

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR BID NO. 12-34 THE PURCHASE OF SODIUM HYPOCHLORITE FOR THE SJC UTILITY DEPARTMENT

RECITALS

WHEREAS, the County desires to enter into a contract with Allied Universal Corporation and Odyssey Manufacturing Company to supply sodium hypochlorite via bulk and non-tanker delivery to the SJC Utility Department; and

WHEREAS, the scope of the project shall consist of supplying and delivering sodium hypochlorite to the SJC Utility Department on an as needed basis; and

WHEREAS, through the County's formal bid process, Allied Universal Corporation was selected as the lowest, responsive, responsible bidder for bulk sodium hypochlorite, and Odyssey Manufacturing Company was selected as the lowest, responsive, responsible bidder for non-tanker sodium hypochlorite to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the contract is being funded by the SJC Utility Department and

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 12-34 to Allied Universal Corporation ("Allied") for bulk deliveries, and Odyssey Manufacturing Company ("Odyssey") for non-tanker deliveries.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Allied and Odyssey on behalf of the County for the supply of sodium hypochlorite as specifically provided in the Bid Documents for Bid No 12-34.

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.

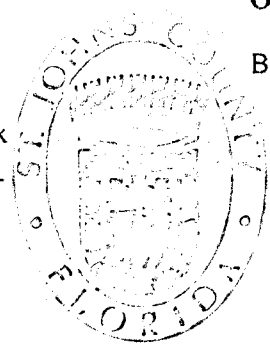
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of March, 2012.

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

By: [Signature]
BOCC Chair

ATTEST: Cheryl Strickland, Clerk
By: [Signature]
Deputy Clerk

RENDITION DATE 3/22/12





ST. JOHNS COUNTY
PURCHASING DEPARTMENT

2446 Dobbs Road
St. Augustine, Florida 32086

INTEROFFICE MEMORANDUM

TO: Frank Kenton, Administrative Manager of Utility
FROM: Jaime Toney-Locklear, Contract Coordinator
SUBJECT: Transmittal of Bids Received for Bid No. 12-34, Purchase of Sodium Hypochlorite
DATE: February 1, 2012

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

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

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

FEB 13 2012

Dept. Approval C 2 Kenton

Date 2/9/12

Budget Amount _____

Account Funding Title Operating Supplies

Funding Charge Code _____

Award to Allied for Bulk Delivery
Odyssey for Non-Tanker Delivery

Award Amount Based on Usage

<u>Allied</u>	
4411-55200	\$96,548
4415-55200	\$131,893
4471-55200	\$60,816
4473-55200	\$97,255
<u>Odyssey</u>	
4411-55200	\$1,021
4415-55200	\$6,384
4471-55200	\$14,793



CONTRACT AGREEMENT
Bid No: 12-34; Supply of Sodium Hypochlorite
to SJC Utility Department
Master Contract #: _____

DRAFT

This Contract Agreement is made as of this _____ day of _____, 2012, by and between St. Johns County, FL, 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and Allied Universal Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is 3901 NW 115 Avenue, Miami, FL 33178 whose Phone: (305) 888-2623 and Fax: (305) 463-8369.

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

ARTICLE 1 – DURATION and EXTENSION

The duration of this Contract Agreement runs from May 1, 2012, through and until 11:59 p.m., Easter Standard Time, on April 30, 2013, and may be extended for up to a maximum of four (4) one (1) year periods, upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that the COUNTY is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the COUNTY, and only upon the COUNTY's determination that the CONTRACTOR satisfactory performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement and any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to supply the St. Johns County Utility Department with Sodium Hypochlorite (Bulk Delivery), in accordance with Bid No: 12-34 and as otherwise provided in the Contract Documents.

Services provided by the CONTRACTOR shall be under the general direction of David Parker, Wastewater Superintendent, and Barry Stewart, Water Operations Superintendent, St. Johns County Utility Department, or authorized COUNTY designee, who shall act as the COUNTY'S representative during the performance of this Contract Agreement.

ARTICLE 4 – SCHEDULE

The CONTRACTOR shall perform the required Services as needed by the St. Johns COUNTY Utility Department. A schedule for the delivery of products and supporting services to be performed shall be coordinated with the St. Johns COUNTY Utility Department. No changes to said schedule shall be made without prior written authorization from the COUNTY's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The COUNTY shall compensate the CONTRACTOR based upon the unit price per gallon of sixty four cents (\$0.648) per gallon as submitted in the Bid Proposal. The maximum amount available as compensation to CONTRACTOR under this Contract Agreement shall not exceed the annual amount budgeted by SJC Utility Department for Services satisfactorily performed in accordance with the Contract Documents.

- B. It is strictly understood that CONTRACTOR is not entitled to the above-referenced amount of compensation. Rather, CONTRACTOR's compensation is based upon CONTRACTOR's adhering to the Scope of Services, detailed in this Contract Agreement. As such, the CONTRACTOR's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Services, and detailed in this Contract Agreement.
- C. The CONTRACTOR shall bill the COUNTY at the end of each month, for Services satisfactorily performed, and materials satisfactorily delivered.
- D. Though there is no billing form or format pre-approved by either the COUNTY, or the CONTRACTOR, bills/invoices submitted by the CONTRACTOR shall include a detailed written report of the Work accomplished in connection with the Scope of Services. The COUNTY may return a bill/invoice from the CONTRACTOR, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:

 St. Johns County Utility Department
 ATTN: Frank Kenton, Administrative Manager
 1205 State Road 16
 St. Augustine, FL 32084
- F. FINAL INVOICE: In order for the COUNTY and the CONTRACTOR to reconcile/close their books and records, the CONTRACTOR shall clearly indicate "final invoice" on the CONTRACTOR's final bill/invoice to the COUNTY. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the COUNTY and that there is no further Work to be performed under this Contract Agreement.

ARTICLE 6 – TERMINATION

This Contract Agreement may be terminated without cause upon either the COUNTY, or the CONTRACTOR providing at least thirty (30) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or the CONTRACTOR intends to terminate this Contract Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified).

This Contract Agreement may be terminated with cause by the COUNTY upon failure by the CONTRACTOR to comply with any portion of the responsibilities under this Contract Agreement. The COUNTY shall provide written notification of any and all issues of non-compliance, which the CONTRACTOR shall then have fourteen (14) consecutive calendar days to correct. If correction is not made, or acceptable corrective action has not been taken within the provided fourteen (14) day period, the Contract Agreement may be terminated by the COUNTY for cause upon giving at least fourteen (14) days advance written notice to the CONTRACTOR.

In addition to the above, failure on the part of the CONTRACTOR to comply with the requirements of the Contract Documents three (3) separate times throughout the duration of the Contract Agreement, shall constitute sufficient grounds for termination of the contract by the COUNTY for cause.

Consistent with other provisions of this Contract Agreement, CONTRACTOR shall be compensated for any services and/or expenses that are both authorized under this Contract Agreement and that are performed and/or accrue up to the termination of this Contract Agreement.

ARTICLE 7 – PERSONNEL

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

or have any contractual relationship with the COUNTY.

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

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

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

ARTICLE 8 – SUBCONTRACTING

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

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

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

ARTICLE 9 – FEDERAL AND STATE TAX

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

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

ARTICLE 10 – AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

The CONTRACTOR shall acquire and provide proof of the insurance coverage described below prior to the execution of this Contract Agreement. Such coverage shall be maintained by the CONTRACTOR for the duration of this Contract Agreement. CONTRACTOR shall provide the COUNTY no less than thirty (30) days prior notice of any changes to or cancellation of insurance coverage. Failure by CONTRACTOR to provide such notice shall constitute cause for automatic termination of this Contract Agreement without further notice or action required on the part of the COUNTY.

Insurance Requirements:

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury, advertising injury and property damage. This shall include coverage for:
 - 1. Premises/operations
 - 2. Products/complete operations
 - 3. Contractual liability
 - 4. Independent contractors
 - 5. Participant Legal Liability
 - 6. Medical Expenses
- c) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - 1. Owned autos
 - 2. Hired autos
 - 3. Non-owned autos
- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

Special Requirements:

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - 1. St. Johns County will be named as additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies.
 - 2. **Bid No: 12-34; Supply of Sodium Hypochlorite to St. Johns County Utility Department** shall be specified in the notes area of the Certificate of Insurance.
 - 3. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the CONTRACTOR to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

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

ARTICLE 15 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 16 - EXCUSABLE DELAYS

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

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

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

ARTICLE 17 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and

represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - ACCESS AND AUDITS

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

ARTICLE 22 - NONDISCRIMINATION

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

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

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

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

ARTICLE 28 - FLORIDA LAW & VENUE

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

ARTICLE 29 - ARBITRATION

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

ARTICLE 31 - NOTICES

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

St. Johns COUNTY Purchasing Department
Attn: Joe Burch, Purchasing Director
2446 Dobbs Road
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Allied Universal Corporation
Attn: Ms. Catherine Guillarmod, Executive Administrator
3901 NW 115 Avenue
Miami, FL 33178

ARTICLE 32 - HEADINGS

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

ARTICLE 33 – ACCESS TO RECORDS

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

ARTICLE 35 – USE OF COUNTY LOGO

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

ARTICLE 36 – SURVIVAL

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

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

ST. JOHNS COUNTY, FL:

Joe Burch, Purchasing Director

Date

ATTEST:
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

Date

LEGALLY SUFFICIENT:

Assistant County Attorney

Date

CONTRACTOR:

Allied Universal Corporation
Company Name

Name (Type or Print)

Signature

Title

Date

WITNESS:

Signature

Printed Name & Title

Date of Execution

EXHIBIT "A"

BID NO: 12-34; SUPPLY OF SODIUM HYPOCHLORITE TO SJC UTILITY DEPARTMENT

BASIS OF COMPENSATION

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

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

EXHIBIT "B"

BID NO: 12-34; SUPPLY OF SODIUM HYPOCHLORITE TO SJC UTILITY DEPARTMENT

CONTRACT SCHEDULE

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

Initial Contract – Shall become effective on May 1, 2012, and shall remain in effect for a period of one (1) year, or until funds may become exhausted.

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



CONTRACT AGREEMENT
Bid No: 12-34; Supply of Sodium Hypochlorite
to SJC Utility Department
Master Contract #: _____

DRAFT

This Contract Agreement is made as of this _____ day of _____, 2012, by and between **St. Johns County, FL**, 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and **Odyssey Manufacturing Company**, authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is 1484 Massaro Blvd, Tampa, FL 33619 whose Phone: (813) 635-0339 and Fax: (813) 630-2589.

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

ARTICLE 1 – DURATION and EXTENSION

The duration of this Contract Agreement runs from May 1, 2012, through and until 11:59 p.m., Easter Standard Time, on April 30, 2013, and may be extended for up to a maximum of four (4) one (1) year periods, upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that the COUNTY is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the COUNTY, and only upon the COUNTY's determination that the CONTRACTOR satisfactory performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement and any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to supply the St. Johns County Utility Department with **Sodium Hypochlorite (Non-Tanker Delivery)**, in accordance with Bid No: 12-34 and as otherwise provided in the Contract Documents.

Services provided by the CONTRACTOR shall be under the general direction of David Parker, Wastewater Superintendent, and Barry Stewart, Water Operations Superintendent, St. Johns County Utility Department, or authorized COUNTY designee, who shall act as the COUNTY'S representative during the performance of this Contract Agreement.

ARTICLE 4 – SCHEDULE

The CONTRACTOR shall perform the required Services as needed by the St. Johns COUNTY Utility Department. A schedule for the delivery of products and supporting services to be performed shall be coordinated with the St. Johns COUNTY Utility Department. No changes to said schedule shall be made without prior written authorization from the COUNTY's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

A. The COUNTY shall compensate the CONTRACTOR based upon the unit price per gallon of **one dollar twenty five cents (\$1.25) per gallon** as submitted in the Bid Proposal. The maximum amount available as compensation to CONTRACTOR under this Contract Agreement shall not exceed the annual amount budgeted by SJC Utility Department for Services satisfactorily performed in accordance with the Contract Documents.

- B. It is strictly understood that CONTRACTOR is not entitled to the above-referenced amount of compensation. Rather, CONTRACTOR's compensation is based upon CONTRACTOR's adhering to the Scope of Services, detailed in this Contract Agreement. As such, the CONTRACTOR's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Services, and detailed in this Contract Agreement.
- C. The CONTRACTOR shall bill the COUNTY at the end of each month, for Services satisfactorily performed, and materials satisfactorily delivered.
- D. Though there is no billing form or format pre-approved by either the COUNTY, or the CONTRACTOR, bills/invoices submitted by the CONTRACTOR shall include a detailed written report of the Work accomplished in connection with the Scope of Services. The COUNTY may return a bill/invoice from the CONTRACTOR, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Utility Department
ATTN: Frank Kenton, Administrative Manager
1205 State Road 16
St. Augustine, FL 32084
- F. FINAL INVOICE: In order for the COUNTY and the CONTRACTOR to reconcile/close their books and records, the CONTRACTOR shall clearly indicate "final invoice" on the CONTRACTOR's final bill/invoice to the COUNTY. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the COUNTY and that there is no further Work to be performed under this Contract Agreement.

ARTICLE 6 – TERMINATION

This Contract Agreement may be terminated without cause upon either the COUNTY, or the CONTRACTOR providing at least thirty (30) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or the CONTRACTOR intends to terminate this Contract Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified).

This Contract Agreement may be terminated with cause by the COUNTY upon failure by the CONTRACTOR to comply with any portion of the responsibilities under this Contract Agreement. The COUNTY shall provide written notification of any and all issues of non-compliance, which the CONTRACTOR shall then have fourteen (14) consecutive calendar days to correct. If correction is not made, or acceptable corrective action has not been taken within the provided fourteen (14) day period, the Contract Agreement may be terminated by the COUNTY for cause upon giving at least fourteen (14) days advance written notice to the CONTRACTOR.

In addition to the above, failure on the part of the CONTRACTOR to comply with the requirements of the Contract Documents three (3) separate times throughout the duration of the Contract Agreement, shall constitute sufficient grounds for termination of the contract by the COUNTY for cause.

Consistent with other provisions of this Contract Agreement, CONTRACTOR shall be compensated for any services and/or expenses that are both authorized under this Contract Agreement and that are performed and/or accrue up to the termination of this Contract Agreement.

ARTICLE 7 – PERSONNEL

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

or have any contractual relationship with the COUNTY.

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

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

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

ARTICLE 8 – SUBCONTRACTING

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

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

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

ARTICLE 9 – FEDERAL AND STATE TAX

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

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

ARTICLE 10 – AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

The CONTRACTOR shall acquire and provide proof of the insurance coverage described below prior to the execution of this Contract Agreement. Such coverage shall be maintained by the CONTRACTOR for the duration of this Contract Agreement. CONTRACTOR shall provide the COUNTY no less than thirty (30) days prior notice of any changes to or cancellation of insurance coverage. Failure by CONTRACTOR to provide such notice shall constitute cause for automatic termination of this Contract Agreement without further notice or action required on the part of the COUNTY.

Insurance Requirements:

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury, advertising injury and property damage. This shall include coverage for:
 - 1. Premises/operations
 - 2. Products/complete operations
 - 3. Contractual liability
 - 4. Independent contractors
 - 5. Participant Legal Liability
 - 6. Medical Expenses
- c) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - 1. Owned autos
 - 2. Hired autos
 - 3. Non-owned autos
- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

Special Requirements:

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - 1. St. Johns County will be named as additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies.
 - 2. **Bid No: 12-34; Supply of Sodium Hypochlorite to St. Johns County Utility Department** shall be specified in the notes area of the Certificate of Insurance.
 - 3. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the CONTRACTOR to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

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

ARTICLE 15 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 16 - EXCUSABLE DELAYS

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

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

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

ARTICLE 17 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and

represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - ACCESS AND AUDITS

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

ARTICLE 22 - NONDISCRIMINATION

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

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

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

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

ARTICLE 28 - FLORIDA LAW & VENUE

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

ARTICLE 29 - ARBITRATION

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

ARTICLE 31 - NOTICES

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

St. Johns COUNTY Purchasing Department
Attn: Joe Burch, Purchasing Director
2446 Dobbs Road
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Odyssey Manufacturing Company
Attn: Mr. Patrick Allman, General Manager
1484 Massaro Blvd
Tampa, FL 33619

ARTICLE 32 - HEADINGS

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

ARTICLE 33 – ACCESS TO RECORDS

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

ARTICLE 35 – USE OF COUNTY LOGO

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

ARTICLE 36 – SURVIVAL

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

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

ST. JOHNS COUNTY, FL:

Joe Burch, Purchasing Director

Date

ATTEST:
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

Date

LEGALLY SUFFICIENT:

Assistant County Attorney

Date

CONTRACTOR:

Odyssey Manufacturing Company

Company Name

Name (Type or Print)

Signature

Title

Date

WITNESS:

Signature

Printed Name & Title

Date of Execution

EXHIBIT "A"

BID NO: 12-34; SUPPLY OF SODIUM HYPOCHLORITE TO SJC UTILITY DEPARTMENT

BASIS OF COMPENSATION

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

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

EXHIBIT "B"

BID NO: 12-34; SUPPLY OF SODIUM HYPOCHLORITE TO SJC UTILITY DEPARTMENT

CONTRACT SCHEDULE

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

Initial Contract – Shall become effective on May 1, 2012, and shall remain in effect for a period of one (1) year, or until funds may become exhausted.

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

BID NO: 12-34

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, February 1, 2012 by the St. Johns County Purchasing Department, located at 2446 Dobbs Road, St. Augustine, Florida 32086 for Bid No: 12-34; Purchase of Sodium Hypochlorite. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit responses from qualified and interested firms to provide the St. Johns County Utility Department with Sodium Hypochlorite (Bulk Deliveries & Non-Tanker Deliveries) for water and wastewater treatment needs.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # **12-34**. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Jaime Toney, St. Johns County Purchasing, via email to jtoney@sjcfl.us or fax to (904) 209-0159.

Any and all questions related to this project shall be directed, *in writing*, to Jaime Toney, Contract Coordinator, SJC Purchasing Department, via email to jtoney@sjcfl.us or fax to (904) 209-0159. Questions are due no later than end of business day (4:00PM) on Wednesday, January 18, 2012, 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 Director.

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

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

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

PROJECT: BID NO.: 12-34; Purchase of Sodium Hypochlorite

DEFINITIONS

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Standard Agreement, Public Construction Bond, Specifications and Plans including any Addenda issued prior to receipt of Bids.

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

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

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

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

A Bidder is one who submits a Bid as a prime contractor to the Owner for the work described in the proposed Contract Documents.

The Owner of this project is St. Johns County, FL and shall hereinafter be referred to as the "County"

The Contractor is the firm that is awarded a contract by the County and who is responsible for the scope of work as described herein.

BIDDER'S REPRESENTATION

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

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders.

Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents.

The County, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the County, to reach him at least fourteen (14) days prior to the date for receipt of Bids.

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

SUBSTITUTIONS

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

If the Project Director approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

ADDENDA

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

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

FORM AND STYLE OF BIDS

Bids shall be submitted in **TRIPPLICATE (one (1) original and two (2) copies)** on forms, provided in this manual. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

Bid proposals must be placed in an envelope, sealed and placed in another envelope, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder’s return address in top left hand corner and recite: “**BID NO.: 12-34 - SEALED BID FOR PURCHASE OF SODIUM HYPOCHLORITE**”. *See Example Below:*

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 2446 Dobbs Road St. Augustine, FL 32086 BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT
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Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder’s proposal to be considered non-responsive.

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

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by

the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID SECURITY

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

A Bid Security may be in the form of a Bid Bond or certified cashiers check made payable to the Board of County Commissioners of St. Johns County.

If a Bid Bond is submitted, it shall be written in the form of the attached sample, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.

Acceptable surety companies are defined in "Instructions to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department.

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

BID BOND INSTRUCTIONS

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

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

SUBMISSION OF BIDS

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

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

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

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

MODIFICATION OR WITHDRAWAL OF BID

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

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

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

Bid Security shall be in the amount of 5 percent (5%) of the Bid as modified or resubmitted.

CONSIDERATION OF BIDS

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

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

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

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents.

The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to one or more vendors who submit the lowest responsible Bidder for each item included in this Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the Project.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Bidders must be fully licensed to do business in the State of Florida. Each Bidder must complete Attachment "E" – License/Certification List and attach a copy of each license and certificate shown and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal. Upon award, and prior to the execution of a Contract Agreement, the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County.

SAMPLES

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

SODIUM HYPOCHLORITE BID SAMPLE

Because of its relatively short shelf life and propensity to foul chemical feed equipment, each prospective Bidder shall submit a 1500ml chilled sample of the sodium hypochlorite, which shall act as representative of the manufacturing process from the Bidder's manufacturing facility which would serve the customer, to one of the approved testing laboratories listed herein for analysis within ninety (90) days of the due date of the Bids. The laboratory shall ascertain whether the Bidder's product is in compliance with this Specification for available chlorine, percent sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate, and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with each vendor's Bid Proposal. Failure to submit a sample or meet the requirements herein shall result in disqualification of the Bidder.

REFERENCES

Each Bidder shall submit a list of five (5) references of firms/entities that use or have used its product(s) at water and/or wastewater treatment plants within the last three (3) years. The reference list must name users at the water or wastewater treatment plants, not purchasing agents. This information shall be submitted on Attachment "E" – Reference Information attached hereto.

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

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

LIST OF SUBCONTRACTORS

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

Each Bidder shall submit to the County a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "B", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

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

Prior to the award of the Contract, the 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 then may, at his option, disqualify the Bidder, at no cost to the County.

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

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

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.

INSURANCE

Liability Insurance, Workmen's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period. An original insurance certificate, naming the St. Johns County Board of County Commissioners as additionally insured will be provided by the Contractor, prior to issuing "Notice to Proceed."

Insurance Requirements - Minor Contract for Service

The contract price will not exceed \$25,000 and there are no unusual hazards present.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owed autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

Insurance Requirements - Standard Contract for Service

The contract price will not exceed \$500,000 and there are no unusual hazards present.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos

c. Non-owed autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

Insurance Requirements - Major Contract for Service

The contract price exceeds \$500,000 or where unusual hazards exist.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - 1. Premises/operations
 - 2. Products/complete operations
 - 3. Contractual liability
 - 4. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - 1. Owned autos
 - 2. Hired autos
 - 3. Non-owed autos
- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - 1. **St. Johns County will be named as additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies.**
 - 2. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

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

PRICING

The pricing under this Bid shall remain firm for entire first term of this Contract Agreement. No pricing increases will be permitted during the first year. Price increases shall only be considered at the time Contract Extensions are issued. The Contractor shall submit any requests for increases in pricing no later than forty five (45) days prior to the effective date of the Contract Extension. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI and are approved by the SJC Purchasing Director and SJC Utility Administrative Manager. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny

the requested price increase, or terminate the Contract Agreement. All prices shall remain firm for the period of each Contract Extension term.

METHOD OF PAYMENT

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

All invoices shall contain the following basic information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice
- Invoice Number
- SJC Purchase Order Number
- Unit Price of product
- Total Price of Invoice
- Description of Product Supplied
- Quantity of Product Supplied per location
- Delivery Location(s)
- Date of Delivery

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

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

St. Johns County Payment Terms: Net 45 Days.

POINT OF CONTACT

After award of a contract, the point of contact during the contract term for any questions regarding directions to delivery locations, invoicing or other operational aspects of the required services, shall be Kathy Kelshaw, for SJC Utility Department, Phone: (904) 209-2712, email: kkelshaw@sjcfl.us.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Master Continuing Contract Agreement for Contractors.

CONTRACT TERM

The initial contract term shall be for a period of one (1) calendar year from May 1, 2012 through April 30, 2013, providing satisfactory performance has been maintained by the Contractor. The contract may be extended in one (1) year increments, for a maximum of four (4) one year extensions. These Contract Extensions shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the SJC Utility Department and SJC Purchasing Director. The County is under no obligation to exercise any of the available extensions. The Extensions are optional to the County.

ANCILLARY ITEMS

While all major items have been listed herein, there may be ancillary items that must be purchased by the County during the term of this contract. A County representative shall contact the vendor(s) to obtain a price quote for the necessary ancillary items. If there are multiple vendors on the contract, the County representative may obtain price quotes from some or all vendors

under this Contract. The County reserves the right to award these ancillary items to the any vendor based on the lowest price quote or to bid the items through a separate solicitation.

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.

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have fourteen (14) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the fourteen (14) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving thirty (30) consecutive calendar days written notice to the Contractor.

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

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

END OF SECTION

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

PURCHASE OF SODIUM HYPOCHLORITE

ANY BIDDER AFFECTED ADVISELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
JAIMIE LOCKLEAR

BID NUMBER

12-34

OPENING DATE/TIME

February 1, 2012

2:00 PM

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

POSTING DATE/TIME

02/01/12

FROM

3:00 PM

UNTIL

02/06/12

3:00 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE
PURCHASING DEPARTMENT.

POSTING DATE/TIME

02/01/12

FROM

3:00 PM

UNTIL

02/06/12

3:00 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE
PURCHASING DEPARTMENT.

PAGE (S) 1 of 1

BIDDERS	SODIUM HYPOCHLORITE (BULK) DELIVERY W/TP BID PRICE PER GAL	SODIUM HYPOCHLORITE (BULK) DELIVERY W/TP BID PRICE PER GAL	SODIUM HYPOCHLORITE (NON-TANKER) DELIVERY W/TP BID PRICE PER GAL	SODIUM HYPOCHLORITE (NON-TANKER) DELIVERY W/TP BID PRICE PER GAL	TOTAL ANNUAL PACKAGE BID PRICE	BID BOND
POOLSURE	NO BID	NO BID	#1.28/GAL	\$1.28/GAL	\$7,936.00	YES
ALLIED UNIVERSAL CORP.	\$0.648/GAL	\$0.648/GAL	NO BID	NO BID	\$406,944.00	YES
ODYSSEY MANUFACTURING COMPANY	\$0.66/GAL	\$0.66/GAL	\$1.25/GAL	\$1.25/GAL	\$422,230.00	YES

BID AWARD DATE - _____

BID NO.: 12-34

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Sodium Hypochlorite

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

DATE SUBMITTED: January 26, 2012

BID PROPOSAL OF

Full Legal Company Name	Address	Telephone Number
Allied Universal Corporation	3901 NW 115 Ave., Miami, FL 33178	305-888-2623

Bidders: Having become familiar with site conditions, and requirements of the project, and having carefully examined the Bidding Documents and Specifications, entitled for Bid No: 12-34; Purchase of Sodium Hypochlorite in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

FOR: Purchase of Sodium Hypochlorite

Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.

<u>ITEM & DESCRIPTION</u>	<u>UNIT SIZE</u>	<u>UNIT PRICE</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>EXTENDED PRICE</u>
1. Sodium Hypochlorite (Bulk)	GAL	\$ <u>.648</u> /GAL	350,000 GALS (WTP)	\$ <u>226,800.00</u>
		\$ <u>.648</u> /GAL	278,000 GALS (WWTP)	\$ <u>180,144.00</u>
2. Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$ <u>No Bid</u> /GAL	5,000 GALS (WWTP)	\$ <u> </u>
	GAL	\$ <u>No Bid</u> /GAL	1,200 GALS (WTP)	\$ <u> </u>

Total Annual Package Bid: \$ 406,944.00

Each Bidder shall print or type the unit price in the provide space, and then print or type the annual price for each chemical in the space provided under "Extended Price". It is not required to submit pricing for all line items. Each Bidder may submit pricing for the chemical(s) he/she is interested in providing, add the extended price for each chemical and enter in the total amount in the space provided for Total Annual Package Bid.

All quantities are estimated based on previous use for this chemical. If the County representative opening the Bids is unable to distinguish the submitted pricing, or if any of the written amounts are illegible, the bid may be deemed unresponsive and removed from consideration for award.

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract, together with the Plans.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, and 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 County, within the same time limit specified in the Contract Documents for the following Unit Prices as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within a minimum of sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of the amount bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: Allied Universal Corporation (Seal)

By: *Catherine Guillard* Catherine Guillarmod
Executive Administrator
(Name & Title typed or printed)

By: _____
(Name & Title typed or printed)

Address: 3901 NW 115 Ave., Miami, FL 33178

Telephone No.: (305) 888-2623 Fax No.: (305) 463-8369

Email Address for Authorized Company Representative: cathieg@allieduniversal.com

Federal I.D. Tax Number: 59 0776285 DUNS #: 004134623

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Bid Proposal Attachments:
- “A” - Affidavit
 - “B” - List of Proposed Subcontractors
 - “C” - Certificate as to Corporate Principal
 - “D” - License/Certification List
 - “E” - References
 - Bid Bond
 - Fully Acknowledged Addenda Applicable to this bid

Attachments “A”, “B”, “C”, “D”, “E”, and Bid Bond must be completed and attached to Bidder’s bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Catherine Guillarmod who being duly sworn, deposes and says ^{she} is Executive Administrator (Title) of the firm of Allied Universal Corporation Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 12-34, Purchase of Sodium Hypochlorite, in St. Johns County, Florida.

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

Allied Universal Corporation
(Bidder)

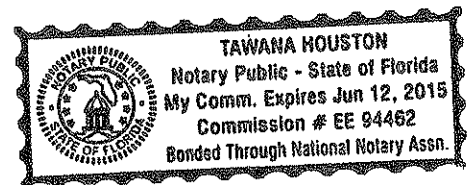
By: Catherine Guillarmod
Catherine Guillarmod
Executive Administrator
(Title)

Sworn and subscribed to me this 26 day
of January, 20 12.

Notary Public:
Tawana Houston
Signature
Tawana Houston
Printed

My commission Expires: _____

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



**ATTACHMENT C
CERTIFICATES AS TO CORPORATE PRINCIPAL**

Executive Administrator

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

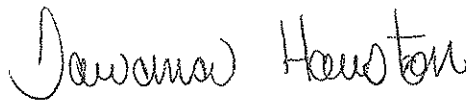


~~Secretary~~ ^{Executive Administrator} Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

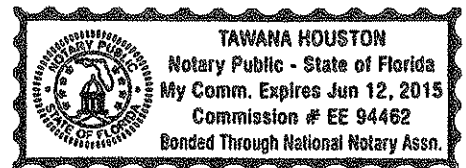
Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Catherine Guillarmod to me well known, who being by me first duly sworn upon oath, says that ~~he~~ ^{she} is the ~~Attorney In Fact~~ ^{Executive Administrator} for the Allied Universal Corp. and that he has been authorized by ~~Executive Administrator~~ ^{Executive Administrator} to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida. Allied Universal

Subscribed and sworn to me this 26 day of January, 20 12 A.D.



NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:



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

ATTACHMENT "D"

License/Certification List

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

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

License Name	License #	Issuing Agency	Expiration Date
Business Tax	0117-20110809-008834	St. Lucie County Tax Collector	09-30-12
Local Business	2011/2012	St. Johns County	09-30-12

ATTACHMENT "E"
REFERENCE INFORMATION

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

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

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

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

REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Allied Universal Corporation as Principal, and Westchester Fire Insurance Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Amt Bid Dollars (\$ 5% of Amt Bid) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated February 1, 2012.

For
Purchase of Sodium Hypochlorite
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 20th day of January A.D., 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

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

WITNESSES:

[Signature]
[Signature]

Allied Universal Corporation
PRINCIPAL:

Allied Universal Corp.
NAME OF FIRM:

[Signature]
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)
Executive Administrator

TITLE
3901 NW 115 Ave.

BUSINESS ADDRESS
Miami, FL 33178

CITY STATE

Westchester Fire Insurance Company
SURETY:

WITNESS:

[Signature]
Caroline K. Lamarre

CORPORATE SURETY

[Signature]
ATTORNEY-IN-FACT (AFFIX SEAL)
Claudette Alexander Hunt

1001 Brickell Bay Drive, Suite 1100
BUSINESS ADDRESS

Miami Florida
CITY STATE

Aon Risk Services, Inc. of Florida
NAME OF LOCAL INSURANCE
AGENCY

END OF SECTION

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

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

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

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

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

Does hereby nominate, constitute and appoint Caroline K Lamarre, Claudette Alexander Hunt, Joseph M Petrangelo, Paul Rodriquez, all of the City of MIAMI, Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifteen million dollars & zero cents (\$15,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 10 day of November 2011.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 10 day of November, AD 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

Karen E. Brandt
Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 20th day of January 2012



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 10, 2013.



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

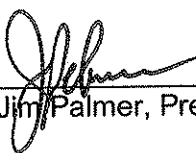
RESOLVED that Catherine Guillarmod, Executive Administrator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply of Sodium Hypochlorite to St. Johns County

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 6th day of December, 2011.

(Seal of Corporation)


Jim Palmer, President - CEO

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

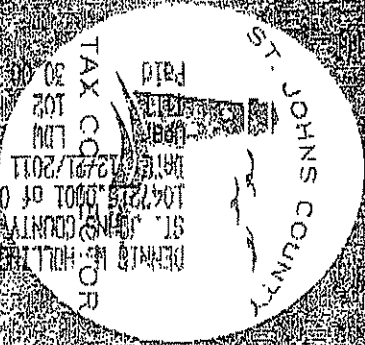
1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Memphis, AR 72301
870-732-3107

2011/2012 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

ALL TAXES PAID IN A SINGLE PLACE

ISSUE DATE: September 30, 2012



NEW BUSINESS	AMOUNT
TRANSFERRED ORIGINAL TAX	00.00
AMOUNT	00.00
PENALTY	00
COLLECTION COST	00.00
TOTAL	00.00

DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a final bill, an agreement, or a collection of taxes. It is provided for your information only. The recipient of this receipt is responsible for the payment of taxes. If you have any questions, please contact the Tax Collector's Office at (904) 329-1234.

FAV 305-885-4671

From Linda Smoyer

904-209-2288

2011 / 2012

ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT

RECEIPT # 5000-00980030

BOB DAVIS, CPA, CGFO, CFC, ST. LUCIE COUNTY TAX COLLECTOR

FACILITIES OR
MACHINES

/ ROOMS

SEATS

EMPLOYEES 6

EXPIRES SEPTEMBER 30, 2012

TYPE OF BUSINESS 5000 MISC WHOLESALE (DIST & REPACK
CHLORINE & BLEACH)

BUSINESS/ Allied Universal Corp

DBA NAME

MAILING Allied Universal Corp

ADDRESS 9501 Rangeline Rd
Fort Pierce, FL 34987

BUSINESS 9501 Rangeline Rd

LOCATION Port Saint Lucie, FL 34987

St Lucie County



RENEWAL	
ORIGINAL TAX	\$27.55
PENALTY	
COLLECTION COST	
TOTAL	\$27.55

NONEXEMPT

Paid 08/09/2011 27.55

0117-20110809-008834

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax of the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from \$1.00 to \$5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

REFERENCES
SODIUM HYPOCHLORITE
ATTACHMENT "E"

MIAMI DADE WATER & SEWER
VIRGINIA KEY
MIAMI, FL
TOM SEGARS
(786) 552-4721
(786) 229-0701/CELL

MANATEE COUNTY
17915 WATERLINE ROAD
BRADENTON, FL 34212
(941) 746-3020
BRUCE MCLEON

CITY OF ORLANDO
WATER CONSERVATION
11401 BOGGY CREED RD.
ORLANDO, FL 32824
(407) 832-2689
DON PROSCIA

CITY OF APOPKA
748 CLEVELAND ST.
APOPKA, FL 32703
(407) 703-1748
KEVIN BURGESS

ORANGE COUNTY UTILITIES
WATER DIVISION
9100 E. CURRY FORD RD.
ORLANDO, FL 32825
(407) 254-9850
GARY FRAMO

01/12

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
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204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Memphis, AR 72301
870-732-3107

BID NO.: 12-34

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Sodium Hypochlorite

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

DATE SUBMITTED: 1/31/2012

BID PROPOSAL OF

Odyssey Manufacturing Company 1484 Massaro Blvd., Tampa, FL 33619 (813)635-0339
Full Legal Company Name Address Telephone Number

Bidders: Having become familiar with site conditions, and requirements of the project, and having carefully examined the Bidding Documents and Specifications, entitled for Bid No: 12-34; Purchase of Sodium Hypochlorite in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

FOR: Purchase of Sodium Hypochlorite

Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.

<u>ITEM & DESCRIPTION</u>	<u>UNIT SIZE</u>	<u>UNIT PRICE</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>EXTENDED PRICE</u>
1. Sodium Hypochlorite (Bulk)	GAL	\$ <u>.66</u> /GAL	350,000 GALS (WTP)	\$ <u>231,000</u>
		\$ <u>.66</u> /GAL	278,000 GALS (WWTP)	\$ <u>183,480</u>
2. Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$ <u>1.25</u> /GAL	5,000 GALS (WWTP)	\$ <u>6,250</u>
	GAL	\$ <u>1.25</u> /GAL	1,200 GALS (WTP)	\$ <u>1,500</u>

Total Annual Package Bid: \$ 422,230⁰⁰

Each Bidder shall print or type the unit price in the provide space, and then print or type the annual price for each chemical in the space provided under "Extended Price". It is not required to submit pricing for all line items. Each Bidder may submit pricing for the chemical(s) he/she is interested in providing, add the extended price for each chemical and enter in the total amount in the space provided for Total Annual Package Bid.

All quantities are estimated based on previous use for this chemical. If the County representative opening the Bids is unable to distinguish the submitted pricing, or if any of the written amounts are illegible, the bid may be deemed unresponsive and removed from consideration for award.

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract, together with the Plans.

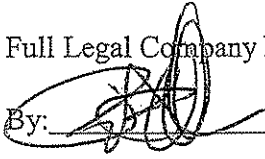
We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, and equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all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

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within a minimum of sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of the amount bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: Odyssey Manufacturing Company (Seal)

By:  Patrick Allman, General Manager
(Name & Title typed or printed)

By: _____
(Name & Title typed or printed)

Address: 1484 Massaro Blvd., Tampa, Fl 33619

Telephone No.: (813) 635-0339 Fax No.: (813) 630-2589

Email Address for Authorized Company Representative: pallman@odysseymanufacturing.com

Federal I.D. Tax Number: 65-0846345 DUNS #: 086891541

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Bid Proposal Attachments:
- "A" - Affidavit
 - "B" - List of Proposed Subcontractors
 - "C" - Certificate as to Corporate Principal
 - "D" - License/Certification List
 - "E" - References
- Bid Bond
Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "B", "C", "D", "E", and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Patrick Allman who being duly sworn, deposes and says he is General Manager (Title) of the firm of Odyssey Manufacturing Company Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 12-34, Purchase of Sodium Hypochlorite, in St. Johns County, Florida.

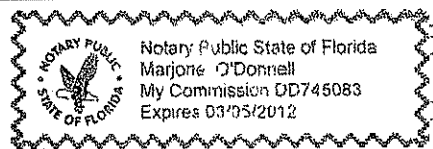
The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's 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.

Odyssey Manufacturing Company
(Bidder)

Sworn and subscribed to me this 31 day
of January, 2012.

By: Patrick Allman
General Manager
(Title)

Notary Public:
Marjorie O'Donnell
Signature
Marjorie O'Donnell
Printed



My commission Expires: 3/5/12

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

ATTACHMENT B
LIST OF PROPOSED SUBCONTRACTORS

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

<u>DIVISION OF WORK</u>	<u>NAME AND ADDRESS OF SUBCONTRACTORS</u>
None	

ATTACHMENT "D"

License/Certification List

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

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

License Name	License #	Issuing Agency	Expiration Date
General Contractor	CGC1516698	State of Florida	8/31/2012
Plumbing Contractor	CFC057182	State of Florida	8/31/2012
Local Business Tax	53083	St. Johns County	9/30/2012

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L1008270298

DATE	BATCH NUMBER	LICENSE NBR
08/27/2010	108047731	CCG1516698

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489, F.S.
Expiration date: AUG 31, 2012



COO DRELL, MICHAEL S.
ODYSSEY MANUFACTURING CO.
1484 MASSARON BLVD
TAMPA FL 33619

CHARLIE CRISS
GOVERNOR

CHARLIE HILL
SECRETARY

DISPLAY AS REQUIRED BY LAW

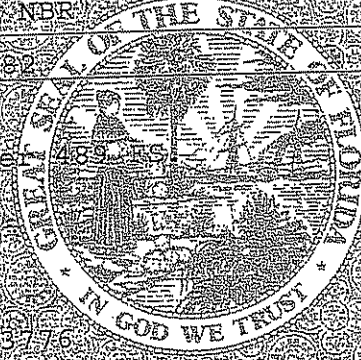
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10083046

DATE	BATCH NUMBER	LICENSE NBR
08/13/2010	100053323	CEC057182

The PLUMBING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489, F.S.
Expiration date: AUG 31, 2012



WONG, DAVID ALBERT
ODYSSEY MANUFACTURING CO.
9500 134 HWY NORTH
SEMINOLE FL 33766

CHARLIE CRISS
GOVERNOR

CHARLIE HILL
SECRETARY

DISPLAY AS REQUIRED BY LAW

RECEIPT IS ISSUED PURSUANT TO COUNTY ORDINANCE 72-2

2011/2012 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT 53083

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

EXPIRES September 30, 2012

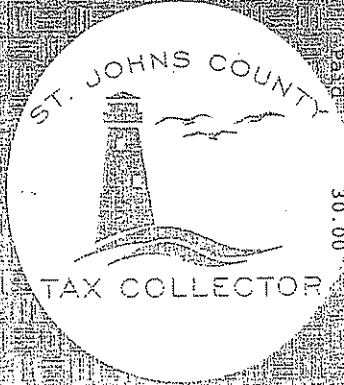
OF 000808 MANUFACTURING

ESS 1484 MASSARO BLVD
OUT OF AREA, FL 33619

ESS ODYSSEY MANUFACTURING CO

R ODYSSEY MANUFACTURING CO

NG 1484 MASSARO BLVD
ESS TAMPA, FL 33619



DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR
DATE 11/16/2011
1004127:0001 of 0001
1111
102
30.00

NEW BUSINESS TRANSFER ORIGINAL TAX	30.00
AMOUNT	30.00
PENALTY	.00
COLLECTION COST	
TOTAL	30.00

DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described hereon when a franchise, agreement, or other county commission, state or federal permission of authority is required by county, state or federal law.

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ATTACHMENT "E"
REFERENCE INFORMATION

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

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

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

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

* See Attached References

REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

BID BOND

STATE OF FLORIDA *Certified Check Submitted in the amount of \$ 21,111.50
COUNTY OF ST. JOHNS

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

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

For
Purchase of Sodium Hypochlorite
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____ A.D., 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

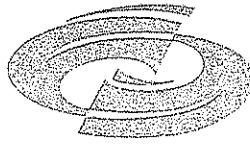
ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE
AGENCY

END OF SECTION



ODYSSEY
MANUFACTURING CO.

January 5, 2010

Mr. Marvin Rakes
Odyssey Manufacturing Co.
1484 Massaro Boulevard
Tampa, Florida 33619

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS AND
CONTRACTS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

Odyssey Manufacturing Co. is a Delaware corporation licensed to do business in the State of Florida. Patrick H. Allman, Odyssey Manufacturing Co.'s General Manager, has the authority to sign all bid documents and contracts on behalf of Odyssey Manufacturing Company.

Sincerely,

Marvin T. Rakes
President

CORPORATE SEAL

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589



ODYSSEY
MANUFACTURING CO.

ODYSSEY MANUFACTURING CO.

01/20/12

Ultra-Chlor Sodium Hypochlorite Specification
For
12.5 Trade Percent Available Chlorine

<u>Item</u>	<u>Guarantees</u>	<u>Typical Values</u>
Chemical Formula:	NaOCl in water	NaOCl in water
Delivered Grams per Liter:	≥120 GPL	122 - 125 GPL
Specific Gravity Range:	1.159 - 1.169	1.163 - 1.165
% by Weight Excess Sodium Hydroxide:	0.15 - 0.4	0.25 - 0.35
pH:	12.3 - 12.7	12.4 - 12.6
Weight % Available Chlorine:	≥10.4	10.55 - 10.8
Weight % Sodium Hypochlorite:	≥10.85	11.05 - 11.3
lb/gallon Available Chlorine:	≥1 lb/gallon	1.03 - 1.04 lb/gallon
Gallons required to Obtain 1lb of Chlorine:	.96 - 1 gallon	.96 - .97 gallon
Iron (Fe):	<0.30 mg/L	.1 - .2 mg/L
Copper (Cu):	<0.03 mg/L	Not detectable
Nickel (Ni):	<0.03 mg/L	Not detectable
Manganese (Mn):	<0.03 mg/L	Not detectable
Selenium (Se):	<.02 mg/L	Not detectable
Bromate:	<20 mg/L	5 - 10 mg/L
Perchlorate (At time of manufacture):	<10 mg/L	Not Detectable
Chlorate (At time of manufacture):	<2,000 mg/L	500-1,000 mg/L
Viscosity (Varies with temperature):	1.75 - 2.50 centipois	1.75 - 2.50 centipois
Specific Heat:	.90 - .94 Cal./gm/deg C	.91 - .93 Cal./gm/deg C
Thermal Conductivity:	.2 - .4 W/m/deg C	.3 - .35 W/m/deg C
Suspended Solids Test (e.g. Filter Test):	<3 minutes	.9 - 1.25 minutes
Appearance:	Greenish-yellow liquid	Greenish-yellow liquid

Note: Product is certified to meet ANSI/NSF Standard 60 and is in compliance with ANSI/AWWA Standard B300-10.