RESOLUTION NO. 2026 - 354

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD IFB NO. 2918; PURCHASE AND DELIVERY OF CARBON DIOXIDE TO AIRGAS USA, LLC., AS THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER, AND TO EXECUTE A CONTRACT, FOR THE PERFORMANCE OF SERVICES IN ACCORDANCE WITH THE IFB.

RECITALS

WHEREAS, the St Johns County Utility Department requires a Contractor to provide and deliver Carbon Dioxide on an as-need basis to multiple Water Treatment Plants including Northwest Water Treatment Plant and 214 Water Treatment Plant; and

WHEREAS, through the County's formal Bid process, it was determined to be in the best interest to award and contract with Airgas USA, LLC., as the responsive and responsible bidder; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contracts (attached hereto, and incorporated herein) and finds that entering into a contract serves a public purpose; and

WHEREAS, the project will be funded by the Utilities 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 IFB No. 2918; Purchase and Delivery of Carbon Dioxide to Airgas USA, LLC., as the lowest, responsive, responsible Bidder.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft for the completion of the project as specifically provided in IFB No: 2918.

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 3rd day of November, 2026.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Rendition Date NOV 03 2026

By: Clay Murphy
Clay Murphy, Chair

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

By: Crystal Smith
Deputy Clerk

ST. JOHNS COUNTY FLORIDA

GENERAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

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This General Services Agreement ("Contract") is made this ___ day of _____, 2026 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and Airgas USA, LLC ("Contractor"), a company authorized to do business in the State of Florida, with its principal offices located at: 5249 Tampa West Blvd., Tampa, FL 33634, Phone: (813) 884-4232, and E-mail: us-aso-contracts@airgas.com, for **BID NO.: 2918; Purchase and Delivery of Carbon Dioxide**.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

a) Fully Executed Change Orders and Amendments to this Agreement
b) This Fully Executed General Services Agreement and all Exhibits and/or Attachment here to:
   i. Exhibit A – Scope of Services
c) Bid Documents and Bid Forms with all addenda thereto for Bid No. 2918
d) Bonds and Insurance furnished by Contractor

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor's bid/proposal documents or invoices shall be binding upon County or become part of the Contract Documents.

1.2 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

1.2.1 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.3 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Contract executed by the County and issued after execution of the Contract.

1.2.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.5 Change Order: A written order to Contractor executed by the County, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof.

1.2.6 Contract Price: The sum set forth in this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.7 Contract Time: The number of calendar days between commencement and completion of the Work, as may be amended by Change Order.

1.2.8 Final Completion: Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.9 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.10 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Final Completion date.

1.2.11 County Representative: The individual tasked with representing the interests of the County throughout the duration of the Contract.

1.2.12 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.13 Work: All services required by the Contract Documents, including all labor, materials, supplies, equipment and services as well as all other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract.

1.3 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

1.4 Disputes

1.4.1 Contractor is solely responsible for requesting instructions, interpretations or clarifications concerning the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and the County. Unless otherwise directed in writing, Contractor shall at all times carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the County who shall reduce such decision to writing. The decision of the County shall be final and conclusive. Contractor's failure to protest the County's determination or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

1.4.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

ARTICLE II THE WORK

2.1 Labor and Materials

2.1.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.1.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.1.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday.

Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.1.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.2 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 11, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to satisfactorily complete the Work.

2.3 Cleaning the Jobsite

Contractor shall keep its Work area(s) neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from the Work area as well as all tools, appliances, equipment, temporary utilities, temporary Work and machinery and surplus materials.

2.4 Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Final Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Contractor from the responsibility for any loss or damage to items.

2.5 Access to Work

The County and/or County Representative, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

2.6 Utilities

If the scope of Work requires, Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents.

2.7 Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use the County's tax-exempt status unless specifically authorized in writing in advance.

2.8 Publicity and Advertising

2.8.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract or the Work or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.8.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.9 County Furnished Items

2.9.1 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for Work.

2.9.2 The County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor. The above responsibility notwithstanding, Contractor may request a (hardcopy) set of Contract Documents from the County. Contractor will reimburse the County for the actual costs (or $25, whichever is greater), of providing such hardcopy set.

ARTICLE III CONTRACT TIME

3.1 Term

3.1.1 This agreement shall become effective upon signature by the County, and shall remain in effect for an initial term of two (2) calendar years with the option for three (3) one (1) year renewals available for exercise by the County, upon satisfactory performance by the Contractor, continued need for the services, 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 renew this Agreement.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 The County shall compensate the Contractor based upon the Unit Price of point one three eight cents ($0.138) per pound of carbon dioxide", (hereinafter the "Contract Price").

4.1.2 Unit prices included in the Contract Price are "all-inclusive", including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other items incidental to or necessary for the completion of the Work. Unit prices are fixed for the duration of the initial term and are not subject to escalation for any cause.

4.1.3 Contractor may submit for pricing adjustments for County consideration on the annual anniversary of this Contract. Any requested pricing adjustments must be submitted to the County no less than 60 days prior to the anniversary of the Effective Date of the Contract after the Initial Term of two (2) years. The consideration for any price adjustment shall be based upon the current Consumer Price Index (CPI)- All Urban Consumers (CPI-U) but shall at no point exceed four percent

(4%) in any given year. The County is under no obligation to grant any requested pricing adjustment. The Contractor is not permitted to combine and/or compound the requested increase in the following year to "make-up" for the previous years.

4.2 Measurement and Payment

4.2.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the County Representative upon request. Contractor shall notify the County Representative prior to the time such surveys are made. The County Representative may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.2.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.3 Progress Payments

4.3.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered Insurance Certificate(s) evidencing coverages in accordance with Article 11. The County will not make any payment to Contractor until Contractor has complied with this requirement.

4.3.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the County Representative in such form and manner, and with such supporting data and content, as the County Representative may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The County Representative will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the County Representative's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.3.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County Representative, Contractor may demand in writing a meeting with and review by the County's Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.3.4 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

4.4 Application for Payment

4.4.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed. Each Application for Payment shall clearly include:

a) The Contract Number;
b) A unique Application for Payment number;
c) Contractor's legal name and address;
d) Taxpayer identification number (Contractor's federal employer identification number);
e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
f) The original Contract Price including approved Change Order amounts; and,
g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's

Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.4.2 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.4.3 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of $50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.4.4 No progress payment shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.4.5 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.5 Withheld Payment

4.5.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 10.2 below;
c) Contractor fails to pay Subcontractors or others in full and on-time;
d) Contractor fails to submit schedules, reports, or other information required under the Contract;
e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
g) Defective or nonconforming Work is not remedied; or
h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.5.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the County Representative and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 12.18 titled "Written Notice".

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.4 Final Inspection and Testing

All equipment and materials furnished and Work performed shall be inspected and tested by Contractor at Contractor's expense. Contractor shall give the County Representative timely notice, at least 48 hours in advance, of readiness of the Work for required inspections, tests or approvals unless otherwise specified in the Contract Documents. Neither observations by the County nor inspections, tests, or approvals shall relieve Contractor from the Contractor's obligations to

perform the Work in accordance with the Contract Documents. The County Representative will issue a Final Certificate for Payment following satisfactory inspection of the Work.

5.5 Final Payment

5.5.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice.

5.5.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

5.5.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE VI COUNTY REPRESENTATIVE

6.1 County Representative Responsibilities

6.1.1 The County shall designate as its representative a County Representative. The County Representative shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the County Representative.

6.1.4 The County Representative shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The County Representative shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the County Representative deems it necessary or advisable, the County Representative shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

6.1.8 The County Representative shall, upon written request from Contractor, conduct inspections to determine the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.9 The County Representative's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

ARTICLE VII CHANGES IN THE WORK

7.1 General

7.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, unilaterally direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents.

7.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall, within five (5) days of such change or act or omission, submit a written notice to the County Representative explaining in detail the basis for the change request. Upon agreement as to the impact of the change or act or omission, the Contract Time and/or Contract Price shall be adjusted by written Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

7.2 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

7.3 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

ARTICLE VIII STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

8.1 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the County Representative, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

8.2 County May Accept Defective or Nonconforming Work

If the County chooses to accept defective or nonconforming Work, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE IX CONTRACT SUSPENSION AND TERMINATION

9.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible.

9.2 Termination

9.2.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

9.2.2 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the Jobsite or Work area in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

9.2.3 Contractor shall not remove from any Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor's facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

9.2.4 If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid Contractor shall be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination. No amount shall be allowed for anticipated profit or unperformed work.

9.2.5 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or

repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the Jobsite and of all materials, equipment, tools, and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

ARTICLE X WARRANTY AND INDEMNITY

10.1 Warranty

10.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

10.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

10.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

10.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

10.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

10.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be constructed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

10.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

10.1.8 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

10.2 Indemnity

10.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

10.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statues, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

10.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statues, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

10.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 10.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

10.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

10.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

10.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

10.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

10.2.9 The indemnification provisions of this Section 10.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XI INSURANCE

11.1 Contractor's Insurance Requirements

11.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

11.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

11.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may

have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

11.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

11.3 Workers Compensation & Employer's Liability

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

11.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

11.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

11.6 Other Requirements

The required insurance limits identified in Sections 11.4 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE XII MISCELLANEOUS

12.1 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either

immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

12.2 Backcharges

Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

12.3 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

12.4 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

12.5 Assignment

Contractor shall not assign the Work or this Contract, in whole or in part, without the prior written consent the County. Contractor shall be responsible for all Work performed under the Contract Documents. Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

12.6 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

12.7 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

12.8 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

12.9 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

12.10 No Waiver of Sovereign Immunity
Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

12.11 Execution in Counterparts
This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

12.12 Entire Contract
This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between County and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

12.13 Survival
The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

12.14 Employment Eligibility and Mandatory Use of E-Verify
As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.

b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. The Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.

12.15 Equal Employment Opportunity
During the performance of this Contract, Contractor agrees as follows:

12.15.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and

employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12.15.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

12.15.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

12.15.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.15.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.15.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.15.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.15.8 Contractor will include the provisions of paragraphs 12.15.1 through 12.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

12.16 Public Records

12.16.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

(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 Applicable Law;

(3) Ensure that public records related to this Contract 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 Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and

(4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

12.16.2 If Contractor, upon expiration of this Contract or earlier termination thereof: i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and 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.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

12.17 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

12.18 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

12.18.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

12.18.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

12.19 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written

communication under this Contract shall be validly given when delivered as follows:

i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or

ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Jaime Locklear
Email Address: jlocklear@sjcfl.us

Airgas USA, LLC
5249 Tampa West Blvd
Tampa, FL 33634
Attn: John Sheehan
Email Address: us-aso-contracts@airgas.com

With a copy to:
St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: BCCAttorney@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

****

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Jaime Locklear
(Printed Name)

Purchasing Director
(Title)

_____
(Date of Execution)

Contractor

Airgas USA, LLC (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

_____
(Printed Name)

_____
(Title)

_____
(Date of Execution)

Legally Sufficient:

_____
(Office of County Attorney)

_____
(Date of Execution)

FORM 1

FINAL CERTIFICATE FOR PAYMENT

Contract No.:	**Jobsite** *(name & address)*:
Contractor *(name & address)*:	
	County Representative:
	Bid No.:
Date of Issuance:	**Notice to Proceed Date:**

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provisions of the Contract Documents and is accepted under the terms and conditions thereof.

The County, through its County Representative, accepts the Work as fully complete and will assume full possession thereof

at _____ on _____.
(time) (date)

ST. JOHNS COUNTY: _____ _____ _____
County Representative **Signature** **Date**

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	**County Department/Division:**
Contract No.:	**Contractor Name:**
Project (Jobsite) Address:	**Contractor Address:**
	Contractor License No.:
Payment Amount:	**Amount of Disputed Claims:**

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter **"None"**):

None

Signed this __day of _____, 20__

_____
Contractor/Company Name

By: _____
Signature

_____
Printed Name

_____
Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.

Exhibit A
Scope of Services

Contractor will provide and deliver industrial grade Carbon Dioxide on an as needed basis. Orders will be placed via a designated St. Johns County Utility Department (SJCUD) employee. Delivery will take place to either of the following locations specified herein, and will be specified on each order. Delivery should take place no later than three (3) business days from order placement, unless an emergency delivery order is placed, in which case should be delivered within twenty-four (24) hours. Supplier will be responsible the unloading and filling of Carbon Dioxide tanks.

Product Material Requirements
All carbon dioxide shall be tested and certified to meet the following standards:

- CGA Specifications for Food Grade Carbon Dioxide
- AWWA Standard B300-04
- American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60)
- Drinking Water Treatment Chemicals Health Effects

It is the responsibility of the Contractor to inform the County that NSF or UL Certification has been revoked or lapsed within twenty four (24) hours of the time the Contractor receives verbal or written notification. Certifications shall be held through the duration of the Contract and loss of certification shall constitute sufficient grounds for termination of Contract.

Compressed Gas Association (CGA) "Food Grade" Carbon Dioxide:

Test Description	CGA Specification "Food Grade" Units = ppm (v/v)
Carbon Dioxide (purity %)	99.5%
Acetaldehyde	0.5
Carbon Monoxide (CO)	10.0
Carbonyl Sulfide (COS)	0.5
Hydrogen Sulfide (H2S)	0.5
Nitric Oxide (NO)	5.0
Nonvolitile Residues (wt/wt)	10
Odor	Free of foreign odor
Taste	Free of foreign taste
Oxygen	50.0
Sulfur Dioxide (SO2)	5.0
Total hydrocarbon content (as methane)	50.0
Total Sulfur	0.5
Water (H2O)	20.0

Delivery Specifications and Locations:
For all purchased chemicals, the Contractor shall make regular deliveries within three (3) calendar days after receipt of order, In the case that the County is in risk of running out of the product within twenty-four (24) hours, the County will make an emergency delivery request. The request shall be placed in written form from a St. Johns County Utility Department Point of Contact. Emergency Deliveries must be delivered within twenty-four (24) hours of notification from the County. The County shall make every effort possible to minimize the number of emergency deliveries.

The County reserves the right to change the quantity of a chemical ordered and the date of delivery at its discretion within a twenty four (24) hour written notice to the Contractor.

All deliveries shall be fright prepaid, FOB to each St. Johns County Facility.

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

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

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

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

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

Due to security and safety concerns, all delivery vehicle drivers must be U.S. citizens and have a proper commercial driver's license with a Hazardous Materials endorsement. Contractor-supplied drivers shall have their Driver's License on them at all times, ready for display during transportation of chemicals for the County. The Contractor shall supply the County with copies of the Driver's Licenses of all delivery drivers and shall send out an updated driver list with photographic copies of Driver's Licenses documentation within twenty-four (24) hours of any changes in personnel. The County shall use the Driver's license documentation to verify whether the driver is actually an employee of the Contractor. Failure to show a valid license or to properly document the driver as an employee of the Contractor will result in the County's rejection of delivery at the Contractor's cost and possible subsequent termination of the contract.

Shipments shall be rejected that fail to meet any of the requirements described herein at the Contractor's cost. In the even a shipment is rejected, the Contractor shall be required to send a replacement shipment to the affected location within four (4) hours of notification of the County. Failure to provide a replacement shipment that meets the requirements within the specified period of time shall constitute termination of the Contract.

Delivery Locations are subject to change as necessary to meet the water and wastewater treatment demands of the County. Split deliveries to multiple locations shall be coordinated and accepted by the County, when possible, to encourage economical delivery of product via bulk tankers dependent upon storage capabilities at the time of delivery. However, the Contractor shall be required to deliver the Minimum Delivery Required amount.

Deliveries of Carbon Dioxide will be made to the following locations:

1. Northwest Water Treatment Plant (NW WTP)
    a. 11185 Saint Johns Parkway St. Augustine, FL 32092
    b. 2 each 91-ton tanks
2. 214 Water Treatment Plant (214 WTP)
    a. 2160 Water Plant Road, St. Augustine, FL 32092
    b. 1 each 26-ton tank

Minimum Delivery: 20 tons
Estimated Annual Usage: 3,897,810 lbs
Special Delivery Requirements: Bulk Tanker Loads

Occupational Health and Safety

Contractor Safety Requirements: Contractor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Contractor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at a minimum, chemical googles and rubber gloves when handling hoses and valves. Contractor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of the Contractor delivery personnel to contain leaks and to report any and all spills.

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

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
    - The potential for fire, explosion, corrosivity and reactivity;
    - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
    - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information way complied and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to:
    - Department of Labor and Employment Security
      Bureau of Industrial Safety and Health
      Toxic Waste Information Center
      2551 Executive Center, Circle West
      Tallahassee, Florida 32301-5014
      Phone: (800) 367-4378

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

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

NOTICE OF INTENT TO AWARD

August 10, 2026

IFB No: 2918; Purchase and Delivery of Carbon Dioxide

St. Johns County hereby issues this Notice of Intent to Award to **Airgas USA, LLC.** as the lowest, responsive, responsible Bidder under the above referenced Invitation for Bids.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice the County will proceed with award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Kayla Lauro, Procurement Coordinator, via email at klauro@sjcfl.us or phone at (904) 209-0164.

St. Johns County, FL
Board of County Commissioners
Purchasing Department

Date: 8/10/26

Bryan Matus, CPPO, FCCM
Purchasing Manager
bmatus@sjcfl.us
(904) 209-0148 - Direct

ST. JOHNS COUNTY, FL
BID TABULATION

OPENING DATE: 7/22/2026
OPENED BY: Kayla Lauro
VERIFIED BY: Leanne Cribbs
POSTING DATE: 8/10/2026

IFB NUMBER: 2918 Purchase and Delivery of Carbon Dioxide
AND TITLE

BIDDERS	Total Annual Cost					
American Carbonics LLC	$773,715.29					
Airgas USA, LLC	$537,897.78					

Any actual Bidder who is aggrieved in connection with the Notice of Intent to Award, where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Purchasing Director. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

All public records shall become available for inspection and copying pursuant to Chapter 119, Florida Statutes.

Bidder acknowledges the County's issuance of the following Addenda:

No.: 1 Date Received: No.: 07/08/2026 Date Received: 07/08/2026

No.: _____ Date 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 bid, as principals, and that this bid is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

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

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

CORPORATE/COMPANY

Full Legal Company Name: Airgas USA, LLC (Seal)

By: _____ John Sheehan Sr. Division President - South
Signature of Authorized Representative (Name & Title typed or printed)

Address: 5249 Tampa West Blvd Tampa FL 33634

Telephone No.: (813-884-4232 Fax No.: (___) _____

Email Address for Authorized Company Representative: us-aso-contracts@airgas.com

Federal I.D. Tax Number: 56-0732648

INDIVIDUAL

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

Address: _____

Telephone No.: (___) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

PAYMENTWORKS REGISTRATION (SUBSECTION 21):

Authorized POC: _____ Email Address for POC: _____
(Name typed or printed)

ATTACHMENT "A"
Pricing Sheet

The County requests that the Supplier submit proposed annual pricing, with the understanding that the unit prices provided will serve as the basis for payment under the awarded contract. Actual quantities of Carbon Dioxide purchased may vary throughout the contract term based on the County's needs. The Supplier acknowledges that pricing shall remain firm for the contract period unless adjusted in accordance with contract terms, and that the County shall not guarantee any minimum quantity of Carbon Dioxide purchased.

Description	Unit Size	Unit Price per LB**	Estimated Annual Usage*	Extended Price
Carbon Dioxide	LB	$ .138	3,897,810 LB	$ 537,897.78
		Total Annual Cost		$ 537,897.78 (does not include tax)

*The estimated annual usage quantities provided herein are for bidding purposes only. Actual quantities ordered may vary and are not guaranteed.

**The unit cost shall be all-inclusive and shall cover all expenses associated with the supply and delivery of carbon dioxide, as outlined in the Scope of Work. Such expenses include, but are not limited to, freight, labor, equipment rental, and any other costs necessary to fulfill the contractual requirements.

IFB 2918; Purchase and Delivery of Carbon Dioxide

ATTACHMENT "B"

ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida

COUNTY OF Hillsborough

The Undersigned authority, John Sheehan ("Affiant"), who being duly sworn, deposes and states that he/she is the Sr. Division President - South (Title) of the Bidder AIRGAS USA LLC (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for **IFB 2918; Purchase and Delivery of Carbon Dioxide** in St. Johns County, Florida.

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

DATED this 21 day of July, 2026.

Signature of Affiant

John Sheehan

Printed Name of Affiant

Sr. Division President - South

Printed Title of Affiant

AIRGAS USA LLC

Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 21st day of 21st July 2026 by John Sheehan who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires:

ANNALISA SCHMIDT
Notary Public-State of Florida
Commission # HH 667606
My Commission Expires
June 29, 2029

IFB 2918; Purchase and Delivery of Carbon Dioxide
ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

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

The bidder shall attach a copy of each current license, certifications listed below to this form

License(s)/Certificate(s)/Pre-Qualifications	License #	Issuing Agency	Expiration Date

IFB 2918; Purchase and Delivery of Carbon Dioxide

ATTACHMENT "D"

LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address

IFB 2918; Purchase and Delivery of Carbon Dioxide
ATTACHMENT "E"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, IFB) Number/Description: **IFB No 2918; Purchase and Delivery of Carbon Dioxide**

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 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.

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

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

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

Please check the appropriate statement:

☑ I hereby attest that the undersigned Bidder 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 Bidder, 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 Bidder: AIRGAS USA LLC

Authorized Representative(s):

Signature	John Sheehan Sr. Division President - South Print Name/Title
Signature	Print Name/Title

IFB 2918; Purchase and Delivery of Carbon Dioxide
ATTACHMENT "F"
DRUG-FREE WORKPLACE FORM

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

AIRGAS USA LLC 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 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

7/21/2024
Date

IFB 2918; Purchase and Delivery of Carbon Dioxide
ATTACHMENT "G"
CLAIMS, LIENS, LITIGATION HISTORY

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

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 contract 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 _____ If yes, please explain in detail:
N/A

(Use additional or supplemental pages as needed)

IFB 2918; Purchase and Delivery of Carbon Dioxide

ATTACHMENT "H"

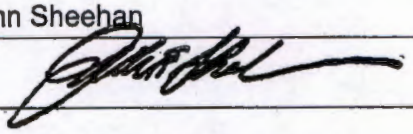
NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Invitation for Bid issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Bids submitted in response to the Invitation for Bid or in return for execution of a contract for performance or provision of services for which Bids are herein sought.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): John Sheehan

SIGNATURE: 

TITLE: Sr. Division President - South

DATE: 7/21/2024

NAME OF FIRM/PARTNERSHIP/CORPORATION:

AIRGAS USA LLC

IFB 2918; Purchase and Delivery of Carbon Dioxide
ATTACHMENT "I"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Hillsborough

I, John Sheehan Sr. Division President - South (hereinafter "Affiant"), being duly authorized by and on behalf of AIRGAS USA LLC (hereinafter "Contractor") hereby swears or affirms as follows:

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. 2918 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 21st day of July, 2026.

Signature of Affiant

John Sheehan
Printed Name of Affiant

Sr. Division President - South
Printed Title of Affiant

AIRGAS USA LLC
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 21st day of July, 2026 by John Sheehan Sr. Div. President is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires:

ANNALISA SCHMIDT
Notary Public-State of Florida
Commission # HH 667606
My Commission Expires
June 29, 2029

IFB 2918; Purchase and Delivery of Carbon Dioxide

ATTACHMENT "J"

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Section 787.06(13), Florida Statutes requires all non-governmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Supplier, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this 21st day of July, 2026.

Signature of Affiant

John Sheehan

Printed Name of Affiant

Sr. Division President - South

Printed Title of Affiant

AIRGAS USA LLC

Full Legal Name of Supplier

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 21st day of July, 2026, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

ANNALISA SCHMIDT
Notary Public-State of Florida
Commission # HH 667606
My Commission Expires
June 29, 2029

IFB 2918; Purchase and Delivery of Carbon Dioxide

ATTACHMENT "K"

ACKNOWLEDGEMENT OF ADDENDA

Bidder hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the IFB Documents. By acknowledging the Addenda listed below, Bidder hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Bidder's Bid. Failure to acknowledge and incorporate issued Addenda may result in a Bidder being deemed non-responsive to the requirements of the IFB, and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF BIDDER'S REPRESENTATIVE	TITLE OF BIDDER'S REPRESENTATIVE	SIGNATURE OF BIDDER'S REPRESENTATIVE
1	7/8/2026	Brian McHale	Bulk Gas Sales Spec.	Brian McHale

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

2026 **EXPIRES** **SEPTEMBER 30, 2026** 3502-1132383

3502 WHOLESALE INDUSTRIAL SUPF $30.00 6 EMPLOYEE(S)

TOTAL TAX	$	30.00
PREVIOUSLY PAID	$	30.00
TOTAL DUE	$	0.00

AIRGAS USA LLC

AIRGAS USA LLC
PO BOX 9219
MARIETTA, GA 30065-2219

4340 N ORANGE BLOSSOM TRL
U - ORLANDO - 32804

Paid $ 30.00 H02-25-01007391 09/23/2025

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

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

2026 **EXPIRES** **SEPTEMBER 30, 2026** 3502-1132383

3502 WHOLESALE INDUSTRIAL SUPF $30.00 6 EMPLOYEE(S)

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

TOTAL TAX	$	30.00
PREVIOUSLY PAID	$	30.00
TOTAL DUE	$	0.00

AIRGAS USA LLC

AIRGAS USA LLC
PO BOX 9219
MARIETTA, GA 30065-2219

4340 N ORANGE BLOSSOM TRL
U - ORLANDO - 32804

Paid $ 30.00 H02-25-01007391 09/23/2025

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

2025 - 2026

CITY OF ORLANDO
PERMITTING SERVICES

Local Business Tax Receipt

(Formerly known as "Business License" changed per state law HB1269-2006)

Business Name
AIRGAS USA LLC
PO BOX 9219
MARIETTA, GA 30065

Business Owner
AIRGAS USA LLC

Business Location
4308 N ORANGE BLOSSOM TRL
ORLANDO, FL

NOTICE-THIS TAX RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENTCY.

Case Number: BUS-1071806

Issued Date: 10/01/2025

Expiration Date: 09/30/2026

Business type(s):

Description	Year
MERCNT 5099 WSALE MEDICAL/CHEM	2026

CITY OF ORLANDO
PERMITTING SERVICES

Local Business Tax Receipt
City Hall, 400 South Orange Avenue, First Floor
Post Office Box 4990
Orlando, Florida 32802-4990

Phone: 407.246.2204 Fax: 407.246.3420

Email: businesstax@orlando.gov

Prompt! Interactive Voice Response System: 407.246.4444
Visit our website: orlando.gov/permits

Board of County Commissioners
St. Johns County, Florida

INVITATION FOR BIDS NO: 2918

Purchase and Delivery of Carbon Dioxide

St. Johns County Purchasing Department
4040 Lewis Speedway
St. Augustine FL 32084
(904) 209-0150
https://www.sjcfl.us/departments/purchasing/

Final: 06/25/26

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PART I – GENERAL TERMS AND CONDITIONS

1) DEFINITIONS

Terms used within this Invitation for Bids ("IFB") shall have the meaning as set forth in the St. Johns County Purchasing Policy ("Policy"), or as otherwise defined herein. Any definition provided herein, shall govern the definitions provided in the Policy.

2) PURPOSE & INTENT

The purpose for this IFB is to solicit Bids from qualified Bidders, to provide and deliver Carbon Dioxide to multiple locations in St. Johns County for our Utility department on an as needed basis.

3) COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All provisions of the Policy and associated procedures are incorporated into the IFB Documents by reference and are fully binding. Bidders are required to submit their Bids, and to conduct their activities in accordance with the Policy and associated procedures.

4) BIDDER'S REPRESENTATION

By submitting a Bid, each Bidder represents and warrants that Bidder has read and understands all information and requirements provided herein, and that Bidder is familiar with and understands all conditions related to the work specified herein, and the submitted Bid is based upon all necessary considerations to perform the work in accordance with all specifications and requirements provided herein, or as otherwise provided in an Addendum. Bidder also represents that any and all costs associated with performing the specified work are included in the submitted Bid.

5) IFB DOCUMENTS

The IFB Documents are those documents which shall govern the solicitation, submittal, consideration, and award of submitted Bid(s), which generally includes, but is not limited to: IFB Documents, Specifications, Plans, Drawings, and all issued Addenda.

IFB Documents may be obtained from www.demandstar.com or SJC Purchasing Department. The IFB Documents shall be used by Bidders to prepare their Bid for submittal. St. Johns County ("County") shall not assume any responsibility for errors or misrepresentations resulting from the use of complete or incomplete sets of IFB Documents. The County, in making the IFB Documents available, do so only for the purpose of obtaining Bids for the specified purpose and do not confer a license or grant for any other use.

6) INTERPRETATION OR CORRECTION OF IFB DOCUMENTS

Bidders shall promptly notify the Designated Point of Contact of any ambiguity, inconsistency, or error which they may discover upon examination of the IFB Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the IFB Documents shall make a written request to the Designated Point of Contact by or before the deadline for questions as provided herein.

An interpretation, correction or change of the IFB Documents will be made by Addendum. Interpretations, corrections, or changes of the IFB Documents made in any other manner will not be binding, and Bidders must not rely upon such interpretations, corrections, or changes. No change will be made to the IFB Documents by the County less than seven (7) days prior to the submittal deadline for Bids. The County, however, reserves the right to issue addendums at any time prior to the submittal deadline for Bids in order to serve the best interest of the County.

7) SUBSTITUTIONS

The materials, products and equipment described in the IFB Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. No substitution will be considered

unless written request for approval has been received by the Designated Point of Contact at least fourteen (14) calendar days prior to the submittal deadline for Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and testing data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require must also be included. The burden of proof of the merit of the proposed substitute is upon the proposer of the substitute. The Project Manager's approval or disapproval of the proposed substitution shall be final.

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

8) DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this IFB is Kayla Lauro, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Kayla Lauro, ***in writing***, via email klauro@sjcfl.us In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact sjcpurchasing@sjcfl.us.

9) LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Bidders **SHALL NOT** contact any staff member of the County, including members of the Board of County Commissioners, except the above-mentioned Designated Point of Contact with regard to this Invitation for Bids. Any such communication is a violation of the Policy and shall result in disqualification and removal from consideration for award under this IFB.

10) QUESTIONS

Any and all questions related to this project shall be directed, ***in writing***, to the Designated Point of Contact. Questions are due no later than four o'clock **(4:00PM) EST** on **Tuesday, July 07, 2026,** so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

11) ADDENDA

Any change, clarification, revision, deletion, additional documents, or information provided by the County after broadcast of this IFB will be provided via Addendum and posted to Demandstar (www.demandstar.com) with the IFB Documents. All planholders for this IFB will be notified of the posted addendum by Demandstar. Planholders may access and download issued Addenda for inclusion in their submitted Bid. Bidders may also request an issued addenda from the Designated Point of Contact, in writing. It is the responsibility of the Bidder to acquire any addenda issued by the County. The County is not responsible for a Bidder's failure to obtain any issued Addendum.

Bidders are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents, and information provided by Addendum into the submitted Bid. Failure by the Bidder to appropriately consider and incorporate the addenda into their submitted Bid may cause the submitted Bid to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Manager or Assistant Director of Purchasing and Contracts to determine whether or not an Addendum is material to the submitted Bid, resulting in disqualification and removal from consideration for award.

Each Bidder shall acknowledge all issued Addenda in the submitted Bid in the space provided on the Official County Bid Form, and completing and submitting **Attachment "K" – Acknowledgement of Addenda** with the sealed Bid.

12) BID SUBMITTAL REQUIREMENTS

The submittal deadline for Bids shall be no later than two o'clock **2:00PM EST on Wednesday, July 22, 2026, ("Submittal Deadline").** Bids must be submitted to:

SJC Purchasing Department
4040 Lewis Speedway
St. Augustine, FL 32084

Each Bidder must submit one (1) original hard copy, on the required forms provided herein, in a sealed envelope or container plainly marked with the Bidder's full legal company name, mailing address, and recite: **"IFB 2918; Purchase and Delivery of Carbon Dioxide"**. A mailing label has been provided herein for Bidders to use to identify their Bid.

All required forms and attachments, including the Official County Bid Form, must be completed, and all required information provided. Information must be typewritten or manually written in blue or black ink. Each Bid must include the Bidder's full legal company name, mailing address, telephone number, and must identify whether the Bidder is a sole proprietor, partnership, corporation, or other legal entity. **The submitted Bid should NOT include a full copy of the IFB General Terms and Conditions.**

Bidder shall assume full responsibility for timely delivery of their submitted Bid at the location designated above for receipt of Bids. Bids shall be delivered to the designated location prior to the submittal deadline provided above, or as revised by addendum. Bids received after the established submittal deadline will not be considered and will be returned to the sender unopened.

All mail delivered to the County is processed through SJC Central Receiving. Bidders must factor in the additional time for processing when mailing their submitted Bids to the County. Any Bids that are not delivered to the SJC Purchasing Department by the deadline above, shall not be considered, even if the Bid is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Bids that are delayed in delivery due to mail processing activities of the County's Central Receiving Office.

Additionally, the County is not responsible for Bids that are incorrectly labeled, addressed, mailed, or otherwise delivered to an incorrect location other than the SJC Purchasing Department. Any such Bid that is not received in the SJC Purchasing Department shall be returned to the Bidder, unopened.

Bidders must only submit one (1) Bid in response to this IFB. Oral, telephonic, telegraphic, or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and numerals, and in the case of a discrepancy between the two, the amount expressed in words shall govern. Additionally, where there are unit prices and extended prices, the unit prices shall govern over extended pricing.

Any interlineations, alterations, or erasures by the Bidder on the Bid Form must be initialed by the signer of the Bid. Failure to do so may cause the Bid to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form, nor qualify the submitted Bid in any manner. To do so will classify the Bid as being non-responsive.

Any submitted Bid must be signed by a principal of the Bidder, or other legally authorized to bind the Bidder to a contract. In the event the Bid is signed by a representative who is not a principal of the Bidder, a Delegation of Authority Letter must be submitted with the Bid, stating the delegation of authority by principal(s), owner(s), or officer(s) of the Bidder for the signing representative. The delegation of authority must be signed by the principal/owner/officer of the Bidder and must state the limits and duration of the delegation to the signing representative.

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

All Bids submitted in response to this IFB shall become the property of the County and will not be returned to the Bidders. In the event of an award, all documentation produced as part of the award shall become exclusive property of the County.

13) BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone or cancel this IFB, and/or resolicit Bids in order to serve the best interest of the County.

14) MODIFICATION OR WITHDRAWAL OF BID

A submitted Bid may not be modified, withdrawn, or canceled by the Bidder after the submittal deadline specified herein.

Prior to the submittal deadline for Bids, a Bid submitted early may be modified or withdrawn only by written notice to the Designated Point of Contact. Upon notice from a Bidder to modify or withdraw a submitted Bid, provided such notice is received prior to the submittal deadline for Bids, the County shall return the Bid to the Bidder unopened. Any modified Bids must be submitted prior to the submittal deadline specified herein, in order to be considered.

15) COSTS INCURRED BY BIDDERS

Bidders are responsible for any and all costs associated with developing and submitting a Bid in response to this IFB. Additionally, Bidders are solely responsible for any and all costs associated with providing any subsequent information requested by the County, attending any meetings with the County, and any other activities related to this solicitation and subsequent award proceedings. It is expressly understood, no Bidder may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any Bidder, during the IFB process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Bidder.

16) CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum, Bids received by or before the submittal deadline will be opened publicly, immediately after the submittal deadline provided herein. The Bid Tabulation shall be posted to DemandStar, upon verification of Bids and all information.

Rejection of Bids: The County reserves the right to reject any or all Bids that are not materially responsive to the requirements provided herein, or if it is determined to be in the best interest of the County. The County may also waive any minor formality or irregularity of any submitted Bid, provided the minor formality or irregularity does not materially impact the submitted Bid.

Bid Award: It is the intent of the County to award a multi-year contract to the lowest, responsive, responsible Bidder(s), based upon the Total Annual Cost and, if applicable, County accepted Alternates.

If an award is made, it will be made within ninety (90) days from the date of the Bid opening, unless stated otherwise in an Addendum. Submitted Bids must remain valid for a minimum of ninety (90) days from the date of the Bid opening and shall be irrevocable during this time unless otherwise agreed to by the County.

If only one (1) Bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted Bid is responsive to the requirements provided herein. The Bid may also be rejected and the IFB re-advertised, in order to best serve the needs of the County.

17) FORCE MAJEURE

Bidder pledges to provide the specified item(s) barring any delays due to Force Majeure events, which are those events not reasonably foreseeable and beyond the control of both the Bidder and County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, natural disasters, and other acts of God.

18) PROTESTS

Any actual Bidder who is aggrieved in connection with the Notice of Intent to award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may

file a Protest with the Assistant Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

19) MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Bidders must meet in order to be considered responsible to perform the work specified in this IFB. Bidders must submit sufficient documentation in their Bid Submittal, to clearly demonstrate that the Bidder meets or exceeds the following minimum qualification requirements:

a. Must have an active registration with the State of Florida, Department of State, Division of Corporations (www.sunbiz.org); and

b. Supplier must provide a copy of a current Local Business Tax Receipt from St. Johns County or from the local jurisdiction in the State of Florida where the Supplier's permanent business location or branch office is maintained, or provide a written exemption from the SJC Tax Collector's Office. If Supplier does not possess a current Local Business Tax Receipt from St. Johns County or from their local jurisdiction in the State of Florida, as provided above, Supplier must obtain such required Local Business Tax Receipt upon notification of the County's intent to award the Supplier, or must provide a written exemption from the SJC Tax Collector's Office; and

Bidders are required to currently hold and provide proof of any and all certifications and licenses required by Federal, State and/or County law, rule, regulation or ordinance in the submitted bid. Proof of qualifications shall be provided by completing and submitting **Attachment "C"** License/Certification List along with a copy of each license and certification listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted;

FAILURE BY A BIDDER TO PROPERLY DEMONSTRATE MEETING OR EXCEEDING THE MINIMUM QUALIFICATIONS STATED ABOVE IN THEIR SUBMITTED BID SHALL BE GROUNDS FOR DISQUALIFICATION AND REMOVAL FROM FURTHER CONSIDERATION FOR AWARD. THE COUNTY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION REGARDING THE QUALIFICATIONS AND EXPERIENCE OF ANY BIDDER IN ORDER TO DETERMINE RESPONSIBILITY OF THE BIDDER TO PERFORM THE SPECIFIED SERVICES.

20) PRICING

The pricing specified in the awarded Contract(s) must remain firm for the Initial Term of the awarded Contract.

The awarded Contractor(s) may submit a request for pricing adjustments for County consideration on the annual anniversary of the Contract. Any requested pricing adjustments must be submitted to the County no less than 60 days prior to the anniversary of the Effective Date of the Contract after the Initial Term of two (2) years. The consideration for any price adjustment shall be based upon the current Consumer Price Index (CPI)- All Urban Consumers (CPI-U) but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested pricing adjustment. The Contractor is not permitted to combine and/or compound the requested increase in the following year to "make-up" for the previous years.

21) PAYMENT TERMS

Payment terms are Net Forty-Five (45) days, in accordance with Chapter 218.74(2) Florida Statutes.

The County has implemented a registration process for awarded Bidders, which includes Contractors and Consultants even if the Bidder, Contractor, or Consultant is currently or has previously done business with the County. This process is through PaymentWorks, a third-party payee management system. Upon award, Bidder will receive an invitation to register from the County Purchasing Department, via email, which will originate from the PaymentWorks system. If a Bidder has already registered within PaymentWorks, the registration does not have to be done again. The Bidder is responsible for completing the registration process for acceptance by the County,

in order to receive any payments. If there are any questions about this process, Bidders can reach out to Leanne Cribbs lcribbs@sjcfl.us

22) INVOICES/ PAYMENTS

The Contractor(s) shall invoice the County for each event within ten (10) business days of providing the service. Invoices which do not reference valid St. Johns County purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the contractor for resolution of the discrepancies. It is the sole responsibility of the Contractor to reconcile the purchase order and the Contractor's invoice and to notify purchasing representative of any discrepancies prior to billing. The Contractor shall submit any invoices to the department placing order upon completion of the approved and authorized services.
Failure to submit invoices in the prescribed manner may delay payment. Unless otherwise notified, invoices should be emailed to utilitybuyer@sjcfl.us or delivered to:

St. Johns County Utility Department
ATTN: Brian Pinkerton
PO Box 3006
St. Augustine, FL 32085

At a minimum, all invoices shall contain the following basic information:

- Contractor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Unit Prices/ Extended Prices/ Total Price of Invoice
- Description of Services Performed

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

23) SUB-CONTRACTORS

Each Bidder shall complete and submit **Attachment "D"**, included herein, identifying all Subcontractors proposed to perform any portion of the Services, or stating that none are proposed

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

The County reserves the right to disqualify any Contractor, Subcontractor, or Supplier, due to previously documented service problems, either with performance or quality.

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

24) SAFETY & RELIABILITY

As part of assessing each bidder's reliability and safety record, each prospective bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of all of the bidder's manufacturing and distribution facilities that serve the Florida market. Additionally, each bidder shall submit a copy of its OSHA Form 300A/300 logs for the past three (3) years (with the names blocked out for privacy reasons) for ALL of the facilities that serve the Florida market. If the Bidder utilizes a third

party driving company or affiliated company, then they shall submit the OSHA 300 logs for that company as well. The County may require a site visit of the Bidder's manufacturing and/or distribution facilities to assess their safety and reliability as part of the bid evaluation process. Also, Bidders must state where the chemicals purchased by the County are being stored and shipped from in order to meet the obligation of the contract agreement.

25) COOPERATIVE OR PIGGYBACK PURCHASE

Bidders agree that any award made under this IFB constitutes a bid price which may be utilized by any State, County, municipality, or Political Subdivision in the State of Florida under the same terms, process and validity period at this IFB, should the awarded Bidder deem it in their best interest to do so.

26) AWARD AGREEMENT

Unless otherwise provided in the IFB Documents, the awarded Contract will be written on the St. Johns County General Services Agreement. The County's intent is to enter into a two (2) year contract with three (3) one (1) calendar year renewals.

27) EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor.

28) INDEMNIFICATION

Awarded Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statues, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of the Services.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statues, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary and all liabilities, damages, losses and costs related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Services or resulting from the incorporation in the Services of any invention, design, process, product, or device

not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

29) CONTRACTOR SAFETY AND HEALTH REQUIREMENTS

The Contractor shall comply with all applicable federal, state, and local laws, regulations, and standards relating to occupational safety and health, including, but not limited to, requirements of the Occupational Safety and Health Administration. The Contractor is solely responsible for the safety of its employees, agents, and subcontractors, including providing required training, personal protective equipment, exposure control measures, and the safe handling, storage, transport, and disposal of biological specimens and hazardous materials associated with deliver Carbon Dioxide. Failure to maintain compliance may be deemed a material breach of the Contract.

30) TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification of any and all items on non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Contract may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor. In the event the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract, the County may terminate the Contract, for cause.

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

If, at any time within the first year of the Initial Term, the Contract with the awarded Contractor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, enter into a Contract with the second lowest, responsible, responsive Bidder, to perform the remaining Services for that remainder of the Initial Term to prevent a gap in Services for the County, if it serves the best interest of the County to do so.

31) TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

32) INSURANCE

The awarded Bidder must not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be satisfactory to the County and shall be issued by companies authorized and duly licensed to transact business in the State of Florida. The Bidder shall furnish proof of Insurance to the County prior to the execution of this Contract. Certificates of insurance shall clearly indicate Bidder has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

Certificates must 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 Bidder of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
4040 Lewis Speedway
St. Augustine, FL 32084

The Bidder must procure and maintain during the life of the awarded Contract, Commercial General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Bidder, or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

The Bidder must procure and maintain during the life of the awarded Contract, Commercial Automobile Liability Insurance with minimum limits of $2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance, or use of any owned, non-owned or rented/hired automobiles. **The Automobile Liability policy must be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Bidder pursuant to the contract. This coverage may also be provided on the Bidders Pollution Liability policy.**

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

County reserves the right to adjust the minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

33) 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 Bidder shall be required to comply with all aspects of the American's Disabilities Act (ADA) during the performance of the work.

34) GOVERNING LAWS & REGULATIONS

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

35) PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body shall not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

36) CONVICTED AND DISCRIMINATORY VENDOR LISTS, AND SCRUTINIZED COMPANIES

Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

37) COMPLIANCE WITH FLORIDA STATUTE 287.138

Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.

Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

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

If the Bidder transfers all public records to the County upon completion of this Agreement, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of this Agreement, the Bidder 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 Bidder to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE BIDDER 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

PART II. SCOPE OF SERVICES

St. Johns County is soliciting Bids from qualified Bidders, to provide and deliver industrial grade Carbon Dioxide on an as needed basis. Orders will be placed via a designated St. Johns County Utility Department (SJCUD) employee. Delivery will take place to either of the following locations specified herein, and will be specified on each order. Delivery should take place no later than three (3) business days from order placement, unless an emergency delivery order is placed, in which case should be delivered within twenty-four (24) hours. Supplier will be responsible the unloading and filling of Carbon Dioxide tanks.

Product Material Requirements

All carbon dioxide shall be tested and certified to meet the following standards:

- CGA Specifications for Food Grade Carbon Dioxide
- AWWA Standard B300-04
- American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60)
- Drinking Water Treatment Chemicals Health Effects

It is the responsibility of the Contractor to inform the County that NSF or UL Certification has been revoked or lapsed within twenty four (24) hours of the time the Contractor receives verbal or written notification. Certifications shall be held through the duration of the Contract and loss of certification shall constitute sufficient grounds for termination of Contract.

Compressed Gas Association (CGA) "Food Grade" Carbon Dioxide:

Test Description	CGA Specification "Food Grade" Units = ppm (v/v)
Carbon Dioxide (purity %)	99.5%
Acetaldehyde	0.5
Carbon Monoxide (CO)	10.0
Carbonyl Sulfide (COS)	0.5
Hydrogen Sulfide (H2S)	0.5
Nitric Oxide (NO)	5.0
Nonvolitile Residues (wt/wt)	10
Odor	Free of foreign odor
Taste	Free of foreign taste
Oxygen	50.0
Sulfur Dioxide (SO2)	5.0
Total hydrocarbon content (as methane)	50.0
Total Sulfur	0.5
Water (H2O)	20.0

Delivery Specifications and Locations:

For all purchased chemicals, the Contractor shall make regular deliveries within three (3) calendar days after receipt of order, In the case that the County is in risk of running out of the product within twenty-four (24) hours, the County will make an emergency delivery request. The request shall be placed in written form from a St. Johns County Utility Department Point of Contact. Emergency Deliveries must be delivered within twenty-four (24) hours of notification from the County. The County shall make every effort possible to minimize the number of emergency deliveries.

The County reserves the right to change the quantity of a chemical ordered and the date of delivery at its discretion within a twenty four (24) hour written notice to the Contractor.

All deliveries shall be fright prepaid, FOB to each St. Johns County Facility.

Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00AM and 3:00PM, Monday through Friday ,with the exception of legal holidays, unless otherwise agreed upon. Deliveries made to unmanned

facilities must be coordinated with the County to provide the Contractor with access to the facility. All delivery personnel must be equipped with cellular phones to facilitate deliveries to unmanned and manned facilities.

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

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

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

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

Due to security and safety concerns, all delivery vehicle drivers must be U.S. citizens and have a proper commercial driver's license with a Hazardous Materials endorsement. Contractor-supplied drivers shall have their Driver's License on them at all times, ready for display during transportation of chemicals for the County. The Contractor shall supply the County with copies of the Driver's Licenses of all delivery drivers and shall send out an updated driver list with photographic copies of Driver's Licenses documentation within twenty-four (24) hours of any changes in personnel. The County shall use the Driver's license documentation to verify whether the driver is actually an employee of the Contractor. Failure to show a valid license or to properly document the driver as an employee of the Contractor will result in the County's rejection of delivery at the Contractor's cost and possible subsequent termination of the contract.

Shipments shall be rejected that fail to meet any of the requirements described herein at the Contractor's cost. In the even a shipment is rejected, the Contractor shall be required to send a replacement shipment to the affected location within four (4) hours of notification of the County. Failure to provide a replacement shipment that meets the requirements within the specified period of time shall constitute termination of the Contract.

Delivery Locations are subject to change as necessary to meet the water and wastewater treatment demands of the County. Split deliveries to multiple locations shall be coordinated and accepted by the County, when possible, to encourage economical delivery of product via bulk tankers dependent upon storage capabilities at the time of delivery. However, the Contractor shall be required to deliver the Minimum Delivery Required amount.

Deliveries of Carbon Dioxide will be made to the following locations:

1. Northwest Water Treatment Plant (NW WTP)
    a. 11185 Saint Johns Parkway St. Augustine, FL 32092

b. 2 each 91-ton tanks

2. 214 Water Treatment Plant (214 WTP)
    a. 2160 Water Plant Road, St. Augustine, FL 32092
    b. 1 each 26-ton tank

Minimum Delivery: 20 tons
Estimated Annual Usage: 3,897,810 lbs
Special Delivery Requirements: Bulk Tanker Loads

Occupational Health and Safety

Contractor Safety Requirements: Contractor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Contractor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at a minimum, chemical googles and rubber gloves when handling hoses and valves. Contractor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of the Contractor delivery personnel to contain leaks and to report any and all spills.

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

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
    - The potential for fire, explosion, corrosivity and reactivity;
    - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
    - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information way complied and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to:
    - Department of Labor and Employment Security
      Bureau of Industrial Safety and Health
      Toxic Waste Information Center
      2551 Executive Center, Circle West
      Tallahassee, Florida 32301-5014
      Phone: (800) 367-4378

Emergency Plan of Action and Safety Training: Within 30 days of award and acceptance of the contract for the supply of any chemical, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for St. Johns County to follow in case an emergency supply of chemicals are needed. The Contractor shall supply in writing, and emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers) and telephone contact numbers (24-hour contact numbers) within 30 days of award and acceptance of the contract to supply any chemical listed herein. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Contractor. This section in no way relieves the Contractor of their responsibility to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel (including

one degreed engineer) to immediately respond to such event, to work with the local Hazardous Material Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, the Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S.11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall indemnify and hold St. Johns County harmless for any failure to properly report and/or comply with this provision. In addition, the Contractor shall bear all expenses of spills, unless caused by the sole negligence of St. Johns County.

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

OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS

IFB 2918; Purchase and Delivery of Carbon Dioxide

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

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

DATE SUBMITTED: _____

BID PROPOSAL OF

_____

Full Legal Company Name

_____

Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of this solicitation and having carefully examined the Bid Documents and Specifications for **IFB 2918; Purchase and Delivery of Carbon Dioxide**, the undersigned proposes to furnish all materials, labor, supervision, transportation, equipment, delivery and all other costs, fees, or charges, and all other requirements necessary to comply with the Contract Documents for the following bids quoted in the Bid Proposal summarized as follows:

Total Annual Price Submittal:

$_____

Total Annual Cost (Written in Numerals)

_____/Dollars

Total Annual Cost (Written in Words)

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, award to multiple vendors and to award the bid that best services the best interest of St. Johns County.

Total Annual Cost shall include any and all fees, surcharges, and any other additional monies associated with performing the work required by this Contract. Bidder shall insert the Total Annual Cost, in numerals and in words. In the event of a discrepancy between the two amounts the amount written in words will be used.

In the event the Total Annual Cost is illegible, the County reserves the right to determine the submitted bid as non-responsive and remove the bid from consideration.

Bidder must complete and attach all required Forms and Attachments provided herein to the submitted Bid. Failure to submit any required document, may be grounds for disqualification and removal from further consideration.

Bidder acknowledges the County's issuance of the following Addenda:

No.: _____ Date Received: No.: _____ Date Received: _____

No.: _____ Date 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 bid, as principals, and that this bid is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

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

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

CORPORATE/COMPANY

Full Legal Company Name:_____(Seal)

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

Address:_____

Telephone No.: (__)_____ Fax No.: (___)_____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____

INDIVIDUAL

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

Address:_____

Telephone No.: (__)_____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

PAYMENTWORKS REGISTRATION (SUBSECTION 21):

Authorized POC: _____ Email Address for POC:_____
(Name typed or printed)

ATTACHMENT "A"
Pricing Sheet

The County requests that the Supplier submit proposed annual pricing, with the understanding that the unit prices provided will serve as the basis for payment under the awarded contract. Actual quantities of Carbon Dioxide purchased may vary throughout the contract term based on the County's needs. The Supplier acknowledges that pricing shall remain firm for the contract period unless adjusted in accordance with contract terms, and that the County shall not guarantee any minimum quantity of Carbon Dioxide purchased.

Description	Unit Size	Unit Price per LB**	Estimated Annual Usage*	Extended Price
Carbon Dioxide	LB	$	3,897,810 LB	$
		Total Annual Cost	$	

*The estimated annual usage quantities provided herein are for bidding purposes only. Actual quantities ordered may vary and are not guaranteed.

**The unit cost shall be all-inclusive and shall cover all expenses associated with the supply and delivery of carbon dioxide, as outlined in the Scope of Work. Such expenses include, but are not limited to, freight, labor, equipment rental, and any other costs necessary to fulfill the contractual requirements.

IFB 2918; Purchase and Delivery of Carbon Dioxide
ATTACHMENT "B"
ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____

COUNTY OF _____

The Undersigned authority,_____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the Bidder _____ (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for **IFB 2918; Purchase and Delivery of Carbon Dioxide** in St. Johns County, Florida.

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

DATED this _____ day of _____, 20____.

_____
Signature of Affiant

_____
Printed Name of Affiant

_____
Printed Title of Affiant

_____
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced_____ as identification.

_____
Notary Public
My Commission Expires:_____

IFB 2918; Purchase and Delivery of Carbon Dioxide
ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

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

The bidder shall attach a copy of each current license, certifications listed below to this form

License(s)/Certificate(s)/Pre-Qualifications	License #	Issuing Agency	Expiration Date

IFB 2918; Purchase and Delivery of Carbon Dioxide

ATTACHMENT "D"

LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address

IFB 2918; Purchase and Delivery of Carbon Dioxide
ATTACHMENT "E"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, IFB) Number/Description: **IFB No 2918; Purchase and Delivery of Carbon Dioxide**

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 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.

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

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

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

Please check the appropriate statement:

☐ I hereby attest that the undersigned Bidder 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 Bidder, 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 Bidder: _____

Authorized Representative(s): _____ _____
Signature Print Name/Title

_____ _____
Signature Print Name/Title

IFB 2918; Purchase and Delivery of Carbon Dioxide
ATTACHMENT "F"
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 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

_____
Date

IFB 2918; Purchase and Delivery of Carbon Dioxide
ATTACHMENT "G"
CLAIMS, LIENS, LITIGATION HISTORY

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

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 contract 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.
   _____
   _____
   _____

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:
   _____
   _____
   _____

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?
   _____
   _____

_____

_____

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

_____

_____

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:

_____

_____

(Use additional or supplemental pages as needed)

IFB 2918; Purchase and Delivery of Carbon Dioxide
ATTACHMENT "H"
NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Invitation for Bid issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Bids submitted in response to the Invitation for Bid or in return for execution of a contract for performance or provision of services for which Bids are herein sought.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

_____

_____

_____

IFB 2918; Purchase and Delivery of Carbon Dioxide
ATTACHMENT "I"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____(hereinafter "Contractor") hereby swears or affirms as follows:

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. 2918 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

_____
Signature of Affiant

_____
Printed Name of Affiant

_____
Printed Title of Affiant

_____
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced_____ as identification.

_____
Notary Public
My Commission Expires:_____

IFB 2918; Purchase and Delivery of Carbon Dioxide

ATTACHMENT "j"

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Section 787.06(13), Florida Statutes requires all non-governmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Supplier, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this _____ day of _____, 20____.

_____

Signature of Affiant

_____

Printed Name of Affiant

_____

Printed Title of Affiant

_____

Full Legal Name of Supplier

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced_____ as identification.

_____

Notary Public

My Commission Expires:_____

IFB 2918; Purchase and Delivery of Carbon Dioxide

ATTACHMENT "K"

ACKNOWLEDGEMENT OF ADDENDA

Bidder hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the IFB Documents. By acknowledging the Addenda listed below, Bidder hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Bidder's Bid. Failure to acknowledge and incorporate issued Addenda may result in a Bidder being deemed non-responsive to the requirements of the IFB, and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF BIDDER'S REPRESENTATIVE	TITLE OF BIDDER'S REPRESENTATIVE	SIGNATURE OF BIDDER'S REPRESENTATIVE

SEALED BID MAILING LABEL

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed BID"

SEALED BID • DO NOT OPEN

SEALED BID NO.:	**IFB NO: 2918**
IFB TITLE:	**Purchase and Delivery of Carbon Dioxide**
DUE DATE/TIME:	**By 2:00PM – July 22, 2026**
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Department 4040 Lewis Speedway St. Augustine FL 32084



END OF DOCUMENT