

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/08/2020

Contract/Lease Control #: C17-2480-FM

Procurement#: ITQ FM 90-16

Contract/Lease Type: CONTRACT

Award To/Lessee: CHEM-AQUA, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/27/2020

Expiration Date: 10/26/2021

Description of: WATER TREATMENT SERVICES

Department: FM

Department Monitor: HENDRICK

Monitor's Telephone #: 850-689-5790

Monitor's FAX # or E-mail: BHENDRICK@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

4/30/2022

DATE (MM/DD/YYYY)

7/19/2021

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).

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Aspen Specialty Insurance Company		10717
INSURER B: ACE American Insurance Company		22667
INSURER C: Allied World Specialty Insurance Company		16624
INSURER D: ACE Fire Underwriters Insurance Company		20702
INSURER E:		
INSURER F:		

INSURED
 1471262 Chem-Aqua, Inc.
 2727 Chemsearch Blvd
 Irving TX 75062

COVERAGES **CERTIFICATE NUMBER:** 17031656 **REVISION NUMBER:** XXXXXXXX

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.

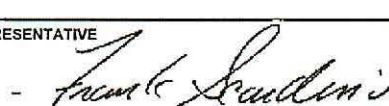
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ERAEYV721	4/30/2021	4/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISAH25549818	4/30/2021	4/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EXAEYVA21 0311-8393	4/30/2021 4/30/2021	4/30/2022 4/30/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
D B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC67806785 SCFC67806827	4/30/2021 4/30/2021	4/30/2022 4/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, ma: THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE 1 Excess Liability #ERAEYV721 covers excess of primary General Liability Umbrella Policy # Employers Liability Umbrella/Excess Liability limit per occurrence is \$1,000,000 / aggregate 1 Additional Insured.

CONTRACT#: C17-2480-FM
CHEM-AQUA, INC.
WATER TREATMENT SERVICES
EXPIRES: 10/26/2021

CERTIFICATE HOLDER

CANCELLATION See Attachments

17031656 Okaloosa County BOCC Facilities and Parks Maintenance 5479A Old Bethel Road Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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The General Liability and Automobile Liability policies include Blanket Additional Insured Endorsement and Blanket Waiver of Subrogation Endorsement and Primary and Non-contributory. Excess / Umbrella Liability policies include Blanket Additional Insured Endorsement and Blanket Waiver of Subrogation Endorsement. The Workers Compensation policy includes Blanket Waiver of Subrogation Endorsement. Blanket Endorsements apply only when there is a written contract between the Named Insured and the Certificate Holder that requires such status. Excess / Umbrella Liability follow form.



CERTIFICATE OF LIABILITY INSURANCE

4/30/2021

DATE (MM/DD/YYYY)
10/2/2020

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).

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Aspen Specialty Insurance Company	NAIC # 10717
	INSURER B: ACE American Insurance Company	22667
	INSURER C: Allied World Specialty Insurance Company	16624
	INSURER D: ACE Fire Underwriters Insurance Company	20702
	INSURER E:	
	INSURER F:	

INSURED
1471262 Chem-Aqua, Inc.
2727 Chemsearch Blvd
Irving TX 75062

COVERAGES

CERTIFICATE NUMBER: 17031656

REVISION NUMBER: XXXXXXXX

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ERAEYV720	4/30/2020	4/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISAH25293460	4/30/2020	4/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EXAEYVA20 0311-8393	4/30/2020 4/30/2020	4/30/2021 4/30/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
D B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC66924920 SCFC66924968	4/30/2020 4/30/2020	4/30/2021 4/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 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)

Excess Liability #EXAEYVA20 covers excess of primary General Liability. Umt Employers Liability Umbrella/Excess Liability limit per occurrence is \$1,000,000 Insured.

CONTRACT#: C17-2480-FM
CHEM-AQUA, INC.
WATER TREATMENT SERVICES
EXPIRES: 10/26/2021

CERTIFICATE HOLDER

17031656

Okaloosa County
Facilities and Parks Maintenance
5479A Old Bethel Road
Crestview FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Frank S. Soudon

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C17-2480-FM Tracking Number: 3991-20
Procurement/Contractor/Lessee Name: Chem-Aqua Grant Funded: YES ___ NO X
Purpose: amendment
Date/Term: 10-26-2020 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: _____
Department: FM Dept. Monitor Name: Bennett

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 3-24-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no grant may Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: no risk elimnt in amendment
see attached Date: 7-28-2020
Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached
_____ Date: 8-10-2020
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed:
_____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Tuesday, July 28, 2020 8:50 AM
To: DeRita Mason
Subject: RE: C17-2480-FM

Approved by Risk Management.

Thank you,

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, July 28, 2020 8:10 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: C17-2480-FM

Good morning,

You both had previously approved this on March 24, 2020.
I just added the renewal section to the amendment.

Thank you,

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Monday, August 10, 2020 1:43 PM
To: DeRita Mason; 'Parsons, Kerry'
Cc: Lisa Price
Subject: Re: C17-2480-FM
Attachments: c17-2480-fm renewal 8.10.20.docx

DeRita,

See my changes attached. With these changes, this renewal is approved as to legal sufficiency.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Tuesday, July 28, 2020 9:10:09 AM
To: 'Parsons, Kerry'
Cc: Lynn Hoshihara; Lisa Price
Subject: C17-2480-FM

Good morning,

You both had previously approved this on March 24, 2020.
I just added the renewal section to the amendment.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator



CONTRACT#: C17-2480-FM
CHEM-AQUA, INC.
WATER TREATMENT SERVICES
EXPIRES: 10/26/2021

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
CHEM-AQUA, INC.
CONTRACT NO. C17-2480-FM**

This Third Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Chem-Aqua, Inc., executed this _____ day of **SEP 01 2020**, 20____, is made a part of the original Agreement dated October 27, 2016, Contract No. C17-2480-FM (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their final option to renew the original Agreement for an additional one (1) year term in accordance with Section three (3) of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence October 27, 2020 and shall terminate no later than October 26, 2021.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Stay the same as set forth in Section two (2) of the original Agreement ("Compensation") and/or any amendments thereto.
4. **The County and Contractor wish to add the following clause:**
Contractor shall make no other charges to the County for supplies, taxes, licenses, permits, overhead and any other expenses or cost if any such expenses or cost is incurred by Contractor without the prior written approval of the County.
5. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated October 27, 2020 and any amendments thereto, shall remain in full force and effect.
6. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

CHEM-AQUA, INC.:


[Signature]
Signature

TITLE: Technical Consultant

Steve Long
Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA

[Signature]
J.D. Peacock II, Clerk of 

BY: [Signature]
Robert A. "Trey" Goodwin III, Chairman 

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/18/2020

Contract/Lease Control #: C17-2480-FM

Procurement#: ITQ FM 90-16

Contract/Lease Type: CONTRACT

Award To/Lessee: CHEM-AQUA, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/27/2019

Expiration Date: 10/26/2020

Description of WATER TREATMENT SERVICES

Department: FM

Department Monitor: BENNETT

Monitor's Telephone #: 850-689-5790

Monitor's FAX # or E-mail: DBENNETT@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/12/2020

Contract/Lease Control #: C17-2480-FM

Procurement#: ITQ FM 90-16

Contract/Lease Type: CONTRACT

Award To/Lessee: CHEM-AQUA, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/27/2019

Expiration Date: 10/26/2019 W/1 1 YR RENEWAL

Description of WATER TREATMENT SERVICES

Department: FM

Department Monitor: BENNETT

Monitor's Telephone #: 850-689-5790

Monitor's FAX # or E-mail: DBENNETT@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C17-2480-FM Tracking Number: 372049
Procurement/Contractor/Lessee Name: Chem Aqua, Inc Grant Funded: YES ___ NO X
Purpose: Amendment #2
Date/Term: 10-27-20 1. GREATER THAN \$100,000
Amount: per service 2. GREATER THAN \$50,000
FM 3. \$50,000 OR LESS
Department: _____
Dept. Monitor Name: Pulcett

Purchasing Review
Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 11-22-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)
Approved as written: no federal funds Date: 11-25-19
Grants Coordinator Danielle Garcia

Risk Management Review
Approved as written: see email attached Date: 11-25-19
Edith Gibson or Karen Donaldson

County Attorney Review
Approved as written: see email attached Date: 12-4-19 = 12-15-20
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:
Clerk Finance
Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Monday, November 25, 2019 9:49 AM
To: DeRita Mason
Subject: RE: C17-2480-FM Amendment-Chem-Aqua, Inc.

DeRita

This is approved by risk management. Please note that insurance currently in file is expired. Please request current insurance certificate prior to completing amendment.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com

Risk Management has moved
Please note new Address



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, November 22, 2019 4:07 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: C17-2480-FM Amendment-Chem-Aqua, Inc.

Good afternoon,

Please review and approve the attached.

Thank you,

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, January 15, 2020 12:38 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: C17-2480-FM Chem Aqua Amendment
Attachments: 2nd amendment to C17-2480-FM.docx

Attached are my revisions. As revised this is approved for legal purposes.

Kerry A. Parsons, Esq.



1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, January 13, 2020 2:47 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: C17-2480-FM Chem Aqua Amendment
Importance: High

Kerry,

You previously approved this on December 4, 2019.

I made a few changes to the amendment and wanted you to give it a quick review.-they are highlighted in yellow for easy review.

I also added attachment D to the renewal/amendment.

The department would like to take this to the board on January 21, 2020.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, December 4, 2019 4:32 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: C17-2480-FM Amendment-Chem-Aqua, Inc.
Attachments: 2nd amendment to C17-2480-FM.docx

I made some further revisions. It is going to need to be reformatted. As revised it is approved for legal purposes. I do not need to see it again.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, November 25, 2019 12:32 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: C17-2480-FM Amendment-Chem-Aqua, Inc.

Kerry,

See revised amendment/renewal.

Thank you,

DeRita Mason





CONTRACT#: C17-2480-FM
CHEM-AQUA, INC.
WATER TREATMENT SERVICES
EXPIRES: 10/26/2020

SECOND AMENDMENT AND RENEWAL OF THE AGREEMENT BETWEEN
OKALOOSA COUNTY, FLORIDA AND
CHEM-AQUA, INC.
CONTRACT NO. C17-2480-FM

This Second Amendment and Renewal to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Chem-Aqua, Inc., executed this 4th day of February, 2020, is made a part of the original Agreement dated October 27 2016, Contract No. C17-2480-FM (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their first option to renew the original Agreement for an additional one (1) year term in accordance with Section three (3) of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence October 27, 2019 and shall terminate no later than October 26, 2020. The County wishes to retroactively date the renewal start on October 27, 2019.
3. **AMENDED TERMS OF CONTRACT.** The County and Contractor wish to add the Crestview Courthouse and the Emergency Operations Center to the contract and provide water treatment services. The scope of services to be provided to those locations are attached as Attachment "D" and hereby made a part of the contract.
4. **INSURANCE.** Effective for the term of renewal, the parties wish to amend Attachment "B" of the original Agreement "Insurance Requirements" and replace with Attachment "A" of this Amendment.
5. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Stay the same as set forth in Section two (2) of the original Agreement ("Compensation") and/or any amendments thereto.
6. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the



boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "B". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

7. **CIVIL RIGHTS.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

8. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails



or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

9. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated October 27, 2016 and any amendments thereto, shall remain in full force and effect.

10. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

WITNESS:



Signature

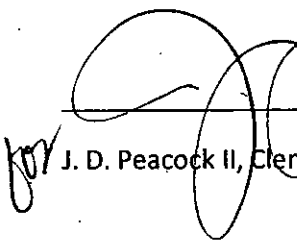
Steven Long

Print Name

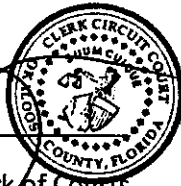
BY: Chem-Aqua

ATTEST:

OKALOOSA COUNTY, FLORIDA



J. D. Peacock II, Clerk of Courts





Robert A. "Trey" Goodwin III, Chairman





ATTACHMENT "A"
Insurance Requirements



GENERAL CONSTRUCTION INSURANCE REQUIREMENTS

REVISED: 06/08/2018

CONTRACTORS' INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance policies applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.



WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal Worker' Compensation Laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be



purchased to meet the Limits of Liability specified in this Agreement.

3. Commercial General Liability coverage shall be endorsed to include the following:

- 1.) Premises – Operation Liability
- 2.) Occurrence Bodily Injury and Property Damage Liability
- 3.) Independent Contractor’s Liability
- 4.) Completed Operations and Products Liability

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker’s Compensation	
a.) State	Statutory
b.) Employer’s Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence for Products and Completed Operations
5. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS



Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479-A Old Bethel Rd, Crestview, Florida, 32536.
2. The Contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.



The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



ATTACHMENT "B"
Scrutinized Companies Certificate

Contract No. _____

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate _____, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: 1/21/2020

SIGNATURE: 

COMPANY: Chem-Aqua

NAME: Steven Long
(Typed or Printed)

ADDRESS: P.O. Box 152170
Irving, TX 75015

TITLE: Technical Consultant

E-MAIL: Steve.Long@chemaqua.com

PHONE NO.: (800) 527-9919



PHONE NO.: _____

ATTACHEMENT "C"
Civil Rights Clauses

Contract No. _____



Attachment "C_"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).



Mr. Randy Overly
Maintenance Supervisor
Okaloosa Co. Facility Maintenance

RE: ~~Okaloosa Co. Courthouse (Crestview, FL)~~

- Chem-Aqua will provide a water treatment program for the HVAC equipment at the Okaloosa Co Courthouse in Crestview, FL. System consists of 2 water cooled chillers, 2 cooling towers, 1 chilled water loop and 1 hot water loop.
- Chiller/tower system will be treated with a scale & corrosion inhibitor and a dual biocide program (1 oxidizing biocide and 1 non-oxidizing biocide) that is in compliance with ASHRAE 188 & CTI guidelines for best practices for Legionella control.
- Chilled & Hot loops will be treated with a nitrite based inhibitor to control corrosion.
- Treatment & service for Okaloosa Co Courthouse will be \$1125.00 per quarter (\$4500.00 per year).

Routine Service Visits

Initially, service visits will be provided as often as necessary to ensure that the conversion to Chem-Aqua goes smoothly and all water treatments systems are functioning properly. Thereafter, normal service visits will be provided monthly. During routine visits, your Chem-Aqua Representative will:

- Perform an onsite analysis of system waters and document the results.
- Chemical inventory levels will be checked and noted on the Service Report.
- Log sheets will be reviewed and where appropriate, discussed with plant personnel.
- Pretreatment and chemical feed/control equipment will be checked and calibrated as necessary.
- Troubleshoot pretreatment and chemical feed/control equipment as required. Written recommendations will be made where equipment cannot be repaired on site.
- On site operator training will be provided as required.
- An electronic service report will be provided each service visit. This report will document the conditions found and present recommendations for corrective measures.
- The results of each service visit will be discussed with the appropriate plant personnel.
- Non-routine problems will be promptly referred to the Corporate Technical Support Group.
- Service results will be documented on our SMART Reports system. SMART Reports capture plant service results into a local database on the Reps laptop for later synchronization to the corporate database. This allows for corporate and engineering oversight plus summary reporting. It also

provides data management capabilities that will help maximize the effectiveness of your operation and lower costs. Through our SMARTSite, corporate customers with log in credentials can see a list of their sites and review service reports at their convenience.

- A copy of each Service Report will be electronically transmitted to the appropriate corporate personnel per your specifications.
- Call Out Service Available. Should you need us anytime outside of our normal visits, just call us. Our goal is to be there when you need us.
- Laboratory Testing
Chem-Aqua maintains a full-service analytical laboratory that is available to help prevent, diagnose, and solve water treatment problems. We can provide services that include (but is not limited to) water testing, corrosion testing, deposit testing, microbiological testing, glycol testing, failure analysis, metallurgy testing, and ion exchange resin testing. Because of the importance of good microbiological control, Chem-Aqua maintains a modern, well-equipped microbiology laboratory dedicated to serving our water treatment customers. This gives us the in-house capability to perform the types of tests needed to help prevent and solve complex problems.



Mr. Randy Overly
Maintenance Supervisor
Okaloosa Co. Facility Maintenance

RE: ~~Okaloosa Co. Emergency Management (EOC)~~*

- Chem-Aqua will provide a water treatment program for the geothermal closed loop at Okaloosa Co. Emergency Management (EOC). System will be treated with a nitrite based inhibitor for corrosion control (system is not currently treated). A biocide treatment will be added to kill the existing biological growth problem.
- Chem-Aqua will provide testing & service for the new closed circuit cooling tower system. Feed equipment & treatment for the tower system are being provided for the 1st year by Daikin Applied.
- Treatment & service for EOC will be \$1092.50 per quarter (\$4370.00 per year).

Routine Service Visits

Initially, service visits will be provided as often as necessary to ensure that the conversion to Chem-Aqua goes smoothly and all water treatments systems are functioning properly. Thereafter, normal service visits will be provided monthly. During routine visits, your Chem-Aqua Representative will:

- Perform an onsite analysis of system waters and document the results.
- Chemical inventory levels will be checked and noted on the Service Report.
- Log sheets will be reviewed and where appropriate, discussed with plant personnel.
- Pretreatment and chemical feed/control equipment will be checked and calibrated as necessary.
- Troubleshoot pretreatment and chemical feed/control equipment as required. Written recommendations will be made where equipment cannot be repaired on site.
- On site operator training will be provided as required.
- An electronic service report will be provided each service visit. This report will document the conditions found and present recommendations for corrective measures.
- The results of each service visit will be discussed with the appropriate plant personnel.
- Non-routine problems will be promptly referred to the Corporate Technical Support Group.
- Service results will be documented on our SMART Reports system. SMART Reports capture plant service results into a local database on the Reps laptop for later synchronization to the corporate database. This allows for corporate and engineering oversight plus summary reporting. It also provides data management capabilities that will help maximize the effectiveness of your operation

and lower costs. Through our SMARTSite, corporate customers with log in credentials can see a list of their sites and review service reports at their convenience.

- A copy of each Service Report will be electronically transmitted to the appropriate corporate personnel per your specifications.
- Call Out Service Available. Should you need us anytime outside of our normal visits, just call us. Our goal is to be there when you need us.
- Laboratory Testing
Chem-Aqua maintains a full-service analytical laboratory that is available to help prevent, diagnose, and solve water treatment problems. We can provide services that include (but is not limited to) water testing, corrosion testing, deposit testing, microbiological testing, glycol testing, failure analysis, metallurgy testing, and ion exchange resin testing. Because of the importance of good microbiological control, Chem-Aqua maintains a modern, well-equipped microbiology laboratory dedicated to serving our water treatment customers. This gives us the in-house capability to perform the types of tests needed to help prevent and solve complex problems.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/28/2016

Contract/Lease Control #: C17-2480-FM

Bid #: ITQ FM 90-16

Contract/Lease Type: CONTRACT

Award To/Lessee: CHEM-AQUA, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/27/2016

Expiration Date: 10/26/2019 W/2 1 YR RENEWALS

Description of Contract/Lease: WATER TREATMENT SERVICES

Department: FM

Department Monitor: OVERLY

Monitor's Telephone #: 850-689-5790

Monitor's FAX # or E-mail: ROVERLY@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/19/2018

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).

PRODUCER MHBT, a Marsh & McLennan Agency, LLC company 8144 Walnut Hill Lane 16th Floor Dallas TX 75231-TX	CONTACT NAME: Elizabeth Gilbert	
	PHONE (A/C No. Ext): 972-770-1600	FAX (A/C. No): 972-770-1699
E-MAIL ADDRESS: Elizabeth_Gilbert@mhbtc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Aspen Specialty Insurance Company		10717
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED Chem-Aqua, Inc. 2727 Chemsearch Blvd. Irving, TX 75062	NCHCOR1
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COVERAGES **CERTIFICATE NUMBER:** 995460950 **REVISION NUMBER:**

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.

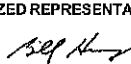
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Blkt Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			ERAEYV718	4/30/2018	4/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			ISAH2516759A	4/30/2018	4/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR064789880	4/30/2018	4/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER All States E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 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 includes: Okaloosa County

The General Liability policy includes Blanket Additional Insured Endorsements
 The Automobile Liability policy includes Blanket Additional Insured Endorsement
 Blanket Endorsements applies to Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

C17-2480-FM

CERTIFICATE HOLDER Facilities and Parks Maintenance Okaloosa County 5479A Old Bethel Road Crestview FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2017

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 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).

PRODUCER MHBT, a Marsh & McLennan Agency, LLC company 8144 Walnut Hill Lane 16th Floor Dallas TX 75231-TX	CONTACT NAME: Linda Stewart PHONE (A/C, No, Ext): 972-770-1600 E-MAIL ADDRESS: Linda_Stewart@mhbt.com	FAX (A/C, No): 972-770-1699	
	INSURER(S) AFFORDING COVERAGE		
INSURED NCHCOR1 Chem-Aqua, Inc. 2727 Chemsearch Blvd. Irving, TX 75062	INSURER A: ACE American Insurance Company		NAIC # 22667
	INSURER B: Aspen Specialty Insurance Company		10717
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 346158336 **REVISION NUMBER:**

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ERAEV717	4/30/2017	4/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ISAH09056300	4/30/2017	4/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	WLRC64409505	4/30/2017	4/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER All States E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 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)

The General Liability policy includes Blanket Additional Insured Endorsements
The Automobile Liability policy includes Blanket Additional Insured Endorsement
Blanket Endorsements apply to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status

**Contract # C17-2480-FM
CHEM-AQUA, INC.**

C17-2480-FM

CERTIFICATE HOLDER

**WATER TREATMENT SERVICES
EXPIRES: 08/30/2022**

Okechoosa County
602-C North Pearl Street
Crestview FL 32536

THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

**AMENDMENT ONE TO CONTRACT #C17-2480-FM
FOR ITQ FM 90-16
WITH CHEM-AQUA, INC.
PROVIDE WATER TREATMENT SERVICES**

This Amendment One to Contract C17-2480-FM is made and entered into on this 12 day of September 2017, by and between Okaloosa County, Florida, (hereinafter referred to as the "County") whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Chem-Aqua, Inc., (hereinafter the "Contractor"), a foreign profit corporation certified to conduct business in the State of Florida, whose principal address is 2727 Chemsearch Blvd, Irvin, Texas 75062, and states as follows:

WHEREAS, on October 27, 2016, the County and Chem-Aqua, Inc. entered into contract, C17-2480-FM, for Water Treatment Services; and

WHEREAS, in an effort to consolidate services provided to various departments, the County now desires to include water treatment services for the Emerald Coast Convention Center into the list of County facilities under this contract.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C17-2480-FM as follows:

1. C17-2480-FM, is amended to add the Emerald Coast Convention Center to the Okaloosa County Facilities list on page GSC-3 (Quote Requirements), attached hereto.
2. All other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

CHEM-AQUA, INC.

Signature: 

Print Name: Steve Long

Date: 8/18/17

OKALOOSA COUNTY, FLORIDA

By: 
John Hofstad, County Administrator

Date: 9/12/17

QUOTE REQUIREMENTS

Water Treatment Services

For Okaloosa County Facilities

ITQ: 90-16

ITQ Item: Water Treatment Services

This quote request is for the Water Treatment Services at the Okaloosa County Facilities listed below:

Okaloosa County Admin Building, 1250 Eglin Pkwy, Shalimar FL 32547

1. One (1) hot water close loop, one (1) chill water close loop, one (1) hot water boiler heating, and two (2) chillers.

Okaloosa County Jail, 1200 E. James Lee Blvd, Crestview, FL 32539

1. One (1) hot water close loop, one (1) chill water close loop, one (1) hot water boiler heater, and two (2) chillers.

Okaloosa County Air Terminal

1. One (1) chill water close loop, one (1) hot water close loop, two (2) hot water boilers heating, and two (2) chillers.

Okaloosa County Water & Sewer Admin Bldg., 1808 Lewis Turner Blvd., Ft. Walton Beach, FL 32547

1. One (1) chill water close loop and two (2) chillers.

Okaloosa Courthouse Annex, 1940 Lewis Turner Blvd., Fort Walton Beach, FL 32547

1. One (1) hot water close loop, one (1) chill water close loop, one (1) hot water boiler heating, and one (1) chiller.

Emerald Coast Convention Center, 1250 Miracle Strip Pkwy SE, Fort Walton Beach, FL 32548

- 1. One (1) chill water close loop, two (2) chillers, and one (1) cooling tower.**

It is the County's intent to enter into a contract with a contractor to provide the services described within these specifications.

Quotes must be submitted to the Okaloosa County Purchasing Department, 5479A Old Bethel Rd., Crestview, FL 32536; phone number (850) 689-5960.

Quotes are due, October 17, 2016, no later than 4:00pm

All questions concerning this Invitation to Quote must be submitted in writing, to the Purchasing Department.

QUOTE SHEET

RESPONSIBILITY OF CONTRACTOR

1. Insurance -All contractors will be covered by Workers' Compensation, Liability Insurance, and Automobile Insurance. The contractor must provide the County of a Certificate of Insurance listing Okaloosa County as Additional Insured. The contractor must also sign the County's Hold Harmless form (see attached).
2. MSDS & Spill Control-All MSDS shall be maintained at each site. Also a spill management plan which includes the steps to be taken in case of a spill, emergency and contractor phone numbers shall be maintained and properly labeled at each site. Contractor must show the ability to respond to a spill within four (4) hours at any time. Contractor is responsible for cleaning up any spill which may occur to the contractor's products. A log book of each visit to the sites will be maintained which indicates the results of the testing, dates, adjustments to equipment and treatments, and recommendations of the County personnel.

PRICING

The following schedule will be paid for the facilities. Each price is a quarterly price for all services required in this Request for Qualifications.

Okaloosa County Admin Building	<u>\$300.00</u>	(Quarterly)
Okaloosa County Jail	<u>\$200.00</u>	(Quarterly)
Okaloosa County Air Terminal	<u>\$600.00</u>	(Quarterly)
Okaloosa County Water & Waste Sewer	<u>\$150.00</u>	(Quarterly)
Okaloosa Courthouse Annex	<u>\$300.00</u>	(Quarterly)
<u>Emerald Coast Convention Center</u>	<u>\$1,125.00</u>	<u>(Quarterly)</u>

<u>Chem-Aqua</u>	<u>10/14/16</u>
Company Name	Date
<u>4430 Wade Green Road</u>	
<u>Suite 180, #150</u>	
<u>Kennesaw, GA 30144</u>	<u>850-261-2556</u>
Address	Phone Number
<u>Steve.Long@chemaqua.com</u>	<u>678-909-3173</u>
Email Address	Fax Number

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C17-2480-FM Tracking Number: 2303-17
Procurement/Contractor/Lessee Name: Chem-Aqua, Inc Grant Funded: YES ___ NO ___
Purpose: Amendment One
Date/Term: _____ 1. GREATER THAN \$50,000
Amount: _____ 2. GREATER THAN \$25,000
Department: TDD 3. \$25,000 OR LESS
Dept. Monitor Name: Dunworth

Purchasing Review

Procurement or Contract/Lease requirements are met:

Ch - Powell Date: 7/13/2017
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written: Not Required

Grants Coordinator Renee Biby Date: _____

Risk Management Review

Approved as written:
Krystal King Date: 7-17-17
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: See Approval Dated Date: 7/18/17

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants Office

Document has been received:

Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris Date: _____

**TOURIST DEVELOPMENT DEPARTMENT
CONTRACT APPROVAL FORM**

CONTRACTOR NAME: CHEM-AQUA, INC.


PURPOSE: Amendment to include ECCC into water treatment services

TERM: October 27, 2016 to October 26, 2019, plus renewals

AMOUNT: \$600.00 annually for ECCC facility

I have reviewed the above-referenced Contract and find it to be in compliance with the Tourist Development Department Operations & Procedures Manual, the Okaloosa County Purchasing Manual and applicable local, state and federal laws, rules and regulations.

(Initial applicable authorization)

 This approval authorizes the contract to be entered into by the County and executed by the appropriate authorizing official in accordance with the Okaloosa County Purchasing Manual.

_____ This approval authorizes the payment under the Contract to be processed for payment.

APPROVED AS TO FORM AND LEGALITY:



TDD ATTORNEY

for
LYNN HOSHIHARA

JULY 18, 2017

Matthew Young

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, July 21, 2017 9:02 AM
To: Matthew Young
Subject: FW: Water Treatment Services
Attachments: Contract Approval Form - Amendment 1 Chem-Aqua 7-18-17.pdf

Hopefully to make your life easier, attached is the electronic version of the Chem-Aqua approval.

From: Parsons, Kerry
Sent: Tuesday, July 18, 2017 5:00 PM
To: 'Charles Powell'; 'Charlotte Dunworth'
Cc: Lynn Hoshihara
Subject: RE: Water Treatment Services

Hey Charles:

Further revisions to the amendment were necessary as there were some incorrect dates and additional information needed to be added to the WHEREAS clauses. That being said, I took the liberty to make those revisions. Attached please find the revised amendment which is approved for legal purposes.

Hey Charlotte:

Attached is the Blue Sheet, do you want me to send the original to you or Purchasing?

Have a good day,
Kerry

From: Charles Powell [<mailto:cpowell@co.okaloosa.fl.us>]
Sent: Tuesday, July 18, 2017 9:47 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: Water Treatment Services

Hi Kerry,

Is this approved for legal sufficiency? Thanks

Respectfully,
Charles Powell

From: Charlotte Dunworth
Sent: Friday, July 14, 2017 6:15 AM
To: Charles Powell <cpowell@co.okaloosa.fl.us>
Cc: Allen Lassiter <alassiter@co.okaloosa.fl.us>; Hoshihara, Lynn <lhoshihara@ngn-tally.com>; Parsons, Kerry <KParsons@ngn-tally.com>
Subject: RE: Water Treatment Services

Happy Friday Charles,
ECCC should be the same price as Water & Sewer because they have the same equipment being serviced. According to my calculation attached, the contract value is \$34K over the five year potential life and still within John's approval. Thanks!

Sunny Regards,
Charlotte Dunworth
Finance, Administration, & Compliance Manager
850.609.5385 phone
cdunworth@co.okaloosa.fl.us



Emerald Coast Convention & Visitors Bureau
1540 Miracle Strip Parkway SE
Fort Walton Beach, FL 32548
EmeraldCoastFL.com

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Charles Powell
Sent: Thursday, July 13, 2017 3:03 PM
To: Charlotte Dunworth <cdunworth@co.okaloosa.fl.us>
Cc: Allen Lassiter <alassiter@co.okaloosa.fl.us>; Hoshihara, Lynn <lhoshihara@ngn-tally.com>; Parsons, Kerry <KParsons@ngn-tally.com>
Subject: RE: Water Treatment Services

Hi Charlotte,

I have attached the amendment for review. Can you recalculate the amounts to determine if it is still under John's signature or if we need to take it to the Board?

Let me know if you have any questions.

Respectfully,
Charles Powell

From: Charlotte Dunworth
Sent: Thursday, July 13, 2017 1:37 PM
To: Charles Powell <cpowell@co.okaloosa.fl.us>
Cc: Allen Lassiter <alassiter@co.okaloosa.fl.us>; Hoshihara, Lynn <lhoshihara@ngn-tally.com>; Parsons, Kerry <KParsons@ngn-tally.com>
Subject: RE: Water Treatment Services

Hi Charles – ECCC has confirmed Chem-Aqua contract scope is good. Please prepare an amendment:

Emerald Coast Convention Center, 1250 Miracle Strip Pkwy
One (1) Chill water close loop and Two (2) Chillers

Thanks!

Sunny Regards,
Charlotte Dunworth
Finance, Administration, & Compliance Manager
850.609.5385 phone
cdunworth@co.okaloosa.fl.us



Emerald Coast Convention & Visitors Bureau
1540 Miracle Strip Parkway SE
Fort Walton Beach, FL 32548
EmeraldCoastFL.com

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Thursday, July 13, 2017 11:28 AM
To: Charles Powell <cpowell@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; Charlotte Dunworth <cdunworth@co.okaloosa.fl.us>
Subject: RE: Water Treatment Services

Hey Charles:

Additional Okaloosa County Facilities can be added via an amendment into this contract for the same water treatment. If the scope of the actual treatment is different than the rest then I think we would need to go back out. But again, based the fact that they are just looking to add the facility you can do so. That being said, you will need to recalculate the amounts under this contract and see if adding the additional facilities will keep it in John's threshold or exceed his threshold. If it exceeds his threshold you will need to have it go before the board for ratification at the time of adoption of the amendment.

Please let me know if you have any questions,
Kerry

From: Charles Powell [<mailto:cpowell@co.okaloosa.fl.us>]
Sent: Wednesday, July 12, 2017 10:11 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: Water Treatment Services

Hi Kerry,

Can you please read Charlotte's question below and provide a legal opinion. I know normally we add language to the contracts allowing other Departments to use the service. I do not see that language in this contract. Can TDD be added to contract C17-2480-FM or will they need to go out for separate quotes?

Please advise.

Respectfully,
Charles Powell

From: Charlotte Dunworth
Sent: Wednesday, July 12, 2017 8:09 AM
To: Charles Powell <cpowell@co.okaloosa.fl.us>
Cc: Allen Lassiter <alassiter@co.okaloosa.fl.us>
Subject: Water Treatment Services

Hi Charles,
C07-1529-TDC with Zee Company for ECCC cooling tower is indefinite and the vendor is requesting a price increase. The County currently has contract C17-2480-FM with Chem-Aqua for water treatment services. Would it be possible to do an amendment to that contract to include ECCC or should we go out for quotes separately? I would think it would be beneficial to consolidate all services under one vendor. Please advise... thanks!

Sunny Regards,
Charlotte Dunworth
Finance, Administration, & Compliance Manager
850.609.5385 phone
cdunworth@co.okaloosa.fl.us



Emerald Coast Convention & Visitors Bureau
1540 Miracle Strip Parkway SE
Fort Walton Beach, FL 32548
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CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Search Results

Current Search Terms: CHEM-AQUA INC.*

Your search for "CHEM-AQUA" INC.*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	CHEM-AQUA, INC.	Status: Active	<input type="button" value="View Details"/>
DUNS: 129308545	CAGE Code: 1HCN4		
Has Active Exclusion?: No	DoDAAC:		
Expiration Date: 09/16/2017	Delinquent Federal Debt? No		
Purpose of Registration: All Awards			

Glossary

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SAM | System for Award Management 1.0

IBM v1.P.53.20161012-1315

WWW3

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**CONTRACT
FOR ITQ FM 90-16
WITH CHEM-AQUA
PROVIDE WATER TREATMENT SERVICES**

This Contract executed and entered into this 27th day of October, 2016, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address 1250 N. Eglin Parkway, Shalimar, FL 32579, and Chem-Aqua, Inc., a foreign profit corporation certified to conduct business in the state of Florida, whose principal address is 2727 Chemsearch Blvd, Irvin, TX 75062 (hereinafter the "Contractor"), and states as follows:

WITNESSETH:

I. Incorporation of Documents

The following documents are incorporated by reference into this Contract and are attached as Exhibit "A":

1. Invitation to Quote & Acknowledgment/Contractor's Submittal, **ITQ FM 90-16, WATER TREATMENT SERVICES**, date of opening October 17, 2016 and any addendums thereto.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. All attachments stated above and this Contract are the entire Contract Documents between the parties.

II. Scope of Services and Payment

The Scope of this Contract is for the Contractor to provide water treatment services. Further detail of the scope is outlined in attached Exhibit "A".

Contractor shall be paid quarterly per building they treat in accordance with the pricing outline in its submittal, as further detailed in attached Exhibit "A" - Bid Sheet.

III. Duration of Contract and Termination of the Contract

The term of this Contract shall begin upon full execution of this Contract by both parties. The term will be for three (3) years and may be renewed for up to two (2) additional one (1) year periods upon mutual agreement in writing. The County may terminate the Contract with or without cause by providing thirty (30) calendar days written notice to the Contractor. If terminated, Contractor shall be owed for services provided and accepted by the County up until the point of termination.

IV. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Randy Overly
Facility Maintenance
5489 Old Bethel Rd.
Crestview, FL 32536
Phone: 850-689-5790
roverly@co.okaloosa.fl.us

The authorized representative(s) for Contractor. shall be:

Steve Long
Technical Consultant
Chem-Aqua, Inc.
4430 Wade Green Rd.
Suite 180, #150
Kennesaw, GA 30144
Phone: 850-261-2556
Email: steve.long@chemaqua.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: jallen@co.okaloosa.fl.us

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

V. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the state courts of Okaloosa County.

VI. Public Records, Records Retention and Audits

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL, 32536 PHONE: (850) 689-5977, riskinfo@co.okaloosa.fl.us.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
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 provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, 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 service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Contractor shall maintain all records pertaining to this Contract for a period of three (3) years after completion of this Contract. The County and or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

VII. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

VIII. Entire Contract & Waivers

This Contract and Exhibit "A" as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

IX. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

X. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XI. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XII. Indemnification and Hold Harmless

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.

XIII. Taxes

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Contract.

XIV. Representation on Authority to Contractor/Signatory

The individual signing this Contract on behalf of the Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The Contractor represents and warrants to the County that the execution and delivery of the Contract and the performance of Contractor's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

CHEM-AQUA, INC.



Signature

Steve Long

Print Name

Date: 10 / 26 / 2016

ATTEST:

Not Applicable
DM

J.D. Peacock II, Clerk *10/28/16*

OKALOOSA COUNTY, FLORIDA



John Hofstad, County Administrator

Date: 10 / 27 / 14



EXHIBIT "A"

INVITATION TO QUOTE & ACKNOWLEDGEMENT

ITQ TITLE:

WATER TREATMENT SERVICES

ITQ NUMBER:

ITQ FM 90-16

LAST DAY FOR QUESTIONS:

October 10, 2016, 3:00 P.M. CT

ITQ DUE DATE & TIME:

October 17, 2016 4:00 P.M. CT

NOTE: QUOTES RECEIVED AFTER THE QUOTE DUE DATE WILL NOT BE ACCEPTED.

Okaloosa County, Florida solicits your company to submit a quote on the above referenced goods or services. All terms, specifications and conditions set forth in this ITQ are incorporated into your response. A quote will not be accepted unless all conditions have been met. All quotes must have an authorized signature in the space provided below. All envelopes containing sealed qualifications must reference the "ITQ Title", "ITQ Number" and the "ITQ Due Date & Time" Okaloosa County is not responsible for lost or late delivery of quotes by the U.S. Postal Service or other delivery services used by the respondent. Electronically submitted quotes will be accepted. Quotes may not be withdrawn for a period of sixty (60) days after the quote opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR QUOTE. QUOTES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Chem-Aqua

MAILING ADDRESS 4430 Wade Green Road
Suite 180, #150

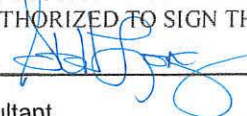
CITY, STATE, ZIP Kennesaw, GA 30144

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 75-2761907

TELEPHONE NUMBER: 850-261-2556 EXT: N/A FAX: 678-909-3173

EMAIL: Steve.Long@chemaqua.com

I CERTIFY THAT THIS QUOTE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER QUOTER SUBMITTING A QUOTE FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS QUOTE AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS QUOTE FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME Steve Long

TITLE: Technical Consultant DATE: 10/14/16

NOTICE TO QUOTERS
ITQ 90-16

The Okaloosa County Board of County Commissioners under the County policy, request quotes from respondents for Water Treatment Services. The County desires services of a qualified respondent with proven performance as outlined in the Requirements section of this packet.

Interested respondents desiring consideration shall provide an original and two (2) copies (total of three (3)) of their Request to Quote (ITQ) response with the agency's area of expertise identified. Submissions should be portrait orientation, unbound, and 8 ½" x 11" where practical.

Quote documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **October 17, 2016 at 4:00 p.m.** in order to be considered. All quotes received after the stated time and date will be returned unopened and will not be considered.

All originals must have original signatures in blue ink.


All submittals shall be addressed as follows:

ITQ 90-16 WATER TREATMENT SERVICES

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery

The County reserves the right to award to the firm submitting a responsive quote with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in quotes received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision will be final.

 _____ Zan Fedorak Purchasing Manager	<u>9/29/16</u> _____ Date
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OKALOOSA COUNTY

BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.

Chairman

QUOTE REQUIREMENTS

Water Treatment Services

For Okaloosa County Facilities

ITQ: 90-16

ITQ Item: Water Treatment Services

This quote request is for the Water Treatment Services at the Okaloosa County Facilities listed below:

Okaloosa County Admin Building, 1250 Eglin Pkwy, Shalimar FL 32547

1. One (1) hot water close loop, one (1) chill water close loop, one (1) hot water boiler heating, and two (2) chillers.

Okaloosa County Jail, 1200 E. James Lee Blvd, Crestview, FL 32539

1. One (1) hot water close loop, one (1) chill water close loop, one (1) hot water boiler heater, and two (2) chillers.

Okaloosa County Air Terminal

1. One (1) chill water close loop, one (1) hot water close loop, two (2) hot water boilers heating, and two (2) chillers.

Okaloosa County Water & Sewer Admin Bldg., 1808 Lewis Turner Blvd., Ft. Walton Beach, FL 32547

1. One (1) chill water close loop and two (2) chillers.

Okaloosa Courthouse Annex, 1940 Lewis Turner Blvd., Fort Walton Beach, FL 32547

1. One (1) hot water close loop, one (1) chill water close loop, one (1) hot water boiler heating, and one (1) chiller.

It is the County's intent to enter into a contract with a contractor to provide the services described within these specifications.

Quotes must be submitted to the Okaloosa County Purchasing Department, 5479A Old Bethel Rd., Crestview, FL 32536; phone number (850) 689-5960.

Quotes are due, October 17, 2016, no later than 4:00 pm

All questions concerning this Invitation to Quote must be submitted in writing, to the Purchasing Department.

Scope of Work

- A.** The contractor shall provide labor and materials for complete waterside protection through the treatment of water used for chilled water and heating closed loops and evaporate cooling tower/condenser systems and equipment as indicated in the attached list and located at various facilities. The complete water treatment program shall provide for the prevention of those conditions enumerated in the section identified as "Performance Specifications."
- B.** The cost of the contract shall be based on the price and quantities of chemicals, price of other materials, and the cost of labor to be provided to affect the "Performance Specifications" herein.
- C.** The contractor shall provide labor and materials to maintain the water softeners installed to the Owner's systems; list attached.
- D.** The cost of chemicals to maintain proper treatment leaves for each system is based on normal system integrity allowing for sampling, bleed, gland leakage, etc. Relief from the quoted costs must be requested in writing with documentation of the integrity if any system is breached or compromised. The contractor is urged to submit any such relief results promptly.
- E.** Operational requirements may dictate a change to the chemical treatment program to achieve the desired program goals. The contractor shall provide for the supply of such additional materials even though they are not part of the original treatment program. Such additional treatment requirements shall be incorporated into the contract by a formal change order to the contract.
- F.** All work performed under this contract shall comply with the regulations and accepted practices of the State of Florida and the United States, for chemical use and handling.
- G.** All chemicals for boiler treatment shall be manufactured and applied in compliance with the Food & Drug Administration Guidelines, Section 21.
- H.** The contractor shall be responsible and liable for any water side physical damage resulting from negligence by its employees or representatives.
- I.** The contractor shall conduct sufficient training of County personnel to allow them to assure proper operations control by observation and testing.
- J.** The contractor shall be available for emergencies on a 24 hour basis for telephone consultation and shall maintain an up to date list of contact phone numbers with the county Maintenance & Operations

Department. The contractor shall have a representative available for on-site consultation within 48 hours if so requested by the Owner.

- K.** The contractor shall inspect and test each boiler or cooling tower system no less than once per month. County reserves the right to request field services of the contractor on a more frequent basis during startup of systems or during periods of anomalous operation as it deems necessary at no additional cost. The contractor shall inspect and test closed loop systems no less than once per month.
- L.** The contractor shall determine the proper chemical feed or injection rates, cycles of connection, blow down rate, bleed rate, and/or make up rate to ensure proper operation of each system to achieve the “Performance Specifications.” Contractor’s personnel shall ensure that the proper equipment is in place, that it is all properly operating, that there are sufficient stores of chemicals in each location and that the proper amount is being fed or injected at the proper times. Contractor’s personnel shall also ensure that the proper cycles of concentration, blow-down or bleed rates and the proper make-up rates are being maintained to ensure proper operation of the program in accordance with the “Performance Specifications.”
- M.** The contractor shall provide, at the beginning of each year of treatment, an executive summary of existing conditions in all systems covered under this contract. The summary shall include at minimum for each system the following information:

 - 1. Existing Water Chemistry
 - 2. Estimated Evaporation
 - 3. Blow-down, bleed, make-up or condensate return rates
 - 4. Proposed treatment chemicals
 - 5. Planned dosage levels, control limits, and required analyses
- N.** The contractor shall provide analyses of make-up water on a timely basis, but no less than one per month, to ensure proper adjustment of treatment levels based on make-up water chemistry.
- O.** The contractor shall accept, for analysis, any water samples taken by the Owner when conditions are suspect.
- P.** The contractor shall determine the appropriate chemical residual levels and the procedures for the maintenance of those levels to ensure that the water treatment program meets the “Performance Specifications.”
- Q.** The contractor shall conduct biological studies of biocide-treated systems on a monthly basis and report the results to the Owner. These may be reduced to a quarterly schedule if the Owner concurs that the treatment program is meeting the “Performance Specifications.” Owner retains the right to return to a monthly schedule if evidence shows that the treatment program does not meet the “Performance Specifications.” On the basis of these studies, the contractor shall modify the treatment program to the “Performance Specifications.”

R. The contractor may sub-contract analytical services required by these specifications, but may not sub-contract the actual treatment and sampling services. Sub-contracting shall not relieve the contractor of responsibility for the meeting of the “Performance Specifications.”

S. The contractor shall submit a monthly report for each system presenting the following:

1. Results of analyses
2. Findings of all inspections
3. Interpretation of the results and findings
4. Any deviations from the performance standards
5. Changes needed to meet the standards
6. Immediate actions for remediation
7. As-found, as-left conditions
8. Inspector’s name
9. Types of testing

A. Types of Testing at Each Location

1. Cooling Towers
 - a. Inhibitor
 - b. Calcium & total hardness
 - c. Alkalinity
 - d. Conductivity
 - e. pH
 - f. Silica
2. Closed Loop
 - a. Nitrite
 - b. pH
 - c. Conductivity
3. Hot Water Boilers
 - a. Nitrite
 - b. pH
 - c. Conductivity
4. Steam Boilers
 - a. Phosphate
 - b. Sulfite
 - c. Alkalinity
 - d. Conductivity
 - e. Feed water hardness
 - f. Steam condensate
 - g. Silica

T. The Contractor shall advise the Owner in writing of the need for actions such as de-scaling, acid cleaning, mechanical cleaning, or any other normal periodic maintenance needed to maintain the ability of the system to meet the “Performance Specifications.”

- U. The contractor shall, at the Owner's request, conduct heat transfer efficiency studies on each system. Studies conducted at the inception of the contract shall determine baseline capability of each system. Periodic studies will be used to determine the contractor's performance in maintaining and improving the efficiency of the systems.

- V. The contractor shall perform test for Legionella on all cooling towers once per year and submit a report of the results of such testing to the Owner. The contractor shall recommend a program of treatment to control Legionella if testing indicates elevated levels.

- W. The contractor shall provide information and assistance for maintaining proper waterslide system protection when seasonal weather changes the operation of the systems. This includes, but it is not limited to: wet or dry lay-up, draining of cooling towers and winterization of related cooling systems.

- X. The contractor shall submit labor rates and repair materials mark-up for repairs outside the scope of this contract, the Owner shall authorize suggested repairs by the contractor only upon receipt of a written estimate and the issuance of a Purchase Order for such repairs. Emergency repairs may have begun before the receipt by the contractor of a Purchase Order number.

- Y. The contractor shall submit estimates of the cost for installation and the additional water softeners.
 - AA. System Listing – A list of the facilities and operating system subject to the contract attached.

 - BB. References – Each bidder must provide a list of at least three (3) references for whom similar have been provided within the past five (5) years. Each list shall include the name of the company or entity, the point of contact and telephone number. Bidders are also required to submit a list of all terminated contracts within the past five (5) years and the reason for termination.

 - CC. The contractor may use automated controllers, analyzers and feeders, with the concurrence of the Owner.

PERFORMANCE SPECIFICATIONS

General

1. Water treatment programs designed for Okaloosa County Facilities waterside systems shall provide for:
 - a. The prevention of biological fouling, deposition of scale, corrosion beyond specified limits, the appearance of slime, mold, rot, fungus, bacteria, algae and their products.
 - b. The prevention of pitting or other loss of metal beyond specified limits.
 - c. The prevention of the appearance of sludge or “gunk.”
 - d. The reduction of corrosive properties of the fluids handled.
 - e. The passivation of waterside surfaces.
 - f. Maintenance of suspended solids and semi-solid colloidal materials in suspension.
 - g. Prevention of any other deleterious or inefficient conditions affection waterside surfaces of treated systems, including reducing existing conditions of this nature.
2. All treatment chemicals supplied shall cause no foaming or produce any disagreeable odors when properly used in the specified amounts or disposed in accordance with EPA regulations.
3. Chemicals proposed for treatment of systems shall not adversely affect the non-metallic materials, such as wood, PVC, ceramic tile, etc., of the systems equipment and surrounding areas and structures.
4. Water treatment programs for the boilers and feed water systems shall:
 - a. Prevent oxygen attack of waterside metals as evidenced by the absence of active tuberculation or pitting of the waterside metal.
 - b. Prevent deposition of feed water impurities on equipment watersides and feed system piping.
 - c. Remove existing deposits gradually, safely, and without clogging piping and water passages.
 - d. Eliminate build-up of sludge of watersides.

Closed Heating & Cooling Systems

1. Ensure pH levels to prevent corrosion of mild steel.
2. Ensure nitrate levels to maintain corrosion rates of 3.0 mils per year or less on mild steel.

Cooling Towers

1. Treatment – The following treatment levels are acceptable for treatment of the above systems. These treatments are readily acceptable in the water treatment industry and have provided the best results for the type of water found in this area: Organic Inhibitor with Zinc, Two Polymers, and Tolytriazole.
 - a. Except with the Owner’s expressed written permission, pH control shall not be dependent upon the addition of acids and alkalis.
 - b. The contractor shall provide a primary and secondary biocide. The primary biocide shall be normally effective against algae, bacteria, molds, fungi, rot, and slime. It shall be used on a regular basis unless and until biological growths thereby controlled evidence immunity to the primary biocide. At such time, the secondary biocide shall be employed. Should the regular application of the secondary biocide fail to control the biological growths, an alternate biocide program using both the primary and secondary biocides shall be implemented.
 - c. The contractor shall provide a tertiary biocide for those cases resistance to efforts detailed above.
 - d. The contractor shall provide a de-foamer for use in those situations where biocide is overfed, either accidentally or purposefully.

- e. Towers are to be drained and cleaned two (2) times a year. This will need to be done early in the mornings so as to not cause system to be down during peak load conditions.

CLOSED HEATING & COOLING SYSTEMS – The treatment program shall maintain the following levels of concentration: bacteria levels below 100,000 bacteria/ml; concentration cycles between 3 and 4; base biocide of 60 PPM.

1. Chilled loop

- a. Nitrate
- b. Borate
- c. Silicate
- d. Tolytriazole

2. Hot water boilers

- a. Nitrite
- b. Borate
- c. Silicate
- d. Tolytriazole

3. Steam boilers

- a. Phosphate & organic sequestrate
- b. Sulfite
- c. Alkalinity
- d. Steam line treatment
- e. Double polymer

TERM:

This agreement shall continue for a period of 3 (three) years and have 2 (two) 1 (one) year renewal periods upon mutual consent of contractor and County.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/09/16

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability

- Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of the project.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

The Respondent agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package

CERTIFICATE OF INSURANCE

- Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL SERVICES SPECIAL BID CONDITIONS

1. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
2. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
3. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

4. **AWARD OF CONTRACT** -

Okaloosa County Review - Okaloosa County designated Staff will review all quotes and will participate in the Recommendation to Award.

The County will award the contract to the lowest-priced respondent, and the County reserves the right to award the contract to the respondent submitting a responsive quote with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all quotes or to waive any irregularity or technicality in quotes received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all quotes, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this quote and to accept the quote that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional quotes and quotes which make it impossible to determine the true amount of the quote. Each item must be quoted separately and no attempt is to be made to tie any item or items to any other item or items.

5. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
6. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
7. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
8. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

9. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

10. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
11. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict

of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

12. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Quote agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

13. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

14. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

15. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

16. **PROTECTION OF RESIDENT WORKERS** - The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

17. **SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
18. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
19. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
20. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
21. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
22. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
23. **The following documents are to be submitted with the bid packet:**
 - A. Drug-Free Workplace Certification Form

- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Recycled Content
- F. Indemnification and Hold Harmless
- G. Company Data
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Quote Sheet

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, 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 Chapter 893, Florida Statutes, 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.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE:

10/14/16

SIGNATURE:



COMPANY:

Chem-Aqua

NAME:

Steve Long

(Typed or Printed)

ADDRESS:

4430 Wade Green Road

Suite 180, #150

Kennesaw, GA 30144

TITLE:

Technical Consultant

E-MAIL:

Steve.Long@chemaqua.com

PHONE NO.:

850-261-2556

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: _____


NO: X

NAME(S)

POSITION(S)

FIRM NAME: Chem-Aqua

BY (PRINTED): Steve Long

BY (SIGNATURE): 

TITLE: Technical Consultant

ADDRESS: 4430 Wade Green Road
Suite 180, #150
Kennesaw, GA 30144

PHONE NO.: 850-261-2556

E-MAIL: Steve.Long@chemaqua.com

DATE: 10/14/16

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE:

10/14/16

SIGNATURE:



COMPANY:

Chem-Aqua

NAME:

Steve Long

ADDRESS:

4430 Wade Green Road

Suite 180, #150

Kennesaw, GA 30144

TITLE:

Technical Consultant

E-MAIL:

Steve.Long@chemaqua.com

PHONE NO.:

850-261-2556

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the No Contact Clause is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board, the County Administrator or members of the Board-approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information that may affect the Review Committee or staff recommendation, submitted after bids/responses are due, shall be directed to the Purchasing Director or designee. The Purchasing Director, or designee, shall determine whether such information should be considered by the Review Committee, staff or Board in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing Chem-Aqua
Signature Company Name

On this 14th day of October 2016 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin or Recycled _____ (Check the applicable blank)? If recycled, what percentage _____%.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes No _____

Specify: In some cases the shipping drums do contain recycled content but unsure of the %.

3. Is your product recyclable after it has reached its intended end use?

Yes No _____

Specify: Yes the drums are recyclable or will be picked up by our service.

The above is not applicable if there is only a service involved with no product involvement.

Name of Respondent: Jerold Murray

Email: Jerold.Murray@nch.com

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Chem-Aqua
Respondent's Company Name


Authorized Signature – Manual

2727 Chemsearch Blvd
Irving, TX 75062
Physical Address

Steve Long
Authorized Signature – Typed

4430 Wade Green Road
Suite 180, #150
Kennesaw, GA 30144
Mailing Address

Technical Consultant
Title

850-261-2556
Phone Number

678-909-3173
FAX Number

850-261-2556
Cellular Number

850-261-2556
After-Hours Number(s)

10/14/16
Date

COMPANY DATA

Respondent's Company Name: Chem-Aqua

Physical Address & Phone #:

2727 Chemsearch Blvd

Irving, TX 75062

800-527-9921

Contact Person (Typed-Printed): Steve Long

Phone #: 850-261-2556

Cell #: 850-261-2556

Email: Steve.Long@chemaqua.com

Federal ID or SS #: 75-2761907

Respondent's License #: ~~XXXXXXXXXX~~ 78-8011956191-0

Fax #: 678-909-3173

Emergency #'s After Hours,
Weekends & Holidays: 850-261-2556

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

QUOTE SHEET

RESPONSIBILITY OF CONTRACTOR

1. Insurance – All contractors will be covered by Workers' Compensation, Liability Insurance, and Automobile Insurance. The contractor must provide the County of a Certificate of Insurance listing Okaloosa County as Additional Insured. The contractor must also sign the County's Hold Harmless form (see attached).
2. MSDS & Spill Control – All MSDS shall be maintained at each site. Also a spill management plan which includes the steps to be taken in case of a spill, emergency and contractor phone numbers shall be maintained and properly labeled at each site. Contractor must show the ability to respond to a spill within four (4) hours at any time. Contractor is responsible for cleaning up any spill which may occur to the contractor's products. A log book of each visit to the sites will be maintained which indicates the results of the testing, dates, adjustments to equipment and treatments, and recommendations of the County personnel.

PRICING

The following schedule will be paid for the facilities. Each price is a quarterly price for all services required in this Request for Qualifications.

Okaloosa County Admin Building	\$ <u>300.00</u>	(Quarterly)
Okaloosa County Jail	\$ <u>200.00</u>	(Quarterly)
Okaloosa County Air Terminal	\$ <u>600.00</u>	(Quarterly)
Okaloosa County Water & Waste Sewer	\$ <u>150.00</u>	(Quarterly)
Okaloosa Courthouse Annex	\$ <u>300.00</u>	(Quarterly)

<u>Chem-Aqua</u>	<u>10/14/16</u>
Company Name 4430 Wade Green Road Suite 180, #150	Date
<u>Kennesaw, GA 30144</u>	<u>850-261-2556</u>
Address	Phone Number
<u>Steve.Long@chemaqua.com</u>	<u>678-909-3173</u>
Email Address	Fax Number

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--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 and belief, 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 making lobbying contacts to 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 cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Chem-Aqua, 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 _____ Signature of Contractor's Authorized Official

Steve Long, Technical Consultant Name and Title of Contractor's Authorized Official

10/14/16 Date



REFERENCES

Gulf Power (Pensacola)	Bob Edmunds	850-444-6815
Crown Healthcare Laundry (Pensacola)	Jerry Brand	850-336-0763
Azalea Trace (Pensacola)	John Velaski	850-857-4924