

**AGREEMENT RELATING TO CHEMICAL WATER TREATMENT
SERVICES FOR ESCAMBIA COUNTY FACILITIES (P.D. 18-19.088)**

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and Triple Point Industries, LLC (hereinafter referred to as "Contractor"), a foreign for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 63-1161600, whose principal address is 3030 Mountain View Way, Bessemer, AL 35020 and whose mailing address is P.O. Box 36423, Birmingham, AL 35236..

WITNESSETH:

WHEREAS, on July 22, 2019, the County issued an Invitation to Bid (P.D. 18-19.088) seeking a contractor to provide chemical water treatment services for Escambia County facilities; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** The term of this Agreement, when fully executed by the parties, shall commence on October 1, 2019, and continue for a term of twelve (12) months expiring on September 30, 2020. Upon mutual agreement of the parties, the agreement may be renewed for two additional twelve (12) month terms. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.
3. **Scope.** Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's *Invitation to Bid, Chemical Water Treatment Services, Specification No. P.D. 18-19.088*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** County shall pay Contractor for services rendered in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Method of Payment/Billing. Contractor may request payment from County for services rendered on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to the designated department representative for each location where services are rendered. Contractor shall also submit an invoice in duplicate detailing all locations serviced to the following:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

7. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. **Insurance.** The Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;
- (c) Pollution and Environmental Impairment Liability with \$1,000,000 per occurrence;
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease; and

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Triple Point Industries, LLC
Attention: President
P.O. Box 36423
Birmingham, AL 35236

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice

was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior notice of the address change.

11 Governing Law. This Agreement 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 County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

13. Entire Agreement. This Agreement 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 Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior

written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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 of the terms and provisions hereof.

17. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

**COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Witness: [Signature] By: [Signature]
Janice P. Gilley, County Administrator

Witness: [Signature] Date: 9/24/19

Approved as to form and legal sufficiency.

BCC Approved: _____

By/Title: Kristin D. Hual, SACA

**CONTRACTOR: TRIPLE POINT INDUSTRIES,
LLC**

Date: 09-04-2019

By: [Signature]
Charles Maynard, President

Witness: [Signature]

Date: 9/9/2019

Witness: [Signature]

EXHIBIT A

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at <https://myescambia.com/our-services/purchasing> then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
 - 5.01 Taxes
 - 5.02 Discounts
 - 5.03 Mistakes
 - 5.04 Condition and Packaging
 - 5.05 Safety Standards
 - 5.06 Invoicing and Payment
 - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
 - 9.01 County Procedure on Acceptance of Gifts
 - 9.02 Contractors Required to Disclose Any Gift Giving
 - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference
(Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: <http://dos.myflorida.com/sunbiz/search/>
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.088, "Chemical Water Treatment", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- 1) Rejection/Disqualification of Submittal,
- 2) Termination of Contract; or
- 3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

This Scope of Service outlines the responsibility of the chemical water treatment company to furnish all professional service, equipment, controls, and the chemicals required to maintain boiler condensate and HVAC open and closed loop systems. The service company will maintain these systems through an aggressive chemical water treatment program.

The chemical water treatment program shall include the following:

- A. All chemical products, controls, piping and feed equipment to maintain all systems essentially free of scale, corrosion, fouling, and microbiological growths. All deliveries of products and equipment into the building shall be the responsibility of the service company without the assistance from County employees, or equipment.
- B. To absorb all repair/maintenance cost associated with the replacement and/or cleaning of the system due to scale, corrosion, fouling, and microbiological activity.
- C. The chemical treatment company shall be a company normally engaged in selling water treatment chemicals and services.
- D. The water treatment company's service representative shall have at least 5 years of experience in the industry. The service representative shall be able to provide professional, knowledgeable consultation, and training for the physical plant personnel on the chemical water treatment company's equipment, controls, and testing equipment.
- E. At least once a month, accurately monitor each chemical water treatment system and service to maintain each system within the industry's standards.
- F. Monthly a typed written report will be prepared for each system to include the following:
 - (1) The discrepancies noted with the system.
 - (2) The recommended corrective action to be taken to resolve the discrepancies.
 - (3) The benefits of taking the corrective action.
 - (4) The consequences, if the corrective action is not taken.

- G. Once a month a meeting with the County's Facilities Management Representative and the Chemical Treatment Company Representative will be scheduled to review the monthly report.

Buildings with Chemical Water Treatment Systems

Location	QTY	Type
Animal Shelter 200 West Fairfield Drive Pensacola, FL 32501	1	Hot Water Closed Loop for Building Heat (Kennel Area Floors)
Central Office Complex 3363 W. Park Place Pensacola, FL 32505	1	Chilled Water Closed Loop for Building Cooling (2 – Air Cooled Chillers: 120 ton)
County Probation 2251 N. Palafox Street Pensacola, FL 32501	1	Chilled Water Closed Loop for Building Cooling (1-Chiller: 80 tons)
	1	Hot Water Closed Loop for Building Heat
Escambia County Governmental Complex 221 Palafox Place Pensacola, FL 32502	1	Hot Water Closed Loop for Building Heat
Escambia County Road Prison 601 Highway 297A Cantonment, FL 32533	1	Hot Water Closed Loop for Building Heat
	1	Chilled Water Closed Loop for Building Cooling (1-Chiller: 50 tons)
	1	Closed Loop Geothermal Condenser Water Loop
Escambia County Jail 2935 North "L" Street Pensacola, FL 32501	1	Steam Boiler Closed Loop Condensate Loop with Water Softener (2-Boilers: 100 HP)
	1	Hot Water closed Loop for Building Heat
Juvenile Justice Center 1800 St. Mary Street Pensacola, FL 32501	1	Hot Water Closed Loop for Building Heat
Marie K. Young Community Center 6405 Wagner Road Pensacola, FL 32505	1	Closed Loop Geothermal Condenser Water Loop System (48 Tons)
M.C. Blanchard Judicial Center 190 W. Government Street Pensacola, FL 32502	1	Hot Water Closed Loop for Building Heat
Pensacola Beach Fire Station 901 Via Deluna Pensacola Beach, FL 32561	1	Closed Loop Geothermal Condenser Water Loop System (18 Tons)
Perdido Key Fire Station 15510 Perdido Key Drive Pensacola, FL 32507	1	Closed Loop Geothermal Condenser Water Loop System (18 Tons)
Public Safety 6575 North "W" Street Pensacola, FL 32505	1	Closed Loop Geothermal Condenser Water Loop System (18 Tons)
Sheriff Administration 1700 W. Leonard Street Pensacola, FL 32501	1	Hot Water Closed Loop for Building Heat
Sheriff Visitation	1	Closed Loop Geothermal Condenser Water Loop

1190 West Leonard Street Pensacola, FL 32501		System: (58 Tons)
Warrington Sheriff Sub-Station 30 North Navy Blvd Pensacola, FL 32507	1	Closed Loop Geothermal Condenser Water Loop System: (21 Tons)

Facility Specific Information

Leonard Street Complex:

The Leonard Street Complex has a Central Energy Plant located at 3103 H Street. The plant is the primary source of chilled water for the Jail, Juvenile Justice, LSC Shop / Sheriffs Paint Booth, and the Sheriffs Administration building.

Jail:

The boiler condensate system is equipped with a water softener.

Downtown:

The Old Court House, Emie Lee Magaha, M.C. Blanchard Judicial Center, Matt Bell, and the Ordon/ Orvis buildings are supplied with chilled water supplied from the Central Energy Plant located in the Chiller Room of the M.C. Blanchard Judicial Center located at 190 West Government Street.

Note: Chemical water treatment for the M.C. Blanchard Judicial Center's Central Energy Plant (1,845 tons) and the Central Energy Plant (1,500 tons) is provided by the company contracted to perform the preventative maintenance and repair of the plants. Therefore, they are not part of this contract's scope of work.

3. Procurement Questions

Questions shall be directed to Savannah Kruse, Purchasing Specialist, at Silkruse@myescambia.com. Last day for questions will be August 12, 2019 at 5:00 p.m. CDT.

4. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on August 06, 2019 at 10 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

Inspection of Facilities: It is the Offeror's responsibility to become fully informed as to

where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for Offeror's inspection of facilities and/or activity schedules may be secured from George Bush, phone 850-595-3190.

6. Safety Regulations

Equipment shall meet all state and federal safety regulations.

7. Codes and Regulations

The awarded Vendor shall strictly comply with all federal, state and local safety codes.

8. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. Debris

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

10. Protection of Property/Security

The awarded Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded Vendor shall provide for removal of all debris from County property.

The awarded Vendor shall at all times guard against damage or loss to property of Escambia County, or of other Vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Offeror or his agent.

The awarded Vendor shall at all times guard against injury to Escambia County employees. The Vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded Vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

11. Emergency Services

The contractor resulting from this solicitation is for services that are required during

EMERGENCY situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the Vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

12. Compliance with Governing Laws and Regulations

The Offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The Offeror should carefully review these requirements.

13. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The contract may be canceled by the awarded Vendor, for good cause, upon ninety (90) days prior written notice.

C. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

D. In the event of termination by either party as provided herein, the awarded Vendor shall be paid for services performed through the date of termination.

14. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

15. Price Adjustment

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

16. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

17. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

18. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

19. Award

Award shall be made on an "all-or-none total" basis.

20. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

21. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

22. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Non-Contract Insurance Requirements

23. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Savannah Kruse, Purchasing Specialist
Office of Purchasing, Room 11.101
P.O. Box 1591

Pensacola, FL 32591-1591
Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Contractor's Equipment Coverage

Contractor's equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the contractor. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

24. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death,

property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit Offers to:
Savannah Kruse
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

Invitation to Bid
Chemical Water Treatment
Solicitation Number PD 18-19.088

Solicitation

MAILING DATE: 07/22/2019

PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10 AM CDT, August 06, 2019.

OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, August 21, 2019, and may not be withdrawn within 90 days after such date and time

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:

63-1161600

Terms of Payment

Net 30

Delivery Date will be 5 days after receipt of purchase order

Reason for No Offer

Vendor Name: Triple Point Industries, LLC

Address: 3030 Mountain View Way

City, ST. & Zip: Bessemer, AL 35020

Phone: (205) 328-0808

Toll Free: (888) 899-6557

Fax: (205) 436-2979

Bid Bond Attached:

\$ 500.00

Charles Maynard, President
(Name and Title of Person Authorized to Sign Offer)

* Charles R Maynard
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

* Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.

Bid Form

Base Bid \$ 14,928.00

Base Bid equals the sum of all Annual Costs noted below)

Location	Address	Monthly Cost	Annual Cost
Animal Shelter	200 W. Fairfield Drive Pensacola, FL 32501	<u>72.00</u>	\$ <u>864.00</u> -
Central Office Complex	3363 W. Park Place, Pensacola, FL 32505	<u>72.00</u>	\$ <u>864.00</u> -

County Probation	2251 N. Palafox Street, Pensacola, FL 32501	72.00	\$ 864.00 -
Escambia County Government Complex	221 Palafox Place, Pensacola, FL 32502	72.00	\$ 864.00 -
Escambia County Road Prison	601 Highway 297A, Cantonment, FL 32533	99.00	\$ 1188.00 -
Escambia County Jail	2935 North "L" Street, Pensacola, FL 32501	209.00	\$ 2508.00 -
Juvenile Justice Center	1800 St. Mary Street, Pensacola, FL 32501	72.00	\$ 864.00 -
Marie K. Young Community Center	6405 Wagner Road, Pensacola, FL 32505	72.00	\$ 864.00 -
M.C. Blanchard Judicial Center	1900 W. Government Street, Pensacola, FL 32502	72.00	\$ 864.00 -
Pensacola Beach Fire Station	901 Via Deluna, Pensacola Beach, FL 32561	72.00	\$ 864.00 -
Perdido Key Fire Station	15510 Perdido Key Drive, Pensacola, FL 32507	72.00	\$ 864.00 -
Public Safety	6575 North "W" Street, Pensacola, FL 32505	72.00	\$ 864.00 -
Sheriff Administration	1700 W. Leonard Street, Pensacola, FL 32501	72.00	\$ 864.00 -
Sheriff Visitation	1190 W. Leonard Street, Pensacola, FL 32501	72.00	\$ 864.00 -
Warrington Sheriff Sub-Station	30 N. Navy Blvd, Pensacola, FL 3250	72.00	\$ 864.00 -

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please indicate by marking an X in the blank (Sec. 46-110.-Local Preference in Bidding).

Yes ___ No X

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 7/25/19 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number

M06000000574

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration # _____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: December 31, 2019

County Permits/Fees Required for this Project: _____

Person to Contact Concerning This Bid:

Name: Charles Maynard

Phone: 205-328-0808

E-Mail: Charles@tpichemical.com

Person to Contact for Emergency Service:

Name: John Thornton

Phone: 251-243-5151

E-Mail: jathornton@tpichemical.com

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. NA
- 2.
- 3.
- 4.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County Florida
(Print Name of Public Entity)

By Charles Maynard, President
(Print Individual's Name and Title)

For Triple Point Industries, LLC
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

3030 Mountain view Way
Bessemer, AL 35020

And (if applicable) its Federal Employer Identification Number (FEIN) is:

63-1161600

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, **FLORIDA STATUTES** FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Chad R. Myers
Signature

Sworn to and subscribed before me this 15th day of August, 2019. Personally known X
OR produced identification _____ Type of Identification: _____

Notary Public: State of Alabama
My Commission Expires November 28, 2020

Andrea S. Register Andrea S. Register
(Printed, Typed, or Stamped Commissioned Name of Notary Public)



Drug-Free Workplace Form

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

Triple Point Industries, LLC does:
(Name of Business)

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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 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 a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

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

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Chet R. Maynard
Offeror's Signature
8/12/2019
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

Is this a Florida Corporation: (Please Circle One)
Yes or No

If not a Florida Corporation:
In what state was it created: Alabama
Name as spelled in that state: Triple Point Industries, LLC

What kind of corporation is it: For Profit or Not for Profit

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
M06000000574

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Charles Maynard Secretary: _____
Vice President: Mary Ellen Maynard Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)
Triple Point Industries, LLC
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: PO Box 36423
City, State, Zip: Birmingham, AL 35236
Street Address: 3030 Mountain View Way
City, State, Zip: Bessemer, AL 35020

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

63-1161600

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

Charles Maynard

E-Mail: Charles@tpichemical.com

Telephone: 205-328-0808

Facsimile: 205-436-2979

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

Charles Maynard

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

President

END

Verified by: _____

Date: _____