms

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is highly recommended that proposals be organized in the manner specified as follows:

**Section 1: Proposal Cover Page & Cover Letter**

In this section, Respondent shall complete and submit the Proposal Cover Page, and provide a cover letter that should provide the following:

- The Respondent Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include location address of office that will administer this Contract
- All contact information, including name, title, phone number, fax number, e-mail address, and mailing address of the authorized Representative(s) of the Respondent's organization who will be responsible for answering any questions regarding the RFP, and those representatives who will be responsible for negotiating and executing contracts.
- Highlights of the Respondent's qualifications and ability to perform the project services



- Profile - Provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations
- A brief statement of the respondent's understanding of the services provided in this RFP

## **Section 2: Qualifications & Experience of Company**

Minimum Qualifications: Bidders must have, and show proof of the following:

1. A minimum of five (5) years' experience in the business of providing Polymer;
2. Must be able to provide 55 gallon drums, and 250 gallon totes of polymer.
3. Must be fully licensed to do business in the State of Florida;
4. 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 "A" – License/Certification List and attach a copy of any and all licenses/certifications/permits and complete Attachment "B" – Experience of Bidder and submit with each copy of their Bid Proposal.

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

**The County reserves the right to contact any or all of the representatives from the list of experience submitted by any Respondent to verify relevance, satisfactory completion/performance of services. The County may utilize this information in its consideration of any Respondent prior to moving forward with evaluation or recommendation for award.**

## **Section 3: Chemical Make-Up of Product and Laboratory Testing**

Each Respondent must provide the chemical makeup of the polymer supplied by his respondent, including any and all MSDS information as well as background information as to the performance of his polymer in the kind of use as described herein. Provide laboratory testing that wastewater sludge from the four County owned Wastewater Treatment Facilities will achieve a minimum of 15% total solids with the addition of polymer.

## **Section 4: Available Methods of Delivery**

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

## **Section 5: Pricing Proposal**

Each Respondent shall submit a Unit Price per pound for their proposed polymer product. This information shall be provided on Pricing Proposal provided herein.

## **Section 6: Administrative Information**

- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Form (Complete and Submit)
- Copies of all issued Addenda (Acknowledge and Submit as applicable)

## **PART V: EVALUATION & AWARD**

### **A. EVALUATION OF RESPONSES:**

All properly submitted and responsive Proposals shall be evaluated by an Evaluation Committee of no less than three (3) representatives. The Evaluation Committee may consist of County Staff, and additional field experts, as applicable to meet the needs of the County. Each Evaluation Committee Team Member will receive a set of all of the submitted proposals, and

an electronic copy of the RFP document with all issued Addenda, an Evaluator's Score Sheet and an Evaluator's Narrative Sheet. Evaluators shall review and score the submitted, responsive, RFP Packages individually, with no interaction or communication with any other individual outside of the public evaluation meeting. Evaluators' scores shall be announced, and proposals shall be publicly ranked at the Evaluation Meeting.

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

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County.

**B. EVALUATION CRITERIA:**

It is the intention of St. Johns County to evaluate, and rank responsive proposals from highest to lowest utilizing the evaluation criteria listed below:

	<b>Criteria</b>	<b>Points</b>
1.	<b>RFP Format</b>	<b>5</b>
2.	<b>Qualifications &amp; Experience of Company</b>	<b>20</b>
3.	<b>Chemical Makeup of Product and Laboratory Testing</b>	<b>35</b>
4.	<b>Available Methods of Delivery</b>	<b>25</b>
5.	<b>Pricing Proposal</b>	<b>15</b>
	<b>Total Score Available per Evaluator</b>	<b>100</b>

**C. FORMULA FOR PRICING PROPOSAL:**

The Pricing proposal submitted by each Respondent shall be scored in accordance with the formula provided below. The total score for this criterion is fifteen (15) points, which means that ten (15) points is the maximum available for Pricing.

Pricing Proposal Scoring Formula:

<b>Vendor</b>	<b>Proposed Annual Budget</b>	<b>Percentage</b>	<b>By</b>	<b>Weight</b>	<b>Equals</b>	<b>Weighted Score:</b>
A	\$100,000	100	X	15	=	15
B	\$125,000	80	X	15	=	12
C	\$250,000	40	X	15	=	6

**D. PRESENTATIONS BY SHORT-LISTED FIRMS:**

In the event the Evaluation Committee and Purchasing Department determines that presentations from shortlisted firms are necessary to make a final recommendation, shortlisted firms will be notified by the County. Presentations will be evaluated by the Evaluation Committee, and the scores for the presentations shall be added to the scores for the proposal for each firm, to determine the Total Score for each firm. The criteria by which presentations will be scored will be provided to the shortlisted firms with the above referenced notification by the County.

**E. RECOMMENDATION FOR AWARD:**

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein. Upon approval by the Board of County Commissioners, County Staff shall begin negotiations, and if terms and conditions are agreeable to all parties, an agreement shall be issued and executed by all parties.

**F. PROTEST PROCEDURES:**

Any respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Proposals, shall file, with the SJC Purchasing Department a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation,

publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The full protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County's Purchasing Manual. All terms and conditions of the County's Purchasing Manual are hereby incorporated into this RFP Document by reference, and are fully binding.

**RFP NO: 20-47; SUPPLY OF POLYMER  
EVALUATORS'S SCORE SHEET EXAMPLE**

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

**DATE:  
PROJECT:**

**CRITERIA RANKING:**

<b>Respondents</b>	<b>RFP Format</b>	<b><u>Qualifications &amp; Experience of Company</u></b>	<b><u>Chemical Make-up of Product and Laboratory Testing</u></b>	<b>Available Methods of Delivery</b>	<b>Pricing Proposal</b>	<b>Total Annual Price</b>	<b>TOTAL SCORE</b>
	5 Points Max	20 Points Max	35 Points Max	25 Points Max	15 Points Max		0 - 100

**SIGNATURE OF RATER: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_**

**RFP NO: 20-47; SUPPLY OF POLYMER**

**PART VI: CONTRACT REQUIREMENTS**

**A. CONTRACT AGREEMENT & TERM:**

The Contract Agreement shall be on a form furnished by the County, and agreed upon by both parties. The Initial Contract Term shall be for a period of three (3) calendar years. There shall be one (1) two (2) year renewal period available to be exercised by the County, upon satisfactory performance by the awarded firm, mutual agreement by both parties, the availability of funds, with approval by the Board of County Commissioners.

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

**B. CONTRACT PRICING:**

The pricing agreed upon by both parties, and included in the Contract shall remain firm throughout the duration of the initial term of the Agreement. Changes to prices shall only be considered at the time contract renewals are processed. The Contractor shall be required to submit any request for changes to the Contract Pricing no less than ninety (90) days prior to the effective date of any contract renewal period. Changes to Contract Pricing must be justified by the awarded firm, by providing proof of increases to costs to the awarded firm, or changes in governmental regulation. Any change to Contract Pricing shall be negotiated between the County and the awarded firm, and shall not go into effect until a Contract Amendment has been issued, and signed by both parties.

**C. COMPENSATION & METHOD OF PAYMENT:**

St. Johns County shall compensate the awarded firm based upon the amounts agreed upon by both parties, through negotiations, and as provided in the Contract Agreement, or policy. It is strictly understood that the awarded firm is not entitled to any amount of compensation. Rather, the awarded firms' compensation shall be based upon the awarded firm's adhering to the Scope of Work, detailed in the Contract. As such, the awarded firm's compensation is dependent upon satisfactory completion of the required services, provided herein.

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

The awarded firm shall invoice the County in the manner and at the frequency as set forth by the County, and provided in the Contract Agreement, or policy, for these services.

**D. REVENUE REMITTANCE TO COUNTY**

The Contractor shall remit all revenue collected on a daily or weekly basis, as negotiated and approved in the awarded Contract, utilizing electronic payments. The County shall establish payment-only access to the Contractor to make these payments.

**E. CONTRACT PERFORMANCE:**

At any point in time during the term of the Contract with the awarded firm, County Staff may review records of performance to ensure that the awarded firm is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a awarded firm no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

**F. TERMINATION:**

Failure on the part of the awarded firm to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the awarded firm fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The awarded firm shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the awarded firm.

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

In the event of termination of the Contract Agreement, or policy, for any reason, the earned fees or other consideration shall be computed on a pro rata basis without penalty, and the awarded firm shall refund the excess of paid fees or other consideration to St. Johns County, within thirty (30) days from the effective date of termination.

**G. INSURANCE REQUIREMENTS:**

Each Respondent shall be required to demonstrate the minimum insurance coverage, stated below, which shall be required throughout the duration of the Contract. If any Respondent does not currently carry insurance coverage(s) at the minimum levels provided below, the Respondent shall be required to provide a Certification Letter from an Insurance Provider, stating that the Respondent is eligible for coverage in at least the amounts, as provided herein.

Upon award, the Contractor shall not commence work under the awarded Agreement 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. The County shall specifically be named as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must be provided along with the Certificate of Insurance.

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

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

The Contractor shall maintain throughout the life of the awarded Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain throughout the life of the awarded Agreement, Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain throughout the life of the awarded 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.

**H. INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, 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, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Sub-consultant, 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 Consultant, a Sub-consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

**I. LICENSES, PERMITS & FEES:**

The awarded firm shall be required to obtain and maintain throughout the duration of the Contract, any and all licenses relative to the performance of the work specified herein, proposed by the Respondent, or included in the final executed Contract Agreement. The awarded firm shall be responsible for obtaining any and all applicable permits, and paying any and all fees associated with the required permits, or for the completion of the required scope of work provided in the Contract.

**J. GOVERNING LAWS & REGULATIONS:**

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

**K. Cooperative or Piggyback by Public Agencies:**

Upon award of a Contract Agreement by the County, Contractor agrees that the Contract Agreement is available for piggybacking by any County or State agencies, or any Political Subdivisions of the State of Florida. Agencies wishing to piggyback may do so using the same terms and conditions as provided herein, or may negotiate alternative terms to suit the needs of their respective agency. St. Johns County does not assume any liability or obligation for any contract executed between the Contractor and any other agency.

**RFP NO: 20-47; SUPPLY OF POLYMER**

**PART VII: ATTACHMENTS/FORMS**



**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

**COVER PAGE**

**SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND  
ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL IN A SEALED ENVELOPE  
OR CONTAINER TO:**

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084

**COMPANY NAME:** Fort Bend Services, Inc.

**DATE:** July 28, 2020

P.O. Box 1688 Stafford, Texas 77497

Mailing Address (Street Address, City, State, Zip Code)

**AUTHORIZED COMPANY REPRESENTATIVE**

David James - Vice President of Sales

Printed Name & Title

281-261-5199

Phone Number

djames@fortbendservices.com

Email Address



**Fort Bend Services, Inc.**  
Water & Waste Treatment Specialists

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

**FORT BEND SERVICES, INC. IS AN INDEPENDENT WOMAN OWNED HUB  
CERTIFIED PRIVATE COMPANY**

**CEO/PRESIDENT**

**LANASA MOYER**  
**13303 REDFISH LANE**  
**STAFFORD, TEXAS 77477**

**VICE PRESIDENT OF  
OPERATIONS**

**TAMMY FABER**  
**13303 REDFISH LANE**  
**STAFFORD, TEXAS 77477**

**VICE PRESIDENT OF  
SALES**

**DAVID JAMES**  
**13303 REDFISH LANE**  
**STAFFORD, TEXAS 77477**

**FORT BEND SERVICES, INC. HAS OVER 200 COMBINED YEARS OF  
EXPERIENCE IN WATER AND WASTEWATER TREATMENT. WE HAVE 28  
FULL TIME EMPLOYEES AND COVER THE UNITED STATES COAST TO  
COAST. FORT BEND SERVICES HAS BEEN IN BUSINESS FOR OVER 36  
YEARS. FORT BEND SERVICES, INC. IS ONE OF THE LARGEST  
RESELLERS AND DISTRIBUTORS OF POLYMER AND COAGULANTS IN  
THE UNITED STATES. WE REPRESENT THE MAJOR POLYMER  
MANUFACTURERS SNF, KEMIRA, AND SOLENIS/BASF.**

**THE REPRESENTATIVES FOR FORT BEND SERVICES, INC. FOR THIS  
PROJECT ARE:**

**CHRIS MCRAE**

**813-765-0471**

**STEVE FARRELL**

**281-829-5897**

**THEY HAVE OVER 70 YEARS COMBINED EXPERIENCE IN MUNICIPAL  
AND INDUSTRIAL WATER AND WASTEWATER TREATMENT.**

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

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

[www.fortbendservices.com](http://www.fortbendservices.com)



**Fort Bend Services, Inc.**  
Water & Waste Treatment Specialists

## COMPANY QUALIFICATIONS

**SUBJECT: FORT BEND SERVICES, INC.**

**FORT BEND SERVICES, INC. IS A WATER AND WASTEWATER TREATMENT COMPANY. WE HAVE BEEN TREATING MUNICIPAL AND INDUSTRIAL WATER AND WASTEWATER FACILITIES FOR OVER 36 YEARS. WE HAVE 28 FULL TIME EMPLOYEES WITH OVER 200 COMBINED YEARS OF EXPERIENCE. WE ARE ONE OF THE LARGEST DISTRIBUTORS AND RESELLERS OF COAGULANTS AND POLYMERS IN THE UNITED STATES. REPRESENTATIVES FROM OUR COMPANY ARE LOCATED THROUGHOUT THE NATION AND COVER THE USA FROM COAST TO COAST.**

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

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

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

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

[www.fortbendservices.com](http://www.fortbendservices.com)



# Technical Data Sheet

## FBS C1282

<b>Form:</b>	Viscous liquid
<b>Color:</b>	Milky
<b>Ionic Character:</b>	Cationic
<b>Charge Density:</b>	High
<b>Molecular Weight:</b>	High
<b>Approximate Bulk Density:</b>	1.03
<b>pH:</b>	3.0 – 7.0 @ 5 g/l
<b>Bulk Viscosity (cps):</b>	1200
<b>Maximum Concentration (g/l):</b>	5
<b>Stability of D.I. Solutions (days):</b>	1
<b>Dilution to obtain 5 g/l active content:</b>	84
<b>Approximate viscosity @ 5 g/l active content:</b>	3000
<b>Storage temperature (°C):</b>	0 – 35
<b>Shelf life (months):</b>	6

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

**Packaging:**

<b>Pails</b>	<b>25 kg / 40 Lb</b>
<b>Drums</b>	<b>205 kg / 450 Lb</b>
<b>IBC</b>	<b>1050 kg / 2300 Lb</b>

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

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



Fort Bend Services, Inc.  
Water & Waste Treatment Specialists

# SAFETY DATA SHEET

## FBS C1282

### I. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: FBS C1282

CHEMICAL NAME: Cationic water-soluble polymer in emulsion

PRODUCT USE: Flocculation/Dewatering agent

SUPPLIER: Fort Bend Services Inc.  
13303 Redfish Lane  
Stafford, TX 77477 USA

Tel: 281-261-5199

Tel: 800-933-3678

EMERGENCY TELEPHONE:

CHEMTREC: 1-800-424-9300

IDENTIFICATION NO:

### II. HAZARDS IDENTIFICATION

#### Emergency overview

Caution – Slippery when wet!

Eye wash fountains and safety showers must be readily accessible.

#### Potential health effects

##### **Primary routes of exposure:**

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

##### **Chronic toxicity:**

##### **Sensitization:**

Not sensitizing.

##### **Carcinogenicity:**

Not carcinogenic.

##### **Reproductive toxicity:**

Not toxic for reproduction

##### **Mutagenicity:**

Not mutagenic

### III. COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component	CAS Number	Concentration	Hazard Classification
Distillates, petroleum, hydrotreated light	64742-47-8	20 – 30%	Asp. Tox 1; H304
Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched	69011-36-5	< 5.0%	Acute Tox. 4; H302, Eye Dam. 1; H318

### IV. FIRST AID MEASURES

#### **INHALATION:**

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

#### **INGESTION:**

Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

#### **SKIN CONTACT:**

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

#### **EYE CONTACT:**

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

### V. FIRE-FIGHTING MEASURES

Flash point

does not flash

Self-ignition temperature

not self-igniting

#### **SUITABLE EXTINGUISHING MEDIA:**

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

#### **ADDITIONAL INFORMATION:**

Avoid use of water jet. If water is used, restrict pedestrian and vehicular traffic in areas where slip hazard may exist.

Contaminated extinguishing water must be disposed of in accordance with official regulations.

#### **HAZARDS DURING FIRE-FIGHTING:**

Thermal decomposition may produce:

hydrogen chloride gas, nitrogen oxides, carbon oxides.

Hydrogen cyanide may be produced in the event of combustion in an oxygen deficient atmosphere.

Spilled product is slippery underfoot. Extremely slippery when wet.

**PROTECTIVE EQUIPMENT FOR FIRE-FIGHTING:**

Wear a self-contained breathing apparatus and protective suit.

**VI. ACCIDENTAL RELEASE MEASURES**

**PERSONAL PRECAUTIONS:**

Use personal protective clothing.

**ENVIRONMENTAL PRECAUTIONS:**

Do not discharge into drains/surface waters/groundwater.

**SPILL CLEAN UP METHODS:**

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

**VII. HANDLING AND STORAGE**

**HANDLING:**

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

Handle in accordance with good industrial hygiene and safety practices.

**STORAGE:**

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

**VIII. EXPOSURE CONTROLS/PERSONAL PROTECTION**

**COMPONENTS WITH OCCUPATIONAL EXPOSURE LIMITS:**

Distillates (petroleum), hydrotreated light ACGIH 200 mg/m<sup>3</sup> 8 hour

**ENGINEERING CONTROLS:**

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs; natural ventilation is adequate in absence of mists.

**PROTECTIVE EQUIPMENT:**



**RESPIRATORY EQUIPMENT:**

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

**HAND PROTECTION:**

PVE or other plastic material gloves

**EYE PROTECTION:**

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

**SKIN PROTECTION:**

Protective clothing

**HYGIENE MEASURES:**

Handle in accordance with good industrial hygiene and safety practice

**IX. PHYSICAL AND CHEMICAL PROPERTIES**

<b>FORM:</b>	Viscous liquid
<b>ODOR:</b>	Aliphatic
<b>COLOR:</b>	Milky white
<b>pH:</b>	4 – 6 (5 g/l)
<b>RELATIVE DENSITY:</b>	1.0 – 1.1
<b>MELTING/FREEZING POINT:</b>	< 5° C
<b>BOILING POINT:</b>	> 100° C
<b>AUTOIGNITION TEMPERATURE:</b>	Does not ignite
<b>FLASH POINT:</b>	Does not flash
<b>DECOMPOSITION TEMPERATURE:</b>	> 150° C
<b>VAPOR DENSITY:</b>	0.804 g/litre @ 20° C
<b>VAPOR PRESSURE:</b>	2.3 kPa @ 20° C
<b>VISCOSITY:</b>	> 20.5 MM <sup>2</sup> /s @ 40° C
<b>SOLUBILITY IN WATER:</b>	Soluble, solubility limited by viscosity

**X. STABILITY AND REACTIVITY**

**CONDITIONS TO AVOID:**

Avoid extreme temperatures; protect from frost, heat and sunlight.

**SUBSTANCES TO AVOID:**

Oxidizing agents may cause exothermic reactions.

**HAZARDOUS REACTIONS:**

Stable under normal conditions. Hazardous polymerization does not occur.

**HAZARDOUS DECOMPOSITION PRODUCTS:**

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides, carbon oxides.  
Hydrogen cyanide may be produced in the event of combustion in an oxygen deficient atmosphere.

## XI. TOXICOLOGICAL INFORMATION

### ACUTE TOXICITY

#### ORAL:

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

#### DERMAL:

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

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

### IRRITATION/CORROSION

**SKIN:** Not irritating

**EYE:** Not irritating

**SENSITIZATION:** Not sensitizing

#### Relevant information on the hazardous components:

##### Distillates, petroleum hydrotreated light

Acute oral toxicity:	LD50/oral/rat	> 5000 mg/kg OECD 401
Acute dermal toxicity:	LD50/dermal/rabbit	> 5000 mg/kg OECD 402
Acute inhalation toxicity:	LC50/inhalation/4 hr/rat	4951 mg/m <sup>3</sup> OECD 403
Skin corrosion/irritation:	Not irritating OECD 404	
Eye corrosion/irritation:	Not irritating OECD 405	
Sensitization:	Not expected to be sensitizing	

##### Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-,branched

Acute oral toxicity:	LD50/oral/rat	500 - 2000 mg/kg
Acute dermal toxicity:	LD50/dermal/rabbit	> 2000 mg/kg
Acute inhalation toxicity:	No data available	
Skin corrosion/irritation:	Not irritating	
Eye corrosion/irritation:	Causes serious eye irritation	
Sensitization:	Not expected to be sensitizing	

## XII. ECOLOGICAL INFORMATION

### Fish

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

### Aquatic invertebrates

Acute:  
Daphnia m./EC50 (48 h): 10 -100 mg/L (Estimated)

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

### Environmental Fate

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

**Degradation:** Readily biodegradable

**Bioaccumulation:** Does not bioaccumulate.

#### Relevant information on the hazardous components:

##### Distillates, petroleum, hydrotreated light

Acute toxicity to fish:	LC50/Oncorhynchus mykiss/96 hr	>1000 mg/L
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hr	>1000 mg/L
Acute toxicity to algae:	ICO/Pseudokirchneriella subcapitata/72 hr	>1000 mg/L
Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 day	>1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 day	>1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/48 hr	>1000 mg/L

##### Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-,branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hr	1 - 10 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hr	1 - 10 mg/L (Estimated)

Acute toxicity to algae: IC50/Algae/72 hr 1 - 10 mg/L (Estimated)  
 Chronic toxicity to fish: No data available.  
 Chronic toxicity to invertebrates: No data available.  
 Toxicity to microorganisms: EC10/activated sludge/17 hr > 10000 mg/L

**XIII. DISPOSAL CONSIDERATIONS**

**WASTE MANAGEMENT:**

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

**CONTAINER DISPOSAL:**

Dispose of in a licensed facility. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.  
 Product as supplied is not considered RCRA hazardous.

**XIV. TRANSPORT INFORMATION**

**LAND TRANSPORT:**

US DOT Not classified as a dangerous good under transport regulations

**SEA TRANSPORT:**

IMDG Not classified as a dangerous good under transport regulations

**AIR TRANSPORT:**

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

**XV. REGULATORY INFORMATION**

**US SARA Reporting Requirements:**

SARA 311/312: Not concerned

**CALIFORNIA PROP. 65:**

The product contains the following substance(s) known to the State of California to cause cancer: Acrylamide

**INTERNATIONAL INVENTORIES:**

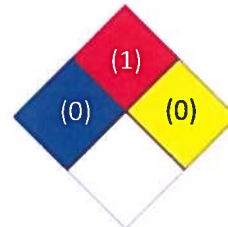
TSCA: All components are listed or exempt from listing

**XVI. OTHER INFORMATION**

**HAZARDOUS MATERIAL INFORMATION SYSTEM (HMIS)**

**NATIONAL FIRE PROTECTION ASSN (NFPA)**

<b>HEALTH</b>	<b>0</b>
<b>FLAMMABILITY</b>	<b>1</b>
<b>PHYSICAL</b>	<b>0</b>
<b>PERSONAL PROTECTION</b>	<b>B</b>



**GENERAL INFORMATION:**

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





Pace Analytical Services, LLC  
8 East Tower Circle  
Ormond Beach, FL 32174  
(386)672-5668

July 23, 2020

C. McRae  
Fort Bend Services, Inc.  
1518 Brooksbend Drive  
Wesley Chapel, FL 33453

RE: Project: St. Johns Co. Polymer Bid  
Pace Project No.: 35564099

Dear C. McRae:

Enclosed are the analytical results for sample(s) received by the laboratory on July 17, 2020. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:  
• Pace Analytical Services - Ormond Beach

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Bill White  
bill.white@pacelabs.com  
(386) 672-5668  
Project Manager

Enclosures



## REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,  
without the written consent of Pace Analytical Services, LLC.



## CERTIFICATIONS

Project: St. Johns Co. Polymer Bid  
Pace Project No.: 35564099

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### Pace Analytical Services Ormond Beach

8 East Tower Circle, Ormond Beach, FL 32174  
Alaska DEC- CS/UST/LUST  
Alabama Certification #: 41320  
Arizona Certification# AZ0819  
Colorado Certification: FL NELAC Reciprocity  
Connecticut Certification #: PH-0216  
Delaware Certification: FL NELAC Reciprocity  
Florida Certification #: E83079  
Georgia Certification #: 955  
Guam Certification: FL NELAC Reciprocity  
Hawaii Certification: FL NELAC Reciprocity  
Illinois Certification #: 200068  
Indiana Certification: FL NELAC Reciprocity  
Kansas Certification #: E-10383  
Kentucky Certification #: 90050  
Louisiana Certification #: FL NELAC Reciprocity  
Louisiana Environmental Certificate #: 05007  
Maryland Certification: #346  
Michigan Certification #: 9911  
Mississippi Certification: FL NELAC Reciprocity  
Missouri Certification #: 236

Montana Certification #: Cert 0074  
Nebraska Certification: NE-OS-28-14  
New Hampshire Certification #: 2958  
New Jersey Certification #: FL022  
New York Certification #: 11608  
North Carolina Environmental Certificate #: 667  
North Carolina Certification #: 12710  
North Dakota Certification #: R-216  
Ohio DEP 87780  
Oklahoma Certification #: D9947  
Pennsylvania Certification #: 68-00547  
Puerto Rico Certification #: FL01264  
South Carolina Certification: #96042001  
Tennessee Certification #: TN02974  
Texas Certification: FL NELAC Reciprocity  
US Virgin Islands Certification: FL NELAC Reciprocity  
Virginia Environmental Certification #: 460165  
West Virginia Certification #: 9962C  
Wisconsin Certification #: 399079670  
Wyoming (EPA Region 8): FL NELAC Reciprocity

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## REPORT OF LABORATORY ANALYSIS

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Pace Analytical Services, LLC  
8 East Tower Circle  
Ormond Beach, FL 32174  
(386)672-5668

### SAMPLE SUMMARY

Project: St. Johns Co. Polymer Bid  
Pace Project No.: 35564099

Lab ID	Sample ID	Matrix	Date Collected	Date Received
35564099001	N. W. WWTP	Solid	07/16/20 08:00	07/17/20 13:44
35564099002	Anastasia Island	Solid	07/16/20 09:00	07/17/20 13:44
35564099003	St. Rt 16 WWTP	Solid	07/16/20 11:30	07/17/20 13:44

### REPORT OF LABORATORY ANALYSIS

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Pace Analytical Services, LLC  
8 East Tower Circle  
Ormond Beach, FL 32174  
(386)672-5668

### SAMPLE ANALYTE COUNT

Project: St. Johns Co. Polymer Bid  
Pace Project No.: 35564099

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
35564099001	N. W. WWTP	ASTM D2974-87	JM2	1	PASI-O
35564099002	Anastasia Island	ASTM D2974-87	JM2	1	PASI-O
35564099003	St. Rt 16 WWTP	ASTM D2974-87	JM2	1	PASI-O

PASI-O = Pace Analytical Services - Ormond Beach

### REPORT OF LABORATORY ANALYSIS

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**ANALYTICAL RESULTS**

Project: St. Johns Co. Polymer Bid  
 Pace Project No.: 35564099

**Sample: N. W. WWTP** Lab ID: 35564099001 Collected: 07/16/20 08:00 Received: 07/17/20 13:44 Matrix: Solid  
*Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.*

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
<b>Percent Moisture</b>	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	83.8	%	0.10	0.10	1		07/22/20 15:54		

**Sample: Anastasia Island** Lab ID: 35564099002 Collected: 07/16/20 09:00 Received: 07/17/20 13:44 Matrix: Solid  
*Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.*

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
<b>Percent Moisture</b>	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	85.6	%	0.10	0.10	1		07/22/20 15:54		

**Sample: St. Rt 16 WWTP** Lab ID: 35564099003 Collected: 07/16/20 11:30 Received: 07/17/20 13:44 Matrix: Solid  
*Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.*

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
<b>Percent Moisture</b>	Analytical Method: ASTM D2974-87 Pace Analytical Services - Ormond Beach								
Percent Moisture	83.0	%	0.10	0.10	1		07/22/20 15:55		

**REPORT OF LABORATORY ANALYSIS**

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**Fort Bend Services, Inc.**  
Water & Waste Treatment Specialists

**FORT BEND SERVICES, INC. HAS BEEN IN BUSINESS  
FOR OVER 36 YEARS.**

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

**OFFICE HOURS: 1-800-933-3678  
MONDAY-FRIDAY 8:00 AM TO 5:00 PM  
ORDER DEPARTMENT: KATHY MOORE  
GILBERT SANCHEZ**

**CONTACT PERSON FOR INSURANCE:  
CHRISTY LeBLANC [cleblanc@fortbendservices.com](mailto:cleblanc@fortbendservices.com)**

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

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

[www.fortbendservices.com](http://www.fortbendservices.com)



**Fort Bend Services, Inc.**  
Water & Waste Treatment Specialists

July 28, 2020

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

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

<b>55 GALLON DRM</b>	<b>450# NET DRUM</b>	<b>\$1.22/LB</b>	<b>\$540.00/DRUM</b>
<b>300 GALLON TOTE</b>	<b>2300# NET TOTE</b>	<b>\$1.22/LB</b>	<b>\$2806.00/TOTE</b>

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

<b>55 GALLON DRUM</b>	<b>450# NET DRUM</b>	<b>\$1.32/LB</b>	<b>\$594.00/DRUM</b>
<b>300 GALLON TOTE</b>	<b>2300# NET TOTE</b>	<b>\$1.32/LB</b>	<b>\$3036.00/TOTE</b>

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

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

[www.fortbendservices.com](http://www.fortbendservices.com)

RFP NO: 20-47

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: Supply of Polymer

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

DATE SUBMITTED: July 28, 2020

**PRICE PROPOSAL OF**

Fort Bend Services, Inc.

Full Legal Company Name P.O. Box 1688 Stafford, Texas 77497	281-261-5199	281-261-2295
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Proposal Documents and Specifications entitled for RFP No: 20-47; Supply of Polymer in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following proposal quoted in this Price Proposal summarized as follows:

FOR: Supply of Polymer Factory Direct

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the prices submitted below. These prices shall be final cost to the County. No fuel surcharges, transportation surcharges, treatment or disposal costs, or any other fees or costs shall be paid in addition to the prices submitted below.

- 1. Unit price per 55 gallon drum: \$ 540.00 X 122 each 55 gallon drums = \$ 65,880.00 (total unit price)
- 2. Unit price per 250 gallon tote: \$ 2806.00 X 86 each 250 gallon totes = \$ 241,316.00 (total unit price)

ESTIMATED TOTAL ANNUAL PRICE PROPOSAL (add total of unit price items 1 & 2): \$ 307,196.00

ESTIMATED TOTAL ANNUAL PRICE WRITTEN: \$ Three hundred seven thousand one hundred ninety-six dollar

Each Bidder shall type, or print legibly, in blue or black ink, the numerical amounts for each of the items listed above.

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

The above quantities are for evaluation purposes and are not guaranteed. The County reserves the right to purchase either more or less of the product at the Unit Price proposed above.



RFP NO: 20-47

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: Supply of Polymer

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

DATE SUBMITTED: July 28, 2020

**PRICE PROPOSAL OF**

Fort Bend Services, Inc.

Full Legal Company Name P.O. Box 1688 Stafford, Texas 77497	281-261-5199	281-261-2295
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Proposal Documents and Specifications entitled for RFP No: 20-47; Supply of Polymer in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following proposal quoted in this Price Proposal summarized as follows:

FOR: Supply of Polymer Florida Warehousing

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the prices submitted below. These prices shall be final cost to the County. No fuel surcharges, transportation surcharges, treatment or disposal costs, or any other fees or costs shall be paid in addition to the prices submitted below.

- 1. Unit price per 55 gallon drum: \$ 594.00 X 122 each 55 gallon drums = \$ 72,468.00 (total unit price)
- 2. Unit price per 250 gallon tote: \$ 3036.00 X 86 each 250 gallon totes = \$ 261,096.00 (total unit price)

ESTIMATED TOTAL ANNUAL PRICE PROPOSAL (add total of unit price items 1 & 2): \$ 333,564.00

ESTIMATED TOTAL ANNUAL PRICE WRITTEN: \$ Three hundred thirty three thousand five hundred sixty four dollars

Each Bidder shall type, or print legibly, in blue or black ink, the numerical amounts for each of the items listed above.

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

The above quantities are for evaluation purposes and are not guaranteed. The County reserves the right to purchase either more or less of the product at the Unit Price proposed 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 Response", 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: March 18, 2020

No.: 2 Date Received: March 26, 2020

No.: 3 Date Received: July 8, 2020

No.: 4 Date Received: July 13, 2020

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 RFP 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 RFP Documents as indicated above.

If the Undersigned is notified of the acceptance of this RFP 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 RFP has been accepted for the above stated compensation in the form of a Contract presented by the County.



FORTBEN-03

RACHW

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**6/15/2020**

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  
Carroll Insurance Agency Ltd.  
14906 FM 529  
Houston, TX 77095

CONTACT NAME:	
PHONE (A/C, No, Ext):	(281) 656-3000
FAX (A/C, No):	(281) 656-3001
E-MAIL ADDRESS: Service@carrollins.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A :	AIG Specialty Insurance Co.
INSURER B :	Commerce and Industry Ins Co
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED  
Fort Bend Services, Inc.  
P. O. Box 1688 (77497)  
13303 Redfish Lane  
Stafford, TX 77477-1688

COVERAGES                                      CERTIFICATE NUMBER:                                      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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EG14674183	6/21/2020	6/21/2021	EACH OCCURRENCE	\$ 1,000,0
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,0
							MED EXP (Any one person)	\$ 25,0
							PERSONAL & ADV INJURY	\$ 1,000,0
							GENERAL AGGREGATE	\$ 2,000,0
							PRODUCTS - COMP/OP AGG	\$ 2,000,0
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA4784921	6/21/2020	6/21/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,0
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			EGU14681004	6/21/2020	6/21/2021	EACH OCCURRENCE	\$ 4,000,0
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 4,000,0
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	
							OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

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

CERTIFICATE HOLDER  
St. Johns County, FL  
500 San Sebastian View  
St. Augustine, FL 32084

CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE  
*David A. Lewis*



## ADDITIONAL REMARKS SCHEDULE

AGENCY Carroll Insurance Agency Ltd.		NAMED INSURED Fort Bend Services, Inc. P. O. Box 1688 (77497) 13303 Redfish Lane Stafford, TX 77477-1688 Fort Bend	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Additional Remarks

The General Liability and Auto policies include a Blanket Additional Insured Endorsement provision that provides additional insured status to the certificate holder only when there is a written contract that requires such status. The contractual liability coverage provided by the General Liability is standard and may not cover all liabilities assumed by the named insured under its contract with the certificate holder.

The General Liability, Auto and Workers Compensation policies include a Blanket Waiver of Subrogation Endorsement that provides this feature only when there is a written contract that requires such status.

The General Liability, Auto and Workers Compensation policies include a Blanket Notice of Cancellation to certificate holders. The endorsement provides 30 days advanced notice if the policy is cancelled by the company other than for nonpayment of premium, 11 days notice after the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company.

Umbrella Follow Form: Any person or organization, other than the Named Insured, included as an additional insured under Scheduled Underlying Insurance, but not for broader coverage than would be afforded by such Scheduled Underlying Insurance.



# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2742264

DATE (MM/DD/YYYY)  
09/17/2019

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 of this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>Lockton Companies, LLC</b> <b>2100 Ross Ave., Suite 1400</b> <b>Dallas, TX 75201</b>	<b>CONTACT NAME:</b> PHONE (A/C No./Ext): <b>214-771-4411</b>	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS: wc@resourcingedge.com</b>		
<b>INSURED</b>  <b>Resourcing Edge I, LLC L/C/F</b> <b>Fort Bend Services, Inc</b> <b>1309 Ridge Rd., Suite 200</b> <b>Rockwall, TX 75087</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Indemnity Insurance Co. of North America</b>		<b>43575</b>
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

### COVERAGES CERTIFICATE NUMBER: 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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS- <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-IFCT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/N</b>	<b>N/A</b>	<b>C66694276</b>	<b>10/01/2019</b>	<b>10/01/2020</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

<b>CERTIFICATE HOLDER</b>  2742264  St Johns County FL 500 San Sebastian View St Augustine, FL 32084	<b>CANCELLATION</b>  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 
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**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

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

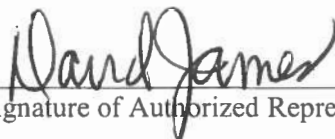
**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Fort Bend Services, Inc. does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

  
Signature of Authorized Representative

David James - Vice President of Sales

Printed Name & Title

July 28, 2020

Date

Fort Bend Services, Inc.

Full Legal Company Name

**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

**AFFIDAVIT**

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

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

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

STATE OF Texas COUNTY OF Fort Bend. Before me, the undersigned authority, personally appeared David James who, being duly sworn, deposes and says he is Vice President of Sales (Title) of Fort Bend Services, Inc. (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 20-47; Supply of Polymer.

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

Fort Bend Services, Inc.

(Proposer)

By David James -David James

Vice President of Sales

(Title)

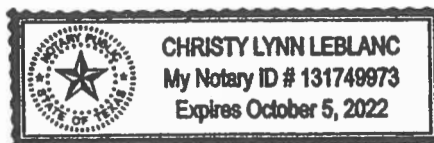
STATE OF Texas )

COUNTY OF Fort Bend )

Subscribed and sworn to before me this 28th day of July, 2020, by David James who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

Christy Lynn LeBlanc  
Notary Public

October 5, 2022  
My commission expires:



RESPONDENTS MUST EXECUTE AND SUBMIT THIS AFFIDAVIT WITH PROPOSAL. FAILURE TO SUBMIT THIS AFFIDAVIT WITH PROPOSAL SHALL BE GROUNDS FOR DISQUALIFICATION.

REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER

AFFIDAVIT OF SOLVENCY

Fort Bend Services, Inc.

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I,  
David James VP of Sales  
{insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative,  
etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of July 28, 2020.

David James  
Signature of Affiant

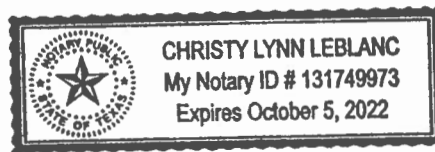
STATE OF Texas )

COUNTY OF Fort Bend )

Subscribed and sworn to before me this 28th day of July, 2020, by David James  
who personally appeared before me at the time of notarization, and who is personally known to me or who  
has produced \_\_\_\_\_ as identification.

Christy Lynn LeBlanc  
Notary Public

My commission expires:  
October 5, 2022





**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

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

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.

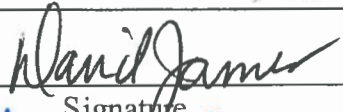
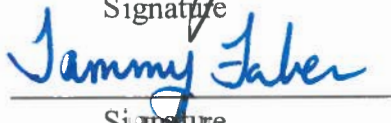
The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts 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:	<u>Fort Bend Services, Inc.</u>	
Authorized Representative(s) :	<u></u> Signature	<u>David James - VP of Sales</u> Print Name/Title
	<u></u> Signature	<u>Tammy Faber- VP of Operations</u> Print Name/Title

Fort Bend Services, Inc.  
Full Legal Company Name

**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No X If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration. N/A
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. N/A
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

N/A

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?  
Yes \_\_\_\_\_ No X If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_  
If no, please explain why? \_\_\_\_\_

N/A

7. List the status of all pending claims currently filed against your company:

N/A

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No X If yes, please explain in detail: \_\_\_\_\_

**OPTIONAL CHECKLIST**  
**REQUEST FOR PROPOSALS (RFP) NO: 20-47**  
**SUPPLY OF POLYMER**

SECTION	ATTACHMENT NAME	CHECK BOX
<b>Section 1</b>	RFP Cover Page & Cover Letter	
<b>Section 2</b>	Qualifications & Experience of Company	
<b>Section 3</b>	Chemical Make-up of Polymer and Laboratory Testing	
<b>Section 4</b>	Available Methods of Delivery	
<b>Section 5</b>	Pricing Proposal	
<b>Section 6</b>	Administrative Information (include the following):	
	Proof of Liability Insurance and Limits	
	Drug Free Work Place Form	
	RFP Affidavit	
	RFP Affidavit of Solvency	
	Conflict of Interest Form	
	Respondent's Warranty	
	Copies of all Acknowledged Addenda	
	Attachments "A" & "B"	

Statement of Lab Testing that Sawgrass Plant was not operating.

**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

**ATTACHMENT "A"  
LICENSE / CERTIFICATION LIST**

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

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

License Name	License #	Issuing Agency	Expiration Date

ATTACHMENT "B"

**LIST OF PROPOSED SUBCONTRACTORS**

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work:

<b>Company Name</b>	<b>Division/Discipline</b>	<b>Primary Contact Name</b>	<b>Contact Number and Email Address</b>
N/A			



## St. Johns County Board of County Commissioners

Purchasing Division

March 18, 2020

### ADDENDUM #1

**To:** Prospective Proposers  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No. 20-47; Supply of Polymer

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return one (1) original and one (1) electronic copy of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department, David E. Pyle, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

### QUESTIONS:

1. Could you please provide a copy of the current contract, pricing and polymer items utilized by St. Johns County?

**Answer:** Attached is a copy of the initial contract and Contract Amendment #4 with current pricing and current product in use for all facilities is Cationic Polyacrylamide.

2. Fort Bend Services has supplied polymer to the counties wastewater treatment plants for a number of years. Fort Bend knows the type of polymers that will provide the necessary results at each of the plants. (1). If Fort Bend bids the same polymers currently being supplied are we required to participate in any onsite plant testing? (2). Is it possible that the bid may be postponed due the Covid-19 virus?

**Answer:** (1) The site visits are voluntary, but the vendor must submit documents showing information that meets the requirements and specifications of type of polymer they are submitting. (2) Currently the RFP will open as scheduled.

**THE RFP DUE DATE REMAINS April 16, 2020 @ 4:00 PM.**

**Acknowledgment**

 7/28/2020  
Signature and Date

David James - VP of Sales  
Printed Name/Title

Fort Bend Services, Inc.  
Company Name (Print)

Sincerely,

David E. Pyle, CPPB  
Procurement Coordinator

**END OF ADDENDUM NO. 1**



**CONTRACT AGREEMENT**  
**RFP NO: 15-49; SUPPLY OF POLYMER**  
**Master Contract #: 15-MCC-FOR-06320**

This Contract Agreement is made as of this 28<sup>th</sup> day of May, 2015, by and between St. Johns County, FL, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "St. Johns County" or the "County", and Fort Bend Services, Inc., authorized to do business in the State of Florida, hereinafter referred to as the "Contractor", with mailing address 13303 Redfish Lane, Stafford, TX 77477 Phone: (281) 261-5199, Fax: (281) 261-2295 and email: cmcrae@verizon.net.

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

**ARTICLE 1 – DURATION and RENEWAL**

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

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

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

**ARTICLE 3 - SERVICES**

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to supply polymer to the SJC Utility Department, on an as needed basis, in accordance with RFP No: 15-49 and as otherwise provided in the Contract Documents.

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

**ARTICLE 4 – SCHEDULE**

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

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

- A. St. Johns County shall compensate the Contractor based upon the Unit Price of one dollar fifteen cents (\$1.15) per pound for two to three (2-3) week delivery, and one dollar twenty five cents (\$1.25) per pound for three to five (3-5) day delivery, as submitted in the proposal, accepted by the County, and provided herein. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County Utility Department, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, the Contractor's compensation shall be based upon the Contractor's adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor's compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Contract Agreement.

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

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

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

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

#### **ARTICLE 7 – TERMINATION**

- A. This Contract may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least seven (7) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

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

- A. Should the Contractor fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than seven (7) consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.



## **ARTICLE 9 – PERSONNEL**

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

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

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

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

## **ARTICLE 10 – SUBCONTRACTING**

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

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

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

## **ARTICLE 11 – FEDERAL AND STATE TAX**

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

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

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

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

## **ARTICLE 13 - INSURANCE**

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

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

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

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

The Contractor shall also maintain for the life of this contract, Automobile Liability insurance as specified by Insurance Services Office, form number CA 0001 Symbol 1 (any auto), with an MCS 90 endorsement and a CA 9948 endorsement (or equivalent) attached if "pollutants" as defined in exclusion 11 of the commercial auto policy are to be transported. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, \$5,000,000 if "pollutants", as defined in CA 0001 exclusion 11, are to be transported.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 22 - CONTINGENT FEES**

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

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

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

#### **ARTICLE 24 - NONDISCRIMINATION**

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

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

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

#### **ARTICLE 26 - ENFORCEMENT COSTS**

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

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

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

#### **ARTICLE 28 - SEVERABILITY**

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

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

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

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Contract Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

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

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

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

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

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

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

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

and if sent to the Contractor shall be mailed to:

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

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

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

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

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

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and

(4) Meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

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

**ARTICLE 35 – NO THIRD PARTY BENEFICIARIES**

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

**ARTICLE 36 – USE OF COUNTY LOGO**

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

**ARTICLE 37 – SURVIVAL**

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

-----

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

**ST. JOHNS COUNTY, FL:**

Dawn Cardenas  
Dawn Cardenas, Purchasing Manager  
5/28/15  
Date

**LEGALLY SUFFICIENT:**

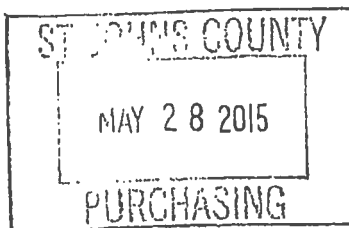
[Signature]  
Assistant County Attorney  
5/4/15  
Date of Execution

**ATTEST:  
CLERK OF COURT**

[Signature]  
Deputy Clerk  
5/28/15  
Date

**CONTRACTOR:**

Fort Bend Services, Inc  
Company Name  
David James  
Name (Type or Print)  
[Signature]  
Signature  
Polymer Sales Manager  
Title  
MAY 26, 2015  
Date



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

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

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



**EXHIBIT "B"**  
**RFP NO: 15-49; SUPPLY OF POLYMER**  
**CONTRACT SCHEDULE**

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

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

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



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT No: 04
RFP No: 15-49; Supply of Polymer
Master Contract No: 15-MCC-FOR-06320

Contractor: Fort Bend Services, Inc.
13303 Red Fish Land
Stafford, TX 77477

Date: March 22, 2019

Contract Amendment No: 4 is hereby issued to amend the above referenced Master Contract as follows:

- 1. Contract Renewal Option 4 of 4 is hereby being exercised by St. Johns County.
2. The contract time is hereby extended from June 1, 2019 for a period of one (1) year and shall expire at 11:59pm Eastern Daylight Saving Time (EDST) on May 31, 2020.
3. Unit Price for FBS C1282 is hereby increased to one dollar and twenty one cents (\$1.21) per pound for two to three (2-3) week deliveries and one dollar and thirty one cents (\$1.31) per pound for three to five (3-5) day deliveries.

St. Johns County shall compensate the vendor based upon the terms as stated in the Master Contract dated May 28, 2015.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

Signature of County Representative (Jaime T. Locklear)

3/28/19
Date

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM - Purchasing Manager
Printed Name & Title - County Representative

Signature of Contractor Representative (David James)

3/26/2019
Date:

DAVID JAMES - VICE PRESIDENT OF SALES
Printed Name & Title

ST JOHNS COUNTY
MAR 27 '19

End of Amendment No: 04

PURCHASING



**Fort Bend Services, Inc.**  
Water & Waste Treatment Specialists

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

<u>Product</u>	<u>Packaging</u>	<u>Old Price/lb</u>	<u>New Price/lb</u>
FBS C1282	450# NET DRUM	\$1.18	\$1.21
FBS C1282	2300# NET TOTE	\$1.18	\$1.21

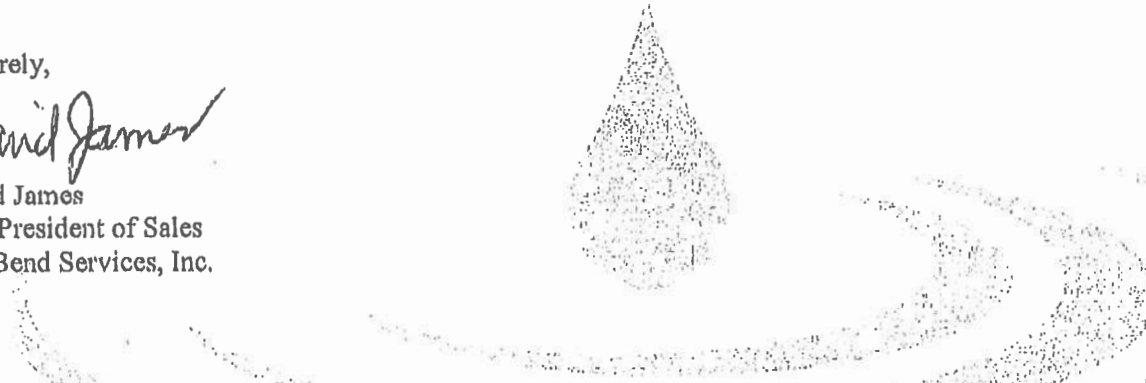
**OPTION 2 (FBS C1282)  
FLORIDA WAREHOUSING PRICE  
3-5 DAYS ARO**

<u>Product</u>	<u>Packaging</u>	<u>Old Price/lb</u>	<u>New Price/lb</u>
FBS C1282	450# NET DRUM	\$1.28	\$1.31
FBS C1282	2300# NET TOTE	\$1.28	\$1.31

Once again, we thank you for your patronage and consideration. We hope that this new pricing is acceptable and that we are able to continue our business relationship with St. Johns County, FL. Should you have any questions or require additional information, please feel free to contact me.

Sincerely,

David James  
Vice President of Sales  
Fort Bend Services, Inc.



office: 281.261.5199 ♦ toll free: 800.933.3678 ♦ fax: 281.261.2295  
office: 13303 Redfish, Stafford, TX 77477 ♦ mailing: PO Box 1688, Stafford, TX 77497  
[www.fortbendservices.com](http://www.fortbendservices.com)



## St. Johns County Board of County Commissioners

Purchasing Division

March 26, 2020

### ADDENDUM #2

**To:** Prospective Proposers  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No. 20-47; Supply of Polymer

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return one (1) original and one (1) electronic copy of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department, David E. Pyle, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

### QUESTIONS:

1. What type of dewatering equipment is used at the plants?

**Answer:** Belt presses at all facilities.

2. Are we only allowed to submit one polymer product, which will be the same product for all four plants?

**Answer:** You identify what polymer is submitted for which plant and yes you can submit one polymer for all plants as long as they meet specifications.

3. Where in the RFP do we submit the "Name" of the product, for which we're submitting pricing?

**Answer:** All product information would be submitted as part of your submittal which should include the name of the product.

4. For the allowed plant visits, (March 30th and 31st), do I show up unannounced, wherever and whenever?

**Answer:** You may arrive anytime within the limits identified within the RFP package and Addendums. Dates for the plant visits have changed. See "Changes" below.

5. Will I be allowed to use the plants lab, during my plant visits, to jar test (screen), my polymers?

**Answer:** No.

6. When will the submitted product be tested full scale, to see if it meets the 15% cake solids requirement?

**Answer:** Your test results should be part of your submittal. Should the County require their own test or presentation then that would be scheduled with that vendor.

**CHANGES:**

Due to the current state of emergency created by the coronavirus (COVID-19), RFP 20-47 opening date will be changed to **July 16, 2020 at 4:00 PM**. All dates following shall be adjusted accordingly. The dates for open site visits shall be on June 22, 2020 between 8:00 A.M. and 12:00 Noon and June 23, 2020, between 1:00 P.M. and 3:30 P.M. with the previous dates cancelled. The deadline for accepting questions will be July 2, 2020 at 3 P.M.

**THE RFP DUE DATE REMAINS July 16, 2020 @ 4:00 PM.**

**Acknowledgment**

 7/28/2020  
Signature and Date

David James - VP of Sales  
Printed Name/Title

Fort Bend Services, Inc.  
Company Name (Print)

**Sincerely,**

David E. Pyle, CPPB  
Procurement Coordinator

**END OF ADDENDUM NO. 2**



## St. Johns County Board of County Commissioners

Purchasing Division

July 8, 2020

### ADDENDUM #3

**To:** Prospective Proposers  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No. 20-47; Supply of Polymer

This Addendum #3 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return one (1) original and one (1) electronic copy of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department, David E. Pyle, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

### QUESTIONS:

1. How is the minimum qualification (15%) on cake solids determined?

**Answer:** From the Vendor/Contractors' results of their testing from a certified lab, which is required to be provided as part of their submittal.

2. Can we use the County's lab data to support this?

**Answer:** Not for the initial testing; however the SJCUD reserves the right to perform its own testing to verify the data.

3. On the bid price proposal you list, 122 drums and 86 totes x the bid price per pound; this would be the three year term of the contract, correct?

**Answer:** The quantities are given for the purpose of comparison as the actual amount may be more or less. The initial contract would be for three (3) years.

**THE RFP DUE DATE REMAINS July 16, 2020 @ 4:00 PM.**

**Acknowledgment**

 7/28/2020  
Signature and Date

David James - VP of Sales  
Printed Name/Title

Fort Bend Services, Inc.  
Company Name (Print)

Sincerely,

David E. Pyle, CPPB  
Procurement Coordinator

**END OF ADDENDUM NO. 3**



St. Johns County Board of County Commissioners

Purchasing Division

July 13, 2020

**ADDENDUM #4**

**To: Prospective Proposers**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No. 20-47; Supply of Polymer**

This Addendum #4 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return one (1) original and one (1) electronic copy of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department, David E. Pyle, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

**QUESTIONS:**

1. In Addendum 3 you are requesting the analysis to be ran from a certified lab. This needed to be known before our site visits so we could pull samples and send off. Is there any way to extend the bid and offer another visit to one of the plants?

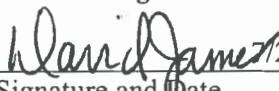
**Answer:** The RFP Due date is changed to July 30, 2020 on or before 4:00 PM. Vendors/Contractors may re-visit the sites for samples on Thursday, July 16, 2020 between the hours of 9 AM and 3 PM. Prior to arriving, contact one of the following to ensure the site is available:

- Jared Taylor; [jtaylor@sjcfl.us](mailto:jtaylor@sjcfl.us) or 904-209-2665
- Mark Mashburn; [mmashburn@sjcfl.us](mailto:mmashburn@sjcfl.us) or 904-209-2757

**THE RFP DUE DATE IS CHANGED TO: July 30, 2020 @ 4:00 PM.**

**Acknowledgment**

**Sincerely,**

  
Signature and Date

David E. Pyle, CPPB  
Procurement Coordinator

David James - VP of Sales  
Printed Name/Title

Fort Bend Services, Inc.  
Company Name (Print)

**END OF ADDENDUM NO. 4**



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

**REQUEST FOR PROPOSALS**

**RFP No: 20-47; Supply of Polymer**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
(904) 209-0150  
[www.sjcfl.us/Purchasing/index.aspx](http://www.sjcfl.us/Purchasing/index.aspx)**

**Final: 3/11/20**



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**ST. JOHNS COUNTY, FL – ADVERTISEMENT  
RFP NO: 20-47; SUPPLY OF POLYMER**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 20-47 – Supply of Polymer**. Interested and qualified respondents may submit proposals, in accordance with the requirements provided herein, to the St. Johns County Purchasing Department. **All Proposals must be submitted by or before 4:00PM (EST) on April 16, 2020.** Any Proposals delivered to or received by SJC Purchasing after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

The purpose of this bid is for the supply and delivery of Polymer (Polyacrylamide) to the SJC Utility Department on an as needed basis. The process of dewatering wastewater sludge to a minimum of 15% total solids requires the use of polymer. The polymer supplier chosen shall be able to provide a polymer that will work with different qualities of wastewater sludge from four County owned Wastewater Treatment Facilities.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and requesting St. Johns County **RFP #20-47**. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available, upon request, from the SJC Purchasing Department. Vendors must provide the following information to receive the RFP Document: full legal company name, address, contact person, email address, and phone number.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** by or before close of business (5:00PM) on Thursday, April 2, 2020 to the Designated Point of Contact provided below:

**Designated Point of Contact:** David E. Pyle, CPPB  
**Procurement Coordinator**  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [dpyle@sjcfl.us](mailto:dpyle@sjcfl.us)

*Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 “Procedures Concerning Lobbying”. According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.*

If the above representative is absent, or unavailable for three (3) or more consecutive business days, interested firms may direct questions or inquiries to Leigh Daniels, Assistant Purchasing Manager, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Proposals **MUST** be submitted in a **SEALED** envelope or container clearly labeled with: **RFP 20-47 – Supply of Polymer.** Each package must have the respondent’s full legal company name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original hard copy proposal, which shall include all required documents and any supplemental information, and one (1) exact PDF Copy of the submitted proposal on a USB Drive. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

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

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

All of the terms and conditions of the St. Johns County Purchasing Policy and Procedure Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the proposer that best serves the interests of St. Johns County.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FL  
BRANDON PATTY, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK

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**RFP NO: 20-47; SUPPLY OF POLYMER**

**PART II: INTRODUCTION**

**A. PURPOSE:**

St. Johns County is soliciting RFP Packages from qualified and licensed respondents who are interested in supplying the SJC Utility Department the supply and delivery of Polymer (Polyacrylamide) to the SJC Utility Department on an as needed basis. The process of dewatering wastewater sludge to a minimum of 15% total solids requires the use of polymer. The polymer supplier chosen shall be able to provide a polymer that will work with different qualities of wastewater sludge from four County owned Wastewater Treatment Facilities.

Bidders may attend a site visit for polymer testing at:

1. Anastasia Island WWTP, 860 16<sup>th</sup> St., St Augustine FL,
2. SR 16 WWTP, 3000 Industry Center Drive, St Augustine, FL,
3. Players Club WRF, 555 Dyes Valley Road, Ponte Vedra Beach, FL
4. Northwest WWTP, 3450 International Golf Parkway, St Augustine, FL,

on the following dates and times only:

- March 30, 2020 from 8AM to 12 PM (noon)
- March 31, 2020 from 1 PM to 3:30 PM

The dates and times listed will be the only times available for water testing by vendors for determination of the type of polymer they shall propose. No exceptions to the dates and times will be available.

**Each Respondent must provide the chemical makeup all specifications of the polymer supplied by his respondent, including any and all MSDS information as well as background information as to the performance of his polymer in the kind of use as described herein.**

**B. TENTATIVE SCHEDULE OF EVENTS:**

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent contract award. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Proposals	March 16, 2020
Deadline for Questions	April 2, 2020
Issuance of Final Addendum	April 9, 2020
Proposal Submission Deadline	April 16, 2020
Evaluation of Submitted RFP Packages	April 23, 2020
Presentation of Award Recommendation to the SJC BOCC	May 19, 2020
Begin Negotiations of Contract	N/A
Contract Issuance & Execution	May 29, 2020

**C. DUE DATE & LOCATION:**

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Department by or before **four o'clock (4:00PM) on April 16, 2020**. Any proposals delivered to or received by Purchasing after this deadline will be deemed non-responsive, and shall be returned to the addressee unopened. Packages must comply with the submittal format as provided herein in Section IV of this RFP Document. The County reserves the right to reject any proposals that do not comply with the requirements set forth herein.

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

**D. DESIGNATED POINT OF CONTACT:**

Any and all questions or requests for information relating to this RFP shall be directed, *in writing*, to the following Designated Point of Contact: Mr. David E. Pyle, CPPB, Procurement Coordinator, at [dpyle@sjcfl.us](mailto:dpyle@sjcfl.us).

In the event the Designated Point of Contact provided above is absent or unavailable for more than three (3) consecutive business days, interested firms may contact Ms. Leigh Daniels, CPPB, Assistant Purchasing Manager, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response. Any such communication shall result in disqualification from consideration for award of a contract for these services.

**E. SUBMITTAL OF QUESTIONS/INQUIRIES:**

Any and all questions and/or inquiries related to this RFP, shall be directed, *in writing*, to the Designated Point of Contact as provided above, by or before five o'clock (5:00PM) EST on April 2, 2020. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the submittal deadline for proposals in order to clarify or answer questions as necessary to serve the best interest of the County.

**F. ADDENDA:**

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

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

**G. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

**H. PUBLIC RECORDS**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this RFP shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and all other applicable State and/or Federal Laws. 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.

**I. SOLICITATION POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

**J. RIGHT TO REJECT / ACCEPT**

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

**K. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING PROCEDURE MANUAL**

All terms and conditions of the St. Johns County Purchasing Procedure Manual are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual. This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual and all applicable laws, regulations, and rules. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual.

### **PART III: SERVICE REQUIREMENTS**

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

#### **Deliveries:**

The Contractor shall perform any and all deliveries necessary to adequately supply the St. Johns County Utility Department with Polymer (Polyacrylamide) as to four County owned Wastewater Treatment Facilities. These deliveries shall be made after receipt of order (ARO) within the number of days as approved by the SJC Utility Department, so as to prevent delays and stoppages in waste activated sludge processing. Deliveries shall be made between the hours of 7:00am and 3:00pm, Monday through Friday. Delivery methods may be in fifty five (55) gallon drums or two hundred fifty (250) gallon totes, as long as handling arrangements are approved by the SJC Utility Department.

#### **Equipment:**

The Contractor shall be required to own, lease or rent any and all equipment necessary to provide the required services included under this RFP. The Contractor shall make the necessary deliveries with truck(s) equipped with a rear lift gate designed to handle they delivery of either fifty five (55) gallon or two hundred fifty (250) gallon totes, in order to drop the product on pallets onto the sidewalk. The Contractor shall also be responsible for maintaining any and all equipment and tools necessary to provide samples, of any lot delivered, to SJC Utility Staff upon request.

#### **Pick Up:**

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

#### **Clean Up/Safety:**

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

#### **Polymer:**

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

### **PART IV: RFP SUBMITTAL INSTRUCTIONS & FORMAT**

#### **A. MINIMUM QUALIFICATIONS**

Interested respondents must be currently licensed to do business in the State of Florida, must have been in business for a minimum of five (5) years, and provide proof of such in the submitted RFP Package. Provide laboratory testing that wastewater sludge from the four County owned Wastewater Treatment Facilities will achieve a minimum of 15% total solids with the addition of polymer. Bidder must be able to provide 55 gallon drums and 250 gallon totes of polymer. Upon award, the Contractor must obtain and provide proof of a Local Business Tax Receipt from St. Johns County, unless the respondent is a state certified contractor. Copies of any and all licenses, permits, certifications and any and all other relevant documentation must be submitted with each respondent's RFP Package on Attachment "A" – Licenses/Certifications.

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

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

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

**Sub-Contractors**

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

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

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

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

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

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

**B. RESPONDENT RESPONSIBILITIES**

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

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

By submitting a proposal, each Respondent certifies that the proposer has fully read and understands all instructions in the RFP Document, and has full knowledge of the scope, nature, and quality of work required. All proposals submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days following the proposal due date. The County reserves the right to extend this timeframe as necessary to complete contract execution.

**C. TRADE SECRETS**

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted. All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

**D. CONFLICT OF INTEREST**

Respondents must certify that they presently have no interest, and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify

that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

**E. USE OF COUNTY LOGO**

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

**F. RFP PACKAGE SUBMITTAL INSTRUCTIONS**

The submitted proposal must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the proposals.

Proposals shall be submitted in a sealed envelope or container, and labeled, on the exterior of the package, with the Respondent’s full legal company name and mailing address, as well as “RFP No: 20-47: Supply of Polymer”. **Proposals shall be mailed or hand-delivered to the St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084.** Proposals must be submitted, in the format provided herein, by or before **four o’clock (4:00PM) EST on Thursday, April 16, 2020.** St. Johns County Purchasing will not accept any Proposals that are not submitted in the manner described above. Any unsealed, unlabeled, or otherwise incomplete packages may be rejected. Any packages received after the deadline as provided above, shall not be provided to the Evaluation Committee for review, and shall be returned to the sender, unopened.

**G. RFP PACKAGE COMPONENTS:**

All of the components outlined below must be included with each copy of the proposal and submitted as follows: one (1) hard-copy original proposal and one (1) exact electronic PDF copy of the proposal on a USB Drive. The original hard-copy of the Respondent’s proposal shall be submitted on 8 1/2” X 11” pages, numbered, and all headings, sections and sub-sections shall be identified appropriately.

Failure to provide any material information as required in this RFP Document may be grounds for a submitted proposal to be deemed non responsive to the requirements provided in this RFP, and may remove the Respondent from further evaluation or consideration.

All Proposals must include the following components:

<u>Section</u>	<u>Topic</u>
1	Proposal Cover Page and Cover Letter
2	Qualifications and Experience of Company
3	Chemical Make-Up of Polymer and Laboratory Testing
4	Available Methods of Delivery
5	Pricing Proposal
6	Other Required Forms

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is highly recommended that proposals be organized in the manner specified as follows:

**Section 1: Proposal Cover Page & Cover Letter**

In this section, Respondent shall complete and submit the Proposal Cover Page, and provide a cover letter that should provide the following:

- The Respondent Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include location address of office that will administer this Contract
- All contact information, including name, title, phone number, fax number, e-mail address, and mailing address of the authorized Representative(s) of the Respondent’s organization who will be responsible for answering any questions regarding the RFP, and those representatives who will be responsible for negotiating and executing contracts.
- Highlights of the Respondent’s qualifications and ability to perform the project services



- Profile - Provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations
- A brief statement of the respondent's understanding of the services provided in this RFP

## **Section 2: Qualifications & Experience of Company**

Minimum Qualifications: Bidders must have, and show proof of the following:

1. A minimum of five (5) years' experience in the business of providing Polymer;
2. Must be able to provide 55 gallon drums, and 250 gallon totes of polymer.
3. Must be fully licensed to do business in the State of Florida;
4. 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 "A" – License/Certification List and attach a copy of any and all licenses/certifications/permits and complete Attachment "B" – Experience of Bidder and submit with each copy of their Bid Proposal.

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

**The County reserves the right to contact any or all of the representatives from the list of experience submitted by any Respondent to verify relevance, satisfactory completion/performance of services. The County may utilize this information in its consideration of any Respondent prior to moving forward with evaluation or recommendation for award.**

## **Section 3: Chemical Make-Up of Product and Laboratory Testing**

Each Respondent must provide the chemical makeup of the polymer supplied by his respondent, including any and all MSDS information as well as background information as to the performance of his polymer in the kind of use as described herein. Provide laboratory testing that wastewater sludge from the four County owned Wastewater Treatment Facilities will achieve a minimum of 15% total solids with the addition of polymer.

## **Section 4: Available Methods of Delivery**

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

## **Section 5: Pricing Proposal**

Each Respondent shall submit a Unit Price per pound for their proposed polymer product. This information shall be provided on Pricing Proposal provided herein.

## **Section 6: Administrative Information**

- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Form (Complete and Submit)
- Copies of all issued Addenda (Acknowledge and Submit as applicable)

## **PART V: EVALUATION & AWARD**

### **A. EVALUATION OF RESPONSES:**

All properly submitted and responsive Proposals shall be evaluated by an Evaluation Committee of no less than three (3) representatives. The Evaluation Committee may consist of County Staff, and additional field experts, as applicable to meet the needs of the County. Each Evaluation Committee Team Member will receive a set of all of the submitted proposals, and

an electronic copy of the RFP document with all issued Addenda, an Evaluator’s Score Sheet and an Evaluator’s Narrative Sheet. Evaluators shall review and score the submitted, responsive, RFP Packages individually, with no interaction or communication with any other individual outside of the public evaluation meeting. Evaluators’ scores shall be announced, and proposals shall be publicly ranked at the Evaluation Meeting.

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

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County.

**B. EVALUATION CRITERIA:**

It is the intention of St. Johns County to evaluate, and rank responsive proposals from highest to lowest utilizing the evaluation criteria listed below:

	<b>Criteria</b>	<b>Points</b>
<b>1.</b>	<b>RFP Format</b>	<b>5</b>
<b>2.</b>	<b>Qualifications &amp; Experience of Company</b>	<b>20</b>
<b>3.</b>	<b>Chemical Makeup of Product and Laboratory Testing</b>	<b>35</b>
<b>4.</b>	<b>Available Methods of Delivery</b>	<b>25</b>
<b>5.</b>	<b>Pricing Proposal</b>	<b>15</b>
	<b>Total Score Available per Evaluator</b>	<b>100</b>

**C. FORMULA FOR PRICING PROPOSAL:**

The Pricing proposal submitted by each Respondent shall be scored in accordance with the formula provided below. The total score for this criterion is fifteen (15) points, which means that ten (15) points is the maximum available for Pricing.

Pricing Proposal Scoring Formula:

<b>Vendor</b>	<b>Proposed Annual Budget</b>	<b>Percentage</b>	<b>By</b>	<b>Weight</b>	<b>Equals</b>	<b>Weighted Score:</b>
A	\$100,000	100	X	15	=	15
B	\$125,000	80	X	15	=	12
C	\$250,000	40	X	15	=	6

**D. PRESENTATIONS BY SHORT-LISTED FIRMS:**

In the event the Evaluation Committee and Purchasing Department determines that presentations from shortlisted firms are necessary to make a final recommendation, shortlisted firms will be notified by the County. Presentations will be evaluated by the Evaluation Committee, and the scores for the presentations shall be added to the scores for the proposal for each firm, to determine the Total Score for each firm. The criteria by which presentations will be scored will be provided to the shortlisted firms with the above referenced notification by the County.

**E. RECOMMENDATION FOR AWARD:**

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein. Upon approval by the Board of County Commissioners, County Staff shall begin negotiations, and if terms and conditions are agreeable to all parties, an agreement shall be issued and executed by all parties.

**F. PROTEST PROCEDURES:**

Any respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Proposals, shall file, with the SJC Purchasing Department a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation,

publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The full protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County's Purchasing Manual. All terms and conditions of the County's Purchasing Manual are hereby incorporated into this RFP Document by reference, and are fully binding.

**RFP NO: 20-47; SUPPLY OF POLYMER  
EVALUATORS’S SCORE SHEET EXAMPLE**

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

**DATE:  
PROJECT:**

**CRITERIA RANKING:**

<b>Respondents</b>	<b>RFP Format</b>	<b><u>Qualifications &amp; Experience of Company</u></b>	<b><u>Chemical Make-up of Product and Laboratory Testing</u></b>	<b>Available Methods of Delivery</b>	<b>Pricing Proposal</b>	<b>Total Annual Price</b>	<b>TOTAL SCORE</b>
	5 Points Max	20 Points Max	35 Points Max	25 Points Max	15 Points Max		0 - 100

**SIGNATURE OF RATER: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_**

**RFP NO: 20-47; SUPPLY OF POLYMER**

**PART VI: CONTRACT REQUIREMENTS**

**A. CONTRACT AGREEMENT & TERM:**

The Contract Agreement shall be on a form furnished by the County, and agreed upon by both parties. The Initial Contract Term shall be for a period of three (3) calendar years. There shall be one (1) two (2) year renewal period available to be exercised by the County, upon satisfactory performance by the awarded firm, mutual agreement by both parties, the availability of funds, with approval by the Board of County Commissioners.

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

**B. CONTRACT PRICING:**

The pricing agreed upon by both parties, and included in the Contract shall remain firm throughout the duration of the initial term of the Agreement. Changes to prices shall only be considered at the time contract renewals are processed. The Contractor shall be required to submit any request for changes to the Contract Pricing no less than ninety (90) days prior to the effective date of any contract renewal period. Changes to Contract Pricing must be justified by the awarded firm, by providing proof of increases to costs to the awarded firm, or changes in governmental regulation. Any change to Contract Pricing shall be negotiated between the County and the awarded firm, and shall not go into effect until a Contract Amendment has been issued, and signed by both parties.

**C. COMPENSATION & METHOD OF PAYMENT:**

St. Johns County shall compensate the awarded firm based upon the amounts agreed upon by both parties, through negotiations, and as provided in the Contract Agreement, or policy. It is strictly understood that the awarded firm is not entitled to any amount of compensation. Rather, the awarded firms' compensation shall be based upon the awarded firm's adhering to the Scope of Work, detailed in the Contract. As such, the awarded firm's compensation is dependent upon satisfactory completion of the required services, provided herein.

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

The awarded firm shall invoice the County in the manner and at the frequency as set forth by the County, and provided in the Contract Agreement, or policy, for these services.

**D. REVENUE REMITTANCE TO COUNTY**

The Contractor shall remit all revenue collected on a daily or weekly basis, as negotiated and approved in the awarded Contract, utilizing electronic payments. The County shall establish payment-only access to the Contractor to make these payments.

**E. CONTRACT PERFORMANCE:**

At any point in time during the term of the Contract with the awarded firm, County Staff may review records of performance to ensure that the awarded firm is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a awarded firm no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

**F. TERMINATION:**

Failure on the part of the awarded firm to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the awarded firm fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The awarded firm shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the awarded firm.

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

In the event of termination of the Contract Agreement, or policy, for any reason, the earned fees or other consideration shall be computed on a pro rata basis without penalty, and the awarded firm shall refund the excess of paid fees or other consideration to St. Johns County, within thirty (30) days from the effective date of termination.

**G. INSURANCE REQUIREMENTS:**

Each Respondent shall be required to demonstrate the minimum insurance coverage, stated below, which shall be required throughout the duration of the Contract. If any Respondent does not currently carry insurance coverage(s) at the minimum levels provided below, the Respondent shall be required to provide a Certification Letter from an Insurance Provider, stating that the Respondent is eligible for coverage in at least the amounts, as provided herein.

Upon award, the Contractor shall not commence work under the awarded Agreement 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. The County shall specifically be named as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must be provided along with the Certificate of Insurance.

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

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

The Contractor shall maintain throughout the life of the awarded Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain throughout the life of the awarded Agreement, Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain throughout the life of the awarded 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.

**H. INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, 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, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Sub-consultant, 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 Consultant, a Sub-consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

**I. LICENSES, PERMITS & FEES:**

The awarded firm shall be required to obtain and maintain throughout the duration of the Contract, any and all licenses relative to the performance of the work specified herein, proposed by the Respondent, or included in the final executed Contract Agreement. The awarded firm shall be responsible for obtaining any and all applicable permits, and paying any and all fees associated with the required permits, or for the completion of the required scope of work provided in the Contract.

**J. GOVERNING LAWS & REGULATIONS:**

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

**K. Cooperative or Piggyback by Public Agencies:**

Upon award of a Contract Agreement by the County, Contractor agrees that the Contract Agreement is available for piggybacking by any County or State agencies, or any Political Subdivisions of the State of Florida. Agencies wishing to piggyback may do so using the same terms and conditions as provided herein, or may negotiate alternative terms to suit the needs of their respective agency. St. Johns County does not assume any liability or obligation for any contract executed between the Contractor and any other agency.

**RFP NO: 20-47; SUPPLY OF POLYMER**

**PART VII: ATTACHMENTS/FORMS**



**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

**COVER PAGE**

**SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND  
ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL IN A SEALED ENVELOPE  
OR CONTAINER TO:**

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084

**COMPANY NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Mailing Address (Street Address, City, State, Zip Code)

**AUTHORIZED COMPANY REPRESENTATIVE**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Phone Number

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

**RFP NO: 20-47**

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

**PROJECT:** Supply of Polymer

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

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

**PRICE 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 Proposal Documents and Specifications entitled for RFP No: 20-47; Supply of Polymer in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following proposal quoted in this Price Proposal summarized as follows:

**FOR:** Supply of Polymer

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the prices submitted below. These prices shall be final cost to the County. No fuel surcharges, transportation surcharges, treatment or disposal costs, or any other fees or costs shall be paid in addition to the prices submitted below.

**1. Unit price per 55 gallon drum: \$ \_\_\_\_\_ X 122 each 55 gallon drums = \$ \_\_\_\_\_ (total unit price)**

**2. Unit price per 250 gallon tote: \$ \_\_\_\_\_ X 86 each 250 gallon totes = \$ \_\_\_\_\_ (total unit price)**

**ESTIMATED TOTAL ANNUAL PRICE PROPOSAL (add total of unit price items 1 & 2): \$ \_\_\_\_\_**

**ESTIMATED TOTAL ANNUAL PRICE WRITTEN: \$ \_\_\_\_\_**

Each Bidder shall type, or print legibly, in blue or black ink, the numerical amounts for each of the items listed above.

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

The above quantities are for evaluation purposes and are not guaranteed. The County reserves the right to purchase either more or less of the product at the Unit Price proposed 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 Response”, 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 RFP 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 RFP Documents as indicated above.

If the Undersigned is notified of the acceptance of this RFP 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 RFP has been accepted for the above stated compensation in the form of a Contract presented by the County.

**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

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

**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

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

**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

**AFFIDAVIT**

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

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

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_. Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 20-47; Supply of Polymer.

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

\_\_\_\_\_  
(Proposer)

By \_\_\_\_\_

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

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires:

**RESPONDENTS MUST EXECUTE AND SUBMIT THIS AFFIDAVIT WITH PROPOSAL. FAILURE TO SUBMIT THIS AFFIDAVIT WITH PROPOSAL SHALL BE GROUNDS FOR DISQUALIFICATION.**

**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

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

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

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

**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

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5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

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6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why? \_\_\_\_\_

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7. List the status of all pending claims currently filed against your company:

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**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail: \_\_\_\_\_

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**OPTIONAL CHECKLIST**

**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>
<b>Section 1</b>	RFP Cover Page & Cover Letter	
<b>Section 2</b>	Qualifications & Experience of Company	
<b>Section 3</b>	Chemical Make-up of Polymer and Laboratory Testing	
<b>Section 4</b>	Available Methods of Delivery	
<b>Section 5</b>	Pricing Proposal	
<b>Section 6</b>	Administrative Information (include the following):	
	Proof of Liability Insurance and Limits	
	Drug Free Work Place Form	
	RFP Affidavit	
	RFP Affidavit of Solvency	
	Conflict of Interest Form	
	Respondent's Warranty	
	Copies of all Acknowledged Addenda	
	Attachments "A" & "B"	

**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

**ATTACHMENT “A”  
LICENSE / CERTIFICATION LIST**

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

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

License Name	License #	Issuing Agency	Expiration Date

ATTACHMENT "B"

**LIST OF PROPOSED SUBCONTRACTORS**

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work:

<b>Company Name</b>	<b>Division/Discipline</b>	<b>Primary Contact Name</b>	<b>Contact Number and Email Address</b>

**SEALED RFP MAILING LABEL**

**REQUEST FOR PROPOSALS (RFP) NO: 20-47  
SUPPLY OF POLYMER**

**Cut along the outer border and affix this label to your sealed  
RFP envelope to identify it as a Sealed RFP Package**

**SEALED RFP • DO NOT OPEN**

SEALED RFP NO.: 20-47

RFP TITLE: Supply of Polymer

DUE DATE/TIME: Thursday, April 16, 2020 @ 4:00 p.m.

SUBMITTED BY:

Company Name

Company Address

Company Address

DELIVER TO: St. Johns County Purchasing Dept.  
500 San Sebastian View  
St. Augustine, FL 32084



**END OF DOCUMENT**



# St. Johns County Board of County Commissioners

Purchasing Division

March 18, 2020

## ADDENDUM #1

**To: Prospective Proposers**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No. 20-47; Supply of Polymer**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return one (1) original and one (1) electronic copy of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department, David E. Pyle, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

### QUESTIONS:

1. Could you please provide a copy of the current contract, pricing and polymer items utilized by St. Johns County?

**Answer:** Attached is a copy of the initial contract and Contract Amendment #4 with current pricing and current product in use for all facilities is Cationic Polyacrylamide.

2. Fort Bend Services has supplied polymer to the counties wastewater treatment plants for a number of years. Fort Bend knows the type of polymers that will provide the necessary results at each of the plants. (1). If Fort Bend bids the same polymers currently being supplied are we required to participate in any onsite plant testing? (2). Is it possible that the bid may be postponed due the Covid-19 virus?

**Answer:** (1) The site visits are voluntary, but the vendor must submit documents showing information that meets the requirements and specifications of type of polymer they are submitting. (2) Currently the RFP will open as scheduled.

**THE RFP DUE DATE REMAINS April 16, 2020 @ 4:00 PM.**

**Acknowledgment**

**Sincerely,**

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

David E. Pyle, CPPB  
Procurement Coordinator

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

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

**END OF ADDENDUM NO. 1**



**CONTRACT AGREEMENT**  
**RFP NO: 15-49; SUPPLY OF POLYMER**  
**Master Contract #: 15-MCC-FOR-06320**

This Contract Agreement is made as of this 28<sup>th</sup> day of May, 2015, by and between **St. Johns County, FL**, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "St. Johns County" or the "County", and **Fort Bend Services, Inc.**, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor", with mailing address 13303 Redfish Lane, Stafford, TX 77477 Phone: (281) 261-5199, Fax: (281) 261-2295 and email: cmcrae@verizon.net.

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

**ARTICLE 1 – DURATION and RENEWAL**

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

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

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

**ARTICLE 3 - SERVICES**

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to supply polymer to the SJC Utility Department, on an as needed basis, in accordance with RFP No: 15-49 and as otherwise provided in the Contract Documents.

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

**ARTICLE 4 – SCHEDULE**

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

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

- A. St. Johns County shall compensate the Contractor based upon the Unit Price of one dollar fifteen cents (\$1.15) per pound for two to three (2-3) week delivery, and one dollar twenty five cents (\$1.25) per pound for three to five (3-5) day delivery, as submitted in the proposal, accepted by the County, and provided herein. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County Utility Department, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, the Contractor's compensation shall be based upon the Contractor's adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor's compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Contract Agreement.

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

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

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

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

**ARTICLE 7 – TERMINATION**

- A. This Contract may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least seven (7) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

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

- A. Should the Contractor fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than seven (7) consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 9 – PERSONNEL**

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

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

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

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

**ARTICLE 10 – SUBCONTRACTING**

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

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

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

**ARTICLE 11 – FEDERAL AND STATE TAX**

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

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

**ARTICLE 12 – AVAILABILITY OF FUNDS**

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

**ARTICLE 13 - INSURANCE**

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



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

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

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

The Contractor shall also maintain for the life of this contract, Automobile Liability insurance as specified by Insurance Services Office, form number CA 0001 Symbol 1 (any auto), with an MCS 90 endorsement and a CA 9948 endorsement (or equivalent) attached if "pollutants" as defined in exclusion 11 of the commercial auto policy are to be transported. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, \$5,000,000 if "pollutants", as defined in CA 0001 exclusion 11, are to be transported.

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

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

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

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

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

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

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

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 22 - CONTINGENT FEES**

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

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

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

#### **ARTICLE 24 - NONDISCRIMINATION**

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

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

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

#### **ARTICLE 26 - ENFORCEMENT COSTS**

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

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

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

#### **ARTICLE 28 - SEVERABILITY**

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

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

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

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Contract Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

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

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

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

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

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

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

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

and if sent to the Contractor shall be mailed to:

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

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

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

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

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

- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
- (4) Meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

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

**ARTICLE 35 – NO THIRD PARTY BENEFICIARIES**

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

**ARTICLE 36 – USE OF COUNTY LOGO**

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

**ARTICLE 37 – SURVIVAL**

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

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

**ST. JOHNS COUNTY, FL:**

Dawn Cardenas  
Dawn Cardenas, Purchasing Manager

5/28/15  
Date

**LEGALLY SUFFICIENT:**

[Signature]  
Assistant County Attorney

5/14/15  
Date of Execution

**ATTEST:  
CLERK OF COURT**

[Signature]  
Deputy Clerk

5/28/15  
Date

**CONTRACTOR:**

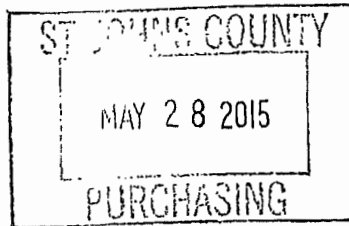
Fort Bend Services, Inc  
Company Name

DAVID JAMES  
Name (Type or Print)

[Signature]  
Signature

Polymer Sales Manager  
Title

MAY 26, 2015  
Date



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

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

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

**EXHIBIT "B"**  
**RFP NO: 15-49; SUPPLY OF POLYMER**  
**CONTRACT SCHEDULE**

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

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

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





St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT No: 04
RFP No: 15-49; Supply of Polymer
Master Contract No: 15-MCC-FOR-06320

Contractor: Fort Bend Services, Inc.
13303 Red Fish Land
Stafford, TX 77477

Date: March 22, 2019

Contract Amendment No: 4 is hereby issued to amend the above referenced Master Contract as follows:

- 1. Contract Renewal Option 4 of 4 is hereby being exercised by St. Johns County.
2. The contract time is hereby extended from June 1, 2019 for a period of one (1) year and shall expire at 11:59pm Eastern Daylight Saving Time (EDST) on May 31, 2020.
3. Unit Price for FBS C1282 is hereby increased to one dollar and twenty one cents (\$1.21) per pound for two to three (2-3) week deliveries and one dollar and thirty one cents (\$1.31) per pound for three to five (3-5) day deliveries.

St. Johns County shall compensate the vendor based upon the terms as stated in the Master Contract dated May 28, 2015.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

Signature of County Representative (Handwritten signature of Jaime T. Locklear)

3/28/19
Date

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM - Purchasing Manager
Printed Name & Title - County Representative

Signature of Contractor Representative (Handwritten signature of David James)

3/26/2019
Date

DAVID JAMES - VICE PRESIDENT OF SALES
Printed Name & Title

ST JOHNS COUNTY
MAR 27 '19
PURCHASING

End of Amendment No: 04



**Fort Bend Services, Inc.**  
Water & Waste Treatment Specialists

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

<u>Product</u>	<u>Packaging</u>	<u>Old Price/lb</u>	<u>New Price/lb</u>
FBS C1282	450# NET DRUM	\$1.18	\$1.21
FBS C1282	2300# NET TOTE	\$1.18	\$1.21

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

<u>Product</u>	<u>Packaging</u>	<u>Old Price/lb</u>	<u>New Price/lb</u>
FBS C1282	450# NET DRUM	\$1.28	\$1.31
FBS C1282	2300# NET TOTE	\$1.28	\$1.31

Once again, we thank you for your patronage and consideration. We hope that this new pricing is acceptable and that we are able to continue our business relationship with St. Johns County, FL. Should you have any questions or require additional information, please feel free to contact me.

Sincerely,

David James  
Vice President of Sales  
Fort Bend Services, Inc.

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

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

[www.fortbendservices.com](http://www.fortbendservices.com)



## St. Johns County Board of County Commissioners

Purchasing Division

March 26, 2020

### ADDENDUM #2

**To: Prospective Proposers**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No. 20-47; Supply of Polymer**

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return one (1) original and one (1) electronic copy of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department, David E. Pyle, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

### QUESTIONS:

1. What type of dewatering equipment is used at the plants?

**Answer:** Belt presses at all facilities.

2. Are we only allowed to submit one polymer product, which will be the same product for all four plants?

**Answer:** You identify what polymer is submitted for which plant and yes you can submit one polymer for all plants as long as they meet specifications.

3. Where in the RFP do we submit the "Name" of the product, for which we're submitting pricing?

**Answer:** All product information would be submitted as part of your submittal which should include the name of the product.

4. For the allowed plant visits, (March 30th and 31st), do I show up unannounced, wherever and whenever?

**Answer:** You may arrive anytime within the limits identified within the RFP package and Addendums. Dates for the plant visits have changed. See "Changes" below.

5. Will I be allowed to use the plants lab, during my plant visits, to jar test (screen), my polymers?

**Answer:** No.

6. When will the submitted product be tested full scale, to see if it meets the 15% cake solids requirement?

**Answer:** Your test results should be part of your submittal. Should the County require their own test or presentation then that would be scheduled with that vendor.

**CHANGES:**

Due to the current state of emergency created by the coronavirus (COVID-19), RFP 20-47 opening date will be changed to **July 16, 2020 at 4:00 PM.** All dates following shall be adjusted accordingly. The dates for open site visits shall be on June 22, 2020 between 8:00 A.M. and 12:00 Noon and June 23, 2020, between 1:00 P.M. and 3:30 P.M. with the previous dates cancelled. The deadline for accepting questions will be July 2, 2020 at 3 P.M.

**THE RFP DUE DATE REMAINS July 16, 2020 @ 4:00 PM.**

**Acknowledgment**

**Sincerely,**

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

David E. Pyle, CPPB  
Procurement Coordinator

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

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

**END OF ADDENDUM NO. 2**



## St. Johns County Board of County Commissioners

Purchasing Division

July 8, 2020

### ADDENDUM #3

**To:** Prospective Proposers  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No. 20-47; Supply of Polymer

This Addendum #3 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return one (1) original and one (1) electronic copy of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department, David E. Pyle, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

### QUESTIONS:

1. How is the minimum qualification (15%) on cake solids determined?

**Answer:** From the Vendor/Contractors' results of their testing from a certified lab, which is required to be provided as part of their submittal.

2. Can we use the County's lab data to support this?

**Answer:** Not for the initial testing; however the SJCUD reserves the right to perform its own testing to verify the data.

3. On the bid price proposal you list, 122 drums and 86 totes x the bid price per pound; this would be the three year term of the contract, correct?

**Answer:** The quantities are given for the purpose of comparison as the actual amount may be more or less. The initial contract would be for three (3) years.

**THE RFP DUE DATE REMAINS July 16, 2020 @ 4:00 PM.**

**Acknowledgment**

**Sincerely,**

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

David E. Pyle, CPPB  
Procurement Coordinator

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

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

**END OF ADDENDUM NO. 3**



## St. Johns County Board of County Commissioners

Purchasing Division

July 13, 2020

### ADDENDUM #4

**To:** Prospective Proposers  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No. 20-47; Supply of Polymer

This Addendum #4 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return one (1) original and one (1) electronic copy of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department, David E. Pyle, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

### QUESTIONS:

1. In Addendum 3 you are requesting the analysis to be ran from a certified lab. This needed to be known before our site visits so we could pull samples and send off. Is there any way to extend the bid and offer another visit to one of the plants?

**Answer:** The RFP Due date is changed to July 30, 2020 on or before 4:00 PM. Vendors/Contractors may re-visit the sites for samples on Thursday, July 16, 2020 between the hours of 9 AM and 3 PM. Prior to arriving, contact one of the following to ensure the site is available:

- Jared Taylor; [jtaylor@sjcfl.us](mailto:jtaylor@sjcfl.us) or 904-209-2665
- Mark Mashburn; [mmashburn@sjcfl.us](mailto:mmashburn@sjcfl.us) or 904-209-2757

**THE RFP DUE DATE IS CHANGED TO: July 30, 2020 @ 4:00 PM.**

**Acknowledgment**

**Sincerely,**

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

David E. Pyle, CPPB  
Procurement Coordinator

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

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

**END OF ADDENDUM NO. 4**