

RESOLUTION NO. 2021 - 109

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ASSIGN THE CONTRACT WITH FORT BEND SERVICES, INC., UNDER RFP 20-47; SUPPLY OF POLYMER TO POLYDYNE, INC.

RECITALS

WHEREAS, the County desires to assign the existing contract with Fort Bend Services, Inc., under RFP 20-47; Supply of Polymer to Polydyne, Inc.; and

WHEREAS, the assignment shall be governed by the terms and conditions of the contract awarded to Fort Bend Services, Inc., under RFP No. 20-47; and

WHEREAS, the contract is being funded by the County; 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 work services serves a public purpose.

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 assign the contract with Fort Bend Services, Inc., under RFP No. 20-47 to Polydyne, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute an assignment agreement in substantially the same form and format as attached hereto to Polydyne, Inc., on behalf of the County for the supply of polymer as specifically provided in the Contract Documents associated with RFP No. 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.

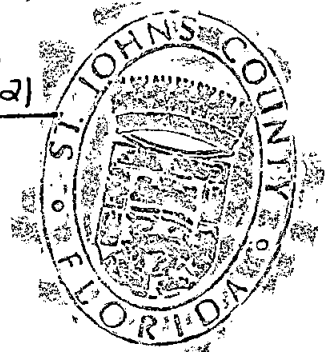
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16 day of March, 2021.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

ATTEST: CLERK OF THE CIRCUIT COURT
& COMPTROLLER: Brandon J. Patty, Clerk
By: Tom Hattelman
Deputy Clerk

RENDITION DATE 3/18/21



CONSENT TO ASSIGNMENT
Painting Services
Master Contract 20-MCO-FOR-12483

This Consent to Assignment Agreement (Agreement) is entered into as of this _____ day of _____, 2021, by and between St. Johns County (County), a political subdivision of the State of Florida, and **Polydyne, Inc.**, a company authorized to do business in the State of Florida, (Assignee). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Master Contract 20-MCO-FOR-12483, dated as of September 3, 2020.

WHEREAS, Contractor and Assignee wish to transfer and assign to the Assignee all of the Contractor's rights and interests in and to, and obligations under Master Contract 20-MCO-FOR-12483, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 17 of Master Contract 20-MCO-FOR-12483, the Contractor may not assign any of its rights, interests or obligations under the such agreement, directly or indirectly (by operation of law or otherwise), without the prior written approval of the County; and

WHEREAS, on February 1, 2021, Contractor provided its written request to the assignment of all of its rights, interests and obligations in Master Contract 20-MCO-FOR-12483 to the Assignee (*see* Exhibit A, attached hereto and incorporated herein); and

WHEREAS, pursuant to Article 17 of Master Contract 20-MCO-FOR-12483, the County approves assignment of the Contractor's rights, interests and obligations under such agreement, subject to the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment and Assumption. The County hereby approves assignment of Master Contract 20-MCO-FOR-12483 to Assignee, who shall acquire all of the Contractor's rights, interests, obligations and duties as set forth in such agreement. By execution of this Agreement, Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Contractor as provided in Master Contract 20-MCO-FOR-12483.
2. Incorporation of Terms and Conditions. Master Contract 20-MCO-FOR-12483 is hereby incorporated into and made part of this Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provision contained in Master Contract 20-MCO-FOR-12483 shall remain in full force and effect.
3. Effectiveness. This Assignment Agreement shall be effective as of the date first set forth above.
4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
5. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

February 1, 2021

St. Johns County
1205 SR 16
Saint Augustine Florida 32084

Dear Valued Customer,

Effective on February 1, 2021, FBS sold its polymer supply and service business to SNF Polydyne. Until formally communicated otherwise, please continue to place orders and submit payments to FBS as in the past. SNF and FBS want to assure a smooth transition and the FBS polymer sales team has been retained to assure uninterrupted service.

Fort Bend Services is honored to have served you and our other polymer customers for the last 30+ years. However, with changes in the marketplace we have reached the decision to divest our polymer business and focus our efforts on our chemicals business for the boiler and cooling water market.

SNF Polydyne is well-established in the market. SNF is the world's largest producer of water-soluble polymers and FBS' largest and most dependable supplier for many years. We have enjoyed a long and fruitful relationship and I am confident you will be in good hands with the Polydyne team. As mentioned, your sales contact will remain the same or you can contact David James at 713.252.3215 or djames@fortbendservices.com

In the coming days, you will be contacted by SNF Polydyne Inc. with their vendor information, W-9, customer service contacts and payment instructions. In the meantime, please continue to place orders and submit payments to FBS as in the past.

Thank you again for allowing FBS to meet your polymer product needs and for your many years of support of us. I wish you a safe and healthy 2021.

Sincerely,

Lanasa Moyer
CEO/President

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



John Pittman
President

February 1, 2021

Dear Valued Fort Bend Services' Customer:

As you may be aware, SNF Polydyne Inc. has purchased the polymer supply and service business of Fort Bend Services Inc. (FBS).

I would like to thank you in advance for giving SNF Polydyne Inc. the opportunity to continue the business relationship and we are excited to have you as a customer.

We have worked in partnership with FBS for many years as their supplier of polymers. We believe our longstanding relationship and open communication has afforded us a full understanding of your expectations.

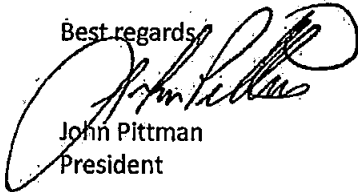
Our goal is to make this transition as seamless as possible for you and we have taken the steps below to ensure this goal.

- FBS product names and suppliers will continue without any changes. This will eliminate the need to qualify new products or product names during this transition.
- All customer contracts are being transitioned with the current terms.
- FBS and SNF shall continue to work in partnership through Q1 2021, and as needed, until the transition is complete.
- Current orders will be processed as they were received, so there is no need to reissue any purchase orders.
- David James, FBS Vice-President of Sales, will join SNF Polydyne Inc. to oversee the transition of the business with the support of Boyd Stanley, Polydyne Inc. Senior Vice-President.
- Attached is Polydyne Inc.'s W-9, Payment Instructions, and Contact Sheet which includes Polydyne's customer service and ordering information.
- Once Polydyne Inc. has been set up as a vendor in your system, please begin placing orders with Polydyne Inc.'s Customer Service Department and remitting payments per the attached Payment Instructions.

If you have any questions or require any additional information to establish Polydyne Inc. as a vendor, please feel free to reach out to your current salesman or David James at 281-261-5199, DJames@fortbendservices.com

We sincerely thank you for your support and look forward to working with you.

Best regards,



John Pittman
President

Attachments

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Polydyno Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check **only one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Use only in connection with certain U.S. SIs)

5 Address (number, street, and apt. or suite no.; see instructions).
1 Chemical Plant Road
6 City, state, and ZIP code
Riceboro, GA 31323

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Special Instructions on page 1.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
3	4	-	1	8	1	0	2	8	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here: Signature of U.S. person *[Signature]* Date ▶ 2/1/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
 - Form 1099-C (carcelsid debt)
 - Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Payment Instructions

Wire Transfer:

BANK OF AMERICA, N.A.
100 W. 33 St.
New York, NY 10001

PHONE: (646) 733-4766 or (646) 733-4765
FAX: (646) 733-4874

ABA: 026009593
061000052 (use this ABA for all ACH payments).

SWIFT: BofAUS3N (if remit is in US Dollars)
BofAUS6S (if remit is in Foreign Currency)

TELEX: 420831

IN FAVOR OF: POLYDYNE INC., RICEBORO, GA 31323 (USA)

ACCOUNT NUMBER: 3282509563

Credit Card:

Polydyne Inc. accepts all major credit cards. Credit card payments may be submitted online at <http://snf.us/paypolydyne/>. A receipt will be sent to the email address you provide once the transaction is complete. Credit card payments may also be authorized via email to: cardpayments@snfhc.com

Remittance Advice Email:

Remittance@snfhc.com

Company Check/Other:

REMITTANCE CAN BE SENT BY MAIL TO:

POLYDYNE, INC.
P. O. BOX 404642
Atlanta, GA 30384-4642

REMITTANCE CAN BE SENT BY COURIER,
FEDEX, UPS or other service to:

POLYDYNE, INC.
ONE CHEMICAL PLANT ROAD
RICEBORO, GA 31323 USA

Or:

POLYDYNE INC.
LOCKBOX 404642
6000 FELDWOOD ROAD
COLLEGE PARK, GA 30349 USA

Thank you for your business. If you have any questions, please contact Reginald Lee at (912) 884-3366 extension 2056 or via email at rlee@snfhc.com.



Vendor Contact Sheet

Contract and General Inquiries:

For contract related questions, including pricing and amendments, or general inquiries, including SDS requests, please contact our Bids and Contracts Department* via email at bids@polydyneinc.com or by calling 800-848-7659 Option 2.

*Bids and Contracts Department Team:

Randal Vickery, Bid and Contract Coordinator	PH: (912) 880-2035
Rebecca Beasley, Sales Administration Manager	PH: (912) 880-8013
Kimberly Fleming, Sr. Bid Specialist	PH: (912) 880-2042
Sandy Wells, Bid Specialist	PH: (912) 880-2089
Peggy Locke, Administrative Specialist	PH: (912) 880-2401

Technical Assistance:

Please contact your current Fort Bend Services Sales Representative. You may also contact David James by calling (281) 261-5199 or by email to DJames@fortbendservices.com.

Order Placement:

Orders may also be placed online at: www.polydyneinc.com/polydyne-online-order-form/ or through our Customer Service Department by calling (1) 800-848-7659, Option 1, or by email to: PolyCust@snfhc.com.

Billing and Payments:

Please see attached Payment Instructions. For questions concerning payments made or invoices received, please contact our Accounts Receivables Department, Credit Manager, Reginald Lee, at (912) 884-3366 Ext. 2056 or by email to rlee@snfhc.com.

Chemical Emergencies:

In case of spills or other emergency regarding the product(s) supplied by Polydyne Inc., please contact Chemtrec at (800) 424-9300.



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

This Contract Agreement, ("Agreement") is made as of this 3rd day of September, 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 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 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 omissive 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

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.

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

COUNTY:

St. Johns County, FL

Full Legal Name

By: *Leigh A. Daniels*

Signature of County Representative

Leigh A. Daniels, CPPB

Printed Name - County Representative

Purchasing Manager

Printed Title - County Representative

9/3/20

Date of Execution

VENDOR:

Fort Bend Services, Inc.

Company Name

By: *David James*

Signature of Vendor Representative

DAVID JAMES

Printed Name & Title

VICE PRESIDENT OF SALES

9/1/20

Date of Execution

ATTEST:

ST. JOHNS COUNTY, FL

CLERK OF COURT

Pam Halterman

Deputy Clerk

9/3/20

Date of Execution

LEGALLY SUFFICIENT

Regina P. L.

Deputy County Attorney

9/4/2020

Date of Execution

ST JOHNS COUNTY

SEP 03 '20

PURCHASING

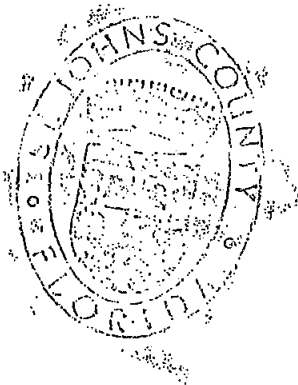


EXHIBIT "A"
RFP NO: 20-47; SUPPLY OF POLYMER
BASIS OF COMPENSATION

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

September 10, 2020

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

RE: RFP No: 20-4; Supply of Polymer
Master Contract No: 20-MCO-FOR-12483

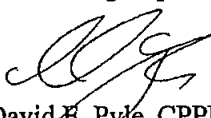
Dear Mr. James:

Enclosed, please find a fully executed original copy of the Contract Agreement for the above referenced services, for your files. The contract shall start as of December 1, 2020, upon expiration of the current Supply of Polymer agreement.

If you have any questions regarding this contract, or the required services, please don't hesitate to contact me at the information provided below.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department


David E. Pyle, CPPB
Purchasing Coordinator
(904) 209-0148 – Direct
(904) 209-0149 – Fax
dpyle@sjcfl.us

cc: Master Contract File