

RESOLUTION NO. 2021 - 130

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO NEGOTIATE TERMS AND CONDITIONS, AND UPON SATISFACTORY NEGOTIATIONS, AWARD BID NO: 21-63 PURCHASE AND DELIVERY OF CARBON DIOXIDE TO AIRGAS USA, LLC AND TO EXECUTE AN AGREEMENT FOR PERFORMANCE ON AN AS NEEDED BASIS.

RECITALS

**WHEREAS**, the County desires to enter into a contract with Airgas USA, LLC, for the purchase and delivery of carbon dioxide for the St Johns County Utility Department; and

**WHEREAS**, the scope of services includes provision of the purchase and delivery of carbon dioxide on as-needed basis according to the bid requirements and specifications; and

**WHEREAS**, through the County's formal Bid process Airgas USA, LLC, was determined to be the lowest, responsive, responsible bidder to perform the required services referenced above; and

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

**WHEREAS**, the project will be funded both the SJC Utility Department and will include in their budgeting process necessary funds for future years.

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

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

Section 2. Upon Board approval, the County Administrator, or designee, is hereby authorized to negotiated terms and conditions with Airgas USA, LLC.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft to perform the services as specifically provided in Bid 21-63. In the event negotiations are not successful with any firm, the County Administrator, or designee, is authorized to cease negotiations and remove the firm from further consideration for award.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 4 day of April, 2021.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

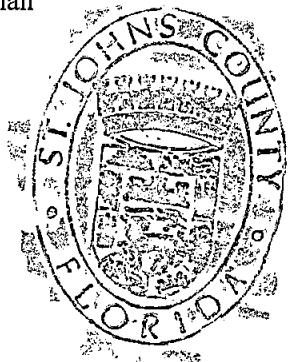
By: Jeremiah R. Blocker  
Jeremiah R. Blocker, Chair

**ATTEST: CLERK OF THE CIRCUIT COURT**

**& COMPTROLLER:** Brandon J. Patty, Clerk

By: Ram Halterman  
Deputy Clerk

RENDITION DATE 4/8/21





## CONTRACT AGREEMENT

Bid No: 21-63; Purchase and Delivery of Carbon Dioxide

Master Contract #: 21-MCC-AIR-13407

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, ("Effective Date") by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Airgas USA, LLC** ("Contractor"), authorized to do business in the State of Florida, with offices located at 5249 Tampa West Blvd., Tampa, FL 33634; Phone: (713) 653-3537; and Email: Jerry.Hensley@Airgas.com.

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

### ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, shall remain in effect for an initial term of two (2) consecutive calendar years, and shall have three (3) available one (1) year renewal options available for exercise by the County, upon satisfactory performance by the Contractor, continued need for the services, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that renewal is necessary and/or in the best interest of the County.

### ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

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

### ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to supply **carbon dioxide** as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No: 21-63 and as otherwise provided in the Contract Documents.

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

### ARTICLE 4 – SCHEDULE

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

### ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor based upon the Unit Price of **point zero nine nine cents (\$0.099)** per pound of **carbon dioxide** according to the bid proposal, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount budgeted by the SJC Utility Department in any fiscal year.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
  1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
  2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;

3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include the following information as a minimum:
- Vendor Information (Full legal Name, Address, Phone, Fax, Email)
  - Date of Invoice, Invoice Number
  - SJC Purchase Order Number, Master Contract Number, Bid Number
  - Unit Price of Product, Total Price of Invoice
  - Quantities Provided, Date(s) of Service, Location(s) Delivered To

The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:

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

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

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

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

#### **ARTICLE 7 – ARREARS**

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

#### **ARTICLE 8 – TERMINATION**

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

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

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any

such amount of time as mutually agreed, to by the parties in writing), shall constitute cause for termination of this Agreement.

- C. Consistent with other provisions in this Agreement, 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 10 – PERSONNEL**

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

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

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

#### **ARTICLE 11 – SUBCONTRACTING**

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The 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 12 – EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY**

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

#### **ARTICLE 13 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the 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 Agreement.

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

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

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

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The 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 Agreement.

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 Agreement, 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 Agreement, 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 Agreement, 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 a Contractor.

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

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

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

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

#### **ARTICLE 17 - 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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

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

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### **ARTICLE 19 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party 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 20 - CONFLICT OF INTEREST**

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

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the 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 thirty (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 Agreement.

#### **ARTICLE 21 - EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not

limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

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

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

#### **ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The 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 Agreement.

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

#### **ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

#### **ARTICLE 24 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, 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 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 Agreement.

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

#### **ARTICLE 25 – ACCESS AND AUDITS**

The 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 Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

#### **ARTICLE 26 – NONDISCRIMINATION**

The 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 27 – ENTIRETY OF CONTRACTUAL AGREEMENT**

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

#### **ARTICLE 28 – ENFORCEMENT COSTS**

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

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

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

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

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

#### **ARTICLE 31 – SEVERABILITY**

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

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

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

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this 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 33 – FLORIDA LAW & VENUE**

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

#### **ARTICLE 34 – ARBITRATION**

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

#### **ARTICLE 35 - NOTICES**

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

St. Johns County Purchasing Department  
**Attn: Leigh A. Daniels, CPPB, Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Airgas USA, LLC  
**Attn: Jerry Hensley, VP of Bulk Gases**  
PO Box 532609  
Atlanta, GA 30353-2609

#### **ARTICLE 36 - HEADINGS**

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

#### **ARTICLE 37 -PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. 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;
  - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

**ARTICLE 38 – USE OF COUNTY LOGO**

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

**ARTICLE 39 – SURVIVAL**

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

**ARTICLE 40 – AUTHORITY TO EXECUTE**

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

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

**COUNTY:**

St. Johns County, FL  
Full Legal Name

Signature County Representative

Leigh Daniels, CPPB  
Printed Name – County Representative

Purchasing Manager  
Printed Title

Date of Execution

**ATTEST:**

ST. JOHNS COUNTY, FL  
CLERK OF CIRCUIT COURT & COMPTROLLER

Deputy Clerk

Date of Execution

**LEGALLY SUFFICIENT**

Deputy County Attorney

Date of Execution

**CONTRACTOR:**

Airgas USA, LLC  
Full Legal Company Name

Signature of Contractor Representative

Printed Name & Title

Date of Execution



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

March 9, 2021

**RE:** Bid No: 21-63: Purchase and Delivery of Carbon Dioxide

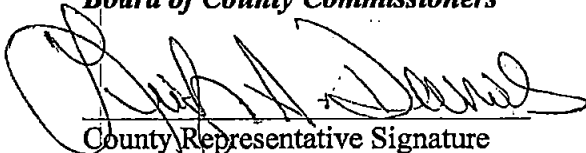
Please be advised that the St. Johns County Purchasing Department is issuing this Notice of Intent to Award a contract to Airgas USA, LLC, as the lowest, responsive, responsible bidder for the completion of Bid No: 21-63: Purchase and Delivery of Carbon Dioxide. This notice will remain posted until 4:00 PM, Wednesday, March 12, 2021.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award and execute a contract.

Please forward all questions or inquiries related to this project to David E. Pyle, CPPB, Procurement Coordinator, at [dpyle@sjcfl.us](mailto:dpyle@sjcfl.us).

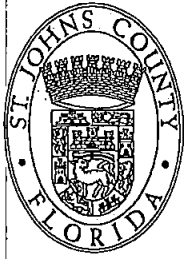
Sincerely,  
**St. Johns County, FL**  
**Board of County Commissioners**



County Representative Signature

Date: 3/9/21

Leigh A. Daniels, CPPB  
Purchasing Manager  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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

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**TO:** Frank Kenton  
**FROM:** David E. Pyle; Procurement Coordinator  
**SUBJECT:** Bid No. 21-63 Purchase and Delivery of Carbon Dioxide  
**DATE:** March 4, 2021

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 Kent

Date 3/5/21

Budget Amount \$267,000

Account Funding Title Operating Supplies

Funding Charge Code 4411-55200

Award to Airgas USA, LLC

Award Amount Based on usage

BID TITLE Purchase & Delivery of Carbon Dioxide

**ST. JOHNS COUNTY**

**BID TABULATION**

OPENED BY  
TABULATED BY  
VERIFIED BY

DAVID E. PYLE  
APRIL BACON  
DAVID E. PYLE

*[Handwritten initials]*  
*[Handwritten initials]*  
*[Handwritten initials]*

BID NUMBER 21-63

OPENING DATE/TIME February 10, 2021 2:00 PM

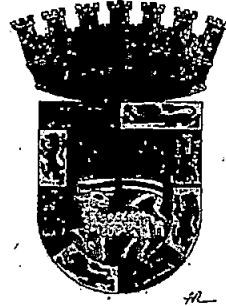
ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR  
ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT  
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL  
HOLIDAYS) AFTER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

POSTING DATE/TIME 03/04/21 4:00 PM 03/09/21 4:00 PM

PAGE(S) 1 of 1

| BIDDERS               | TOTAL ANNUAL<br>BID PRICE |                |  |  |  |  |  |
|-----------------------|---------------------------|----------------|--|--|--|--|--|
| Matheson Tri-Gas, Inc | \$567,440.00              |                |  |  |  |  |  |
| ARC3 Gases            | \$495,280.00              | Non-Responsive |  |  |  |  |  |
| Linde, Inc.           | \$533,000.00              | Non-Responsive |  |  |  |  |  |
| AirGas LLC            | \$324,720.00              |                |  |  |  |  |  |
|                       |                           |                |  |  |  |  |  |
|                       |                           |                |  |  |  |  |  |
|                       |                           |                |  |  |  |  |  |
|                       |                           |                |  |  |  |  |  |
|                       |                           |                |  |  |  |  |  |

BID AWARD DATE - \_\_\_\_\_



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

**BID NO: 21-63**

**PURCHASE AND DELIVERY OF CARBON DIOXIDE**

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

**Final: 1/ 19/21**

**Bid No: 21-63: Purchase and Delivery of Carbon Dioxide**

**TABLE OF CONTENTS**

**FRONT END BID DOCUMENTS**

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – St Johns County Board of County Commissioners Affidavit

“B” – Certificate as to Corporate Principal

“C” – License / Certification List

“D” – List of Proposed Sub-Contractors/Suppliers

“E” – Conflict of Interest Disclosure Form

“F” – Drug-Free Workplace Form

“G” – Proof of Insurance

“H” – Claims, Liens, Litigation History

“I” – Certification Regarding Lobbying

“J” – Non-collusion Certification

“K” – Local Preference

**SPECIFICATIONS**

**SEALED BID MAILING LABEL**

**END OF TABLE OF CONTENTS**

**BID NO: 21-63****NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, February 10, 2021 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 21-63; Purchase and Delivery of Carbon Dioxide.** Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

**Scope of Work**

The Contractor shall be responsible for providing any and all labor, materials, and equipment required in order to provide St. Johns County Utility Department with Carbon Dioxide on an as needed basis to 214 Mainland WTP, 2160 Water Plant Road, St. Augustine, FL 32092 and Northwest WWTP, 3450 International Golf Parkway, St. Augustine, FL 32092. The County reserves the right to award to multiple vendors as required to best suit the needs of the County.

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

1. Must be fully licensed to do business in the State of Florida;
2. Upon Award must obtain and provide a Local Business Tax Receipt from St. Johns County

Upon award of and prior to the execution of a Contract Agreement, the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County.

Copies of current licenses and certifications for the Prime Bidder, Sub-Contractor(s), and Suppliers must be provided with the submitted Bid Proposal.

**Bid Documents, Project Specifications and Drawings**

Bid Documents related to this bid may be obtained from DemandStar, Inc., at the following web address: [www.demandstar.com](http://www.demandstar.com) by requesting St. Johns County Bid Document # 21-63. For technical assistance with this Website please contact DemandStar Supplier Services at 1-866-273-1863. A link to the DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/index.aspx> Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from the Designated Point of Contact.

**Designated Point of Contact**

The County's Designated Point of Contact for this Bid is David E. Pyle, CPPB, Purchasing Coordinator, St. Johns County, FL. Any and all questions and/or inquiries shall be submitted via email to [dpyle@sjcfl.us](mailto:dpyle@sjcfl.us). In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, bidders may contact Leigh A. Daniels, Purchasing Manager at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

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

**Questions**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than four o'clock (4:00PM) on **Wednesday, January 27, 2021**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

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

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

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

BOARD OF COUNTY COMMISSIONERS

OF ST. JOHNS COUNTY, FLORIDA

BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: \_\_\_\_\_

Deputy Clerk

# **FRONT END BID DOCUMENTS**

**BID NO: 21-63**

**INSTRUCTION TO BIDDERS**

**OWNER:** The Board of County Commissioners of St. Johns County, Florida ("County")

**PROJECT:** BID NO.: 21-63: Purchase and Delivery of Carbon Dioxide

**DEFINITIONS**

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

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

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

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County if the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

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

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

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

### **BIDDER'S REPRESENTATION**

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

### **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum, if any, as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

### **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner, to reach him at least **fourteen (14) days** prior to the date for receipt of Bids.

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

### **SUBSTITUTIONS**

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

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

### **DESIGNATED POINT OF CONTACT**

The County's Designated Point of Contact for this Bid is David E. Pyle, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Mr. Pyle, ***in writing***, via email at [dpyle@sjcfl.us](mailto:dpyle@sjcfl.us). In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh Daniels, CPPB, Purchasing Manager at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

## **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than four o'clock (4:00PM) on **Wednesday, January 27, 2021**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

## **ADDENDA**

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

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

## **FORM AND STYLE OF BIDS**

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**"

### ***See Example Below:***

ABC Company, Inc.  
123 Aviles Street  
St. Augustine, FL 32084

St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

**BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT**

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

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

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

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

## **SUBMISSION OF BIDS**

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

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

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

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

#### **BID POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

#### **MODIFICATION OR WITHDRAWAL OF BID**

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

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

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

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

#### **COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

#### **CONSIDERATION OF BIDS**

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

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

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

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

**Acceptance of Bid (Award):** The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the County to award a contract to the vendor who submits the lowest responsive, responsible Unit Price Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best interest of the County.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

#### **LOCAL PREFERENCE**

The County shall review all submitted bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible low bid. If so, County shall verify all qualification requirements to validate the Vendor as a Local Business, in accordance with Section 302.25, SJC Purchasing Procedure Manual. If the lowest bid from a Local Business is responsive and the Bidder is responsible to perform the work, and the submitted bid is within ten percent (10%) of the low bid, the Local Bidder shall have forty eight (48) hours to agree, in writing, to match the low bid amount. If the Local Bidder agrees to match the low bid amount within the timeframe provided, the Local Bidder shall be awarded the bid, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low bid, the County shall consider the non-local low bid for award.

In order to receive local preference consideration, vendor must qualify as a local business, and self-perform, or have perform by subcontractors that qualify as a local business, a minimum of fifty percent (50%) of all work. Fifty percent (50%) of all work must equal fifty percent (50%) of the contract price.

#### **QUALIFICATION OF CONTRACTORS**

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

1. Must be fully licensed to do business in the State of Florida;
2. Upon Award must obtain and provide a Local Business Tax Receipt from St. Johns County

Bidder's must complete and submit with each copy of their Bid Proposal Attachment "C" – License/Certification List and attach a copy of any and all licenses/certifications/permits.

#### **SAFETY & RELIABILITY**

As part of assessing each bidder's reliability and safety record, each prospective bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of all of the bidder's manufacturing and distribution facilities that serve the Florida market. Additionally, each bidder shall submit a copy of its OSHA Form 300A/300 logs for the past three (3) years (with the names blocked out for privacy reasons) for ALL of the facilities that serve the Florida market. If the Bidder utilizes a third party driving company or affiliated company, then they shall submit the OSHA 300 logs for that company as well. The County may require a site visit of the Bidder's manufacturing and/or distribution facilities to assess their safety and reliability as part of the bid evaluation process. Also, Bidders must state where the chemicals purchased by the County are being stored and shipped from in order to meet the obligation of the contract agreement.

#### **SUB-CONTRACTORS**

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

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

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

then may, at his option, disqualify the Bidder, at no cost to the County.

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

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

#### **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement will be written on a Standard Agreement form between Owner and Contractor, provided by the County. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

#### **EXECUTION OF CONTRACT DOCUMENTS**

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

#### **AGREEMENT DURATION & RENEWAL**

The Contract Agreement for the services provided herein shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of two (2) calendar years, **providing satisfactory performance is maintained**. The Contract may be renewed in three (3) one (1) calendar year renewals if all of the following criteria are met: Satisfactory performance by the Contractor, approval by the SJC Purchasing Manager, or their designees, and availability of funds for the fiscal year of the renewal period, **providing satisfactory performance is maintained**. The Contract price will remain fixed for the Contract Term.

#### **ANCILLARY ITEMS**

While all major items have been listed herein, there may be ancillary items that must be purchased by the County during the term of the agreement. A County representative shall contact the vendor(s) to obtain a quote for the necessary ancillary items. If there are multiple vendors under contract, the County representative may obtain price quotes from some or all vendors under Contract. The County reserves the right to award these ancillary items to any vendor based on the lowest quote or to bid the items through a separate solicitation.

#### **INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the County, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

#### **E-VERIFY**

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

## **TERMINATION**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Agreement, the County may terminate the Agreement, for Cause.

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

If, at any time, the Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder, in order to enter into a contract with that vendor to complete the remaining, specified services to prevent a gap in performance of services for the County, if it serves the best interest of the County to do so.

## **PRICING**

Unit prices submitted shall include labor, materials, equipment, transportation, freight, supervision, and any and all other costs associated with the purchase and delivery of chemicals in accordance with the specifications and requirements stated herein. All submitted prices shall be final cost to the County.

The pricing under this Bid shall remain firm throughout the duration of the initial term of the Agreement. Price increases shall only be considered at the time of Renewal(s). The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Agreement, and re-bid for these services. All prices shall remain firm for the period of each Renewal term.

## **METHOD OF PAYMENT**

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

All invoices shall contain the following basic information:

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

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

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

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes

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

#### **TAXES**

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

**COOPERATIVE OR PIGGYBACK PURCHASE:** Any awarded firm(s) under this bid agree(s) that such constitutes a bid price to all State, County, Local agencies and Political Subdivisions of the State of Florida under the same conditions, process and effective period as this bid, should the awarded bidder(s) deem it in the best interest of their firm to do so.

#### **INSURANCE**

The Contractor shall not commence work under the Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. 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 the Agreement.

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 throughout the duration of the Agreement, 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 throughout the duration of the Agreement, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain throughout the duration of the Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain throughout the duration of the Agreement, 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 a Contractor.

The Contractor shall maintain throughout the duration of the Agreement, adequate Workers' Compensation Insurance in at least such amounts as are 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.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

Awarded firm(s) agree to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

## **GOVERNING LAWS & REGULATIONS**

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

For the projects awarded under this contract relating to an Emergency declaration, the Contractor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

## **OSHA REQUIREMENTS**

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

## **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

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

## **TRAINING AND EDUCATION (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)**

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of:

- 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocution Hazards.

## **TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS**

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

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

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

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

**TEMPORARY TRAFFIC CONTROL (TTC)/MAINTENANCE OF TRAFFIC (MOT) (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)**

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

**PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the 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 the Agreement constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. 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;
  - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to the Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the County; and
  - (4) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
publicrecords@sjcfl.us**

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

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

**PROJECT: PURCHASE AND DELIVERY OF CARBON DIOXIDE**

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

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

**BID PROPOSAL OF**

AIRGAS USA LLC 5249 TAMPA WEST BLVD TAMPA FL 33634 713-653-3537

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: 21-63: Purchase and Delivery of Carbon Dioxide 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 to submit the following 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.**

| <b>ITEM &amp; DESCRIPTION</b> | <b>UNIT<br/>SIZE</b> | <b>UNIT<br/>PRICE</b> | <b>ESTIMATED<br/>ANNUAL USAGE</b> | <b>EXTENDED<br/>PRICE</b> |
|-------------------------------|----------------------|-----------------------|-----------------------------------|---------------------------|
| Carbon Dioxide                | LB                   | \$ .099 /LB           | 3,280,000 LBS                     | \$ 324,720.00             |

**Total Annual Bid Price: \$ 324,720.00**

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

***\*\*THIS IS A BID OF COMMERCIAL TERMS ONLY. Airgas does not agree to Saint John County's proposed contract terms and conditions. Any acknowledgement or express acceptance of any terms is done so for temporary purposes to facilitate access for bidding. If Airgas is the successful bidder, both parties will begin negotiations to draft mutually acceptable contract terms and conditions. If those negotiations are successful, then Airgas and Saint Johns County will sign a contract containing the agreed upon terms and conditions. If the negotiations are not successful within 90 days, neither party will be obligated to conduct business with respect to the subject matter of this bid request.***

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.

**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

**CORPORATE/COMPANY**

Full Legal Company Name: AIRGAS USA LLC

(Seal)

By: Jerry Hensley  
Signature of Authorized Representative

Jerry Hensley  
(Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
(Name & Title typed or printed)

Address: PO BOX 532609 ATLANTA GA 30353-2609

Telephone No.: (713)-653-3537

Fax No.: ( )

Email Address for Authorized Company Representative: JERRY.HENSLEY@AIRGAS.COM

Federal I.D. Tax Number: 56-0732648

DUNS #: 07-830-1808

(If applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_

(Signature)

(Name typed or printed)

(Title)

Address: 5249 TAMPA WEST BLVD TAMPA FL 33634

Telephone No.: (713) 653-3537

Fax No.: \_\_\_\_\_

Email Address: JERRY.HENSLEY@AIRGAS.COM

Federal I.D. Tax Number: 56-0732648

**Submittal Requirements:**

Official County Unit Price Bid Form

Attachment "A" – St Johns County Board of County Commissioners Affidavit

Attachment "B" – Certificate as to Corporate Principal

Attachment "C" – License / Certification List

Attachment "D" – List of Proposed Sub-Contractors/Suppliers

Attachment "E" – Conflict of Interest Disclosure Form

Attachment "F" – Drug-Free Workplace Form

Attachment "G" – Proof of Insurance

Attachment "H" – Claims, Liens, Litigation History

Attachment "I" – Certification Regarding Lobbying

Attachment "J" – Non-collusion Certification

Attachment "K" – Local Preference

Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A, B, C, D, E, F, G, H, I, J, and K"; and must be completed and 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.: 21-63: Purchase and Delivery of Carbon Dioxide

ATTACHMENT "B"

**CERTIFICATE 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 its 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 \_\_\_\_\_ 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-lar

My Commission Expires:

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

**Bid No.: 21-63: Purchase and Delivery of Carbon Dioxide**

**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 Jerry Hensley who being duly sworn, deposes and says he is VP of Bulk Gases (Title) of the firm of Airgas USA LLC Bidder submitting the attached proposal for the services covered by the bid documents for BID NO: 21-63: Purchase and Delivery of Carbon Dioxide, 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.

Jerry Hensley  
(Bidder)

By: Airgas USA LLC  
VP of Bulk Gases  
(Title)

Sworn and subscribed to me this 9 day  
of February, 20 21.

Notary Public:  
Darlene W McClesky  
Signature  
Darlene W McClesky  
Printed

My commission Expires: 6/1/2021

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

Darlene W McClesky  
Notary Public  
Cobb County, Georgia  
My Comm. Expires 06/01/2021

**ATTACHMENT "C"**

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

[illegible]

**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

**ATTACHMENT "D"**

**LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS**

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

*The bidder shall attach a copy of each current license for the Sub-Contractor(s) listed below to this form.*

| Company Name | Division/Discipline | Primary Contact Name | Contact Number and Email Address |
|--------------|---------------------|----------------------|----------------------------------|
|              |                     |                      |                                  |
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**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

**ATTACHMENT "E"**

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

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ, RFP, BID) Number/Description: Bid No: 21-63: Purchase and Delivery of Carbon Dioxide.

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a 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, and 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:

Jerry Hensley

Authorized Representative(s) :

*Jerry Hensley*  
Signature

VP of Bulk Gases  
Print Name/Title

Signature

Print Name/Title

BID NO: 21-63: Purchase and Delivery of Carbon Dioxide

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

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

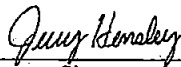
AIRGAS USA LLC

does:

Name of Firm

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

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



Signature

02/09/2021

Date

**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

**ATTACHMENT "G"**

**PROOF OF INSURANCE**

---

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance (Page 13).

(Attach or insert copy of "Certificate of Insurance" here)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                     |                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Marsh USA Inc.<br>2929 Allen Parkway, Suite 2500<br>Houston, TX 77019<br>Attn: Houston.Certs@marsh.com           | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b>                                                                                                                                                                                               |
| CN115323536-AIRGA-GAWU-20-21                                                                                                        | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> National Union Fire Ins Co Pittsburgh PA<br><b>INSURER B:</b> N/A<br><b>INSURER C:</b> All Insurance Company<br><b>INSURER D:</b> American Home Assurance Company<br><b>INSURER E:</b> New Hampshire Insurance Company<br><b>INSURER F:</b> |
| <b>INSURED</b><br>American Air Liquide Inc.<br>Airgas USA, LLC-South Division<br>259 N Radnor Chester Road<br>Radnor, PA 19087-5240 | <b>NAIC #</b><br>19445<br>N/A<br>19399<br>19380<br>23841                                                                                                                                                                                                                                              |

**COVERAGES**      **CERTIFICATE NUMBER:** HOU-003755877-01      **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR    | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                 | ADDL INSD | SUBR WVD | POLICY NUMBER                                                                                   | POLICY EFF (MM/DD/YYYY)                | POLICY EXP (MM/DD/YYYY)                | LIMITS                                                                                                                                                                                                                                     |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | <b>COMMERCIAL GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | GL 7032409                                                                                      | 07/01/2020                             | 07/01/2021                             | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000<br>MED EXP (Any one person) \$ 1,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 6,000,000<br>PRODUCTS - COMP/OP AGG \$ 6,000,000 |
| A           | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                      |           |          | CA 7269932 (AOS)<br>CA 7269933 (VA)<br>CA 7269934 (MA)                                          | 07/01/2020<br>07/01/2020<br>07/01/2020 | 07/01/2021<br>07/01/2021<br>07/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                  |
|             | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                       |           |          |                                                                                                 |                                        |                                        | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                         |
| C<br>E<br>D | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                               | N/A       |          | WC 63850837 (FL)<br>WC 63850838 (MA,ND,OH,WA,WI,WY)<br>WC 63850839 (CA)<br>Please see Acord 101 | 07/01/2020<br>07/01/2020<br>07/01/2020 | 07/01/2021<br>07/01/2021<br>07/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                   |

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

**CERTIFICATE HOLDER**      **CANCELLATION**

|                                                                                                                  |                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| St Johns County Board of Commissioners<br>Attn: David Pyle<br>2160 Water Plant Rd<br>St Augustine, FL 32092-0663 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br>of Marsh USA Inc.<br>Freeman M. Wade <i>Freeman M. Wade</i> |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

AGENCY CUSTOMER ID: CN115323536

LOC #: Houston



# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

|                          |           |                                                                                                                                    |  |
|--------------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------|--|
| AGENCY<br>Marsh USA Inc. |           | NAMED INSURED<br>American Air Liquide Inc.<br>Airgas USA, LLC-South Division<br>259 N Radnor Chester Road<br>Radnor, PA 19087-5240 |  |
| POLICY NUMBER            |           | EFFECTIVE DATE:                                                                                                                    |  |
| CARRIER                  | NAIC CODE |                                                                                                                                    |  |

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued: Effective Dates: 7/1/2020 - 7/1/2021

Carrier: AIU Insurance Company: Policy No.: WC 63850840 (AK, AL, AR, AZ, CO, CT, DC, DE, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV)

Automobile Liability is self-insured for \$5,000,000 excess of \$5,000,000.

NAMED INSUREDS ON THE ABOVE REFERENCED POLICIES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING COMPANIES:

American Air Liquide Inc.  
 American Air Liquide Holdings, Inc.  
 Air Liquide Helium America, Inc.  
 Air Liquide Advanced Technologies U.S. LLC  
 Air Liquide America L.P.  
 AL America Holdings, Inc.  
 Air Liquide USA LLC  
 Air Liquide Industrial U.S. LP  
 Air Liquide Large Industries U.S. LP  
 Air Liquide Electronics U.S. LP  
 Air Liquide Global E&C Solutions US Inc.  
 Air Liquide Technical Services LLC  
 Air Liquide America Specialty Gases LLC  
 Air Liquide Global E&C Solutions Mexico LLC  
 Air Liquide Holdings LLC  
 Air Liquide LLC  
 Air Liquide Advanced Materials Inc.  
 Air Liquide Advanced Materials LLC  
 Plains Nitrogen, LLC  
 Progressive Resources LLC  
 WellGen Services, LLC  
 Airgas, Inc.  
 Airgas Carbonic, Inc.  
 Airgas Carbonic, Inc. d.b.a. Airgas Dry Ice  
 Airgas Data, LLC  
 Airgas Doral, Inc.  
 Airgas Merchant Gases, LLC  
 Airgas Nitrogen Services, LLC  
 Airgas Priority Nitrogen, LLC  
 Airgas Safety, Inc.  
 Airgas Specialty Products, Inc.  
 Airgas USA, LLC  
 Nitrous Oxide Corporation  
 Radnor Funding Corp.  
 Tool Plus, Inc.  
 Red-D-Arc Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                            |                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Marsh USA, Inc.<br>2929 Allen Parkway, Suite 2500<br>Houston, TX 77019<br>Attn: Houston.Certs@marsh.com | <b>CONTACT NAME:</b><br><b>PHONE:</b> (A/C, No, Ext):<br><b>FAX:</b> (A/C, No):<br><b>E-MAIL:</b><br><b>ADDRESS:</b>                                                                                                                                                                                  |
| CN115323536-AIRGA-GAWU-20-21                                                                                               | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> National Union Fire Ins Co Pittsburgh PA<br><b>INSURER B:</b> N/A<br><b>INSURER C:</b> All Insurance Company<br><b>INSURER D:</b> American Home Assurance Company<br><b>INSURER E:</b> New Hampshire Insurance Company<br><b>INSURER F:</b> |
| <b>INSURED</b><br>American Air Liquide Inc.<br>Airgas USA, LLC - South Division<br>5249 Tampa West Blvd<br>Tampa, FL 33634 | <b>NAIC #</b><br>19445<br>N/A<br>19399<br>19380<br>23841                                                                                                                                                                                                                                              |

**COVERAGES** **CERTIFICATE NUMBER:** HOU-003755627-02 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR    | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                   | ADDL INSD | SUBR WVD | POLICY NUMBER                                                                                   | POLICY EFF (MM/DD/YYYY)                | POLICY EXP (MM/DD/YYYY)                | LIMITS                                                                                                                                                                                                                                     |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | GL 7032409                                                                                      | 07/01/2020                             | 07/01/2021                             | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000<br>MED EXP (Any one person) \$ 1,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 6,000,000<br>PRODUCTS - COMP/OP AGG \$ 6,000,000 |
| A           | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                        |           |          | CA 7269932 (AOS)<br>CA 7269933 (VA)<br>CA 7269934 (MA)                                          | 07/01/2020<br>07/01/2020<br>07/01/2020 | 07/01/2021<br>07/01/2021<br>07/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                  |
|             | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>                                                                                                                                           |           |          |                                                                                                 |                                        |                                        | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                         |
| C<br>E<br>D | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                       | Y/N<br>N  | N/A      | WC 63850837 (FL)<br>WC 63850838 (MA,ND,OH,WA,WI,WY)<br>WC 63850839 (CA)<br>Please see Acord 101 | 07/01/2020<br>07/01/2020<br>07/01/2020 | 07/01/2021<br>07/01/2021<br>07/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                  |

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

|                                                                                                                                                                              |                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>St Johns County Board of Commissioners<br>Attn: David Pyle<br>3390 International Golf Pkwy & 2160 Water Plant Rd<br>St Augustine, FL 32092-0663 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE of Marsh USA Inc.<br>Freeman M. Wade |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

|                           |           |                                                                                                                           |
|---------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------|
| AGENCY<br>Marsh USA, Inc. |           | NAMED INSURED<br>American Air Liquide Inc.<br>Airgas USA, LLC - South Division<br>5249 Tampa West Blvd<br>Tampa, FL 33634 |
| POLICY NUMBER             |           |                                                                                                                           |
| CARRIER                   | NAIC CODE |                                                                                                                           |
| EFFECTIVE DATE:           |           |                                                                                                                           |

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued: Effective Dates: 7/1/2020 - 7/1/2021

Carrier: All Insurance Company: Policy No.: WC 63850840 (AK, AL, AR, AZ, CO, CT, DC, DE, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV)

Automobile Liability is self-insured for \$5,000,000 excess of \$5,000,000.

NAMED INSUREDS ON THE ABOVE REFERENCED POLICIES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING COMPANIES:

American Air Liquide Inc.  
 American Air Liquide Holdings, Inc.  
 Air Liquide Helium America, Inc.  
 Air Liquide Advanced Technologies U.S. LLC  
 Air Liquide America L.P.  
 AL America Holdings, Inc.  
 Air Liquide USA, LLC  
 Air Liquide Industrial U.S. LP  
 Air Liquide Large Industries U.S. LP  
 Air Liquide Electronics U.S. LP  
 Air Liquide Global E&C Solutions US Inc.  
 Air Liquide Technical Services LLC  
 Air Liquide America Specialty Gases LLC  
 Air Liquide Global E&C Solutions Mexico LLC  
 Air Liquide Holdings LLC  
 Air Liquide LLC  
 Air Liquide Advanced Materials Inc.  
 Air Liquide Advanced Materials LLC  
 Plains Nitrogen, LLC  
 Progressive Resources LLC  
 WellGen Services, LLC  
 Airgas, Inc.  
 Airgas Carbonic, Inc.  
 Airgas Carbonic, Inc. d.b.a. Airgas Dry Ice  
 Airgas Data, LLC  
 Airgas Doral, Inc.  
 Airgas Merchant Gases, LLC  
 Airgas Nitrogen Services, LLC  
 Airgas Priority Nitrogen, LLC  
 Airgas Safety, Inc.  
 Airgas Specialty Products, Inc.  
 Airgas USA, LLC  
 Nitrous Oxide Corporation  
 Radnor Funding Corp.  
 Tool Plus, Inc.  
 Red-D-Arc Inc.

ATTACHMENT "H"

**CLAIMS, LIENS, LITIGATION HISTORY**

(Complete and Submit)

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

Description of every action \_\_\_\_\_ Captions of the Litigation or Arbitration \_\_\_\_\_

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

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

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

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
- \_\_\_\_\_
- \_\_\_\_\_
5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
- Yes \_\_\_\_\_ No X If yes, please explain in detail: \_\_\_\_\_
- \_\_\_\_\_
6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No X
- If no, please explain why? \_\_\_\_\_
- \_\_\_\_\_

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

**Liquidated Damages**

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

(Use additional or supplemental pages as needed)

ATTACHMENT "I"

**BYRD ANTI-LOBBYING COMPLIANCE AND  
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, AIRGAS USA LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME JERRY HENSLEY

(print):

SIGNATURE: 

TITLE: VP OF BULK GASES

NAME OF FIRM: AIRGAS USA LLC

DATE: 02/09/2021

ATTACHMENT "J"

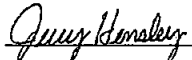
NON-COLLUSION CERTIFICATION

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): JERRY HENSLEY

SIGNATURE: 

TITLE: VP OF BULK GASES

DATE: 02/09/2021

NAME OF FIRM/PARTNERSHIP/CORPORATION:

AIRGAS USA LLC

BID NO: 21-63: Purchase and Delivery of Carbon Dioxide

ATTACHMENT "K"

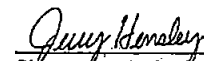
LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "K" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "K".

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual

Respondent is not a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual

x

  
Signature – Authorized Respondent Representative

JERRY HENSLEY – VP OF BULK GASES  
Printed Name & Title

02/09/2021  
Date of Signature

---

# SPECIFICATIONS

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## Bid No: 21-63: Purchase and Delivery of Carbon Dioxide

### PRODUCT MATERIAL ESTIMATES

The annual chemical usages are estimates only, and the County shall not be bound by these amounts. Quantities are subject to change as necessary to meet the water and wastewater treatment needs of the County. The

#### Carbon Dioxide (CO<sub>2</sub>)

Minimum Delivery: 20 tons

Estimated Annual Usage: 3,280,000 lbs

Special Delivery Requirements: Bulk Tanker Loads

Product Material Requirements: All carbon dioxide supplied under this contract shall be tested and certified as meeting the CGA Specifications for Food Grade Carbon Dioxide, the AWWA Standard B300-04 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the Contractor to inform the County that NSF or UL Certification has been revoked or lapsed within twenty four hours (24hrs) of the time the Contractor receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the Contract.

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

| Test Description                       | CGA Specification "Food Grade" |
|----------------------------------------|--------------------------------|
|                                        | Units=ppm (v/v)                |
| Carbon Dioxide (purity %)              | 99.5%                          |
| Acetaldehyde                           | 0.5                            |
| Carbon Monoxide (CO)                   | 10.0                           |
| Carbonyl Sulfide (COS)                 | 0.5                            |
| Hydrogen Sulfide (H <sub>2</sub> S)    | 0.5                            |
| Nitric Oxide (NO)                      | 5.0                            |
| Nonvolatile Residues (wt/wt)           | 10                             |
| Odor                                   | Free of foreign odor           |
| Taste                                  | Free of foreign taste          |
| Oxygen                                 | 50.0                           |
| Sulfur Dioxide (SO <sub>2</sub> )      | 5.0                            |
| Total hydrocarbon content (as methane) | 50.0                           |
| Total Sulfur                           | 0.5                            |
| Water (H <sub>2</sub> O)               | 20.0                           |

### DELIVERY REQUIREMENTS

For all purchased chemicals, the Contractor shall make regular deliveries within three (3) calendar days after receipt of order, and shall make emergency deliveries within twenty four (24) hours of some quantity. For the purposes of this bid, emergency deliveries are any deliveries necessary in order to prevent the County from running out of a particular chemical in less than twenty four (24) hours. The County shall make every possible effort to minimize the number of emergency deliveries.

The County reserves the right to change the quantity of a chemical ordered and the date of delivery at its discretion with a twenty four (24) hour written notice to the Contractor. Written notice can be in the form of an email or facsimile to the Contractor from the SJC Utility Department Point of Contact.

All deliveries under this contract shall be freight prepaid, FOB to each St. Johns County Facility.

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

All bulk deliveries shall be made by properly cleaned carrier tank trucks to the location(s) specified herein.

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

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

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

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

Due to security and safety concerns, all delivery vehicle drivers must be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor supplied drivers shall display driver's license at all times during transportation of chemicals for the County. In addition, and at the County's discretion, the Contractor shall supply the County with a CD/thumb drive with digital photographs of all delivery drivers with names imposed and shall send out an updated CD within twenty four hours (24hrs) of any changes to personnel. The County shall use the CD to verify whether the driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to the County shall result in rejection of delivery and subsequent possible termination of the contract agreement.

Shipments shall be rejected which fail to meet with any of the requirements described herein. In the event a shipment is rejected, the Contractor shall be required to send a replacement shipment to the affected location within four (4) hours of notification by the County. Failure to provide a replacement shipment that meets the requirements within the specified period of time shall constitute termination of the contract agreement.

#### **DELIVERY LOCATIONS**

Delivery locations are subject to change as necessary to meet the water and wastewater treatment demands of the County.

Split deliveries to multiple locations shall be coordinated and accepted by the County, when possible, to encourage economical delivery of product via bulk tankers dependent upon storage capabilities at the time of delivery. However, the Contractor shall be required to deliver the Minimum Delivery Required amount.

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The Delivery locations and addresses are listed below for Reference. These locations are subject to change.

|                                                                      |                    |                                |
|----------------------------------------------------------------------|--------------------|--------------------------------|
| 214 Mainland WTP<br>2160 Water Plant Road<br>St. Augustine, FL 32092 | 1 each 26-ton tank | Monthly Est. Usage: 10,000 lbs |
|----------------------------------------------------------------------|--------------------|--------------------------------|

|                                                                              |                     |                                 |
|------------------------------------------------------------------------------|---------------------|---------------------------------|
| Northwest WWTP<br>3450 International Golf Parkway<br>St. Augustine, FL 32092 | 2 each 91-ton tanks | Monthly Est. Usage: 270,000 lbs |
|------------------------------------------------------------------------------|---------------------|---------------------------------|

#### **OCCUPATIONAL HEALTH AND SAFETY**

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

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

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

**Emergency Plan of Action and Safety Training:** Within 30 days of award and acceptance of the contract for the supply of any chemical, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for St. Johns County to follow in case an emergency supply of chemicals are needed. The Contractor shall

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

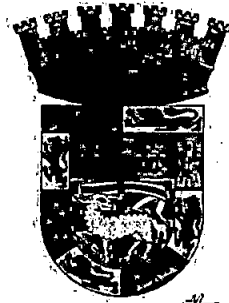
**Safe Handling Training:** The Contractor shall provide an appropriate safe handling training course for any chemical that it supplies within the first month of the contract, to all current St. Johns County operations personnel and shall be available to conduct "refresher" courses or new employee training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

THIS IS A BID OF COMMERCIAL TERMS ONLY. Airgas does not agree to Saint Johns County's proposed contract terms and conditions. Any acknowledgement or express acceptance of any terms is done so for temporary purposes to facilitate access for bidding. If Airgas is the successful bidder, both parties will begin negotiations to draft mutually acceptable contract terms and conditions. If those negotiations are successful, then Airgas and Saint Johns County will sign a contract containing the agreed upon terms and conditions. If the negotiations are not successful within 90 days, neither party will be obligated to conduct business with respect to the subject matter of this bid request.

**Jason Frost - J.D.** | Contracts Specialist | South Division | **Airgas**, an Air Liquide Company

2015 Vaughn Road, Building 400 | Kennesaw, GA 30144 | Cell: 470-542-6586 | [Jason.Frost@airgas.com](mailto:Jason.Frost@airgas.com)

*Find it with us, anytime, anywhere at [Airgas.com](http://Airgas.com)*



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

**BID NO: 21-63**

**PURCHASE AND DELIVERY OF CARBON DIOXIDE**

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

**Final: 1/19/21**

**Bid No: 21-63: Purchase and Delivery of Carbon Dioxide**

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**BID NO: 21-63****NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on **Wednesday, February 10, 2021** by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 21-63; Purchase and Delivery of Carbon Dioxide.** Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

**Scope of Work**

The Contractor shall be responsible for providing any and all labor, materials, and equipment required in order to provide St. Johns County Utility Department with Carbon Dioxide on an as needed basis to 214 Mainland WTP, 2160 Water Plant Road, St. Augustine, FL 32092 and Northwest WWTP, 3450 International Golf Parkway, St. Augustine, FL 32092. The County reserves the right to award to multiple vendors as required to best suit the needs of the County.

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

1. Must be fully licensed to do business in the State of Florida;
2. Upon Award must obtain and provide a Local Business Tax Receipt from St. Johns County

Upon award of and prior to the execution of a Contract Agreement, the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County.

Copies of current licenses and certifications for the Prime Bidder, Sub-Contractor(s), and Suppliers must be provided with the submitted Bid Proposal.

**Bid Documents, Project Specifications and Drawings**

Bid Documents related to this bid may be obtained from DemandStar, Inc., at the following web address: [www.demandstar.com](http://www.demandstar.com) by requesting St. Johns County Bid Document # 21-63. For technical assistance with this Website please contact DemandStar Supplier Services at 1-866-273-1863. A link to the DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/index.aspx> Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from the Designated Point of Contact.

**Designated Point of Contact**

The County's Designated Point of Contact for this Bid is David E. Pyle, CPPB, Purchasing Coordinator, St. Johns County, FL. Any and all questions and/or inquiries shall be submitted via email to [dpyle@sjcfl.us](mailto:dpyle@sjcfl.us). In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, bidders may contact Leigh A. Daniels, Purchasing Manager at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

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

**Questions**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than four o'clock (4:00PM) on **Wednesday, January 27, 2021**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

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

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

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

BOARD OF COUNTY COMMISSIONERS

OF ST. JOHNS COUNTY, FLORIDA

BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: \_\_\_\_\_

Deputy Clerk

# **FRONT END BID DOCUMENTS**

**BID NO: 21-63**

**INSTRUCTION TO BIDDERS**

**OWNER:** The Board of County Commissioners of St. Johns County, Florida ("County")

**PROJECT:** BID NO.: 21-63: Purchase and Delivery of Carbon Dioxide

**DEFINITIONS**

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

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

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

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County if the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

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

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

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

### **BIDDER'S REPRESENTATION**

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

### **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum, if any, as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

### **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner, to reach him at least **fourteen (14) days** prior to the date for receipt of Bids.

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

### **SUBSTITUTIONS**

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

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

### **DESIGNATED POINT OF CONTACT**

The County's Designated Point of Contact for this Bid is David E. Pyle, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Mr. Pyle, *in writing*, via email at [dpyle@sjcfl.us](mailto:dpyle@sjcfl.us). In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh Daniels, CPPB, Purchasing Manager at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

## **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than four o'clock (4:00PM) on **Wednesday, January 27, 2021**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

## **ADDENDA**

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

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

## **FORM AND STYLE OF BIDS**

Bids shall be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**"

### ***See Example Below:***

ABC Company, Inc.  
123 Aviles Street  
St. Augustine, FL 32084

St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

**BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT**

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

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

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

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

## **SUBMISSION OF BIDS**

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

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

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

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

#### **BID POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

#### **MODIFICATION OR WITHDRAWAL OF BID**

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

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

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

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

#### **COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

#### **CONSIDERATION OF BIDS**

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

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

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

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

**Acceptance of Bid (Award):** The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the County to award a contract to the vendor who submits the lowest responsive, responsible Unit Price Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best interest of the County.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

#### **LOCAL PREFERENCE**

The County shall review all submitted bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible low bid. If so, County shall verify all qualification requirements to validate the Vendor as a Local Business, in accordance with Section 302.25, SJC Purchasing Procedure Manual. If the lowest bid from a Local Business is responsive and the Bidder is responsible to perform the work, and the submitted bid is within ten percent (10%) of the low bid, the Local Bidder shall have forty eight (48) hours to agree, in writing, to match the low bid amount. If the Local Bidder agrees to match the low bid amount within the timeframe provided, the Local Bidder shall be awarded the bid, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low bid, the County shall consider the non-local low bid for award.

In order to receive local preference consideration, vendor must qualify as a local business, and self-perform, or have perform by subcontractors that qualify as a local business, a minimum of fifty percent (50%) of all work. Fifty percent (50%) of all work must equal fifty percent (50%) of the contract price.

#### **QUALIFICATION OF CONTRACTORS**

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

1. Must be fully licensed to do business in the State of Florida;
2. Upon Award must obtain and provide a Local Business Tax Receipt from St. Johns County

Bidder's must complete and submit with each copy of their Bid Proposal Attachment "C" – License/Certification List and attach a copy of any and all licenses/certifications/permits.

#### **SAFETY & RELIABILITY**

As part of assessing each bidder's reliability and safety record, each prospective bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of all of the bidder's manufacturing and distribution facilities that serve the Florida market. Additionally, each bidder shall submit a copy of its OSHA Form 300A/300 logs for the past three (3) years (with the names blocked out for privacy reasons) for ALL of the facilities that serve the Florida market. If the Bidder utilizes a third party driving company or affiliated company, then they shall submit the OSHA 300 logs for that company as well. The County may require a site visit of the Bidder's manufacturing and/or distribution facilities to assess their safety and reliability as part of the bid evaluation process. Also, Bidders must state where the chemicals purchased by the County are being stored and shipped from in order to meet the obligation of the contract agreement.

#### **SUB-CONTRACTORS**

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

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

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

then may, at his option, disqualify the Bidder, at no cost to the County.

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

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

#### **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement will be written on a Standard Agreement form between Owner and Contractor, provided by the County. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

#### **EXECUTION OF CONTRACT DOCUMENTS**

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

#### **AGREEMENT DURATION & RENEWAL**

The Contract Agreement for the services provided herein shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of two (2) calendar years, **providing satisfactory performance is maintained**. The Contract may be renewed in three (3) one (1) calendar year renewals if all of the following criteria are met: Satisfactory performance by the Contractor, approval by the SJC Purchasing Manager, or their designees, and availability of funds for the fiscal year of the renewal period, **providing satisfactory performance is maintained**. The Contract price will remain fixed for the Contract Term.

#### **ANCILLARY ITEMS**

While all major items have been listed herein, there may be ancillary items that must be purchased by the County during the term of the agreement. A County representative shall contact the vendor(s) to obtain a quote for the necessary ancillary items. If there are multiple vendors under contract, the County representative may obtain price quotes from some or all vendors under Contract. The County reserves the right to award these ancillary items to any vendor based on the lowest quote or to bid the items through a separate solicitation.

#### **INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the County, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

#### **E-VERIFY**

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

## **TERMINATION**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Agreement, the County may terminate the Agreement, for Cause.

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

If, at any time, the Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder, in order to enter into a contract with that vendor to complete the remaining, specified services to prevent a gap in performance of services for the County, if it serves the best interest of the County to do so.

## **PRICING**

Unit prices submitted shall include labor, materials, equipment, transportation, freight, supervision, and any and all other costs associated with the purchase and delivery of chemicals in accordance with the specifications and requirements stated herein. All submitted prices shall be final cost to the County.

The pricing under this Bid shall remain firm throughout the duration of the initial term of the Agreement. Price increases shall only be considered at the time of Renewal(s). The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Agreement, and re-bid for these services. All prices shall remain firm for the period of each Renewal term.

## **METHOD OF PAYMENT**

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

All invoices shall contain the following basic information:

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

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

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

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes

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

### **TAXES**

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

**COOPERATIVE OR PIGGYBACK PURCHASE:** Any awarded firm(s) under this bid agree(s) that such constitutes a bid price to all State, County, Local agencies and Political Subdivisions of the State of Florida under the same conditions, process and effective period as this bid, should the awarded bidder(s) deem it in the best interest of their firm to do so.

### **INSURANCE**

The Contractor shall not commence work under the Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. 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 the Agreement.

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 throughout the duration of the Agreement, 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 throughout the duration of the Agreement, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain throughout the duration of the Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain throughout the duration of the Agreement, 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 a Contractor.

The Contractor shall maintain throughout the duration of the Agreement, adequate Workers' Compensation Insurance in at least such amounts as are 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.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Awarded firm(s) agree to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

## **GOVERNING LAWS & REGULATIONS**

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

For the projects awarded under this contract relating to an Emergency declaration, the Contractor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

## **OSHA REQUIREMENTS**

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

## **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

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

## **TRAINING AND EDUCATION (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)**

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of:

- 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocution Hazards.

## **TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS**

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

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

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

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

**TEMPORARY TRAFFIC CONTROL (TTC)/MAINTENANCE OF TRAFFIC (MOT) (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)**

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

**PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the 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 the Agreement constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. 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;
  - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to the Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the County; and
  - (4) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
publicrecords@sjcfl.us**

**END OF SECTION**

# **OFFICIAL COUNTY BID FORM WITH ATTACHMENTS**

**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

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

**PROJECT: PURCHASE AND DELIVERY OF CARBON DIOXIDE**

**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: 21-63: Purchase and Delivery of Carbon Dioxide 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 to submit the following 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<br>SIZE | UNIT<br>PRICE | ESTIMATED<br>ANNUAL USAGE | EXTENDED<br>PRICE |
|--------------------|--------------|---------------|---------------------------|-------------------|
| Carbon Dioxide     | LB           | \$ _____/LB   | 3,280,000 LBS             | \$ _____          |

**Total Annual Bid Price: \$ \_\_\_\_\_**

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

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.

**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

**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 #: \_\_\_\_\_  
(If applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

Federal I.D. Tax Number: \_\_\_\_\_

**Submittal Requirements:**

Official County Unit Price Bid Form  
Attachment "A" – St Johns County Board of County Commissioners Affidavit  
Attachment "B" – Certificate as to Corporate Principal  
Attachment "C" – License / Certification List  
Attachment "D" – List of Proposed Sub-Contractors/Suppliers  
Attachment "E" – Conflict of Interest Disclosure Form  
Attachment "F" – Drug-Free Workplace Form  
Attachment "G" – Proof of Insurance  
Attachment "H" – Claims, Liens, Litigation History  
Attachment "I" – Certification Regarding Lobbying  
Attachment "J" – Non-collusion Certification  
Attachment "K" – Local Preference  
Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A, B, C, D, E, F, G, H, I, J, and K", and must be completed and 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.: 21-63: Purchase and Delivery of Carbon Dioxide**

**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 \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for BID NO: 21-63: Purchase and Delivery of Carbon Dioxide, 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.

\_\_\_\_\_  
(Bidder)

Sworn and subscribed to me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Notary Public:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

My commission Expires: \_\_\_\_\_

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

**Bid No.: 21-63: Purchase and Delivery of Carbon Dioxide**

**ATTACHMENT "B"**

**CERTIFICATE 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 its 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 \_\_\_\_\_ 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-lar

My Commission Expires:

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

**Bid No.: 21-63: Purchase and Delivery of Carbon Dioxide**

**ATTACHMENT "C"**

**LICENSE / CERTIFICATION LIST**

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

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

| License Name | License # | Issuing Agency | Expiration Date |
|--------------|-----------|----------------|-----------------|
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**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

**ATTACHMENT "D"**

**LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS**

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

*The bidder shall attach a copy of each current license for the Sub-Contractor(s) listed below to this form.*

| <b>Company Name</b> | <b>Division/Discipline</b> | <b>Primary Contact Name</b> | <b>Contact Number and Email Address</b> |
|---------------------|----------------------------|-----------------------------|-----------------------------------------|
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**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

**ATTACHMENT "E"**

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

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ, RFP, BID) Number/Description: Bid No: 21-63: Purchase and Delivery of Carbon Dioxide.

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a 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, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

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

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Please check the appropriate statement:

- ☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- ☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) :

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

**ATTACHMENT "F"**

**DRUG-FREE WORKPLACE FORM**

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

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

\_\_\_\_\_  
Name of Firm

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

**ATTACHMENT "G"**

**PROOF OF INSURANCE**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance (Page 13).

(Attach or insert copy of "Certificate of Insurance" here)

**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

**ATTACHMENT "H"**

**CLAIMS, LIENS, LITIGATION HISTORY**

(Complete and Submit)

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

Description of every action      Captions of the Litigation or Arbitration

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Liquidated Damages**

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

\_\_\_\_\_  
\_\_\_\_\_

(Use additional or supplemental pages as needed)

**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

**ATTACHMENT "I"**

**BYRD ANTI-LOBBYING COMPLIANCE AND  
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

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

**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

**ATTACHMENT "J"**

**NON-COLLUSION CERTIFICATION**

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

NAME OF FIRM/PARTNERSHIP/CORPORATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID NO: 21-63: Purchase and Delivery of Carbon Dioxide**

**ATTACHMENT "K"**

**LOCAL PREFERENCE**

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "K" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "K".

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual \_\_\_\_\_

Respondent is **not** a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual \_\_\_\_\_

\_\_\_\_\_  
Signature – Authorized Respondent Representative

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

\_\_\_\_\_  
Date of Signature

# SPECIFICATIONS

## Bid No: 21-63: Purchase and Delivery of Carbon Dioxide

### PRODUCT MATERIAL ESTIMATES

The annual chemical usages are estimates only, and the County shall not be bound by these amounts. Quantities are subject to change as necessary to meet the water and wastewater treatment needs of the County. The

### Carbon Dioxide (CO<sub>2</sub>)

Minimum Delivery: 20 tons

Estimated Annual Usage: 3,280,000 lbs

Special Delivery Requirements: Bulk Tanker Loads

**Product Material Requirements:** All carbon dioxide supplied under this contract shall be tested and certified as meeting the CGA Specifications for Food Grade Carbon Dioxide, the AWWA Standard B300-04 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the Contractor to inform the County that NSF or UL Certification has been revoked or lapsed within twenty four hours (24hrs) of the time the Contractor receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the Contract.

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

| Test Description                       | CGA Specification "Food Grade" |
|----------------------------------------|--------------------------------|
|                                        | Units=ppm (v/v)                |
| Carbon Dioxide (purity %)              | 99.5%                          |
| Acetaldehyde                           | 0.5                            |
| Carbon Monoxide (CO)                   | 10.0                           |
| Carbonyl Sulfide (COS)                 | 0.5                            |
| Hydrogen Sulfide (H <sub>2</sub> S)    | 0.5                            |
| Nitric Oxide (NO)                      | 5.0                            |
| Nonvolatile Residues (wt/wt)           | 10                             |
| Odor                                   | Free of foreign odor           |
| Taste                                  | Free of foreign taste          |
| Oxygen                                 | 50.0                           |
| Sulfur Dioxide (SO <sub>2</sub> )      | 5.0                            |
| Total hydrocarbon content (as methane) | 50.0                           |
| Total Sulfur                           | 0.5                            |
| Water (H <sub>2</sub> O)               | 20.0                           |

### DELIVERY REQUIREMENTS

For all purchased chemicals, the Contractor shall make regular deliveries within three (3) calendar days after receipt of order, and shall make emergency deliveries within twenty four (24) hours of some quantity. For the purposes of this bid, emergency deliveries are any deliveries necessary in order to prevent the County from running out of a particular chemical in less than twenty four (24) hours. The County shall make every possible effort to minimize the number of emergency deliveries.

The County reserves the right to change the quantity of a chemical ordered and the date of delivery at its discretion with a twenty four (24) hour written notice to the Contractor. Written notice can be in the form of an email or facsimile to the Contractor from the SJC Utility Department Point of Contact.

All deliveries under this contract shall be freight prepaid, FOB to each St. Johns County Facility.

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

All bulk deliveries shall be made by properly cleaned carrier tank trucks to the location(s) specified herein.

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

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

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

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

Due to security and safety concerns, all delivery vehicle drivers must be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor supplied drivers shall display driver's license at all times during transportation of chemicals for the County. In addition, and at the County's discretion, the Contractor shall supply the County with a CD/thumb drive with digital photographs of all delivery drivers with names imposed and shall send out an updated CD within twenty four hours (24hrs) of any changes to personnel. The County shall use the CD to verify whether the driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to the County shall result in rejection of delivery and subsequent possible termination of the contract agreement.

Shipments shall be rejected which fail to meet with any of the requirements described herein. In the event a shipment is rejected, the Contractor shall be required to send a replacement shipment to the affected location within four (4) hours of notification by the County. Failure to provide a replacement shipment that meets the requirements within the specified period of time shall constitute termination of the contract agreement.

### **DELIVERY LOCATIONS**

Delivery locations are subject to change as necessary to meet the water and wastewater treatment demands of the County.

Split deliveries to multiple locations shall be coordinated and accepted by the County, when possible, to encourage economical delivery of product via bulk tankers dependent upon storage capabilities at the time of delivery. However, the Contractor shall be required to deliver the Minimum Delivery Required amount.

The Delivery locations and addresses are listed below for Reference. These locations are subject to change.

|                                                                      |                    |                                |
|----------------------------------------------------------------------|--------------------|--------------------------------|
| 214 Mainland WTP<br>2160 Water Plant Road<br>St. Augustine, FL 32092 | 1 each 26-ton tank | Monthly Est. Usage: 10,000 lbs |
|----------------------------------------------------------------------|--------------------|--------------------------------|

|                                                                              |                     |                                 |
|------------------------------------------------------------------------------|---------------------|---------------------------------|
| Northwest WWTP<br>3450 International Golf Parkway<br>St. Augustine, FL 32092 | 2 each 91-ton tanks | Monthly Est. Usage: 270,000 lbs |
|------------------------------------------------------------------------------|---------------------|---------------------------------|

### **OCCUPATIONAL HEALTH AND SAFETY**

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

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

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

**Emergency Plan of Action and Safety Training:** Within 30 days of award and acceptance of the contract for the supply of any chemical, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for St. Johns County to follow in case an emergency supply of chemicals are needed. The Contractor shall

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

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

**SEALED BID MAILING LABEL**

**BID NO: 21-63: PURCHASE AND DELIVERY OF CARBON DIOXIDE**

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

| <b>SEALED BID • DO NOT OPEN</b> |                                                                                       |
|---------------------------------|---------------------------------------------------------------------------------------|
| <b>SEALED BID NO.:</b>          | <b>BID NO: 21-63</b>                                                                  |
| <b>BID TITLE:</b>               | <b>Purchase and Delivery of Carbon Dioxide</b>                                        |
| <b>DUE DATE/TIME:</b>           | <b>By 2:00PM – February 10, 2021</b>                                                  |
| <b>SUBMITTED BY:</b>            |                                                                                       |
|                                 | Company Name                                                                          |
|                                 | Company Address                                                                       |
|                                 | Company Address                                                                       |
| <b>DELIVER TO:</b>              | St. Johns County Purchasing Dept.<br>500 San Sebastian View<br>St. Augustine FL 32084 |



**END OF DOCUMENT**