

RESOLUTION NO. 2016 - 325

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 16-54 AND TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF WATER AND WASTEWATER TREATMENT CHEMICALS

RECITALS

WHEREAS, the County desires to enter into a contract with the following nine firms Airgas Specialty Products, Inc., Thatcher Chemical of Florida, Inc., Hawkins, Inc., Odyssey Manufacturing, Aquasol Commercial Chemical, Chemtrade, Airgas USA, LLC, Shrieve Chemical, Shannon Chemical Corporation to purchase water and wastewater treatment chemicals for St. Johns County Utility Department; and

WHERRAS, the scope of the project shall consist of supplying and delivering purchased Sodium Bisulfite, Sodium Hypochlorite (Bulk Deliveries & Non-Tanker Deliveries), Calcium Hypochlorite (HTH), Hypochloric Acid (Muriatic Acid), Anhydrous Ammonia, MircoC2000, Aluminum Sulfate (Bulk Deliveries and 55 gal. Drums), Carbon Dioxide, Sulfuric Acid, and Poly/Ortho Blend on an as needed basis.

WHEREAS, through the County's formal bid process, the above referenced nine (9) firms were selected as the lowest, responsive, responsible bidders for the respective chemicals to enter into a contract with the County for the purpose referenced above; and

WHEREAS, the project is being funded by the Utility; and

WHEREAS, said purchase serves a public purpose.

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

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

Section 2. The County Administrator, or his designee, is hereby authorized to award Bid No. 16-54 to Airgas Specialty Products, Inc., Thatcher Chemical of Florida, Inc., Hawkins, Inc., Odyssey Manufacturing, Aquasol Commercial Chemical, Chemtrade, Airgas USA, LLC, Shrieve Chemical, Shannon Chemical Corporation, and further authorized to execute an agreement on behalf of the County for the purchase water and wastewater treatment chemicals.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16 day of October, 2016.

ATTEST: Hunter S. Conrad, Clerk

By: Pam Walterm
Deputy Clerk

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

By: Jeb S. Smith
Jeb S. Smith, Chair

RENDITION DATE 10/21/16



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Frank Kenton, Assistant Utility Director
FROM: Leigh Daniels, CPPB, Senior Buyer *LD*
SUBJECT: Transmittal of Bids Received for Bid No. 16-54, Water & Wastewater Treatment
Chemicals
DATE: September 21, 2016

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

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

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

Department Head Approval *C 2 Kenton*

Date *9/20/16*

Budget Amount _____

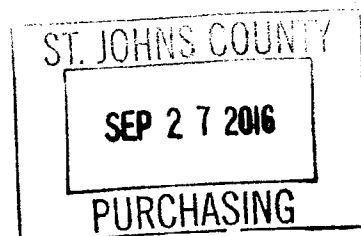
Account Funding Title _____

Funding Charge Code _____

Award to _____

Award Amount _____

*Please see attached
memo.*





ST. JOHNS COUNTY

UTILITY DEPARTMENT

1205 STATE ROAD 16

St. Augustine, Florida 32084-8646

(904) 209-2700

INTEROFFICE MEMORANDUM

TO: Leigh Daniels, Senior Buyer
FROM: Frank Kenton, Assistant Utility Director
SUBJECT: Bid No. 16-54, Water & Wastewater Treatment Chemicals
DATE: September 27, 2016

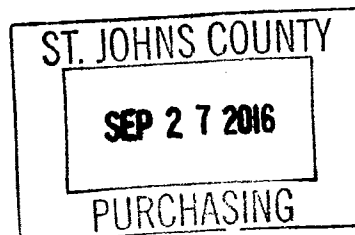
The Utility Department has carefully reviewed the bids referenced above. Please find a list below showing the chemical name and the company recommended for award of the bid for that particular chemical.

1. Anhydrous Ammonia:	Airgas Specialty Products, Inc.
2. Bisulfite Liquid:	Thatcher Chemical of Florida, Inc.
3. Bisulfite Liquid (drums):	Thatcher Chemical of Florida, Inc.
4. Muriatic/Hydrochloric Acid:	Hawkins, Inc.
5. Calcium Hypochlorite/HTH:	Hawkins, Inc.
6. Sodium Hypochlorite/HTH (Bulk):	Odyssey Manufacturing
7. Sodium Hypochlorite/HTH (Non-Bulk):	Aquasol Commercial Chemical
8. Aluminum sulfate (Bulk):	Chemtrade
9. Aluminum Sulfate (drums):	Thatcher Chemical of Florida, Inc.
10. Carbon Dioxide:	Airgas USA, LLC
11. Sulfuric Acid:	Shrieve Chemical
12. Poly/Ortho Blend:	Shannon Chemical Corporation
13. Micro C2000	Hawkins, Inc.

The funding titles, charge codes and budgeted amounts are as follows:

• Water Treatment/Operating Supplies:	4411-55200	\$465,000
• Wastewater Treatment/Operating Supplies:	4415-55200	\$339,000
• PV Water Treatment/Operating Supplies:	4471-55200	\$64,000
• PV Wastewater Treatment/Operating Supplies:	4473-55200	\$126,000

Please let me know if you need anything further.



ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED

UNTIL

3:00 PM

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

OPENED BY LEIGH DANIELS
TABULATED BY LELIA HARTLAND
VERIFIED BY _____
Revised 9/22/10

Page 1 of 2

BIDDERS	SHANNON CHEMICAL	AIRGAS USA, LLC SOUTH REGION	AIRGAS SPECIALTY PRODUCTS, INC.	CHEMTRADE	CARUS CORPORATION	STERLING WATER TECHNOLOGIES	PRAXAIR	SATCO
Products	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Anhydrous Ammonia per lb.	No Bid	No Bid	\$0.74	No Bid	No Bid	No Bid	No Bid	No Bid
Argon Hydroxide (50%) per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Acetylene Liquid per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Acetylene Liquid per gal. (55 gal. drum)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Alkyl/Hydrochloric Acid per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Argon Hydrochloride/HTH per lb.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Argon Gas per lb.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Argon Hypochlorite (Bulk) per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Argon Hypochlorite (Non-Tanker Delivery) per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Carbon Dioxide per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Carbon Sulfate per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Carbon Sulfate per gal. (55 gal. Drum)	No Bid	No Bid	No Bid	\$0.5281	No Bid	No Bid	No Bid	No Bid
Carbon Dioxide per lb.	No Bid	\$0.079125	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Chlorine Acid per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Hydrogen Peroxide Blend per gal.	\$5.24	No Bid	No Bid	No Bid	\$5.70	\$6.461	No Bid	\$0.87975
Total Annual Package Bid Price	\$18,864.00	\$189,900.00	\$19,240.00	\$31,686.00	\$20,520.00	\$23,259.60	No Bid	\$126,684.00
Bond	Yes	Yes	Yes	Yes	Yes	Yes	No Bid	Yes
Item # 1	Yes	Yes	Yes	Yes	Yes	Yes	No Bid	Yes

BID TITLE WATER & WASTEWATER TREATMENT CHEMICALS

BID NUMBER 16-54
 OPENING DATE/TIME 09/21/16 2:00 PM

POSTING DATE/TIME 09/21/16 3:00 PM
 FROM 09/21/16 3:00 PM
 UNTIL 09/26/16 3:00 PM

ANY BIDDER AFFECTED ADVERSELY 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 OF INTENT
 FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
 HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
 HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION
 PROTEST PROCEDURES MAY BE OBTAINED IN THE
 PURCHASING DEPARTMENT.

OPENED BY LEIGH DANIELS
 TABULATED BY LELIA HARTLAND
 VERIFIED BY 8/11

BIDDERS	THATCHER COMPANY	C&S CHEMICALS	ODYSSEY MANUFACTURING COMPANY	SHRIEVE CHEMICAL	HAWKINS INC.	AQUASOL COMMERCIAL CHEMICAL	AMERICAN WATER CHEMICALS	Unit Price
Products	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Hydrous Ammonia per lb.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Hydroxide (50%) per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Hydroxide (50%) per gal.	\$1.789	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Hydroxide (55 gal. drum)	\$3.144	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Hydrochloric Acid per gal.	No Bid	No Bid	No Bid	No Bid	\$6.75	No Bid	No Bid	
Hydrochloric/HTH per lb.	No Bid	No Bid	No Bid	No Bid	\$1.39	No Bid	No Bid	
Hydro Gas per lb.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Hydrochlorite (Bulk) per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Hydrochlorite (Non-Tanker Delivery) per gal.	No Bid	No Bid	No Bid	No Bid	\$1.30	No Bid	No Bid	
Hydroxide (50%) per gal.	No Bid	No Bid	No Bid	No Bid	\$3.50	No Bid	No Bid	
Hydroxide (55 gal. Drum)	\$0.5549	\$0.70	No Bid	No Bid	No Bid	No Bid	No Bid	
Hydroxide per lb.	\$2.69	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Hydroxide per lb.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Hydroxide per gal.	No Bid	No Bid	No Bid	\$0.681	No Bid	No Bid	No Bid	
Hydro Blend per gal.	No Bid	No Bid	No Bid	No Bid	\$7.65	No Bid	\$5.30	
Annual Package Bid Price	\$138,058.33	\$42,000.00	\$357,500.00	\$98,064.00	\$143,675.00	\$15,990.00	\$19,080.00	
Bond	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Item # 1	Yes	Yes	Yes	Yes	Yes	Yes	Yes	

BID NO: 16-54

OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: 9/19/16

BID PROPOSAL OF

Airgas Specialty Products, Inc.
Full Legal Company Name
2530 Sever Rd Ste 300, 800-AMMONIA 877-342-3998
Mailing Address Telephone Number Fax Number
Lawrenceville, GA 30043

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

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

ITEM & DESCRIPTION	UNIT SIZE	UNIT PRICE	ESTIMATED ANNUAL USAGE	EXTENDED PRICE-
1. Anhydrous Ammonia	LB	\$ <u>0.74</u> /LB	26,000 LBS	\$ <u>19240⁰⁰</u>
2. Sodium Hydroxide (50%)	GAL	\$ <u>X</u> /GAL	20,000 GALS	\$ _____
3. Bisulfite Liquid	GAL	\$ <u>X</u> /GAL	55,000 GALS	\$ _____
	DRUM	\$ <u>X</u> /GAL	55-Gal Drum/1320 GALS	\$ _____
4. Muriatic/Hydrochloric Acid	GAL	\$ <u>X</u> /GAL	400 GALS	\$ _____
5. Calcium Hypochlorite/HTH	LB	\$ <u>X</u> /LB	6,500 LBS	\$ _____
6. Chlorine Gas	LB	\$ <u>X</u> /LB	34,000 LBS (WTP)	\$ _____
7. Sodium Hypochlorite (Bulk)	GAL	\$ <u>X</u> /GAL	350,000 GALS (WTP)	\$ _____
		\$ <u>X</u> /GAL	300,000 GALS (WWTP)	\$ _____
8. Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$ <u>X</u> /GAL	5,000 GALS (WWTP)	\$ _____
	GAL	\$ <u>X</u> /GAL	8,000 GALS (WTP)	\$ _____
9. MircoC2000	GAL	\$ <u>X</u> /GAL	25,000GAL (WWTP)	\$ _____
10. Aluminum Sulfate	GAL	\$ <u>X</u> /GAL	60,000 GALS	\$ _____

COPY

	DRUM	\$	<u>X</u>	/GAL	55-GAL Drum/825 GALS	\$	
11. Carbon Dioxide	LB	\$	<u>X</u>	/LB	2.4 MILLION LBS	\$	
12. Sulfuric Acid	GAL	\$	<u>X</u>	/GAL	144,000 GALS	\$	
13. Poly/Ortho Blend	GAL	\$	<u>X</u>	/GAL	3,600 GALS	\$	

Total Annual Package Bid: \$ 19240⁰⁰ / Nineteen thousand + two hundred Br
dollars

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

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

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

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

No.: 1 Date Received: 9-13-16

No.: _____ Date Received: _____

No.: _____ Date Received: _____

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: Airgas Specialty Products, Inc. (Seal)

By: Martin J. Wenna MARTIN J. WENNA President
Signature of Authorized Representative (Name & Title typed or printed)

By: Cynthia Thomas Cynthia Thomas Mgr Contracts
Signature of Authorized Representative (Name & Title typed or printed)

Address: 2530 Sever Rd. Ste 300, Lawrenceville, GA 30043

Telephone No.: (800) AMMONIA Fax No.: (877) 342-3998

Email Address for Authorized Company Representative: cynthia.thomas@airgas.com

Federal I.D. Tax Number: 20-2529374 DUNS #: 83-1186510

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements:

- Official County Bid Form
- Attachment "A" – Affidavit
- Attachment "B" – Certificate as to Corporate Principal
- Attachment "C" – License/Certification List
- Attachment "D" – List of Proposed Sub-Contractors
- Attachment "E" – References Information
- Attachment "F" – Conflict of Interest Disclosure Form
- Bid Bond
- Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Martin Wehner who being duly sworn, deposes and says he is President (Title) of the firm of Airgas Specialty Products, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, in St. Johns County, Florida.

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

Airgas Specialty Products, Inc.
(Bidder)

By: [Signature]
President
(Title)

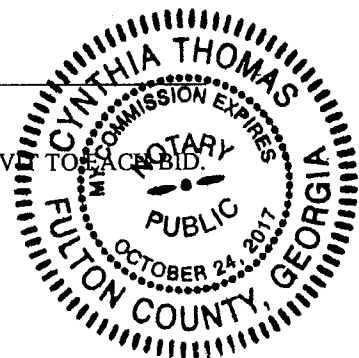
Sworn and subscribed to me this 16 day
of September, 20 16.

Notary Public:

[Signature]
Signature
Cynthia Thomas
Printed

My commission Expires: _____

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



ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date
Annual Resale Sales Tax	63-8013361135-6	Florida Dept. of Rev	12-31-16



2016 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/15

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

Business Name and Location Address

Certificate Number

AIRGAS SPECIALTY PRODUCTS INC
3600 COUNTY ROAD 547 N
DAVENPORT, FL 33837-8704

63-8013361135-6

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to **www.myflorida.com/dor** and select "*More e-Services*" and then "*Verify resale and exemption certificates*"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.

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

1. Contact Name/Title: Ms. Karen Smith / Utility Buyer
Name of Firm/Entity: City of Melbourne
Description/Dates of Services Provided: 25 tons/yr 2015-2016 2016-2017 2017-2018 2018-2019 2019-2020 2020-2021 2021-2022 2022-2023 2023-2024 2024-2025 2025-2026 2026-2027 2027-2028 2028-2029 2029-2030 2030-2031 2031-2032 2032-2033 2033-2034 2034-2035 2035-2036 2036-2037 2037-2038 2038-2039 2039-2040 2040-2041 2041-2042 2042-2043 2043-2044 2044-2045 2045-2046 2046-2047 2047-2048 2048-2049 2049-2050 2050-2051 2051-2052 2052-2053 2053-2054 2054-2055 2055-2056 2056-2057 2057-2058 2058-2059 2059-2060 2060-2061 2061-2062 2062-2063 2063-2064 2064-2065 2065-2066 2066-2067 2067-2068 2068-2069 2069-2070 2070-2071 2071-2072 2072-2073 2073-2074 2074-2075 2075-2076 2076-2077 2077-2078 2078-2079 2079-2080 2080-2081 2081-2082 2082-2083 2083-2084 2084-2085 2085-2086 2086-2087 2087-2088 2088-2089 2089-2090 2090-2091 2091-2092 2092-2093 2093-2094 2094-2095 2095-2096 2096-2097 2097-2098 2098-2099 2099-2100 2100-2101 2101-2102 2102-2103 2103-2104 2104-2105 2105-2106 2106-2107 2107-2108 2108-2109 2109-2110 2110-2111 2111-2112 2112-2113 2113-2114 2114-2115 2115-2116 2116-2117 2117-2118 2118-2119 2119-2120 2120-2121 2121-2122 2122-2123 2123-2124 2124-2125 2125-2126 2126-2127 2127-2128 2128-2129 2129-2130 2130-2131 2131-2132 2132-2133 2133-2134 2134-2135 2135-2136 2136-2137 2137-2138 2138-2139 2139-2140 2140-2141 2141-2142 2142-2143 2143-2144 2144-2145 2145-2146 2146-2147 2147-2148 2148-2149 2149-2150 2150-2151 2151-2152 2152-2153 2153-2154 2154-2155 2155-2156 2156-2157 2157-2158 2158-2159 2159-2160 2160-2161 2161-2162 2162-2163 2163-2164 2164-2165 2165-2166 2166-2167 2167-2168 2168-2169 2169-2170 2170-2171 2171-2172 2172-2173 2173-2174 2174-2175 2175-2176 2176-2177 2177-2178 2178-2179 2179-2180 2180-2181 2181-2182 2182-2183 2183-2184 2184-2185 2185-2186 2186-2187 2187-2188 2188-2189 2189-2190 2190-2191 2191-2192 2192-2193 2193-2194 2194-2195 2195-2196 2196-2197 2197-2198 2198-2199 2199-2200 2200-2201 2201-2202 2202-2203 2203-2204 2204-2205 2205-2206 2206-2207 2207-2208 2208-2209 2209-2210 2210-2211 2211-2212 2212-2213 2213-2214 2214-2215 2215-2216 2216-2217 2217-2218 2218-2219 2219-2220 2220-2221 2221-2222 2222-2223 2223-2224 2224-2225 2225-2226 2226-2227 2227-2228 2228-2229 2229-2230 2230-2231 2231-2232 2232-2233 2233-2234 2234-2235 2235-2236 2236-2237 2237-2238 2238-2239 2239-2240 2240-2241 2241-2242 2242-2243 2243-2244 2244-2245 2245-2246 2246-2247 2247-2248 2248-2249 2249-2250 2250-2251 2251-2252 2252-2253 2253-2254 2254-2255 2255-2256 2256-2257 2257-2258 2258-2259 2259-2260 2260-2261 2261-2262 2262-2263 2263-2264 2264-2265 2265-2266 2266-2267 2267-2268 2268-2269 2269-2270 2270-2271 2271-2272 2272-2273 2273-2274 2274-2275 2275-2276 2276-2277 2277-2278 2278-2279 2279-2280 2280-2281 2281-2282 2282-2283 2283-2284

5. Contact Name/Title: Ms Roxanne Sookdeo / Purchasing Dept
Name of Firm/Entity: City of Coral Springs
Description/Dates of Services Provided: 5 tons/yr. 2015-2016 Anhydrous ammonia ammonia tank ~ \$8,000.00/yr.
Address: 9551 W Sample Road, Coral Springs, Fla 33065
Phone #: (954) 344-1103 Fax #: (954) 344-1186
Email Address: rsookdeo@coralsprings.org

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

See attachment

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

See attachment



Airgas Specialty Products, Inc.
2530 Sever Road, Suite 300
Lawrenceville, GA 30043
(800) 295-2225 Fax: (770) 717-2222
www.airgasspecialtyproducts.com

**AIRGAS SPECIALTY PRODUCTS, INC.
STATEMENT ON LITIGATION**

Airgas Specialty Products, Inc., its affiliates, and its parent, Airgas, Inc. (an Air Liquide company), are involved in various litigation and regulatory matters that arise in the ordinary course of business. There are, however, no significant cases of non-compliance with federal, state or local laws that are not promptly addressed. Further information on Airgas' regulatory compliance can be found on the websites of federal government agencies, including the Environmental Protection Agency and the Occupational Safety and Health Administration of the U.S. Department of Labor.

Airgas maintains programs and procedures to enable the company to ensure and confirm compliance with applicable laws and regulations. An important aspect of such efforts is the Airgas Corporate Governance Guidelines and the Airgas Code of Ethics and Business Conduct. Copies of both documents are available on the Airgas website at www.airgas.com.

ATTACHMENT "F"

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

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent:

Airgas Specialty Products, Inc.

Authorized Representative(s) :


Signature

Mario J. Wenzel, President
Print Name/Title


Signature

Cynthia Thomas
Print Name/Title
Mgr Contracts

Bank of America

Cashier's Check

No. 1019282923

VOID OVER 90 DAYS

30-1/1140

DATE

09/14/2016 11:21:29 AM

Bank of America, N.A.
San Antonio, Texas
Deposit Services
318-0005594 K A

PAY

TO THE ORDER OF

BANK OF AMERICA

*****\$962.00

To The
Order Of

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY
AIRGAS SPECIALTY PRODUCTS, INC.

SR1-5934745134

VOID OVER \$ 962.00

Purchaser: AIRGAS, INC

AUTHORIZED SIGNATURE

[Signature]

1019282923 114000019 001641000744

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.



St. Johns County Board of County Commissioners

Purchasing Division

September 13, 2016

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

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

Deletions of Chemical:

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.

Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

The recovery % of each system the uses antiscalant.

Answer: 15%

The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?

Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.

The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

Answer: See Below

<u>Parameter</u>	<u>Raw Water</u>	<u>Feed Water</u>
Chloride (mg/L)		347.0
Sulfate (mg/L)		338.0
Color (c.u.)		4.4
Total Alkalinity (mg/L as CaCO ₃)		138.3
Potassium (mg/L)		10.6
Calcium (mg/L)		96.1
Magnesium (mg/L)		55.5
Sodium (mg/L)		150.3
Iron (mg/L)		0.1
Manganese (mg/L)		0.0
Barium (mg/L)		0.0
Total Organic Carbon (mg/L)		1.5
Dissolved Organic Carbon (mg/L)		1.9
Strontium (mg/L)		5.2
Conductivity (mS/cm ²)		2630.0
pH (S.U.)		5.5
Total Hardness (mg/L as CaCO ₃)		471.5
Temperature (oC)	21.4	

Current price SJC pays for each antiscalant.

Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier's check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

Answer: The delivery is into tanks.

5. Please provide the current suppliers and pricing.

Product	Vendor	Contract Price
Alumunim Sulfate (Bulk)	Chem Trade Chemcials	0.565 per gal
Alumunim Sulfate (Drum)	Thatcher Chemical of FL	153.85 per 55 Drum
Anhydrous Ammonia	Airgas Specialty Products	0.7257 per lb.
Caustic Soda	Allied Universal Corp	2.47 per gal
Calcium Hypochlorite	Allied Universal Corp	144.00 100# Drum
Chlorine Gas	Allied Universal Corp	79.00 150# Cylinder
Muratic Acid	Brenntag Mid-South	9.04 per gal
Anti-Scalant	Hawkins d/b/a Dupont Co	7.56 per gal
MircoC2000	Hawkins d/b/a Dupont Co	3.12 per gal
Sodium Bisulfite	Thatcher Chemical of FL	1.804 per gal (Bulk)
		3.74 per gal (2 Drums)
		3.24 per gal (4 Drums)
Sodium Hypochlorite	Allied Universal Corp	.61 per gal
Sodium Hypochlorite (Non-Tanker)	Odyssey Manufacturing Co	1.25 per gal
Carbon Dioxide	Airgas Carbonic Inc	140.40 per ton
Sulfuric Acid	Shrieve Chemical Co	1.18 per gal
Poly/Ortho Blend	American Water Chemicals	5.40 per gal

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

2016 YEAR TO DATE TOTALS

Sulfuric Acid	79113
Chlorine Bulk	42019
Sodium Hydroxide	2706
Carbon Dioxide	0
Ammonia	8470
Antiscalant	1620

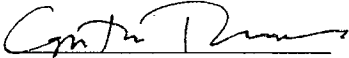
7. Off of Page 39 – Manufacturer's Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.

THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

Sincerely,



Signature and Date

Leigh A. Daniels, CPPB
Senior Buyer

Cynthia Thomas Mgr. of Contracts
Printed Name/Title

Airgas Specialty Products, Inc.
Company Name (Print)

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)

BID NO: 16-54

**OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA**

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: September 19, 2016

**BID PROPOSAL OF
THATCHER CHEMICAL OF FLORIDA, INC.**

Full Legal Company Name

P. O. Box 27407, Salt Lake City, UT 84127-0407 (386) 490-1638 (386) 490-1641

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

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

ITEM & DESCRIPTION	UNIT SIZE	UNIT PRICE	ESTIMATED ANNUAL USAGE	EXTENDED PRICE-
1. Anhydrous Ammonia	LB	\$ <u>No Bid</u> /LB	26,000 LBS	\$ <u>N/A</u>
2. Sodium Hydroxide (50%)	GAL	\$ <u>No Bid</u> /GAL	20,000 GALS	\$ <u>N/A</u>
3. Bisulfite Liquid	GAL	\$ <u>1.789</u> /GAL	55,000 GALS	\$ <u>98,395.00</u>
4 Drum Minimum Order:	DRUM	\$ <u>3.144</u> /GAL	55-Gal Drum/1320 GALS	\$ <u>4,150.08</u>
4. Muriatic/Hydrochloric Acid	GAL	\$ <u>No Bid</u> /GAL	400 GALS	\$ <u>N/A</u>
5. Calcium Hypochlorite/HTH	LB	\$ <u>No Bid</u> /LB	6,500 LBS	\$ <u>N/A</u>
6. Chlorine Gas	LB	\$ <u>No Bid</u> /LB	34,000 LBS (WTP)	\$ <u>N/A</u>
7. Sodium Hypochlorite (Bulk)	GAL	\$ <u>No Bid</u> /GAL	350,000 GALS (WTP)	\$ <u>N/A</u>
		\$ <u>No Bid</u> /GAL	300,000 GALS (WWTP)	\$ <u>N/A</u>
8. Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$ <u>No Bid</u> /GAL	5,000 GALS (WWTP)	\$ <u>N/A</u>
	GAL	\$ <u>No Bid</u> /GAL	8,000 GALS (WTP)	\$ <u>N/A</u>
9. MircoC2000	GAL	\$ <u>No Bid</u> /GAL	25,000GAL (WWTP)	\$ <u>N/A</u>
10. Aluminum Sulfate	GAL	\$ <u>0.5549</u> /GAL	60,000 GALS	\$ <u>33,294.00</u>

2 Drum Min.
\$ 3.644/gal.

4 Drum Minimum Order: DRUM \$ 2.69 /GAL 55-GAL Drum/825 GALS \$ 2,219.25

11. Carbon Dioxide LB \$ No Bid /LB 2.4 MILLION LBS \$ N/A

12. Sulfuric Acid GAL \$ No Bid /GAL 144,000 GALS \$ N/A

13. Poly/Ortho Blend GAL \$ No Bid /GAL 3,600 GALS \$ N/A

Total Annual Package Bid: \$ 138,058.33

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

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

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

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

No.: 1 Date Received: 9/13/2016

No.: _____ Date Received: NOTE - Appendices A and B form part
of our proposal.

No.: _____ Date Received:

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

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

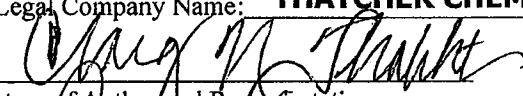
If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the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

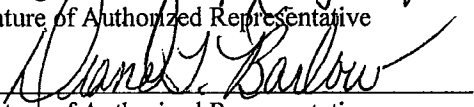
The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: **THATCHER CHEMICAL OF FLORIDA, INC.** (Seal)

By:  Craig N. Thatcher, President
Signature of Authorized Representative (Name & Title typed or printed)

By:  Diane T. Barlow, Secretary
Signature of Authorized Representative (Name & Title typed or printed)

Address: 245 Hazen Road, Deland, FL 32720-3967

Telephone No.: (386) 490-1638 Fax No.: (386) 490-1641

Email Address for Authorized Company Representative: craig.thatcher@tchem.com

Federal I.D. Tax Number: 26-1375349 DUNS #: 00-419-6733

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License/Certification List
 - Attachment "D" – List of Proposed Sub-Contractors
 - Attachment "E" – References Information
 - Attachment "F" – Conflict of Interest Disclosure Form
 - Bid Bond
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

UTAH SALT LAKE
STATE OF ~~FLORIDA~~, COUNTY OF ~~ST. JOHNS~~

Before me, the Undersigned authority, personally appeared Craig N. Thatcher who being duly sworn, deposes and says he is President (Title) of the firm of Thatcher Chemical of Florida, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, in St. Johns County, Florida.

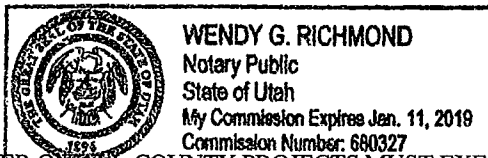
The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he,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

THATCHER CHEMICAL OF FLORIDA, INC.

(Bidder)
By: Craig N. Thatcher
President
(Title)

Sworn and subscribed to me this 19th day
of September, 20 16.

Notary Public:
Wendy G. Richmond
Signature
Wendy G. Richmond
Printed



My commission Expires: January 11, 2019

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

Secretary Corporate Seal

21

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition As Of December 31, 2015

ASSETS

Bonds	\$ 142,878,497
Stocks	22,315,096
Cash and Short Term Investments.....	337,835
Reinsurance Recoverable	24,731,651
Other Accounts Receivable.....	19,935,844
TOTAL ADMITTED ASSETS	\$ 210,198,923

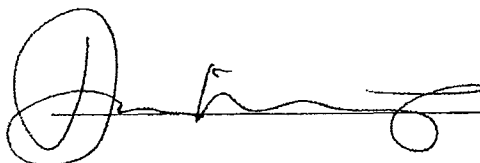
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 46,436
Ceded Reinsurance Premiums Payable	40,456,309
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 40,502,745
Capital Stock, Paid Up	\$ 5,000,000
Surplus	164,696,178
Surplus as regards Policyholders.....	169,696,178
TOTAL	\$ 210,198,923

Securities carried at \$57,996,983 in the above statement are deposited with various states as required by law.

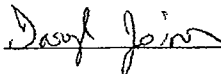
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be \$212,137,795 and surplus as regards policyholders \$171,635,049.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.


Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.


Notary Public



ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date
Business License	09060301	County of Volusia, FL	Sept. 30, 2016

2015/ 2016

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938



Receipt # 200906030001 Expires: September 30, 2016
Business Location: 245 HAZEN RD

Business Name: THATCHER CHEMICAL OF FLORIDA
Owner Name: THATCHER CHEMICAL OF FLORIDA
Mailing Address: P O BOX 27407
SALT LAKE CITY, UT 84127

BUSINESS TYPE	CODE	COUNT	TAX
Manufacturing	391	5	\$30.00
Hazardous Waste Fee	820		\$37.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938

DATE PAID: 07/13/2015

PAYMENT Lockbox-14-00087553
RECEIPT #:

Business Name: THATCHER CHEMICAL OF FLORIDA
Owner Name: THATCHER CHEMICAL OF FLORIDA
Mailing Address: P O BOX 27407
SALT LAKE CITY, UT 84127

TOTAL TAX: 67.00

PENALTY: 0.00

TOTAL PAID: 67.00

Receipt # 200906030001 Expires: September 30, 2016
Business Location: 245 HAZEN RD

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

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:

[illegible]

ATTACHMENT "E"
REFERENCE INFORMATION

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

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

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

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

1. Contact Name/Title: Terry or Bob Bishop
 Name of Firm/Entity: City of Winter Haven, FL
 Description/Dates of Services Provided: Supply and delivery of sodium bisulfite.
 Address: P. O. Box 2277, Winter Haven, FL 33883
 Phone #: (863) 291-5763 Fax #:
 Email Address: bbishop@mywinterhaven.com

2. Contact Name/Title: Dennis Martin, Superintendent
 Name of Firm/Entity: Clay County Utility Authority, FL
 Description/Dates of Services Provided: Supply and delivery of sodium bisulfite.
 Address: 3176 Old Jennings Road, Middleburg, FL 32068
 Phone #: (904) 282-2262 Fax #:
 Email Address: dmartin@clayutility.org

3. Contact Name/Title: Barbara Green
 Name of Firm/Entity: Hillsborough County, FL
 Description/Dates of Services Provided: Supply and delivery of sodium bisulfite.
 Address: 601 E. Kennedy Blvd., 18th Floor, County Center, Tampa, FL 33602
 Phone #: (813) 301-7076 Fax #:
 Email Address:

4. Contact Name/Title: David Porter
 Name of Firm/Entity: City of Clearwater, FL
 Description/Dates of Services Provided: Supply and delivery of sodium bisulfite.
 Address: 100 South Myrtle Avenue, Clearwater, FL 33756
 Phone #: (727) 562-4960 ext. 7248 Fax #:
 Email Address: david.porter@myclearwater.com

5. Contact Name/Title: Rob Mardincuk, Chief Operator
Name of Firm/Entity: City of Tarpon Springs, FL
Description/Dates of Services Provided: Supply and delivery of sodium bisulfite.
Address: 201 East Pine Street, Tarpon Springs, FL 34689
Phone #: (727) 942-5616 Fax #: _____
Email Address: rmardincuk@cl.tarpon-springs.fl.us

Is your company currently involved in any active litigation? No. If Yes, explain: N/A

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

Thatcher Chemical of Florida, Inc. settled claims with the Florida Department of Environmental Protection earlier this year. The claim was dismissed as per the Settlement Agreement.

ATTACHMENT "E"
REFERENCE INFORMATION

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

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

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

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

1. Contact Name/Title: Terry Carver
 Name of Firm/Entity: City of Winter Haven, FL
 Description/Dates of Services Provided: Supply and delivery of liquid aluminum sulfate.
 Address: 4400 Pollard Road, Winter Haven, FL 33884
 Phone #: (863) 291-5763 Fax #: _____
 Email Address: tcarver@mywinterhaven.com

2. Contact Name/Title: Robert Jones, WTP Lead Operator
 Name of Firm/Entity: City of Edgewater, FL
 Description/Dates of Services Provided: Supply and delivery of liquid aluminum sulfate.
 Address: 3315 SR 442, Edgewater, FL 32132
 Phone #: (386) 424-2490 Fax #: _____
 Email Address: rjones@cityofedgewater.org

3. Contact Name/Title: Brady Sorah, Chief Water Plant Operator
 Name of Firm/Entity: City of North Port, FL
 Description/Dates of Services Provided: Supply and delivery of liquid aluminum sulfate.
 Address: 5655 North Port Blvd., North Port, FL 34287
 Phone #: (941) 426-1807 Fax #: _____
 Email Address: wsorah@cityofnorthport.com

4. Contact Name/Title: Roger Maikranz, WWTP Supervisor
 Name of Firm/Entity: City of Sarasota, FL
 Description/Dates of Services Provided: Supply and delivery of liquid aluminum sulfate.
 Address: 1750 12th Street, Sarasota, FL 34236
 Phone #: (941) 365-2200, ext. 6266 Fax #: _____
 Email Address: roger.maikranz@sarasotagov.com

5. Contact Name/Title: Scott Galloway, Plant Superintendent
Name of Firm/Entity: City of West Palm Beach, FL
Description/Dates of Services Provided: Supply and delivery of liquid aluminum sulfate.
Address: 4325 North Haverhill Road, West Palm Beach, FL 33401
Phone #: (561) 255-0113 Fax #: _____
Email Address: sgalloway@wpb.org

Is your company currently involved in any active litigation? No. If Yes, explain: N/A

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

Thatcher Chemical of Florida, Inc. settled claims with the Florida Department of Environmental Protection earlier this year. The claim was dismissed as per the Settlement Agreement.

THATCHER CHEMICAL OF FLORIDA, INC.

P. O. Box 489, Deland, FL 32721-0489



Phone (386) 490-1638

Fax (386) 490-1641

September 19, 2016

ATTACHMENT E

- July 3, 2013 – Thatcher Chemical of Florida, Inc. (Deland) received a citation for non-compliance in regard to non-compliance to closure instructions. This was rectified at the time and facility has been in full compliance since.
- August 23, 2013 – After an internal investigation based upon conversations with FDEP officials, it was discovered and confirmed that a rogue plant manager had been improperly disposing of non-hazardous solids at the plant facility. Subsequent and extensive investigation was instigated both internally and by FDEP officials. Thatcher Chemical of Florida, Inc. ownership cooperated fully with FDEP in the process and the issue was resolved and penalties paid. This was the action of a rogue employee who was fired for his actions. All details of this incident are available through Florida Department of Environmental Protection's OCULUS system.

ATTACHMENT "F"

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

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

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

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

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

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

Please check the appropriate statement:



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

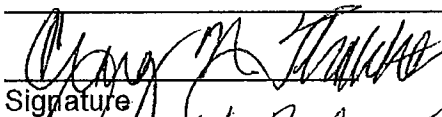


The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

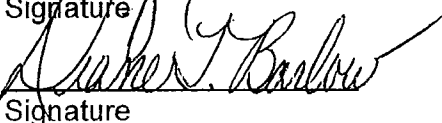
Legal Name of Respondent:

THATCHER CHEMICAL OF FLORIDA, INC.

Authorized Representative(s) :


Signature

Craig N. Thatcher/President
Print Name/Title


Signature

Diane T. Barlow/Secretary
Print Name/Title

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Thatcher Chemical of Florida, Inc. as Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Dollars (\$ 5% of bid amount) 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 September 21, ~~20~~ 2016.

For
Purchase of Water & Wastewater Treatment Chemicals
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 21st day of September A.D., 2016, 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.

BID NO.: 16-54

WITNESSES:

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

WITNESSES:

James T. Barlow

Thatcher Chemical of Florida, Inc.

PRINCIPAL:

Thatcher Chemical of Florida, Inc.

NAME OF FIRM:

Craig H. Thatcher
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

President

TITLE

245 Hazen Road

BUSINESS ADDRESS

Deland

Florida

CITY

STATE

Zurich American Insurance Company

SURETY:

Zurich American Insurance Company

CORPORATE SURETY

John D. Schlichte

John Schlichte, ATTORNEY-IN-FACT (AFFIX SEAL)

6967 S. River Gate Dr. Ste. 200

BUSINESS ADDRESS

Salt Lake City, UT 84047

CITY

STATE

The Presidio Group

NAME OF LOCAL INSURANCE AGENCY

WITNESS:

John Payton

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael WADE, John SCHLICHT, Kim PAYTON, Deila ZEEH and Janies HORMAN**, all of Salt Lake City, Utah, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

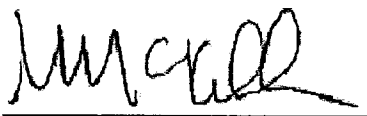
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of May, A.D. 2015.

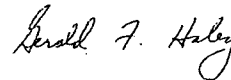
ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 

Secretary
Michael McKibben

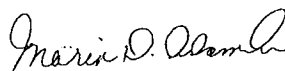


Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 13th day of May, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015





St. Johns County Board of County Commissioners

Purchasing Division

September 13, 2016

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

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

Deletions of Chemical:

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.

Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

The recovery % of each system the uses antiscalant.

Answer: 15%

The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?

Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.

The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

Answer: See Below

<u>Parameter</u>	<u>Raw Water</u>	<u>Feed Water</u>
Chloride (mg/L)		347.0
Sulfate (mg/L)		338.0
Color (c.u.)		4.4
Total Alkalinity (mg/L as CaCO ₃)		138.3
Potassium (mg/L)		10.6
Calcium (mg/L)		96.1
Magnesium (mg/L)		55.5
Sodium (mg/L)		150.3
Iron (mg/L)		0.1
Manganese (mg/L)		0.0
Barium (mg/L)		0.0
Total Organic Carbon (mg/L)		1.5
Dissolved Organic Carbon (mg/L)		1.9
Strontium (mg/L)		5.2
Conductivity (mS/cm ²)		2630.0
pH (S.U.)		5.5
Total Hardness (mg/L as CaCO ₃)		471.5
Temperature (oC)	21.4	

Current price SJC pays for each antiscalant.

Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

Answer: Yes, the references should be from water treatment plants.

- The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

- We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier's check as a bid bond.

- Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

Answer: The delivery is into tanks.

5. Please provide the current suppliers and pricing.

Product	Vendor	Contract Price
Alumunim Sulfate (Bulk)	Chem Trade Chemcials	0.565 per gal
Alumunim Sulfate (Drum)	Thatcher Chemical of FL	153.85 per 55 Drum
Anhydrous Ammonia	Airgas Specialty Products	0.7257 per lb.
Caustic Soda	Allied Universal Corp	2.47 per gal
Calcium Hypochlorite	Allied Universal Corp	144.00 100# Drum
Chlorine Gas	Allied Universal Corp	79.00 150# Cylinder
Muratic Acid	Brenntag Mid-South	9.04 per gal
Anti-Scalant	Hawkins d/b/a Dupont Co	7.56 per gal
MircoC2000	Hawkins d/b/a Dupont Co	3.12 per gal
Sodium Bisulfite	Thatcher Chemical of FL	1.804 per gal (Bulk)
		3.74 per gal (2 Drums)
		3.24 per gal (4 Drums)
Sodium Hypochlorite	Allied Universal Corp	.61 per gal
Sodium Hypochlorite (Non-Tanker)	Odyssey Manufacturing Co	1.25 per gal
Carbon Dioxide	Airgas Carbonic Inc	140.40 per ton
Sulfuric Acid	Shrieve Chemical Co	1.18 per gal
Poly/Ortho Blend	American Water Chemicals	5.40 per gal

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

2016 YEAR TO DATE TOTALS

Sulfuric Acid	79113
Chlorine Bulk	42019
Sodium Hydroxide	2706
Carbon Dioxide	0
Ammonia	8470
Antiscalant	1620

7. Off of Page 39 – Manufacturer's Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.

BID NO: 16-54

OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: 9/20/16

BID PROPOSAL OF

Hawkins, Inc
Full Legal Company Name
2263 Clark St, Apopka, FL 32703 800-330-1369 800-524-9315
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

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

ITEM & DESCRIPTION	UNIT SIZE	UNIT PRICE	ESTIMATED ANNUAL USAGE	EXTENDED PRICE-
1. Anhydrous Ammonia	LB	\$ <u>N/B</u> /LB	26,000 LBS	\$ <u>No Bid</u>
2. Sodium Hydroxide (50%)	GAL	\$ <u>N/B</u> /GAL	20,000 GALS	\$ <u>No Bid</u>
3. Bisulfite Liquid	GAL	\$ <u>N/B</u> /GAL	55,000 GALS	\$ <u>No Bid</u>
	DRUM	\$ <u>N/B</u> /GAL	55-Gal Drum/1320 GALS	\$ <u>No Bid</u>
4. Muriatic/Hydrochloric Acid	GAL	\$ <u>6.75</u> /GAL	400 GALS	\$ <u>2,700.00</u>
5. Calcium Hypochlorite/HTH	LB	\$ <u>1.39</u> /LB	6,500 LBS	\$ <u>9,035.00</u>
6. Chlorine Gas	LB	\$ <u>N/B</u> /LB	34,000 LBS (WTP)	\$ <u>No Bid</u>
7. Sodium Hypochlorite (Bulk)	GAL	\$ <u>N/B</u> /GAL	350,000 GALS (WTP)	\$ <u>No Bid</u>
		\$ <u>N/B</u> /GAL	300,000 GALS (WWTP)	\$ <u>No Bid</u>
8. Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$ <u>1.30</u> /GAL	5,000 GALS (WWTP)	\$ <u>6,500.00</u>
	GAL	\$ <u>1.30</u> /GAL	8,000 GALS (WTP)	\$ <u>10,400.00</u>
9. MircoC2000	GAL	\$ <u>3.50</u> /GAL	25,000 GAL (WWTP)	\$ <u>87,500.00</u>
10. Aluminum Sulfate	GAL	\$ <u>N/B</u> /GAL	60,000 GALS	\$ <u>No Bid</u>

	DRUM	\$	<u>N/B</u>	/GAL	55-GAL Drum/825 GALS	\$	<u>No Bid</u>
11. Carbon Dioxide	LB	\$	<u>N/B</u>	/LB	2.4 MILLION LBS	\$	<u>No Bid</u>
12. Sulfuric Acid	GAL	\$	<u>N/B</u>	/GAL	144,000 GALS	\$	<u>No Bid</u>
13. Poly/Ortho Blend	GAL	\$	<u>7.65</u>	/GAL	3,600 GALS	\$	<u>27,540.</u>

Total Annual Package Bid: \$ 143,675.⁰⁰

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

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

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

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

No.: 1 Date Received: 9/13/16

No.: _____ Date Received: _____

No.: _____ Date Received: _____

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.



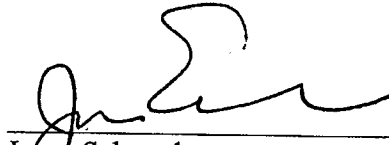
Chemical Affidavit/Certification of Compliance

St Johns County

Bid: Bid #16-54
Water & Wastewater Treatment Chemicals

This is to certify that all chemicals awarded and furnished by Hawkins, Inc. are in compliance with all applicable requirements of the specifications in the bid documents.

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



Jason Schroeder
SE Region Manager

Sworn to & Subscribed before me this 20 th day of September 2016.



Marcia Stivanson
Notary Public, State of Florida

MY COMMISSION # FF 980804
EXPIRES: April 20, 2020
Bonded thru Budget Notary Services



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 Jason Schroeder who being duly sworn, deposes and says he is SE Regional Manager (Title) of the firm of Hawkins, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, 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 neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

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

Sworn and subscribed to me this 20 day
of Sept, 2016.

Notary Public: [Signature]

Signature

Printed: MARCIAA. STANSON
MY COMMISSION # FF 880804
EXPIRES: April 20, 2020
Bonded Thru Budget Notary Service
My commission Expires: _____

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

May 12, 2015



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

Ladies and Gentleman:

As Vice President and General Counsel of Hawkins, Inc., I hereby authorize Jason Schroeder to sign any and all bid documents and related materials for and on behalf of Hawkins Inc.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'R' followed by a horizontal line and a loop.

Richard G. Erstad
Vice President, General Counsel and Secretary

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

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

3502 WHOLESALE

2016

\$30.00

4

EXPIRES

9/30/2017

3502-1097494

EMPLOYEE :

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

HAWKINS INC

DUMONT COMPANY THE
HAWKINS INC
2381 ROSEGATE
ROSEVILLE MN 55113

2263 CLARK ST
U - APOPKA, 32703

PAID: \$30.00 0099-00747038 8/26/2016

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

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

3502 WHOLESALE

2016

\$30.00

4

EXPIRES

9/30/2017

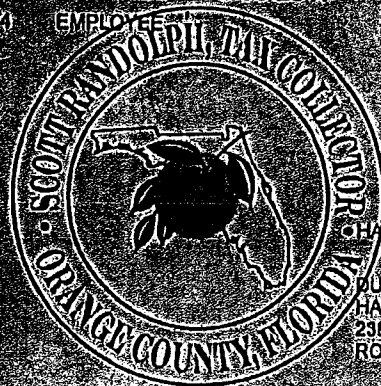
3502-1097494

EMPLOYEE :

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

2263 CLARK ST
U - APOPKA, 32703

PAID: \$30.00 0099-00747038 8/26/2016



HAWKINS INC

DUMONT COMPANY THE
HAWKINS INC
2381 ROSEGATE
ROSEVILLE MN 55113

This receipt is official when validated by the Tax Collector.

ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS

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

[illegible]

ATTACHMENT "E"
REFERENCE INFORMATION

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

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

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

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

1. Contact Name/Title: Scott Ruland - Chief Water Operator
 Name of Firm/Entity: City of Deltona
 Description/Dates of Services Provided: Cal Hypo, Sodium Hypo,
 Address: 255 Enterprise, Deltona, FL 32735 Poly Ortho,
 Phone #: 386-828-8916 Fax #: _____
 Email Address: sruland@deltona.fl.gov

2. Contact Name/Title: Charlotte County
 Name of Firm/Entity: Steve Kipfinger
 Description/Dates of Services Provided: Sodium Hypo, Caustic, AS4000
 Address: 18500 Murdock Circle, Port Charlotte, FL
 Phone #: 941-743-1378 Fax #: _____
 Email Address: Unknown

3. Contact Name/Title: Mark Bombard Asst Utility Director
 Name of Firm/Entity: City of Marathon
 Description/Dates of Services Provided: Micro C 2000
 Address: 9805 Overseas Hwy, Marathon, FL
 Phone #: 305-289-5014 Fax #: _____
 Email Address: bombardm@ci.marathon.fl.us

4. Contact Name/Title: Sarasota County
 Name of Firm/Entity: Mike Miso #1, Wt Chief Operator
 Description/Dates of Services Provided: Hydrochloric Acid, AS4000
 Address: 1600 Ringling Blvd, Sarasota, FL 34233
 Phone #: 941-650-9218 Fax #: _____
 Email Address: Unknown

5. Contact Name/Title: Steve Soltan Water Supply Mgr.
Name of Firm/Entity: Pinellas County
Description/Dates of Services Provided: HFS, Sodium Hypo
Address: 3655 Keller Cr., Tarpon Springs, FL
Phone #: 717-453-6990 Fax #: _____
Email Address: unknown

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

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



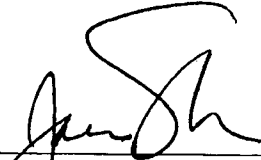
September 19, 2016

St. Johns County

RE: Bid #16-54
Water & Wastewater Treatment Chemicals

Subject: Safety Incidents, Terminations and Debarments

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



Jason Schroeder
SE Region Manager

ATTACHMENT "F"

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

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

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

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

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

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

Please check the appropriate statement:



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



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

Legal Name of Respondent:

Hawkins, Inc.

Authorized Representative(s) :

[Signature]
Signature

Jason Schroeder, SE Regional Mgr.
Print Name/Title

Signature

Print Name/Title

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated September 21st, 20 16 2016.

For
Purchase of Water & Wastewater Treatment Chemicals
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 September 21st A.D., 20 16, 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:

BID NO.: 16-54

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

WITNESSES:

Marcia Sh

Hawkins, Inc.

PRINCIPAL:

NAME OF FIRM:

[Signature]
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

2263 Clark Street

BUSINESS ADDRESS

Apopka, FL 32703

CITY

STATE

WITNESS:

[Signature]

SURETY:

Western Surety Company

CORPORATE SURETY

[Signature]
ATTORNEY-IN-FACT (AFFIX SEAL) Jeffrey Settem

PO Box 5077

BUSINESS ADDRESS

Sioux Falls, SD 57117

CITY

STATE

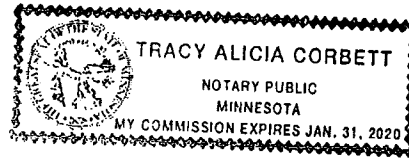
Marsh & McLennan Agency

NAME OF LOCAL INSURANCE AGENCY

STATE OF MINNESOTA

On this 21st day of September, 2016, before me appeared Jeffrey Settem
to me personally known, who, being duly sworn, did say that he or she is the
Attorney-in-Fact of Western Surety Company, that the seal affixed
to the foregoing instrument was signed and sealed on behalf of said corporation by
authority of its Board of Directors and said acknowledged said instrument to be the
free act and deed of said corporation.


notary public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Wendy M Schmid, Sheryl L Cohen, Jill M Lowder, Patricia H Borchers, Christine Scott, Emily Tschimperle, Jeffrey Settem, William D Jeatran, Tracy Corbett, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of August, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of August, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of September, 2016.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



St. Johns County Board of County Commissioners

Purchasing Division

September 13, 2016

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

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

Deletions of Chemical:

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.

Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

The recovery % of each system the uses antiscalant.

Answer: 15%

The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?

Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.

The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

Answer: See Below

<u>Parameter</u>	<u>Raw Water</u>	<u>Feed Water</u>
Chloride (mg/L)		347.0
Sulfate (mg/L)		338.0
Color (c.u.)		4.4
Total Alkalinity (mg/L as CaCO ₃)		138.3
Potassium (mg/L)		10.6
Calcium (mg/L)		96.1
Magnesium (mg/L)		55.5
Sodium (mg/L)		150.3
Iron (mg/L)		0.1
Manganese (mg/L)		0.0
Barium (mg/L)		0.0
Total Organic Carbon (mg/L)		1.5
Dissolved Organic Carbon (mg/L)		1.9
Strontium (mg/L)		5.2
Conductivity (mS/cm ²)		2630.0
pH (S.U.)		5.5
Total Hardness (mg/L as CaCO ₃)		471.5
Temperature (oC)	21.4	

Current price SJC pays for each antiscalant.

Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier's check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

Answer: The delivery is into tanks.

5. Please provide the current suppliers and pricing.

Product	Vendor	Contract Price
Alumunim Sulfate (Bulk)	Chem Trade Chemcials	0.565 per gal
Alumunim Sulfate (Drum)	Thatcher Chemical of FL	153.85 per 55 Drum
Anhydrous Ammonia	Airgas Specialty Products	0.7257 per lb.
Caustic Soda	Allied Universal Corp	2.47 per gal
Calcium Hypochlorite	Allied Universal Corp	144.00 100# Drum
Chlorine Gas	Allied Universal Corp	79.00 150# Cylinder
Muratic Acid	Brenntag Mid-South	9.04 per gal
Anti-Scalant	Hawkins d/b/a Dupont Co	7.56 per gal
MircoC2000	Hawkins d/b/a Dupont Co	3.12 per gal
Sodium Bisulfite	Thatcher Chemical of FL	1.804 per gal (Bulk) 3.74 per gal (2 Drums) 3.24 per gal (4 Drums)
Sodium Hypochlorite	Allied Universal Corp	.61 per gal
Sodium Hypochlorite (Non-Tanker)	Odyssey Manufacturing Co	1.25 per gal
Carbon Dioxide	Airgas Carbonic Inc	140.40 per ton
Sulfuric Acid	Shrieve Chemical Co	1.18 per gal
Poly/Ortho Blend	American Water Chemicals	5.40 per gal

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

2016 YEAR TO DATE TOTALS

Sulfuric Acid	79113
Chlorine Bulk	42019
Sodium Hydroxide	2706
Carbon Dioxide	0
Ammonia	8470
Antiscalant	1620

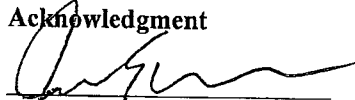
7. Off of Page 39 – Manufacturer's Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlcrite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.

THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

Sincerely,



Signature and Date

Leigh A. Daniels, CPPB
Senior Buyer

Jason Schroeder, SE Regional Mgr.
Printed Name/Title

Hawkins, Inc.
Company Name (Print)

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)

BID NO: 16-54

OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: 9/21/16

BID PROPOSAL OF

Odyssey Manufacturing Company

Full Legal Company Name 1484 Massaro Blvd., Tampa, Fl. 33619	813/635-0339	813/630-2589
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

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

ITEM & DESCRIPTION	UNIT SIZE	UNIT PRICE	ESTIMATED ANNUAL USAGE	EXTENDED PRICE-
1. Anhydrous Ammonia	LB	\$ _____/LB	26,000 LBS	\$ <u>No Bid</u>
2. Sodium Hydroxide (50%)	GAL	\$ _____/GAL	20,000 GALS	\$ <u>No Bid</u>
3. Bisulfite Liquid	GAL	\$ _____/GAL	55,000 GALS	\$ <u>No Bid</u>
	DRUM	\$ _____/GAL	55-Gal Drum/1320 GALS	\$ <u>No Bid</u>
4. Muriatic/Hydrochloric Acid	GAL	\$ _____/GAL	400 GALS	\$ <u>No Bid</u>
5. Calcium Hypochlorite/HTH	LB	\$ _____/LB	6,500 LBS	\$ <u>No Bid</u>
6. Chlorine Gas	LB	\$ _____/LB	34,000 LBS (WTP)	\$ <u>No Bid</u>
7. Sodium Hypochlorite (Bulk)	GAL	\$ <u>.55</u> /GAL	350,000 GALS (WTP)	\$ <u>192,500</u>
		\$ <u>.55</u> /GAL	300,000 GALS (WWTP)	\$ <u>165,000</u>
8. Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$ _____/GAL	5,000 GALS (WWTP)	\$ <u>No Bid</u>
	GAL	\$ _____/GAL	8,000 GALS (WTP)	\$ <u>No Bid</u>
9. MircoC2000	GAL	\$ _____/GAL	25,000GAL (WWTP)	\$ <u>No Bid</u>
10. Aluminum Sulfate	GAL	\$ _____/GAL	60,000 GALS	\$ <u>No Bid</u>

	DRUM	\$ _____/GAL	55-GAL Drum/825 GALS	\$ <u>NO BID</u>
11. Carbon Dioxide	LB	\$ _____/LB	2.4 MILLION LBS	\$ <u>NO BID</u>
12. Sulfuric Acid	GAL	\$ _____/GAL	144,000 GALS	\$ <u>NO BID</u>
13. Poly/Ortho Blend	GAL	\$ _____/GAL	3,600 GALS	\$ <u>NO BID</u>

Total Annual Package Bid: \$ 357,500⁰⁰ (Three Hundred Fifty Seven Thousand Five Hundred)

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

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

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

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

No.: 1 Date Received: 9/13/16

No.: _____ Date Received: _____

No.: _____ Date Received: _____

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: Odyssey Manufacturing Company (Seal)

By:  Patrick Allman, General Manager
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 1484 Massaro Blvd., Tampa, Florida 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: _____

- Submittal Requirements:
- ✓ Official County Bid Form
 - ✓ Attachment "A" – Affidavit
 - ✓ Attachment "B" – Certificate as to Corporate Principal
 - ✓ Attachment "C" – License/Certification List
 - ✓ Attachment "D" – List of Proposed Sub-Contractors
 - ✓ Attachment "E" – References Information
 - ✓ Attachment "F" – Conflict of Interest Disclosure Form
 - ✓ Bid Bond
 - ✓ Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F" and Bid Bond must be completed along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared 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: 16-54, Purchase of Water & Wastewater Treatment Chemicals, 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 neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

Odyssey Manufacturing Company

(Bidder)

By: [Signature]

Patrick Allman

(Title)

Sworn and subscribed to me this 19th day
of September, 2016.

Notary Public:

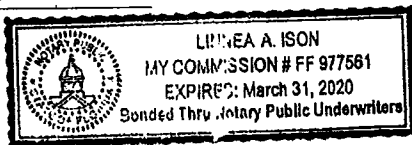
[Signature]

Signature

Linnea A. Ison

Printed

My commission Expires: 3/31/2020



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

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Stephen Sidelko, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Patrick W. Allen who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.

~~Secretary~~

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the and that he has been authorized by Odyssey Manufacturing Co. to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 16th day of September, 2016, A.D.

James A. Isom

NOTARY PUBLIC
State of Florida-at-large



My Commission Expires: 3/31/2020

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

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date
General Contractor	CCC1516698	State of Florida	8/31/2018
Plumbing Contractor	CFC057182	State of Florida	8/31/2018

ATTACHMENT "D"

DIVISION OF WORK

NAME AND ADDRESS OF SUBCONTRACTORS

[illegible]

ATTACHMENT "E"
REFERENCE INFORMATION

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

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

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

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

1. Contact Name/Title: Andrew Greenbaum, North Area Ops. Manager
 Name of Firm/Entity: Tampa Bay Water
 Description/Dates of Services Provided: Current Sodium Hypochlorite Supplier.
 Address: 2575 Enterprise Rd., Clearwater, Fl. 33763
 Phone #: 813/957-6170 Fax #: 727/791-2388
 Email Address: agreenbaum@tampabaywater.org

2. Contact Name/Title: Phil Hyer, WTP Superintendent
 Name of Firm/Entity: City of Pompano Beach
 Description/Dates of Services Provided: Current Sodium Hypochlorite Supplier.
 Address: 301 N.E. 12th St., Pompano Beach, Fl. 33060
 Phone #: 954/545-7045 Fax #: 954/545-7046
 Email Address: phil.hyer@copbfl.com

3. Contact Name/Title: Craven Askew, Chief Operator
 Name of Firm/Entity: City of St. Petersburg
 Description/Dates of Services Provided: Current Sodium Hypochlorite Supplier.
 Address: 1160 62nd Ave., St. Petersburg, Fl. 33702
 Phone #: 727/892-5116 Fax #: 727/823-9152
 Email Address: craven.askew@stpete.org

4. Contact Name/Title: Bickram Ramijt, Water Plant Superintendent
 Name of Firm/Entity: City of Palm Bay
 Description/Dates of Services Provided: Current Sodium Hypochlorite Supplier
 Address: 1103 Clearmont NE, Palm Bay, Fl. 32905
 Phone #: 321/288-2583 Fax #: 321/676-0361
 Email Address: ramijib@palmbayflorida.org

5. Contact Name/Title: Jeff Poteet, General Manager
Name of Firm/Entity: City of Marco Island
Description/Dates of Services Provided: Current Sodium Hypochlorite Supplier.
Address: 807 Elkcam Circle East, Marco Island, Fl. 34145
Phone #: 239/825-9003 Fax #: 239/394-8137
Email Address: jpoteet@marcoislandutilities.com

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

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

Allied Universal (a competitor) repeatedly sued Odyssey Manufacturing Co. numerous times since 1999 in an attempt to put us out of business. All cases have been settled and there are no active cases.

ATTACHMENT "F"

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

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

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

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

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

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

Please check the appropriate statement:

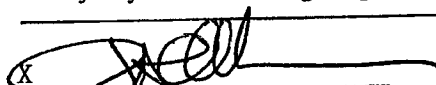
☒ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

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

Legal Name of Respondent:

Odyssey Manufacturing Company

Authorized Representative(s) :


Signature

Patrick Allman, General Manager
Print Name/Title

Signature

Print Name/Title

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS, that Odyssey Manufacturing Co. as Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Dollars (\$17,875.00) 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 September 21st, 2016 2016.

For
Purchase of Water & Wastewater Treatment Chemicals
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 September 21st A.D., 2016, 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:

Kurt Brigham
KURT BRIGHAM
B. Thaxton
Brian Thaxton

Patrick H. Allman

PRINCIPAL:

Odyssey Manufacturing Co.

NAME OF FIRM:

[Signature]

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

General Manager

TITLE

1484 Massaro Blvd.

BUSINESS ADDRESS

Tampa, FL 33619

CITY

STATE

WITNESS:

[Signature]

SURETY:

Travelers Casualty and Surety Company of America

CORPORATE SURETY

[Signature]
ATTORNEY-IN-FACT (AFFIX SEAL)
David B. Shick, Attorney-in-Fact and Licensed FL
Resident Agent #A241176
7217 Benjamin Rd.

BUSINESS ADDRESS

Tampa, FL 33634

CITY

STATE

The Prosure Group, Inc.

NAME OF LOCAL INSURANCE AGENCY



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

231239

Certificate No. 006944411

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David B. Shick

of the City of Tampa, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of August, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 18th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

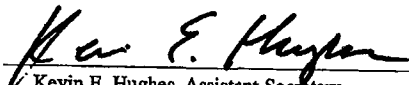
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of SEPTEMBER, 2016.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



St. Johns County Board of County Commissioners

Purchasing Division

September 13, 2016

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

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

Deletions of Chemical:

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.

Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

The recovery % of each system the uses antiscalant.

Answer: 15%

The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?

Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.

The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

Answer: See Below

<u>Parameter</u>	<u>Raw Water</u>	<u>Feed Water</u>
Chloride (mg/L)		347.0
Sulfate (mg/L)		338.0
Color (c.u.)		4.4
Total Alkalinity (mg/L as CaCO3)		138.3
Potassium (mg/L)		10.6
Calcium (mg/L)		96.1
Magnesium (mg/L)		55.5
Sodium (mg/L)		150.3
Iron (mg/L)		0.1
Manganese (mg/L)		0.0
Barium (mg/L)		0.0
Total Organic Carbon (mg/L)		1.5
Dissolved Organic Carbon (mg/L)		1.9
Strontium (mg/L)		5.2
Conductivity (mS/cm2)		2630.0
pH (S.U.)		5.5
Total Hardness (mg/L as CaCO3)		471.5
Temperature (oC)	21.4	

Current price SJC pays for each antiscalant.

Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier's check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

Answer: The delivery is into tanks.

5. Please provide the current suppliers and pricing.

Product	Vendor	Contract Price
Alumunim Sulfate (Bulk)	Chem Trade Chemcials	0.565 per gal
Alumunim Sulfate (Drum)	Thatcher Chemical of FL	153.85 per 55 Drum
Anhydrous Ammonia	Airgas Specialty Products	0.7257 per lb.
Caustic Soda	Allied Universal Corp	2.47 per gal
Calcium Hypochlorite	Allied Universal Corp	144.00 100# Drum
Chlorine Gas	Allied Universal Corp	79.00 150# Cylinder
Muratic Acid	Brenntag Mid-South	9.04 per gal
Anti-Scalant	Hawkins d/b/a Dupont Co	7.56 per gal
MircoC2000	Hawkins d/b/a Dupont Co	3.12 per gal
Sodium Bisulfite	Thatcher Chemical of FL	1.804 per gal (Bulk) 3.74 per gal (2 Drums) 3.24 per gal (4 Drums)
Sodium Hypochlorite	Allied Universal Corp	.61 per gal
Sodium Hypochlorite (Non-Tanker)	Odyssey Manufacturing Co	1.25 per gal
Carbon Dioxide	Airgas Carbonic Inc	140.40 per ton
Sulfuric Acid	Shrieve Chemical Co	1.18 per gal
Poly/Ortho Blend	American Water Chemicals	5.40 per gal

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

2016 YEAR TO DATE TOTALS

Sulfuric Acid	79113
Chlorine Bulk	42019
Sodium Hydroxide	2706
Carbon Dioxide	0
Ammonia	8470
Antiscalant	1620

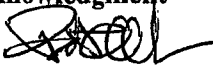
7. Off of Page 39 – Manufacturer's Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.

THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

Sincerely,

X  9/13/16

Signature and Date

Leigh A. Daniels, CPPB
Senior Buyer

Patrick Allman, General Manager

Printed Name/Title

Odyssey Manufacturing Company

Company Name (Print)

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)

BID NO: 16-54**OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA****PROJECT:** Purchase of Water & Wastewater Treatment Chemicals**TO:** THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**DATE SUBMITTED:** 09/21/16**BID PROPOSAL OF**Aquasol Commercial Chemical, Inc. DBA Poolsure

Full Legal Company Name

1707 Townhurst Drive, Houston, TX 77043800-858-7665832-436-4709

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

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

<u>ITEM & DESCRIPTION</u>	<u>UNIT SIZE</u>	<u>UNIT PRICE</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>EXTENDED PRICE-</u>
1. Anhydrous Ammonia	LB	\$ <u>No Bid</u> /LB	26,000 LBS	\$ <u>No Bid</u>
2. Sodium Hydroxide (50%)	GAL	\$ <u>No Bid</u> /GAL	20,000 GALS	\$ <u>No Bid</u>
3. Bisulfite Liquid	GAL	\$ <u>No Bid</u> /GAL	55,000 GALS	\$ <u>No Bid</u>
	DRUM	\$ <u>No Bid</u> /GAL	55-Gal Drum/1320 GALS	\$ <u>No Bid</u>
4. Muriatic/Hydrochloric Acid	GAL	\$ <u>No Bid</u> /GAL	400 GALS	\$ <u>No Bid</u>
5. Calcium Hypochlorite/HTH	LB	\$ <u>No Bid</u> /LB	6,500 LBS	\$ <u>No Bid</u>
6. Chlorine Gas	LB	\$ <u>No Bid</u> /LB	34,000 LBS (WTP)	\$ <u>No Bid</u>
7. Sodium Hypochlorite (Bulk)	GAL	\$ <u>No Bid</u> /GAL	350,000 GALS (WTP)	\$ <u>No Bid</u>
		\$ <u>No Bid</u> /GAL	300,000 GALS (WWTP)	\$ <u>No Bid</u>
8. Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$ <u>1.23</u> /GAL	5,000 GALS (WWTP)	\$ <u>6.150</u>
	GAL	\$ <u>1.23</u> /GAL	8,000 GALS (WTP)	\$ <u>9.840</u>
9. MircoC2000	GAL	\$ <u>No Bid</u> /GAL	25,000GAL (WWTP)	\$ <u>No Bid</u>
10. Aluminum Sulfate	GAL	\$ <u>No Bid</u> /GAL	60,000 GALS	\$ <u>No Bid</u>

	DRUM	\$	<u>No Bid</u>	/GAL	55-GAL Drum/825 GALS	\$	<u>No Bid</u>
11. Carbon Dioxide	LB	\$	<u>No Bid</u>	/LB	2.4 MILLION LBS	\$	<u>No Bid</u>
12. Sulfuric Acid	GAL	\$	<u>No Bid</u>	/GAL	144,000 GALS	\$	<u>No Bid</u>
13. Poly/Ortho Blend	GAL	\$	<u>No Bid</u>	/GAL	3,600 GALS	\$	<u>No Bid</u>

Total Annual Package Bid: \$ 15,990

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

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

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

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

No.: 1 Date Received: 09/13/16

No.: N/A Date Received:

No.: N/A Date Received:

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: Aquasol Commercial Chemical, Inc. DBA Poolsure (Seal)

By: [Signature] John Falik, CEO
Signature of Authorized Representative (Name & Title typed or printed)

By: [Signature] Alan Falik, President
Signature of Authorized Representative (Name & Title typed or printed)

Address: 1707 Townhurst Drive, Houston, TX 77043

Telephone No.: (800) 858-7336 Fax No.: (832) 436-4709

Email Address for Authorized Company Representative: bids@poolsure.com

Federal I.D. Tax Number: 74-2861600 DUNS #: 11-097-7316

INDIVIDUAL

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

Address: N/A

Telephone No.: () N/A Fax No.: N/A

Email Address: N/A

Federal I.D. Tax Number: N/A

Submittal Requirements: Official County Bid Form
Attachment "A" – Affidavit
Attachment "B" – Certificate as to Corporate Principal
Attachment "C" – License/Certification List
Attachment "D" – List of Proposed Sub-Contractors
Attachment "E" – References Information
Attachment "F" – Conflict of Interest Disclosure Form
Bid Bond
Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

Bid No: 16-54

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

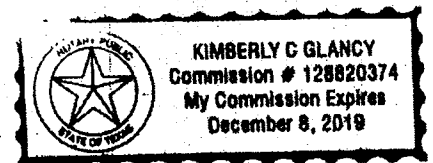
Before me, the Undersigned authority, personally appeared Alan Falk who being duly sworn, deposes and says he is President (Title) of the firm of Aquasol Commercial Chemical, Inc. DBA Poolsure Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, 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 neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

[Signature]
(Bidder)
By: Alan Falk
President
(Title)

Sworn and subscribed to me this 19th day
of September, 2016.

Notary Public:
[Signature]
Signature
Kimberly Glancy
Printed



My commission Expires: 12/08/2019

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

Bid No: 16-54

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date
Cert Pool/Spa Service Contractor	CPC1458768	State of Florida Department of Business & Professional Regulation	08/31/2018
Certificate of Status	F97000006705	State of Florida Department of State	12/31/2018
Business Tax Receipt	MC 772.326-15	Michael Corrigan, Duval County Tax Collector	09/30/2016



2015-2016 BUSINESS TAX RECEIPT
MICHAEL CORRIGAN, DUVAL COUNTY TAX COLLECTOR
231 E. FORSYTH STREET, SUITE 130, JACKSONVILLE, FL 32202-3370
Phone: (904) 630-1816, option 3; Fax: (904) 630-1432
Website: www.coj.net/tc; Email: taxcollector@coj.net

Note - A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.
This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period
October 1, 2015 through September 30, 2016.

AQUASOL COMMERCIAL CHEMICALS, INC
AQUASOL COMMERCIAL CHEMICALS, INC
1707 TOWNHURST DR
HOUSTON, TX 77043

ACCOUNT NUMBER:	37986		
LOCATION ADDRESS:	2125 HUBBARD ST JACKSONVILLE, FL 32206		
DESCRIPTION:	PUBLIC SERVICE OR REPAIR, NOT SPEC		
COUNTY RECEIPT DESC:	PUBLIC SERVICE OR REPAIR, NOT SPEC	COUNTY TAX:	13.75
MUNICIPAL RECEIPT DESC:	MC 772.328-15	MUNICIPAL TAX:	41.26
		TOTAL TAX PAID:	55.00

VALID UNTIL September 30, 2016

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

Michael Corrigan

TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.
PAID-5501447.0001-0001 WEB 07/09/2015 55.00



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

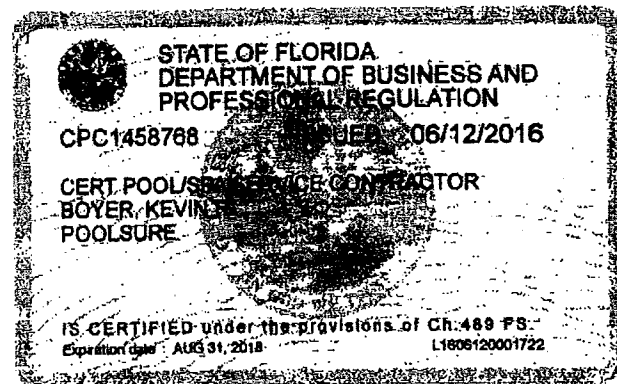
(850) 487-1395

**BOYER, KEVIN R
POOLSURE
300 NORTH RIVERSIDE DRIVE
EDGEWATER FL 32132**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	CPC1458768
----------------	------------

The **SERVICE POOL/SPA CONTRACTOR**
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: **AUG 31, 2018**

**BOYER, KEVIN R
POOLSURE
1707 TOWNBURST DRIVE
HOUSTON TX 77055**



ISSUED: 08/12/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606120001722

State of Florida

Department of State

I certify from the records of this office that AQUASOL COMMERCIAL CHEMICALS, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on December 18, 1997.

The document number of this corporation is F97000006705.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 1, 2016, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of March, 2016*



Ken Detjen
Secretary of State

Tracking Number: CC1197390836

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

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

Bid No: 16-54

ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS

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

DIVISION OF WORK

NAME AND ADDRESS OF SUBCONTRACTORS

No Subcontractors or major material suppliers required

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. N/A

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. See attached Osha forms.

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

1. Contact Name/Title: Bill Lasher/Site Contact
 Name of Firm/Entity: Volusia County/Four Town - WWP
 Description/Dates of Services Provided: Delivery of sodium hypochlorite solution (bleach) wastewater treatment plant. Feb.2015 -current. 20,000 gallons/\$24,400
 Address: 2400 South Volusia, Orange City, FL 32763
 Phone #: 386.804.2972 Fax #: _____
 Email Address: blasher@volusia.org

2. Contact Name/Title: Steve Parnell/Treatment Plant Operator
 Name of Firm/Entity: Volusia County/Tomoka Farms Road Landfill LTP
 Description/Dates of Services Provided: Delivery of sodium hypochlorite (bleach) to landfill. February 2015-Current. 20,000 gallons/\$24,400
 Address: 1990 Tomoka Farms Road, Port Orange, FL, 32128
 Phone #: 386.947.2952 Fax #: _____
 Email Address: sparnell@volusia.org

3. Contact Name/Title: Phil Larrimore/Service
 Name of Firm/Entity: Volusia County/Four Towns WWTF-3
 Description/Dates of Services Provided: Delivery of sodium hypochlorite (bleach) to Wastewater Treatment facility. January 2015-current. 20,000 gallons/\$24,400
 Address: 1000 East Iris Drive, Orange City, FL 32763
 Phone #: 386.804.7786 Fax #: _____
 Email Address: plarrimore@volusia.org

4. Contact Name/Title: Chris Goodwin
 Name of Firm/Entity: Clay County/user at multiple facilities
 Description/Dates of Services Provided: Delivery of sodium hypochlorite (bleach) to water treatment facilities. November 2015-present. 30,000 gallons/\$37,200
 Address: 3176 Old Jennings Road, Middleburg, FL 32068
 Phone #: 904-219-4127 Fax #: _____
 Email Address: cgoodwin@clayutility.org

5. Contact Name/Title: Don Yown/Water Treatment Facilities Manager
Name of Firm/Entity: Clay County/user at multiple facilities
Description/Dates of Services Provided: Delivery of sodium hypochlorite (bleach) to water treatment
facilities. November 2015-present. 30,000 gallons/\$37,200
Address: 3176 Old Jennings Road, Middleburg, FL 32068
Phone #: 904-219-9651 Fax #: _____
Email Address: dyown@clayutility.org

Is your company currently involved in any active litigation? No If Yes, explain: N/A

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

We are not currently involved in active litigation. We have been sued but have never been involved in a suit that went to court and
have no active suits. If further information is needed, please let us know.

Chemicals purchased by the county are being stored and shipped from our Jacksonville location at:

2125 Hubbard
Jacksonville, FL 32206

St. John's County may obtain a sample from the following:

Crystal Clean Warehouse
9080 Berry Avenue
Jacksonville, FL 32211
Jim Miley (owner) – 904-449-1675

ATTACHMENT "F"

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

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

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

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

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

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

Please check the appropriate statement:

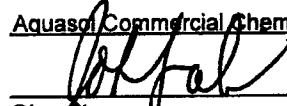
☒ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

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

Legal Name of Respondent:

Aquasol Commercial Chemical, Inc. DBA Poolsure

Authorized Representative(s) :


Signature

John Falik, CEO
Print Name/Title


Signature

Alan Falik, President
Print Name/Title



St. Johns County Board of County Commissioners

Purchasing Division

September 13, 2016

COPY

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

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

Deletions of Chemical:

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.

Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

The recovery % of each system the uses antiscalant.

Answer: 15%

The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?

Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.

The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

Answer: See Below

<u>Parameter</u>	<u>Raw Water</u>	<u>Feed Water</u>
Chloride (mg/L)		347.0
Sulfate (mg/L)		338.0
Color (c.u.)		4.4
Total Alkalinity (mg/L as CaCO ₃)		138.3
Potassium (mg/L)		10.6
Calcium (mg/L)		96.1
Magnesium (mg/L)		55.5
Sodium (mg/L)		150.3
Iron (mg/L)		0.1
Manganese (mg/L)		0.0
Barium (mg/L)		0.0
Total Organic Carbon (mg/L)		1.5
Dissolved Organic Carbon (mg/L)		1.9
Strontium (mg/L)		5.2
Conductivity (mS/cm ²)		2630.0
pH (S.U.)		5.5
Total Hardness (mg/L as CaCO ₃)		471.5
Temperature (oC)	21.4	

Current price SJC pays for each antiscalant.

Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier's check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

Answer: The delivery is into tanks.

5. Please provide the current suppliers and pricing.

Product	Vendor	Contract Price
Alumunim Sulfate (Bulk)	Chem Trade Chemcials	0.565 per gal
Alumunim Sulfate (Drum)	Thatcher Chemical of FL	153.85 per 55 Drum
Anhydrous Ammonia	Airgas Specialty Products	0.7257 per lb.
Caustic Soda	Allied Universal Corp	2.47 per gal
Calcium Hypochlorite	Allied Universal Corp	144.00 100# Drum
Chlorine Gas	Allied Universal Corp	79.00 150# Cylinder
Muratic Acid	Brenntag Mid-South	9.04 per gal
Anti-Scalant	Hawkins d/b/a Dupont Co	7.56 per gal
MircoC2000	Hawkins d/b/a Dupont Co	3.12 per gal
Sodium Bisulfite	Thatcher Chemical of FL	1.804 per gal (Bulk) 3.74 per gal (2 Drums) 3.24 per gal (4 Drums)
Sodium Hypochlorite	Allied Universal Corp	.61 per gal
Sodium Hypochlorite (Non-Tanker)	Odyssey Manufacturing Co	1.25 per gal
Carbon Dioxide	Airgas Carbonic Inc	140.40 per ton
Sulfuric Acid	Shrieve Chemical Co	1.18 per gal
Poly/Ortho Blend	American Water Chemicals	5.40 per gal

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

2016 YEAR TO DATE TOTALS

Sulfuric Acid	79113
Chlorine Bulk	42019
Sodium Hydroxide	2706
Carbon Dioxide	0
Ammonia	8470
Antiscalant	1620

7. Off of Page 39 – Manufacturer's Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.

THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

Sincerely,



Signature and Date

09/19/16

Leigh A. Daniels, CPPB
Senior Buyer

Alan Falk, President

Printed Name/Title

Aquasol Commercial Chemical, Inc. DBA Poolsure

Company Name (Print)

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)

Amegy Bank

of Texas
AMEGY BANK, a division of ZB, N.A.
PO BOX 27459 HOUSTON, TEXAS 77227-7459

PURCHASER: Aquasol Controllers, Inc.

CASHIER'S CHECK

Notice to Purchaser: As a condition to this institution's issuance of this check, Purchaser agrees to provide an Indemnity Bond prior to the refund or replacement of this check in the event it is lost, misplaced, or stolen.

No. 419452

35-1125/1130

Void if over \$799.50

PAY
EXACTLY



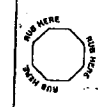
Seven Hundred Ninety Nine Dollars and Fifty Cents

PAY TO THE ORDER OF The Board of County Commissioners of St. Johns County

DATE
9/19/2016

AMOUNT
\$799.50

CHECKS OVER \$25,000.00 MUST HAVE 2 SIGNATURES



Kay Yeager
AUTHORIZED SIGNATURE

⑈ 4 1 9 4 5 2 ⑈ ⑆ 1 1 3 0 1 1 2 5 8 ⑆

⑈ 1 9 0 1 1 2 5 ⑈

COPY

BID NO: 16-54

**OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA**

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: SEPTEMBER 16, 2016

BID PROPOSAL OF

CHEMTRADE CHEMICALS US LLC

Full Legal Company Name

90 EAST HALSEY ROAD, PARSIPPANY, NJ 07054

800 441 2659

973 515 4461

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

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

ITEM & DESCRIPTION	UNIT SIZE	UNIT PRICE	ESTIMATED ANNUAL USAGE	EXTENDED PRICE-
1. Anhydrous Ammonia	LB	\$ <u>NO BID</u> /LB	26,000 LBS	\$ _____
2. Sodium Hydroxide (50%)	GAL	\$ <u>NO BID</u> /GAL	20,000 GALS	\$ _____
3. Bisulfite Liquid	GAL	\$ <u>NO BID</u> /GAL	55,000 GALS	\$ _____
	DRUM	\$ <u>NO BID</u> /GAL	55-Gal Drum/1320 GALS	\$ _____
4. Muriatic/Hydrochloric Acid	GAL	\$ <u>NO BID</u> /GAL	400 GALS	\$ _____
5. Calcium Hypochlorite/HTH	LB	\$ <u>NO BID</u> /LB	6,500 LBS	\$ _____
6. Chlorine Gas	LB	\$ <u>NO BID</u> /LB	34,000 LBS (WTP)	\$ _____
7. Sodium Hypochlorite (Bulk)	GAL	\$ <u>NO BID</u> /GAL	350,000 GALS (WTP)	\$ _____
		\$ <u>NO BID</u> /GAL	300,000 GALS (WWTP)	\$ _____
8. Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$ <u>NO BID</u> /GAL	5,000 GALS (WWTP)	\$ _____
	GAL	\$ <u>NO BID</u> /GAL	8,000 GALS (WTP)	\$ _____
9. MircoC2000	GAL	\$ <u>NO BID</u> /GAL	25,000GAL (WWTP)	\$ _____
10. Aluminum Sulfate	GAL	* \$ <u>0.5281</u> /GAL	60,000 GALS	\$ <u>31,686.00</u>

***FOR CONVERSION PURPOSE ONLY, PRICE EQUATES TO \$195.49/DRY TON**

	DRUM	\$	<u>NO BID</u>	/GAL	55-GAL Drum/825 GALS	\$	_____
11. Carbon Dioxide	LB	\$	<u>NO BID</u>	/LB	2.4 MILLION LBS	\$	_____
12. Sulfuric Acid	GAL	\$	<u>NO BID</u>	/GAL	144,000 GALS	\$	_____
13. Poly/Ortho Blend	GAL	\$	<u>NO BID</u>	/GAL	3,600 GALS	\$	_____

Total Annual Package Bid: \$ 31,686.00 **THIRTY-ONE THOUSAND SIX HUNDRED EIGHTY-SIX DOLLARS**
AND ZERO CENTS

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

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

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

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

No.: 1 Date Received: **SEPTEMBER 14, 2016**

No.: _____ Date Received: _____

No.: _____ Date Received: _____

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: CHEMTRADE CHEMICALS US LLC (Seal)

By: *Ann Hopler* ANN HOPLER, MARKETING SPECIALIST
Signature of Authorized Representative (Name & Title typed or printed)

By: *Elizabeth Ryno* ELIZABETH RYNO, MARKETING SPECIALIST
Signature of Authorized Representative (Name & Title typed or printed)

Address: 90 EAST HALSEY ROAD, PARSIPPANY, NJ 07054

Telephone No.: (800) 441 2659 Fax No.: (973) 515 4461

Email Address for Authorized Company Representative: bids@chemtradelogistics.com

Federal I.D. Tax Number: FEIN: 74 3104940 DUNS #: 20-112-6716

INDIVIDUAL

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

Address: _____

Telephone No.: () Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements: Official County Bid Form
 Attachment "A" – Affidavit
 Attachment "B" – Certificate as to Corporate Principal
 Attachment "C" – License/Certification List
 Attachment "D" – List of Proposed Sub-Contractors
 Attachment "E" – References Information
 Attachment "F" – Conflict of Interest Disclosure Form
 Bid Bond
 Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared ANN HOPLER who being duly sworn, deposes and says he is MARKETING SPECIALIST (Title) of the firm of CHEMTRADE CHEMICALS US LLC Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, 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 neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

CHEMTRADE CHEMICALS US LLC
(Bidder)

By: ANN HOPLER
MARKETING SPECIALIST
(Title)

Sworn and subscribed to me this 16th day
of SEPTEMBER 2016.

Notary Public:
Mary F. Culver
Signature

MARY F. CULVER
Printed
NOTARY PUBLIC
STATE OF NJ
MY COMM. EXR 10-21-16
My commission Expires: _____

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



CHEMTRADE

DELEGATION OF AUTHORITY

I, Mark Davis, President and Chief Executive Officer of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel Lisa Brownlee
Leilina Gossa Ann Hopler

Paul Peters
Andrew Hoffman

Elizabeth Ryno
Michele Schrocher

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 31st day of January, 2016.

Mark Davis
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Paré, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Mark Davis is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Davis, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer.

Mark Davis
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 31st day of January, 2016.

Susan Paré
Corporate Secretary

Seal

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date
	* PLEASE SEE ATTACHED CERTIFICATE *		



2016 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/15

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

Business Name and Location Address

Certificate Number

CHEMTRADE CHEMICALS US LLC
90 E HALSEY RD
PARSIPPANY, NJ 07054-3713

78-8012968125-5

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to **www.myflorida.com/dor** and select "*More e-Services*" and then "*Verify resale and exemption certificates*"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.

M03000003681

**Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet**

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H14000090305 3)))



H140000903053ABCV

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850) 617-6383

From:
Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

FILED
14 APR 15 AM 10:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

RECEIVED

14 APR 15 PM 4:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**LLC AMND/RESTATE/CORRECT OR M/MG RESIGN
GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC**

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$25.00

[Electronic Filing Menu](#)

[Corporate Filing Menu](#)

[Help](#)

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE
AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT
BUSINESS IN FLORIDA**

SECTION I (1-3 must be completed)

1. Name of limited liability Company as it appears on the records of the Florida Department of State: GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC
2. Jurisdiction of its organization: Delaware
3. Date authorized to do business in Florida: 11/03/2003

SECTION II (4-7 complete only the applicable changes)

4. New name of the limited liability company: CHEMTRADE CHEMICALS US LLC
(must contain "Limited Liability Company," "LLC," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain "Limited Liability Company," "L.L.C." or "LLC.")

5. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

6. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(e), indicate that change: _____
7. Attached is an original certificate, if required: no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.


Signature of the authorized representative

DAN DIETZ
Typed or printed name of signer

Filing Fee: \$25.00

FILED
14 APR 15 AM 10:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "CENTRADE CHEMICALS US LLC", THE TWENTY-EIGHTH DAY OF FEBRUARY, A.D. 2014, AT 9:20 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF MARCH, A.D. 2014.

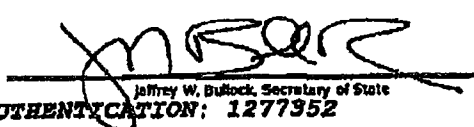
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

3707487 8320

140644900

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1277352

DATE: 04-08-14

ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS

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

DIVISION OF WORK

NAME AND ADDRESS OF SUBCONTRACTORS

NONE USED

ATTACHMENT "E"
REFERENCE INFORMATION

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

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

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

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

1. Contact Name/Title: _____
Name of Firm/Entity: _____
Description/Dates of Services Provided: _____

Address: _____
Phone #: _____ Fax #: _____
Email Address: _____
2. Contact Name/Title: _____
Name of Firm/Entity: _____
Description/Dates of Services Provided: _____

Address: _____
Phone #: _____ Fax #: _____
Email Address: _____
3. Contact Name/Title: _____
Name of Firm/Entity: _____
Description/Dates of Services Provided: _____

Address: _____
Phone #: _____ Fax #: _____
Email Address: _____
4. Contact Name/Title: _____
Name of Firm/Entity: _____
Description/Dates of Services Provided: _____

Address: _____
Phone #: _____ Fax #: _____
Email Address: _____

5. Contact Name/Title: _____
Name of Firm/Entity: _____
Description/Dates of Services Provided: _____
Address: _____
Phone #: _____ Fax #: _____
Email Address: _____

Is your company currently involved in any active litigation? YES If Yes, explain: CHEMTRADE CHEMICALS US LLC

IS CURRENTLY SUBJECT TO CERTAIN ANITRUST CIVIL LITIGATIONS FILED BY MUNICIPAL ENTITIES RELATING TO CERTAIN
WATER CHEMICAL SALES, BUT THERE HAS BEEN NO JUDGMENT WITH RESPECT TO THESE CLAIMS. CHEMTRADE CHEMICALS US LLC
IS NOT OTHERWISE INVOLVED IN ANY MATERIAL LITIGATION.

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

TO THE BEST OF OUR KNOWLEDGE ALL PREVIOUS SUITS HAVE OCCURRED IN THE ORDINARY COURSE OF BUSINESS AND
HAVE NOT MATERIALLY IMPACTED CHEMTRADE CHEMICALS US LLC OPERATIONS.

TO THE BEST OF OUR KNOWLEDGE, AT THIS TIME, THERE WERE NO CONTRACTS TERMINATED EARLY FOR NON-COMPLIANCE
WITH SAFETY, QUALITY OR SERVICE REQUIREMENTS.

PRODUCT WILL BE STORED AND SHIPPED FROM OUR JACKSONVILLE, FLORIDA LOCATION.



CHEMTRADE

Water Chemicals Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 973-515-0900
Fax: 973-515-4461

REFERENCES

The following is a list of 5 customers whom Chemtrade Chemicals US LLC currently supplies with Liquid Aluminum Sulfate for the 2015 and 2016 calendar years (and prior). If you need additional references, please do not hesitate to contact us and we can provide more information.

Pinellas County
South Cross Bayou W.R.F.
7401 54th Avenue North
St. Petersburg, FL 33709
Jim Dulaney, Plant Superintendent
Telephone: 727-582-7015
Cell: 727-742-7799

City of Ormond Beach
Engineering Dept.
22 South Beach Street
Ormond Beach, FL 32175
Michael Dunn, Civil Engineer
Telephone: 386-615-7040

City of Clearwater
Public Utilities Dept.
3290 State Road 580
Safety Harbor, FL 33695
Jeff Borden, Chief Operator
Telephone: 727-793-2787
Cell: 727-224-7682

City of Fort Myers
Central AWWT Facility
1501 Raleigh Street
Ft. Myers, FL 33902
J. Bolder, Plant Supervisor
Telephone: 239-321-7569

Lake County Water Authority
107 North Lake Avenue
Tavares, FL 32778-3119
Ronald L. Hart, Water Resources Program Manager
Telephone: 352-343-3777 Ext. 24
Cell: 352-516-4823

To obtain Sample, please contact:

City of Ormond Beach
Contact: Michael Dunn
Telephone: 386-615-7040

ATTACHMENT "F"

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

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

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

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

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

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

Please check the appropriate statement:

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

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

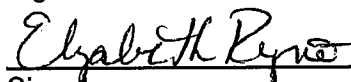
Legal Name of Respondent:

CHEMTRADE CHEMICALS US LLC

Authorized Representative(s) :


Signature

ANN HOPLER, MARKETING SPECIALIST
Print Name/Title


Signature

ELIZABETH RYNO, MARKETING
SPECIALIST
Print Name/Title

BID NO.: 16-54

BID BOND

Bond No. CHEM9-12-16-1

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Chemtrade Chemicals US LLC as Principal, and Berkley Insurance Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Dollars (\$ Five Percent of the Amount) 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 September 21st, 20 2016.

For
Purchase of Water & Wastewater Treatment Chemicals
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 12th day of September A.D., 20 16, 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.

BID NO.: 16-54

WITNESSES:

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

WITNESSES:

Chemtrade Chemicals US LLC

PRINCIPAL:

NAME OF FIRM:

Ann Hopler

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

Ann Hopler, Marketing Specialist

TITLE

90 East Halsey Road

BUSINESS ADDRESS

Parsippany NJ 07054

CITY

STATE

Berkley Insurance Company

SURETY:

WITNESS:

Jeffrey Seal

CORPORATE SURETY

Jennifer Susan Vanat

ATTORNEY-IN-FACT (AFFIX SEAL) Jennifer Susan Vanat

475 Steamboat Road

BUSINESS ADDRESS

Greenwich CT 06830

CITY

STATE

Rose and Kiernan, Inc.

NAME OF LOCAL INSURANCE AGENCY

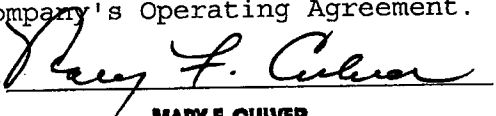
(Acknowledgment of bond by Limited Liability Company)

STATE OF NEW JERSEY)
COUNTY OF MORRIS)

Bond No. CHEM9-12-16-1

On this 16th day of September, 2016 before me personally came
Ann Hopler to me known, being sworn
by me, did depose and say that (s)he resides in Long Valley, NJ
that (s)he is the **Marketing Specialist** of **CHEMTRADE CHEMICALS US LLC**
a Limited Liability Company described in and which
executed the foregoing instrument; that (s)he signed his/her name thereto pursuant
to authority granted by Limited Liability Company's Operating Agreement.

Sworn to and acknowledged on the above date,



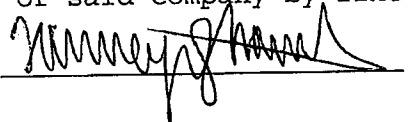
MARY F. CULVER
NOTARY PUBLIC
STATE OF NJ
MY COMM. EXP. 10-21-16

(Acknowledgment of bond by Surety Company)

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

On this 12th day of **September**, 2016 before me personally came
Jennifer Susan Vanat to me known, who being by my duly sworn, did depose and say that
(s)he resides in **Stuyvesant, NY**, (s)he is the Attorney-in-fact of the
BERKLEY INSURANCE COMPANY and which executed the within instrument; that (s)he knows
the seal of said Company and that it was affixed thereto by authority of the Power of
Attorney of said Company; of which a certified copy is attached; and that (s)he
signed said instrument as an Attorney-in-Fact of said Company by like authority.

Sworn to and acknowledged on the above date,



JAIMEY STRAUCH
Notary Public, State of New York
Qualified in Albany County
Reg # 01ST6309783
Commission Expires Aug. 18, 2019

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kevin J. Garrity; Renee A. Manny; Audrey J. Daniels; Vikki L. LaVean; Lori A. Francett; Christopher Terzian; Judy Tomlinson; John F. Murray, Jr.; Derek P. Hannon; Arnold E. Finaldi, Jr.; or Jennifer Susan Vanat of Rose & Kiernan, Inc. of East Greenbush, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of October, 2014.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of October, 2014, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12th day of September, 2016.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2015

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$	8,870,177
Common & Preferred Stocks		3,285,217
Cash & Short Term Investments		567,599
Premiums Receivable		1,396,912
Other Assets		<u>2,989,424</u>
<u>Total Admitted Assets</u>	\$	<u>17,109,329</u>

Liabilities & Surplus

Loss & LAE Reserves	\$	8,753,797
Unearned Premium Reserves		2,503,622
Other Liabilities		<u>556,351</u>

Total Liabilities \$ 11,813,770

Common Stock	\$	43,000
Preferred Stock		10
Additional Paid In Capital		2,818,041
Unassigned Surplus		<u>2,434,508</u>

Total Policyholders' Surplus \$ 5,295,559

Total Liabilities & Surplus \$ 17,109,329

Officers:

President: William Robert Berkley, Jr.
Secretary: Ira Seth Lederman
Treasurer: Eugene George Ballard

Directors:

William Robert Berkley,
(Chairman)
William Robert Berkley, Jr.
Eugene George Ballard
Paul James Hancock
Carol Josephine LaPunzina
Ira Seth Lederman
Carl Fred Madsen



St. Johns County Board of County Commissioners

Purchasing Division

September 13, 2016

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

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

Deletions of Chemical:

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.

Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

The recovery % of each system the uses antiscalant.

Answer: 15%

The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?

Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.

The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

Answer: See Below

<u>Parameter</u>	<u>Raw Water</u>	<u>Feed Water</u>
Chloride (mg/L)		347.0
Sulfate (mg/L)		338.0
Color (c.u.)		4.4
Total Alkalinity (mg/L as CaCO ₃)		138.3
Potassium (mg/L)		10.6
Calcium (mg/L)		96.1
Magnesium (mg/L)		55.5
Sodium (mg/L)		150.3
Iron (mg/L)		0.1
Manganese (mg/L)		0.0
Barium (mg/L)		0.0
Total Organic Carbon (mg/L)		1.5
Dissolved Organic Carbon (mg/L)		1.9
Strontium (mg/L)		5.2
Conductivity (mS/cm ²)		2630.0
pH (S.U.)		5.5
Total Hardness (mg/L as CaCO ₃)		471.5
Temperature (oC)	21.4	

Current price SJC pays for each antiscalant.

Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier's check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

Answer: The delivery is into tanks.

5. Please provide the current suppliers and pricing.

Product	Vendor	Contract Price
Alumunim Sulfate (Bulk)	Chem Trade Chemcials	0.565 per gal
Alumunim Sulfate (Drum)	Thatcher Chemical of FL	153.85 per 55 Drum
Anhydrous Ammonia	Airgas Specialty Products	0.7257 per lb.
Caustic Soda	Allied Universal Corp	2.47 per gal
Calcium Hypochlorite	Allied Universal Corp	144.00 100# Drum
Chlorine Gas	Allied Universal Corp	79.00 150# Cylinder
Muratic Acid	Brenntag Mid-South	9.04 per gal
Anti-Scalant	Hawkins d/b/a Dupont Co	7.56 per gal
MircoC2000	Hawkins d/b/a Dupont Co	3.12 per gal
Sodium Bisulfite	Thatcher Chemical of FL	1.804 per gal (Bulk)
		3.74 per gal (2 Drums)
		3.24 per gal (4 Drums)
Sodium Hypochlorite	Allied Universal Corp	.61 per gal
Sodium Hypochlorite (Non-Tanker)	Odyssey Manufacturing Co	1.25 per gal
Carbon Dioxide	Airgas Carbonic Inc	140.40 per ton
Sulfuric Acid	Shrieve Chemical Co	1.18 per gal
Poly/Ortho Blend	American Water Chemicals	5.40 per gal

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

2016 YEAR TO DATE TOTALS

Sulfuric Acid	79113
Chlorine Bulk	42019
Sodium Hydroxide	2706
Carbon Dioxide	0
Ammonia	8470
Antiscalant	1620

7. Off of Page 39 – Manufacturer's Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.

THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

Sincerely,



SEPTEMBER 14, 2016

Signature and Date

**Leigh A. Daniels, CPPB
Senior Buyer**

ANN HOPLER, MARKETING SPECIALIST

Printed Name/Title

CHEMTRADE CHEMICALS US LLC

Company Name (Print)

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)

BID NO: 16-54

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

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: Sept. 15, 2016

BID PROPOSAL OF

AIRGAS USA, LLC SOUTH REGION

<u>Full Legal Company Name</u>		
5249 TAMPA WEST BLVD. TAMPA, FL 33634	813-220-8881	813-935-1434
<u>Mailing Address</u>	<u>Telephone Number</u>	<u>Fax Number</u>

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

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

ITEM & DESCRIPTION	UNIT SIZE	UNIT PRICE	ESTIMATED ANNUAL USAGE	EXTENDED PRICE
1. Anhydrous Ammonia	LB	\$_____/LB	26,000 LBS	\$_____
2. Sodium Hydroxide (50%)	GAL	\$_____/GAL	20,000 GALS	\$_____
3. Bisulfite Liquid	GAL	\$_____/GAL	55,000 GALS	\$_____
	DRUM	\$_____/GAL	55-Gal Drum/1320 GALS	\$_____
4. Muriatic/Hydrochloric Acid	GAL	\$_____/GAL	400 GALS	\$_____
5. Calcium Hypochlorite/HTH	LB	\$_____/LB	6,500 LBS	\$_____
6. Chlorine Gas	LB	\$_____/LB	34,000 LBS (WTP)	\$_____
7. Sodium Hypochlorite (Bulk)	GAL	\$_____/GAL	350,000 GALS (WTP)	\$_____
		\$_____/GAL	300,000 GALS (WWTP)	\$_____
8. Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$_____/GAL	5,000 GALS (WWTP)	\$_____
	GAL	\$_____/GAL	8,000 GALS (WTP)	\$_____
9. Anti-Scalant	GAL	\$_____/GAL	3,600 GALS	\$_____
10. MircoC2000	GAL	\$_____/GAL	25,000 GAL (WWTP)	\$_____
11. Aluminum Sulfate	GAL	\$_____/GAL	60,000 GALS	\$_____

	DRUM	\$ _____/GAL	55-GAL Drum/825 GALS	\$ _____
12. Carbon Dioxide	LB	\$ 0.079125 /LB	2.4 MILLION LBS	\$ 189,900.00
13. Sulfuric Acid	GAL	\$ _____/GAL	144,000 GALS	\$ _____
14. Poly/Ortho Blend	GAL	\$ _____/GAL	3,600 GALS	\$ _____

Total Annual Package Bid: \$ 189,900.00

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

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

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

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

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

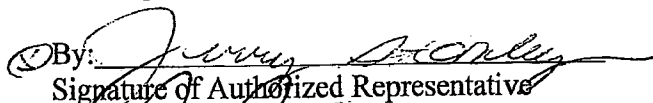
If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

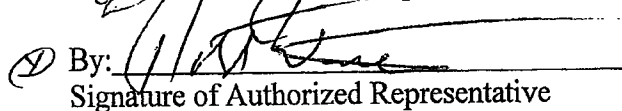
Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

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

By: 
Signature of Authorized Representative

JERRY STANLEY SALES DIRECTOR
(Name & Title typed or printed)

By: 
Signature of Authorized Representative

BOB WATKINS VICE PRESIDENT OF SALES
(Name & Title typed or printed)

Address: 5249 TAMPA WEST BLVD. TAMPA, FL 33634 Telephone No.: (813) 220-8881
Fax No.: ()

Email Address for Authorized Company Representative: Jerry.Stanley@Airgas.com
Federal I.D. Tax Number: 56-0732648 DUNS #:

INDIVIDUAL

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

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

Submittal Requirements:

- Official County Bid Form
- Attachment "A" – Affidavit
- Attachment "B" – Certificate as to Corporate Principal
- Attachment "C" – License/Certification List
- Attachment "D" – List of Proposed Sub-Contractors
- Attachment "E" – References Information
- Attachment "F" – Conflict of Interest Disclosure Form
- Bid Bond
- Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

This sworn statement shall be an affidavit in the following form, executed by an officer employee 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 Jerry Stanley who being duly sworn, deposes and says he is a Sales Director Employee (Title) of the firm of AIRGAS USA, LLC SOUTH REGION Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, 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 neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

AIRGAS USA, LLC SOUTH REGION

(Bidder)

Sworn and subscribed to me this 14th day
of September, 20 16.

By: Jerry Stanley

Sales Director

(Title)

Notary Public:

Signature

Printed

My commission Expires



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



an Air Liquide company

Edwin Robertson

President South Region

Airgas USA, LLC South Region

6249 Tampa West Blvd.

Tampa, FL 33634

Office: 813-884-4232

<http://www.airgas.com>

Edwin.Robertson@Airgas.com

September 14, 2016

St. Johns County Bid NO: 16-54 Water & Wastewater Chemicals

To whom it may concern,

Airgas USA, LLC South Region located at 5249 Tampa West Blvd. Tampa, FL 33634 is a Division Corp. Office of Airgas, Inc. based in Radnor, PA 19087.

There is no Corporate Seal maintained at our Airgas USA, LLC South Region Office. If there are any questions you may contact me at 813-884-4232.



Edwin Robertson

President – South Region

Airgas Corporate Office - Corporate Offices & Headquarters

corporateofficehq.com/airgas-corporate-office

Airgas Corporate Office Address Airgas 259 N Radnor Chester Rd #100

Radnor, PA 19087 Contact Airgas Phone Number: (610) 687-5253 Fax

Number: (610) 255-3271

GOVERNMENT WATER TREATMENT PLANT	SHIP TO ADDRESS	SHIP TO CITY	STATE	ZIP	CONTACT
CITY OF DELRAY	200 SW 7TH ST	DELRAY BEACH	FL	33444	JOHN BULLARD 561-243-7115
CITY OF EDGEWATER WATER PLANT	3315 STATE ROAD 442	EDGEWATER	FL	32132	BOB POLUZZI 386-424-2490 EXT. 4031
CITY OF FT MYERS	2751 JACKSONVILLE ST	FORT MYERS	FL	33916	DEBRA KEARNS 239-321-7238
CITY OF HOLLY HILL	453 LPGA BLVD	DAYTONA BEACH	FL	32117	ROBERT KASPRACK 386-248-9463
CITY OF MELBOURNE	5985 LAKE WASHINGTON RD	MELBOURNE	FL	32934	KAREN SMITH 321-953-6353
CITY OF NAPLES	1000 FLEISCHMANN BLVD	NAPLES	FL	34102	JED SECORY 239-213-7101
CITY OF OCALA WATER TREATMENT PLANT	1808 NE 36TH AVE	OCALA	FL	34470	CORRIN FTEMONS 352-629-8364
CITY OF OVIEDO WATER TREATMENT PLANT	250 W MITCHELL HAMMOCK RD	OVIEDO	FL	32765	SUSAN SHEIKH 407-971-5650
CITY OF POMRANO BEACH	301 NE 12TH AVE	POMRANO BEACH	FL	33060	CASSANDRA LEMASURIER 954-786-4098
CITY OF PORT ORANGE - GARNSEY PLANT	4400 WELDFIELD DR	PORT ORANGE	FL	32129	JULIA WIGGINS 386-506-5751
CITY OF WEST PALM BEACH	1009 BANYAN BLVD	WEST PALM BEACH	FL	33401	SANDRA FELICIANO 561-822-2290
COLLIER COUNTY	3851 CITY GATE DR	NAPLES	FL	34117	BRENDA REAVES 239-252-6020
GAINESVILLE REGIONAL UTIL - DEERHAVEN GENERATING	10001 NW 13TH ST	GAINESVILLE	FL	32653	TERESA WILLIAMS 352-393-1210
GAINESVILLE REGIONAL UTIL - MURPHREE WATER TRTMT	1600 NE 53RD AVE	GAINESVILLE	FL	32609	TERESA WILLIAMS 352-393-1210
LEE COUNTY NORTH LEE WATER PLANT	18250 DURRANCE RD	NORTH FORT MYERS	FL	33917	DIANA KHAN 239-533-5450
MANATEE COUNTY WATER TREATMENT	18315 DAM RD	BRADENTON	FL	34202	DAVID RODRIGUEZ 941-798-6704
TAMPA BAY WATER	2575 ENTERPRISE ROAD	CLEARWATER	FL	33673	STACY GUNDRY 727-669-4825

ATTACHMENT "E"
REFERENCE INFORMATION

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

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

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

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

1. Contact Name/Title: SEE ATTACHED
 Name of Firm/Entity: _____
 Description/Dates of Services Provided: _____
 Address: _____
 Phone #: _____ Fax #: _____
 Email Address: _____

2. Contact Name/Title: _____
 Name of Firm/Entity: _____
 Description/Dates of Services Provided: _____
 Address: _____
 Phone #: _____ Fax #: _____
 Email Address: _____

3. Contact Name/Title: _____
 Name of Firm/Entity: _____
 Description/Dates of Services Provided: _____
 Address: _____
 Phone #: _____ Fax #: _____
 Email Address: _____

4. Contact Name/Title: _____
 Name of Firm/Entity: _____
 Description/Dates of Services Provided: _____
 Address: _____
 Phone #: _____ Fax #: _____
 Email Address: _____

5. Contact Name/Title: _____
Name of Firm/Entity: _____
Description/Dates of Services Provided: _____
Address: _____
Phone #: _____ Fax #: _____
Email Address: _____

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

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

ATTACHMENT "F"

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

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

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

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

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

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

Please check the appropriate statement:

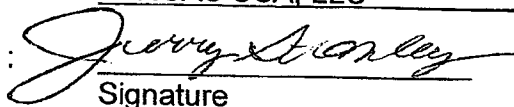
XX I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

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

Legal Name of Respondent:

AIRGAS USA, LLC

Authorized Representative(s)


Signature

Jerry Stanley Sales Director
Print Name/Title

Signature

Print Name/Title



Cashier's Check

No. 1004705879

Notice to Purchaser - In the event this check is lost, misplaced or stolen, a seven state-of and six-day waiting period will be required prior to replacement. This check should be held until the 90 days.

Valid After 90 Days

30-1/13 40

Date 09/13/16 12:29:26 PM

CARROLL WOOD

0006 0109257

0060

Pay

BANK OF AMERICA
NINE THOUSAND FOUR HUNDRED FIFTY DOLLARS
\$9,450.00

***\$9,495.00

To The BOARD OF COUNTY COMMISSIONERS
Order Of OF ST JOHN'S COUNTY

Remitter (Purchased By): AIRGAS INC

Bank of America, N.A.
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

Bharti Davis

⑈1004705879⑈ ⑆111000019⑆ 001641001973⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

CONTAIN CAPTURED ANTI-FALSO PROTECTION



St. Johns County Board of County Commissioners

Purchasing Division

September 13, 2016

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

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

Deletions of Chemical:

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.

Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

The recovery % of each system the uses antiscalant.

Answer: 15%

The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?

Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.

The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

Answer: See Below

<u>Parameter</u>	<u>Raw Water</u>	<u>Feed Water</u>
Chloride (mg/L)		347.0
Sulfate (mg/L)		338.0
Color (c.u.)		4.4
Total Alkalinity (mg/L as CaCO ₃)		138.3
Potassium (mg/L)		10.6
Calcium (mg/L)		96.1
Magnesium (mg/L)		55.5
Sodium (mg/L)		150.3
Iron (mg/L)		0.1
Manganese (mg/L)		0.0
Barium (mg/L)		0.0
Total Organic Carbon (mg/L)		1.5
Dissolved Organic Carbon (mg/L)		1.9
Strontium (mg/L)		5.2
Conductivity (mS/cm ²)		2630.0
pH (S.U.)		5.5
Total Hardness (mg/L as CaCO ₃)		471.5
Temperature (oC)	21.4	

Current price SJC pays for each antiscalant.

Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier's check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

Answer: The delivery is into tanks.

5. Please provide the current suppliers and pricing.

Product	Vendor	Contract Price
Alumunim Sulfate (Bulk)	Chem Trade Chemcials	0.565 per gal
Alumunim Sulfate (Drum)	Thatcher Chemical of FL	153.85 per 55 Drum
Anhydrous Ammonia	Airgas Specialty Products	0.7257 per lb.
Caustic Soda	Allied Universal Corp	2.47 per gal
Calcium Hypochlorite	Allied Universal Corp	144.00 100# Drum
Chlorine Gas	Allied Universal Corp	79.00 150# Cylinder
Muratic Acid	Brenntag Mid-South	9.04 per gal
Anti-Scalant	Hawkins d/b/a Dupont Co	7.56 per gal
MircoC2000	Hawkins d/b/a Dupont Co	3.12 per gal
Sodium Bisulfite	Thatcher Chemical of FL	1.804 per gal (Bulk)
		3.74 per gal (2 Drums)
		3.24 per gal (4 Drums)
Sodium Hypochlorite	Allied Universal Corp	.61 per gal
Sodium Hypochlorite (Non-Tanker)	Odyssey Manufacturing Co	1.25 per gal
Carbon Dioxide	Airgas Carbonic Inc	140.40 per ton
Sulfuric Acid	Shrieve Chemical Co	1.18 per gal
Poly/Ortho Blend	American Water Chemicals	5.40 per gal

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

2016 YEAR TO DATE TOTALS

Sulfuric Acid	79113
Chlorine Bulk	42019
Sodium Hydroxide	2706
Carbon Dioxide	0
Ammonia	8470
Antiscalant	1620

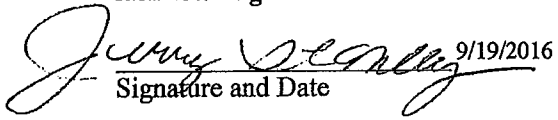
7. Off of Page 39 – Manufacturer's Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.

THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

Sincerely,

 9/19/2016
Signature and Date

Leigh A. Daniels, CPPB
Senior Buyer

Jerry Stanley Sales Director
Printed Name/Title

Airgas USA, LLC South Region
Company Name (Print)

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)

BID NO: 16-54

**OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA**

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name _____

Mailing Address _____

Telephone Number _____

Fax Number _____

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

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

ITEM & DESCRIPTION	UNIT SIZE	UNIT PRICE	ESTIMATED ANNUAL USAGE	EXTENDED PRICE-
1. Anhydrous Ammonia	LB	\$_____/LB	26,000 LBS	\$_____
2. Sodium Hydroxide (50%)	GAL	\$_____/GAL	20,000 GALS	\$_____
3. Bisulfite Liquid	GAL	\$_____/GAL	55,000 GALS	\$_____
	DRUM	\$_____/GAL	55-Gal Drum/1320 GALS	\$_____
4. Muriatic/Hydrochloric Acid	GAL	\$_____/GAL	400 GALS	\$_____
5. Calcium Hypochlorite/HTH	LB	\$_____/LB	6,500 LBS	\$_____
6. Chlorine Gas	LB	\$_____/LB	34,000 LBS (WTP)	\$_____
7. Sodium Hypochlorite (Bulk)	GAL	\$_____/GAL	350,000 GALS (WTP)	\$_____
		\$_____/GAL	300,000 GALS (WWTP)	\$_____
8. Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$_____/GAL	5,000 GALS (WWTP)	\$_____
	GAL	\$_____/GAL	8,000 GALS (WTP)	\$_____
9. MircoC2000	GAL	\$_____/GAL	25,000GAL (WWTP)	\$_____
10. Aluminum Sulfate	GAL	\$_____/GAL	60,000 GALS	\$_____

	DRUM	\$ _____/GAL	55-GAL Drum/825 GALS	\$ _____
11. Carbon Dioxide	LB	\$ _____/LB	2.4 MILLION LBS	\$ _____
12. Sulfuric Acid	GAL	\$ _____/GAL	144,000 GALS	\$ _____
13. Poly/Ortho Blend	GAL	\$ _____/GAL	3,600 GALS	\$ _____

Total Annual Package Bid: \$ _____

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

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

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

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

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

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

Address: _____

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

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements:

- Official County Bid Form
- Attachment "A" – Affidavit
- Attachment "B" – Certificate as to Corporate Principal
- Attachment "C" – License/Certification List
- Attachment "D" – List of Proposed Sub-Contractors
- Attachment "E" – References Information
- Attachment "F" – Conflict of Interest Disclosure Form
- Bid Bond
- Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

Copy

BID NO: 16-54

OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: 9/21/16

BID PROPOSAL OF

Shrieve Chemical Company
Full Legal Company Name
204 S Lake Florence Dr. Winter Haven, FL 33884 281-367-4226 281-367-0071
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

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

ITEM & DESCRIPTION	UNIT SIZE	UNIT PRICE	ESTIMATED ANNUAL USAGE	EXTENDED PRICE-
1. Anhydrous Ammonia	LB	\$_____/LB	26,000 LBS	\$_____
2. Sodium Hydroxide (50%)	GAL	\$_____/GAL	20,000 GALS	\$_____
3. Bisulfite Liquid	GAL	\$_____/GAL	55,000 GALS	\$_____
	DRUM	\$_____/GAL	55-Gal Drum/1320 GALS	\$_____
4. Muriatic/Hydrochloric Acid	GAL	\$_____/GAL	400 GALS	\$_____
5. Calcium Hypochlorite/HTH	LB	\$_____/LB	6,500 LBS	\$_____
6. Chlorine Gas	LB	\$_____/LB	34,000 LBS (WTP)	\$_____
7. Sodium Hypochlorite (Bulk)	GAL	\$_____/GAL	350,000 GALS (WTP)	\$_____
		\$_____/GAL	300,000 GALS (WWTP)	\$_____
8. Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$_____/GAL	5,000 GALS (WWTP)	\$_____
	GAL	\$_____/GAL	8,000 GALS (WTP)	\$_____
9. MircoC2000	GAL	\$_____/GAL	25,000GAL (WWTP)	\$_____
10. Aluminum Sulfate	GAL	\$_____/GAL	60,000 GALS	\$_____

	DRUM	\$ _____	/GAL	55-GAL Drum/825 GALS	\$ _____
11. Carbon Dioxide	LB	\$ _____	/LB	2.4 MILLION LBS	\$ _____
12. Sulfuric Acid	GAL	\$ <u>681</u>	/GAL	144,000 GALS	\$ <u>98,064</u>
13. Poly/Ortho Blend	GAL	\$ _____	/GAL	3,600 GALS	\$ _____

Total Annual Package Bid: \$ 98,064 ; *Ninety eight thousand six hundred four dollars.*

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

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

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

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

No.: 1 Date Received: 7/13/16

No.: _____ Date Received: _____

No.: _____ Date Received: _____

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: Dunn Chemical Company (Seal)

By: [Signature] Phil Beckler, President
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 1755 Woodstock Ct The Woodlands, TX 77380

Telephone No.: (281) 367-4226 Fax No.: (281) 367-0071

Email Address for Authorized Company Representative: cburns@shrieve.com

Federal I.D. Tax Number: 74-1994881 DUNS #: 0513972602

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements: Official County Bid Form
Attachment "A" - Affidavit
Attachment "B" - Certificate as to Corporate Principals
Attachment "C" - License/Certification List
Attachment "D" - List of Proposed Sub-Contractors
Attachment "E" - References Information
Attachment "F" - Conflict of Interest Disclosure Form
Bid Bond
Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Chris Buons who being duly sworn, deposes and says he is Vice President (Title) of the firm of Shrine Chemical Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, 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 neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

Shrine Chemical
(Bidder)
By: [Signature]
VP
(Title)

Sworn and subscribed to me this 20th day
of Sept., 2016.

Notary Public: [Signature]
Signature
Deanna Bearden
Printed

My commission Expires: 5/5/18

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



ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

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

 Secretary

 Corporate Seal

** N/A - Cashier's check enclosed.*

(STATE OF FLORIDA
 COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this _____ day of _____, 20____, 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 "C"
LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date
Responsible Care	N/A	National Association of	N/A
		Chemical Distributors	

ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS

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

<u>DIVISION OF WORK</u>	<u>NAME AND ADDRESS OF SUBCONTRACTORS</u>
<u>Contract Corner</u>	<u>Florida Rock & Task Lines</u>
<u></u>	<u>200 W Forsyth St. 7th floor</u>
<u></u>	<u>Jacksonville, FL 32202</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

ATTACHMENT "E"
REFERENCE INFORMATION

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

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

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

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

1. Contact Name/Title: Farid Zahn / Process Chemistry Manager
 Name of Firm/Entity: Jacksonville Electric Authority (JEA)
 Description/Dates of Services Provided: Water treatment since present
 Address: 21 West Church St. Jacksonville, FL 32202
 Phone #: 904-665-6382 Fax #: _____
 Email Address: gzahn@jea.com

2. Contact Name/Title: Chris Hoffman / Technician
 Name of Firm/Entity: City of Cape Coral
 Description/Dates of Services Provided: Sulfuric Acid supply for wastewater/water treatment
 Address: PO Box 150027 Cape Coral, FL 33915
 Phone #: 239-574-0831 Fax #: N/A
 Email Address: choffman@capecoral.net

3. Contact Name/Title: Greg Brown / Operator
 Name of Firm/Entity: City of Valdosta
 Description/Dates of Services Provided: Sulfuric acid supply for water/wastewater treatment
 Address: 214 E Central Ave Valdosta, GA 31606
 Phone #: 229-259-3525 Fax #: 229-259-5460
 Email Address: gbrown@valdostacity.com

4. Contact Name/Title: Phillip Skidmore / Chief Operator
 Name of Firm/Entity: City of Dania Beach
 Description/Dates of Services Provided: Sulfuric Acid Supply for water/Wastewater treatment
 Address: 1201 Stirling Rd Dania Beach, FL
 Phone #: 954-924-3616 Fax #: N/A
 Email Address: pskidmore@ci.dania.fl.us

5. Contact Name/Title: Chris Frilze / Operator
Name of Firm/Entity: Bay County
Description/Dates of Services Provided: Sulfuric Acid Supply for water / wastewater treatment
Address: 5400 Transmitter Rd. Panama City, FL 32404
Phone #: 904-877-4786 Fax #: N/A
Email Address: purchasing@baycount-fl.gov

Is your company currently involved in any active litigation? NO If Yes, explain: _____

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

ATTACHMENT "F"

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

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

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

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

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

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

Please check the appropriate statement:



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



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

Legal Name of Respondent:

Authorized Representative(s) :



Signature

Chris Burns/Marketing Mgr
Print Name/Title

Signature

Print Name/Title



St. Johns County Board of County Commissioners

Purchasing Division

September 13, 2016

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

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

Deletions of Chemical:

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.

Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

The recovery % of each system the uses antiscalant.

Answer: 15%

The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?

Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.

The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

Answer: See Below

<u>Parameter</u>	<u>Raw Water</u>	<u>Feed Water</u>
Chloride (mg/L)		347.0
Sulfate (mg/L)		338.0
Color (c.u.)		4.4
Total Alkalinity (mg/L as CaCO ₃)		138.3
Potassium (mg/L)		10.6
Calcium (mg/L)		96.1
Magnesium (mg/L)		55.5
Sodium (mg/L)		150.3
Iron (mg/L)		0.1
Manganese (mg/L)		0.0
Barium (mg/L)		0.0
Total Organic Carbon (mg/L)		1.5
Dissolved Organic Carbon (mg/L)		1.9
Strontium (mg/L)		5.2
Conductivity (mS/cm ²)		2630.0
pH (S.U.)		5.5
Total Hardness (mg/L as CaCO ₃)		471.5
Temperature (oC)	21.4	

Current price SJC pays for each antiscalant.

Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier's check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

Answer: The delivery is into tanks.

5. Please provide the current suppliers and pricing.

Product	Vendor	Contract Price
Alumunim Sulfate (Bulk)	Chem Trade Chemcials	0.565 per gal
Alumunim Sulfate (Drum)	Thatcher Chemical of FL	153.85 per 55 Drum
Anhydrous Ammonia	Airgas Specialty Products	0.7257 per lb.
Caustic Soda	Allied Universal Corp	2.47 per gal
Calcium Hypochlorite	Allied Universal Corp	144.00 100# Drum
Chlorine Gas	Allied Universal Corp	79.00 150# Cylinder
Muratic Acid	Brenntag Mid-South	9.04 per gal
Anti-Scalant	Hawkins d/b/a Dupont Co	7.56 per gal
MircoC2000	Hawkins d/b/a Dupont Co	3.12 per gal
Sodium Bisulfite	Thatcher Chemical of FL	1.804 per gal (Bulk)
		3.74 per gal (2 Drums)
		3.24 per gal (4 Drums)
Sodium Hypochlorite	Allied Universal Corp	.61 per gal
Sodium Hypochlorite (Non-Tanker)	Odyssey Manufacturing Co	1.25 per gal
Carbon Dioxide	Airgas Carbonic Inc	140.40 per ton
Sulfuric Acid	Shrieve Chemical Co	1.18 per gal
Poly/Ortho Blend	American Water Chemicals	5.40 per gal

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

2016 YEAR TO DATE TOTALS

Sulfuric Acid	79113
Chlorine Bulk	42019
Sodium Hydroxide	2706
Carbon Dioxide	0
Ammonia	8470
Antiscalant	1620

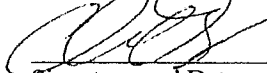
7. Off of Page 39 – Manufacturer's Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.

THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

Sincerely,

 9/19/16
Signature and Date

Leigh A. Daniels, CPPB
Senior Buyer

Chris Burns, Marketing Manager
Printed Name/Title

Shreve Chemical
Company Name (Print)

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)

State of Florida

Department of State

I certify from the records of this office that SHRIEVE CHEMICAL COMPANY is a Texas corporation authorized to transact business in the State of Florida, qualified on November 20, 2003.

The document number of this corporation is F03000005952.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 22, 2016, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of January,
2016*



Ken DeFuria
Secretary of State

Tracking Number: CC5252462743

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

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

Bank of America

Cashier's Check

No. 1037404708

Notice to Purchaser: In the event this check is lost, misplaced or stolen, a stop payment and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

VOID After 90 Days

30-1/11-40

Date 09/20/16 02:13:29 PM

WINTER HAVEN

0012 0109448

0139

Pay

BANK OF AMERICA

FOR THE
ZERO THREE CENTS

***\$4,903.20

To The BOARD OF COUNTY COMMISSIONERS
Order Of OF ST. JOHNS COUNTY

Remitter (Purchased By) CHRISTOPHER L BURNS

Bank of America, N.A.
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

⑈ 1037404708 ⑈ ⑆14000019⑆ 001641001973⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

COPIES FROM CAPTURED - ANTI-FRAUD PROTECTION

BID NO: 16-54

**OFFICIAL COUNTY BID FORM (Revised 09/13/16)
ST. JOHNS COUNTY, FLORIDA**

PROJECT: Purchase of Water & Wastewater Treatment Chemicals

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

DATE SUBMITTED: 09/13/16

BID PROPOSAL OF

Shannon Chemical Corporation

Full Legal Company Name P.O. Box 376, Malvern, PA 19355	610-363-9090	610-524-6050
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

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

ITEM & DESCRIPTION	UNIT SIZE	UNIT PRICE	ESTIMATED ANNUAL USAGE	EXTENDED PRICE-
1. Anhydrous Ammonia	LB	\$ _____/LB	26,000 LBS	\$ <u>no bid</u>
2. Sodium Hydroxide (50%)	GAL	\$ _____/GAL	20,000 GALS	\$ <u>no bid</u>
3. Bisulfite Liquid	GAL	\$ _____/GAL	55,000 GALS	\$ <u>no bid</u>
	DRUM	\$ _____/GAL	55-Gal Drum/1320 GALS	\$ <u>no bid</u>
4. Muriatic/Hydrochloric Acid	GAL	\$ _____/GAL	400 GALS	\$ <u>no bid</u>
5. Calcium Hypochlorite/HTH	LB	\$ _____/LB	6,500 LBS	\$ <u>no bid</u>
6. Chlorine Gas	LB	\$ _____/LB	34,000 LBS (WTP)	\$ <u>no bid</u>
7. Sodium Hypochlorite (Bulk)	GAL	\$ _____/GAL	350,000 GALS (WTP)	\$ <u>no bid</u>
		\$ _____/GAL	300,000 GALS (WWTP)	\$ <u>no bid</u>
8. Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$ _____/GAL	5,000 GALS (WWTP)	\$ <u>no bid</u>
	GAL	\$ _____/GAL	8,000 GALS (WTP)	\$ <u>no bid</u>
9. MircoC2000	GAL	\$ _____/GAL	25,000GAL (WWTP)	\$ <u>no bid</u>
10. Aluminum Sulfate	GAL	\$ _____/GAL	60,000 GALS	\$ <u>no bid</u>

	DRUM	\$ _____	/GAL	55-GAL Drum/825 GALS	\$ no bid
11. Carbon Dioxide	LB	\$ _____	/LB	2.4 MILLION LBS	\$ no bid
12. Sulfuric Acid	GAL	\$ _____	/GAL	144,000 GALS	\$ no bid
13. Poly/Ortho Blend	GAL	\$ 5.24	/GAL	3,600 GALS	\$ 18,864.00
Five Dollars and Twenty Four Cents per gallon					

Total Annual Package Bid: \$ 18,864.00 (Eighteen Thousand Eight Hundred Sixty Four Dollars and Zero Cents)

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

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

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

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

No.: 1 Date Received: 09/13/16

No.: _____ Date Received: _____

No.: _____ Date Received: _____

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of 5% of the Total Annual Package Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals

CORPORATE/COMPANY

Full Legal Company Name: Shannon Chemical Corporation (Seal)

By: (Signature) Daniel C. Flynn, V.P.-Operations
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: P.O. Box 376, Malvern, PA 19355

Telephone No.: (610) 363-9090 Fax No.: (610) 524-6050

Email Address for Authorized Company Representative: dcflynn@shannonchem.com

Federal I.D. Tax Number: 23-1856793 DUNS #: 07-706-7247

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements: Official County Bid Form
 Attachment "A" – Affidavit
 Attachment "B" – Certificate as to Corporate Principal
 Attachment "C" – License/Certification List
 Attachment "D" – List of Proposed Sub-Contractors
 Attachment "E" – References Information
 Attachment "F" – Conflict of Interest Disclosure Form
 Bid Bond
 Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Daniel C. Flynn who being duly sworn, deposes and says he is Vice President-Operations (Title) of the firm of Shannon Chemical Corporation Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-54, Purchase of Water & Wastewater Treatment Chemicals, 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 neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

Shannon Chemical Corporation

(Bidder) DC Flynn

By: Daniel C. Flynn

V.P.-Operations

(Title)

Sworn and subscribed to me this 13th day
of Sept., 20 16.

Notary Public:

Kimberly D'Ambrosio

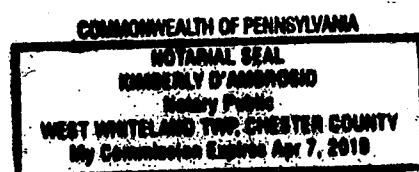
Signature

Kimberly D'Ambrosio

Printed

My commission Expires: _____

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



ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date
Transact Business in the State of Florida	F10000001053	Secretary of State	12/31/16

State of Florida

Department of State

I certify from the records of this office that SHANNON CHEMICAL CORPORATION is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on March 2, 2010.

The document number of this corporation is F10000001053.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 9, 2016, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of March, 2016*



Ken Detjen
Secretary of State

Tracking Number: CC3516610439

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

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

ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS

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

[illegible]

5. Contact Name/Title: Bob Reeder
Name of Firm/Entity: City of Naples
Description/Dates of Services Provided: Current Supplier
Corrosion Inhibitor
Address: WTP, 1000 Fleishmann Blvd., Naples, FL
Phone #: 239-213-3005 Fax #: _____
Email Address: _____

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

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

ATTACHMENT "F"

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

Project Number/Description: Bid No:16-54, Purchase of Water & Wastewater Treatment Chemicals

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent:

Shannon Chemical Corporation

Authorized Representative(s) :


Signature

Daniel C. Flynn
Print Name/Title
V.P.-Operations

Signature

Print Name/Title

Copy



St. Johns County Board of County Commissioners

Purchasing Division

September 13, 2016

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 16-54, Water & Wastewater Treatment Chemicals

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

Deletions of Chemical:

Anti-Scalant will be deleted from the bid. The County will bid the anti-scalant out spring of 2017 when the CR 214 Mainland WTP expansion is completed.

Please use new Official County Bid Form (Revised 9/13/16) below for submitting bid pricing.

Questions:

1. The bid list 2 different antiscalants. Noveon Aqua Feed 600 and Aqua Feed 1025, that are being used at St. Johns County. Please provide the following information:

The Size of each reverse osmosis system, i.e. in gallons per day, that uses antiscalant.

Answer: Our current antiscalant is AWC A-111 Plus; we only have one facility that is 8.0 MGD (4.0 MGD of RO treatment).

The recovery % of each system the uses antiscalant.

Answer: 15%

The bid state the current dose is 5 ppm. Is that dose the same for both antiscalants and for the same or separate system?

Answer: Current dose is 2.0 – 3.0 ppm, we only have one system that uses anti-scalant.

The feed water chemistry for each system that uses antiscalant, the pH of the water and temperature of the water.

Answer: See Below

<u>Parameter</u>	<u>Raw Water</u>	<u>Feed Water</u>
Chloride (mg/L)		347.0
Sulfate (mg/L)		338.0
Color (c.u.)		4.4
Total Alkalinity (mg/L as CaCO ₃)		138.3
Potassium (mg/L)		10.6
Calcium (mg/L)		96.1
Magnesium (mg/L)		55.5
Sodium (mg/L)		150.3
Iron (mg/L)		0.1
Manganese (mg/L)		0.0
Barium (mg/L)		0.0
Total Organic Carbon (mg/L)		1.5
Dissolved Organic Carbon (mg/L)		1.9
Strontium (mg/L)		5.2
Conductivity (mS/cm ²)		2630.0
pH (S.U.)		5.5
Total Hardness (mg/L as CaCO ₃)		471.5
Temperature (oC)	21.4	

Current price SJC pays for each antiscalant.

Answer: See answer #5.

Finally. The bid requires 5 references from waste water treatment plants. Would it be permissible to provide references from water treatment plants that produce potable water?

Answer: Yes, the references should be from water treatment plants.

2. The bid specifies Noveon Aqua Feed 600 and Aqua Feed 1025, but is not clear if these are the only products that will be accepted. We do not offer these products, but would like to offer our anti-scalant that is currently being used in several counties and numerous cities throughout Florida. Will this be acceptable?

Answer: The anti-scalant had been removed from this bid and will be bid separate in 2017.

3. We are looking to Bid on the Carbon Dioxide for the upcoming Water and Wastewater Chemicals. Is it a MUST to submit a Bid Bond with this Chemical Bid?

Answer: Yes, the bid bond is a requirement of the bid. If a bid bond is not sent with your bid proposal then the bid will be disqualified. Your bid bond can be sent from another state as long as Surety Company is licensed to do business in the State of Florida. If you cannot get a bid bond from Surety Company then you can send a cashier's check as a bid bond.

4. Is the sulfuric acid a bulk delivery? Delivering into tanks, not totes?

Answer: The delivery is into tanks.

5. Please provide the current suppliers and pricing.

Product	Vendor	Contract Price
Alumunim Sulfate (Bulk)	Chem Trade Chemcials	0.565 per gal
Alumunim Sulfate (Drum)	Thatcher Chemical of FL	153.85 per 55 Drum
Anhydrous Ammonia	Airgas Specialty Products	0.7257 per lb.
Caustic Soda	Allied Universal Corp	2.47 per gal
Calcium Hypochlorite	Allied Universal Corp	144.00 100# Drum
Chlorine Gas	Allied Universal Corp	79.00 150# Cylinder
Muratic Acid	Brenntag Mid-South	9.04 per gal
Anti-Scalant	Hawkins d/b/a Dupont Co	7.56 per gal
MircoC2000	Hawkins d/b/a Dupont Co	3.12 per gal
Sodium Bisulfite	Thatcher Chemical of FL	1.804 per gal (Bulk) 3.74 per gal (2 Drums) 3.24 per gal (4 Drums)
Sodium Hypochlorite	Allied Universal Corp	.61 per gal
Sodium Hypochlorite (Non-Tanker)	Odyssey Manufacturing Co	1.25 per gal
Carbon Dioxide	Airgas Carbonic Inc	140.40 per ton
Sulfuric Acid	Shrieve Chemical Co	1.18 per gal
Poly/Ortho Blend	American Water Chemicals	5.40 per gal

6. Can you provide year to date quantities of what St. Johns County has received so far this year at CR214 Mainland WTP?

Answer: See Below for 2016 quantities.

2016 YEAR TO DATE TOTALS

Sulfuric Acid	79113
Chlorine Bulk	42019
Sodium Hydroxide	2706
Carbon Dioxide	0
Ammonia	8470
Antiscalant	1620

7. Off of Page 39 – Manufacturer's Laboratory Delivery Reports: Will a COA be enough for each delivery (except for Sodium hypochlorite) or is a certified laboratory report for the specific batch of chemical delivered required?

Answer: A COA (for each delivery) is acceptable.

THE BID DUE DATE REMAINS September 21, 2016 AT 2:00 P.M.

Acknowledgment

Sincerely,

DC77 09/13/16
Signature and Date

Leigh A. Daniels, CPPB
Senior Buyer

Daniel C. Flynn, V.P.-Operations
Printed Name/Title

Shannon Chemical Corporation
Company Name (Print)

END OF ADDENDUM NO. 1

Attachment: Official County Bid Form (Revised 9/13/16)



RE: SHANNON CHEMICAL CORPORATION

DATE: 09/12/2016

PAY TO THE ORDER OF Board of Cnty Comm. St. Johns Cnty
Nine Hundred Forty Three AND 20/100

\$943.20

DRAWER: TD BANK, N.A.

[Signature]
AUTHORIZED SIGNATURE

OFFICIAL CHECK

609662823-0

52-0133
112



⑈6096628230⑈ ⑆011201335⑆ 6265029404⑈



MASTER CONTINUING CONTRACT AGREEMENT

BID NO: _____;

Master Contract #: _____

This Contract Agreement is made as of this _____ day of _____, 2016, by and between **St. Johns County, FL**, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "**St. Johns County**" or "**County**", and _____, authorized to do business in the State of Florida, hereinafter referred to as the "**Contractor**", with mailing address _____, Phone: () - _____, Fax: () - _____ and email: _____.

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

ARTICLE 1 - DURATION and RENEWAL

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

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

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

ARTICLE 3 - SERVICES

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to perform _____ for the SJC _____ Department in accordance with Bid No: _____ and as otherwise provided in the Contract Documents.

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

ARTICLE 4 - SCHEDULE

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

ARTICLE 5 - COMPENSATION/BILLING/INVOICES

- A. St. Johns County shall compensate the Contractor based upon _____, as submitted in the proposal, accepted by the County, and provided herein on Exhibit A-1. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County _____ Department, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, the Contractor's compensation shall be based upon the Contractor's adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor's compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Contract Agreement.
- C. The Contractor shall bill the County at the end of each month, for Services satisfactorily performed. The County

reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed.

- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Services, and as specified in the Bid. The County may return a bill/invoice from the Contractor, and request additional documentation/information when necessary to validate payment. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:

- F. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "final invoice" on the final bill/invoice submitted to the County for payment. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Contract Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 – TERMINATION

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

ARTICLE 8 – NOTICE OF DEFAULT/RIGHT TO CURE

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

ARTICLE 9 – PERSONNEL

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

have any contractual relationship with the County.

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

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

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

ARTICLE 10 – SUBCONTRACTING

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

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

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

ARTICLE 11 – FEDERAL AND STATE TAX

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

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

ARTICLE 12 – AVAILABILITY OF FUNDS

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

ARTICLE 13 - INSURANCE

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

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

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum

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

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

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

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

ARTICLE 14 - INDEMNIFICATION

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

ARTICLE 15 - SUCCESSORS AND ASSIGNS

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

ARTICLE 16 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party 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 17 - CONFLICT OF INTEREST

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

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

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

ARTICLE 18 - EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's 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, St. Johns County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 19 - ARREARS

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

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 22 - CONTINGENT FEES

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

ARTICLE 23 - ACCESS AND AUDITS

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

ARTICLE 24 - NONDISCRIMINATION

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

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 26 - ENFORCEMENT COSTS

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

ARTICLE 27 - AUTHORITY TO PRACTICE

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

ARTICLE 28 - SEVERABILITY

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

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

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

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

ARTICLE 30 - FLORIDA LAW & VENUE

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

ARTICLE 31 - ARBITRATION

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract

Documents or in connection with the project in any manner whatsoever.

ARTICLE 32 - NOTICES

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

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

and if sent to the Contractor shall be mailed to:

ARTICLE 33 - HEADINGS

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

ARTICLE 34 – PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) Meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.

ARTICLE 35 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 36 – USE OF COUNTY LOGO

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

ARTICLE 37 – SURVIVAL

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

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

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Dawn Cardenas, Purchasing Manager

Company Name

Date

Name (Type or Print)

LEGALLY SUFFICIENT:

Signature

Assistant County Attorney

Title

Date of Execution

Date

**ATTEST:
CLERK OF COURT**

Deputy Clerk

Date

EXHIBIT "A"

BID NO: _____ ;

BASIS OF COMPENSATION

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

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

EXHIBIT "A-1"

BID NO: _____ ;

PRICING

EXHIBIT "B"

BID NO: _____ ;

CONTRACT SCHEDULE

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

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

Contract Renewal/s – The contract may be renewed for _____ (), _____ () 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.