

Director of Purchasing

Patrick Snodgrass
Director for Purchasing

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is entered into by and between the School Board of St. Johns County, Florida ("School Board"), 40 Orange Street, St. Augustine, Florida 32084 ("School Board") and U.S. Water Services Corporation ("Vendor"), with an address of 4939 Cross Bayou Blvd, New Port Richey, FL ~~32058~~ effective November 15, 2014. 34652¹⁰⁰

NOW, THEREFORE, the parties agree as follow:

1. Description of Services. Vendor shall perform services for the operation and management of the water treatment plant at South Woods Elementary School as specified in the attached Exhibit A, and agree to all terms and conditions of said attachment.
2. Location of Services. Performance of services cited above will be conducted at South Woods Elementary School, 4750 SR 206 W, Hastings, FL 32145.
3. Term. This Agreement will be effective on the Effective Date, and will remain in effect for a period of one year. At the conclusion of the initial term, the contract may by mutual agreement between the School Board and the Vendor be renewable for up to three (3) additional one (1) year terms.
4. Termination. The School Board may terminate this Agreement for convenience, upon thirty (30) days written notice. Vendor shall be paid for services performed and completed under this Agreement up to the effective date of termination and for expenses, which would be otherwise reimbursable under this Agreement and which Vendor had incurred prior to the effective date of termination.
5. Compensation and Payment. Vendor shall be paid for the services and license as provided for in the quotation attached as Exhibit B. Services shall be provided at the fixed rates specified in the quotation, with no allowance for additional fees or expenses, without the express written agreement of School Board.
6. Independent Contractor. The Vendor certifies that it is an independent contractor and shall not employ, contract with or otherwise use the services of any officer or employee of the School Board. The Vendor certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board.
7. Insurance and Indemnification. The Vendor agrees to indemnify and save harmless the School Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any negligence or other act or

omission on the part of the Vendor, its agents, employees or representatives. The Vendor will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability; (b) workers' compensation where applicable, in the minimum amounts required by the Risk Management Department and Purchasing Department of the School District of St. Johns County, Florida. The Vendor will provide before commencement of work, and attach to this Agreement, certificates evidencing such coverage.

(a) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000 per occurrence and \$2,000,000 per general aggregate. This policy will include the District as an additional insured.

(b) Workers' Compensation Coverage. The workers' compensation insurance will be maintained as required by applicable Florida law.

8. Laws and Regulations. This Agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in accordance with the laws of the State of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this Agreement shall be brought in the state courts of St. Johns County, Florida. The parties shall not violate the code of ethics for public officers and employees, Chapter 112, Florida Statutes.

9. Background Check. The Vendor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in Sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who: (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Vendor or its personnel providing any services under the conditions prescribed in the previous sentence. The Vendor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Vendor and its personnel. The parties agree that the failure of the Vendor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Vendor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Vendor's failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

10. Assignability. This Agreement is for the personal services of the Vendor and may not be assigned by the Vendor except as part of the sale of all or substantially all of Vendor's assets, without the prior written consent of the School Board, which shall not be unreasonably withheld. Neither a sale of all or substantially all Vendor's assets, a stock sale, merger or change in control shall require the School Board's consent. However, in any such event, Vendor's successor shall honor and abide by all the terms and conditions of the Agreement and the accompanying License Agreement.

11. Conduct While on School Property. The Vendor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this Agreement for any agent or employee of the Vendor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health and well being of any student or employee of the School Board. The Vendor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

12. No Taxes. The School Board is not obligated and does not agree to pay any federal, state or local tax as a result of this Agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fundraising.

13. Public Records. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records and other writings made or received by the parties.

14. No Waiver. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

15. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

16. Access to and Retention of Documentation. The School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to work and services to be performed under this Agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or

laws respecting audit, for a period of four years after the School Board has made final payment and all services have been performed under this Agreement.

17. Debarment. By signing this Agreement, Vendor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declare ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Vendor agrees to notify School Board within 30 days after occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations or terminations as described in paragraph 17(a) - (d) above, with respect to Vendor or its principals.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the date first above written.

ATTEST (WITNESS):

THE SCHOOL BOARD OF ST. JOHNS
COUNTY, FLORIDA

By: Vicki Moody
Print Name: Vicki Moody
Title: Executive Assistant

By: Joseph G. Joyner
Joseph G. Joyner, Ed.D.
Superintendent

Date Approved: 11/15/2014

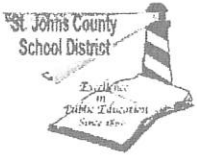
ATTEST (WITNESS):

By: Johnny D. Brooks
Print Name: Johnny D. Brooks
Title: Admin Assist.

VENDOR

By: David B. Schultz
Print Name: DAVID B. SCHULTZ
Title: Sr. VP & C.O.O.
US WATER SERVICES CORP.

Exhibit A

<p style="text-align: center;">St. Johns County School District PURCHASING DEPARTMENT 40 Orange Street St. Augustine, FL 32084</p> <p>RFP TITLE: Operation and Management of Water Treatment Plant</p>		<h2 style="margin: 0;">REQUEST FOR PROPOSAL</h2> <p>RFP NO.: 2014-20 RELEASE DATE: August 27, 2014 <u>SEE RFP FOR MANDATORY MEETING DETAILS</u></p>																								
<p>F.O.B. Destination: District Wide</p>		<p>CONTACT: Patrick Snodgrass Director of Purchasing (904) 547-7700 patrick.snodgrass@stjohns.k12.fl.us</p>																								
<p>RFP DUE DATE AND TIME: September 29, 2014 @ 1:30 pm RFP OPENING DATE AND TIME: September 29, 2014 @ 2:00 pm</p>																										
<p>SUBMIT RFP TO: Purchasing Department 40 Orange Street St. Augustine, FL 32084</p>		<p>RFP OPENING LOCATION: Purchasing Department 40 Orange Street St. Augustine, FL 32084</p>																								
<p><u>REQUIRED SUBMITTALS CHECKLIST</u> - Note: Submittal is required for each box checked for RFP to be considered.</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Literature</td> <td><input type="checkbox"/> Specifications</td> <td><input type="checkbox"/> Catalogs</td> <td><input type="checkbox"/> Product Samples: See RFP for specific details</td> </tr> <tr> <td><input checked="" type="checkbox"/> Debarment Form</td> <td colspan="2"><input type="checkbox"/> Manufacturer's Certificate of Warranty</td> <td><input checked="" type="checkbox"/> List of References</td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> Drug-Free Workplace Certification</td> <td colspan="2"></td> </tr> <tr> <td colspan="4"><input checked="" type="checkbox"/> Certificate of Insurance: See enclosed guidelines for detailed specifications</td> </tr> <tr> <td colspan="4"><input checked="" type="checkbox"/> Jessica Lunsford Act (St. Johns County School District Requirements and Sworn Statement).</td> </tr> <tr> <td colspan="4"><input checked="" type="checkbox"/> Additional submittals specific to this RFP may also be required – See RFP for Details</td> </tr> </table>			<input type="checkbox"/> Literature	<input type="checkbox"/> Specifications	<input type="checkbox"/> Catalogs	<input type="checkbox"/> Product Samples: See RFP for specific details	<input checked="" type="checkbox"/> Debarment Form	<input type="checkbox"/> Manufacturer's Certificate of Warranty		<input checked="" type="checkbox"/> List of References	<input checked="" type="checkbox"/> Drug-Free Workplace Certification				<input checked="" type="checkbox"/> Certificate of Insurance: See enclosed guidelines for detailed specifications				<input checked="" type="checkbox"/> Jessica Lunsford Act (St. Johns County School District Requirements and Sworn Statement).				<input checked="" type="checkbox"/> Additional submittals specific to this RFP may also be required – See RFP for Details			
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<p>THE RFP SHALL BE EFFECTIVE FROM November 2014. THE ANTICIPATED DATE OF BOARD APPROVAL IS November 2014.</p> <p>PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED.</p>																										
<p>Company Name: _____</p> <p>Address: _____</p> <p>City, State: _____ Zip: _____ FEIN: _____</p> <p>Signature of Owner or Authorized Officer/Agent _____ Telephone: _____</p> <p>Typed Name of Above: _____ FAX: _____</p> <p style="text-align: right;">Email: _____</p>																										
<p>By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the respondent, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, 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 commodity(s) or service(s) purchased or acquired by the School Board of St. Johns County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor. Upon approval by Board, the information contained herein shall constitute the contract between the Board and vendor.</p>																										
<p><u>NO RESPONSE- I HEREBY SUBMIT THIS AS A "NO RESPONSE" FOR THE REASONS CHECKED BELOW:</u></p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> 1. Insufficient time to respond</td> <td><input type="checkbox"/> 7. Addendum received too late to respond</td> </tr> <tr> <td><input type="checkbox"/> 2. Specifications were unclear or restrictive</td> <td><input type="checkbox"/> 8. Could not meet Insurance requirements</td> </tr> <tr> <td><input type="checkbox"/> 3. Could not meet bonding requirements</td> <td><input type="checkbox"/> 9. We do not offer the product or service requested</td> </tr> <tr> <td><input type="checkbox"/> 4. Our schedule will not permit us to respond</td> <td><input type="checkbox"/> 10. Remove our company name from this <u>commodity listing only</u>.</td> </tr> <tr> <td><input type="checkbox"/> 5. Terms & Conditions were unclear or restrictive</td> <td><input type="checkbox"/> 11. Keep our company on the bid list for future bids.</td> </tr> <tr> <td><input type="checkbox"/> 6. Could not meet specifications</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 12. Other _____</td> <td></td> </tr> </table>			<input type="checkbox"/> 1. Insufficient time to respond	<input type="checkbox"/> 7. Addendum received too late to respond	<input type="checkbox"/> 2. Specifications were unclear or restrictive	<input type="checkbox"/> 8. Could not meet Insurance requirements	<input type="checkbox"/> 3. Could not meet bonding requirements	<input type="checkbox"/> 9. We do not offer the product or service requested	<input type="checkbox"/> 4. Our schedule will not permit us to respond	<input type="checkbox"/> 10. Remove our company name from this <u>commodity listing only</u> .	<input type="checkbox"/> 5. Terms & Conditions were unclear or restrictive	<input type="checkbox"/> 11. Keep our company on the bid list for future bids.	<input type="checkbox"/> 6. Could not meet specifications		<input type="checkbox"/> 12. Other _____											
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GENERAL CONDITIONS

Proposer: To ensure acceptance of the proposal follow these instructions —

1. **SEALED RFP REQUIREMENTS:** The "REQUEST FOR PROPOSAL" sheet must be completed, signed, and returned with the RFP. The RFP Response Form on which the proposer actually submits a proposal and any pages upon which information is required to be inserted must be completed and submitted with the proposal. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
 - a) **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the proposer to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date.
 - b) **PROPOSAL SUBMITTED:** Completed proposal must be submitted sealed in an envelope. Proposals must be time stamped in the Purchasing Department prior to the RFP due time on date due. No proposal will be considered if not time stamped in the Purchasing Department prior to the stated RFP due time. Proposals submitted by telegraphic or facsimile transmission will not be accepted unless stated in the special conditions of this RFP.
 - c) **Each proposal must be submitted on "RFP Response Form"** in a sealed envelope with the item bid, date, time and RFP number on the outside.
 - d) **PUBLIC ENTITY CRIME:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, 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 Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
 - e) **EXECUTION OF RFP:** All proposals must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initiated by the person signing the proposal even when using opaque correction fluid. Any illegible entries will not be considered for award. The original RFP conditions and specifications **cannot** be changed or altered in any way by the proposal or otherwise by the proposer. In the event of any conflict between the specifications and conditions of the RFP and the terms and conditions of the proposal, the specifications and conditions of the RFP take precedence.
2. **SPECIFICATIONS** used are intended to be open and nonrestrictive. Any reference to brand name (unless specified in the RFP Specifications) or number shall not be construed as restricting to that manufacturer, but is used as a minimum standard of quality. It shall be the sole responsibility of the proposer to state, in writing, brand proposed, model and other pertinent information even if proposing as specified. Proposer shall submit complete technical information, specifications, manufacturer's name and descriptive catalog cuts with proposal, when requested. The Purchasing Department shall be the sole judge in determining whether the product/item proposed meets the RFP specifications.
3. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and extended total. Prices must be stated in units to quantity specified in the RFP. In case of discrepancy in computing the amount of the proposal, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Proposer pays and bears freight charges. Proposer owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).** If a proposer offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) **TAXES:** The School Board does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) **BIDDER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional proposal submitted by proposer.
 - f) **PREFERENCE FOR ST. JOHNS COUNTY BIDDERS:** For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Proposers, subject to certification as a drug-free workplace (Florida Statute 287.087 and 287.084).
4. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with RFP conditions and specifications. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in RFP and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may also result in:
 - a) Proposer's name being removed from the Department of Purchasing vendor mailing list for one (1) year and vendor not being recommended for any award during this period.
 - b) All departments being advised not to do business with proposer.
5. **SAMPLES:** Samples of items, when required, must be furnished free of expense by RFP due date unless otherwise stated and, if not destroyed, will upon request, be returned at the proposer's expense. Proposers will be responsible for the removal of all samples furnished within thirty (30) days after RFP opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with proposer's name, RFP number, and item number. Failure of proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, 40 Orange Street, St. Augustine, FL 32084.
6. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
7. **NOTE TO VENDORS DELIVERING TO OUR CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding holidays) 8:30 A.M. to 2:30 P.M. Appointments are required.
8. **REQUESTS FOR CLARIFICATIONS:** No correction or clarification of any ambiguity, inconsistency or error in the RFP conditions and specifications will be made to any proposer orally. Every request for such interpretation or correction should be in writing, prior to RFP date, addressed to the Purchasing Department Representative. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal Documents. Only the interpretation or correction so given by the Purchasing Department Representative, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the Proposal Documents.

Exhibit A

9. **AWARDS:** Proposals shall be reviewed in accordance with the RFP specifications and conditions and the best interest of the School District. To that end, the Board reserves the right to reject any and all proposals; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any proposal; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the RFP sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." Any dispute concerning the meaning or interpretation of the conditions or specifications of this RFP or the contract resulting therefrom, same shall be decided by Purchasing Department and that decision shall be final. The decision to award a contract or take other action in regard to the RFP shall be made in furtherance with the best interest of the School District.
10. **OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain proposals to furnish the products(s)/service(s) herein specified to the School Board. Other school boards and governmental agencies/entities may purchase from this solicitation if permitted by the contractor or supplier. Said product(s)/service(s) are to be furnished in accordance with the contract resulting from this solicitation.
11. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the successful proposer until acceptance by the buyer unless loss or damage result from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at proposer's expense.
12. **MARKING:** Packing list must be included in each shipment and shall show The School Board Purchase Order Number, RFP Number, School Name or Department Name, Contents and Shipper's Name and Address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) Shipper's Name and Address, (B) Contents, (C) The School Board of St. Johns County Purchase Order Number, and (D) RFP Number.
13. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.
14. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all proposers must disclose the name of any Board employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the proposer's firm.
15. **LEGAL REQUIREMENTS:** The Proposer shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
16. **PATENTS & ROYALTIES:** The proposer, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
17. **OSHA:** The proposer warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
18. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
19. **ANTI-DISCRIMINATION:** The proposer certifies that he or she is in compliance with non-discrimination laws (Civil Rights Act of 1964 as amended and Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor regulations) relative to equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or handicap.
20. **LICENSES AND PERMITS:** The proposer shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the RFP award.
21. **BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
22. **DEFAULT AND REMEDIES:**
 - a) The parties acknowledge and agree that the damages for the failure of the successful proposer to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful proposer to deliver on time. Therefore, in the event the successful proposer fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful proposer in an amount equal to 25% of the unit price proposal, times the quantity. The successful proposer shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
 - b) In the event of default for any reason other than the failure of the successful proposer to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
23. **TERMINATION:** In the event any of the provisions of this RFP are violated by the proposer, the Purchasing Department shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendation will be made for immediate cancellation. The School Board reserves the right to terminate any contract resulting from this RFP at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.
24. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in triplicate to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made within thirty (30) days after delivery, authorized inspection and acceptance.
25. **FACILITIES:** The Board reserves the right to inspect the proposer's facilities at any time with prior notice.
26. **PROPOSAL TABULATIONS:** Proposers desiring a copy of proposal tabulation may request same by enclosing a self-addressed, stamped envelope with sufficient amount of postage on the envelope, when submitting proposal.
27. **ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Proposer by virtue of proposing, certifies by signing proposal, that if awarded any portion of this proposal, will supply only material or equipment that is 100% asbestos free. No proposal will be considered unless this is agreed to by the proposer.
28. **HOLD HARMLESS AGREEMENT:** During the term of this proposal the proposer shall indemnify, hold harmless, and defend the School Board its agents, servants and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the proposer, his agents, servants or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by the Board for the purpose of performing

Exhibit A

- 28. HOLD HARMLESS AGREEMENT (continued):** services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, or death of any person, group or organization, whether employed by the proposer or the Board or otherwise.
- 29. CONVICTED FELONS:** Prior to commencement of performance, the successful proposer shall provide the School Board, a written listing of all employees (or employees of subcontractors) the proposer intends to utilize in performance of the matter proposed upon who are convicted felons. The list shall specify the nature of the conviction and the date of the conviction. The School Board reserves the right, in its sole discretion, to prohibit the successful proposer from using any such listed convicted felon(s) in the performance of services related to this contract. The successful proposer shall not use any such convicted felon(s) in the performance of services under this contract unless first approved, in writing, by the School Board. The successful proposer shall also provide immediate written notice to the School Board if at any time during the term of this contract it intends to utilize in the performance of services under this contract any convicted felon(s) not identified in the initial listing furnished to the School Board, the use of such individuals being contingent upon obtaining prior written approval from the School Board. If it is later determined the successful proposer knowingly rendered to the School Board an erroneous or incomplete listing of convicted felons as required hereby, in addition to any other available remedies, the School Board, may immediately terminate this contract without notice and re-procure the services to be provided hereunder. This provision is a material inducement for the School Board, to enter into this proposal contract.
- 30. VENUE:** Any suit, action, or other legal proceedings arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 31. WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this proposal contract and any other agreements executed or contemplated to be executed in connection herewith. This provision is a material inducement for the School Board to enter into the proposal contract.
- 32. ATTORNEY FEES:** In connection with any litigation arising out of this RFP or any contract resulting therefrom, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs at all levels of the proceedings in addition to any other relief granted.
- 33. LOBBYING:** Proposers are hereby advised that lobbying is not permitted with any district personnel or board members. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.
- 34. ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under this bid contract without the prior written consent of the School Board.
- 35. BID PROTEST:** Failure to file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 36. COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
- a) Debarment:** The proposer certifies by signing the proposal that the proposer and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect. During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the proposer shall immediately notify the Purchasing Department and the Superintendent, in writing.
- b) Records:** Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board's final payment is made.
- c) Termination:** For all contracts involving Federal funds, in excess of \$10,000, the School Board reserves the right to terminate the contract for cause as well as convenience by issuing a certified notice to the vendor.
- 37. JESSICA LUNS福德 ACT:** Effective September 1, 2005, if you or your employees or your agents have access to one of our schools when students are present, have direct contact with students, or have access to or control of school funds, you must undergo and pass screening requirements as described in Section 1012.32 and 435.04, Florida Statutes. Pursuant to Section 1012.467, Florida Statutes, all non-instructional contractors who are permitted access to school grounds when students are present, whose performance of the contract with the school or school board is not anticipated to result in direct contact with students, and for whom anticipated contact would be infrequent and incidental are required to undergo a fingerprint based criminal history check. Awarded vendors will be required to comply with Sections 1012.465 and 1012.467, Florida Statutes, The Jessica Lunsford Act. The successful vendor(s) must submit completed Attachment A, "Sworn Statement Pursuant to Section 1012.465, Florida Statutes as amended by the HB1877, The Jessica Lunsford Act" before being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

Exhibit A
DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free 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 action 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 bid 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 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 abuse 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 this section.

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

(Vendor's Signature)

Exhibit A
ST. JOHNS COUNTY SCHOOL DISTRICT

SWORN STATEMENT PURSUANT TO SECTIONS 1012.465 AND 1012.467,
FLORIDA STATUTES, THE JESSICA LUNSFORD ACT

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the School Board of St. Johns County, Florida (Hereinafter "Board" or "School Board")
by _____
(Print individual's name and title)

for _____ whose
(Print Name of entity submitting sworn statement)

business address is _____

and its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN,
include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____, am duly authorized to make this sworn statement on
(Print individual's name and title)

behalf of _____
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.
4. I understand that the Act amended the background screening requirements of Section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "**contractual personnel**" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening", and further, I understand the Act defines "**contractual personnel**" to include any vendor, individual, or entity under contract with the Board.
5. I understand that pursuant to Section 1012.465, Florida Statutes, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in Sections 1012.32 and 435.04, Florida Statutes.
6. I further understand that Section 1012.467, Florida Statutes (2007) requires a fingerprint-based criminal history check for all "non-instructional contractors," which is defined as any individual who received remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. "Non-instructional contractor" includes any employee of a contractor who performed services for the school district or the school under the contract and any subcontractor and its employees who are permitted access to school grounds when students are present, whose performance of the contract with the school or school board are not anticipated to result in direct contact with students, and for whom anticipated contact would be infrequent and incidental.
7. I understand that as a _____ (e.g. A private bus service
(Type of entity)
contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board of St. Johns County, Florida. In addition, all "non-instructional contractors" must meet the screening requirements outlined in Section 1012.467, Florida Statutes.

Exhibit A

8. I understand that "level 2 screening requirements", as defined in Sections 1012.32 and 435.04, and the background check required by Section 1012.467, Florida Statutes means that fingerprints of all contractual personnel and non-instructional contractors must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
9. I understand that the School Board will implement local procedures to comply with screening requirements, as defined in Sections 1012.32, 1012.467 and 435.04. I understand that my company must comply with these local procedures as they are developed.
10. I understand that any costs and fees associated with the required background screening will be borne by my company.
11. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds. In addition, any personnel of the contractor found to have been convicted of any offenses listed in Section 1012.467(2)(g), shall not be permitted access on school grounds.
12. I understand that the failure of any of the company's or my affected personnel to meet the screening standards as required by Sections 1012.465 and 1012.467, Florida Statutes, may disqualify my company from doing business with the School Board.
13. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, 1012.467 AND 435.04, FLORIDA STATUTES, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, 1012.467 AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR Produced Identification _____

Notary Public – State of _____

(Type of Identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Exhibit A

Statement on the Collection, Use or Release of Social Security Numbers of Employees and Others

The School District of St. Johns County is authorized to collect, use or release social security numbers (SSN) of employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law [Fla. Stat. § 119.071(5)(a)2 & 3]

1. **Criminal history, Level 1 and Level 2 background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.071(5)(a)6]
2. **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided Including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.071(5)(a)2 & 6]

Exhibit A



VENDOR'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

[Must be completed & submitted with each competitive solicitation]

Bid number and description: _____

Identify the state in which the Vendor has its principal place of business: _____

Instructions: **IF** your principal place of business above is located within the State of Florida, the Vendor must sign below and submit this form with your bid response, **no further action is required.** However, if your principal place of business is outside of the State of Florida, the following **must be completed by an attorney** and returned with your bid response. **FAILURE TO COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.**

OPINION OF OUT -OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Vendor)

NOTICE: Section 287.084(2), Florida Statute, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

____ The Vendor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

____ The Vendor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: (Please describe applicable preference(s) and identify applicable preference(s) and identify applicable state law(s)):

Exhibit A

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

____ The Vendor's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

____ The Vendor's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

Signature of out-of-state Vendor's attorney: _____

Attorney's printed name: _____

Address of out-of-state Vendor's attorney: _____

Phone number/e-mail of out-of-state Vendor's attorney: _____

Attorney's states of bar admission: _____

Vendor's Signature: _____

Vendor's Printed Name: _____

Exhibit A

RFP #2014-20 Operation and Management of Water Treatment Plant

ST. JOHNS COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSAL

1.0 INTRODUCTION

- 1.1 The St. Johns County School District (hereinafter referred to as the District) is requesting proposals for the operation and management of the Water Treatment Plant at South Woods Elementary School, 4750 State Road 206 West, Elkton, FL 32033. The District is also seeking pricing for repair work on an as needed basis. The District makes no guarantee of a specific amount of repair work to be completed under this proposal.

2.0 INSTRUCTIONS FOR RFP SUBMITTAL

- 2.1 All proposals must be received no later than, September 29, 2014 @ 1:30 PM and must be delivered to:

St. Johns County School District
Purchasing Department
40 Orange Street
St. Augustine, FL 32084

If a proposal is transmitted by US mail or other delivery medium, the proposer will be responsible for its timely delivery to the address indicated.

- 2.2 Any proposal received after the stated date and time, **WILL NOT** be considered.
- 2.3 One manually signed original proposal and three photocopies of the proposal must be sealed in one package and clearly labeled "RFP #2014-20 Operation and Management of Water Treatment Plant" on the outside of the package. The legal name, address, proposer's contact person and telephone number must also be clearly noted on the outside of the package.
- 2.4 Failure to submit one original proposal with a manual signature may result in rejection of the proposal.
- 2.5 All proposals must be signed by an officer or employee having the authority to legally bind the proposer.
- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be

Exhibit A

RFP #2014-20 Operation and Management of Water Treatment Plant

performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

- 2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 2.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.10 Pursuant to Florida Statute, it is the practice of the District to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 2.11 When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall include appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Vendor's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.

3.0 AWARD

- 3.1 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.
- 3.2 The District reserves the right to require proposer(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.
- 3.3 The District reserves the right, prior to Board approval, to withdraw the RFP or portions thereof, without penalty.
- 3.4 The District reserves the right to: (1) accept the proposal of any firm to be in the best interest of the District and (2) to reject any and/or all proposals.
- 3.5 The District reserves the right to conduct interviews with any of the proposers and to require a formal presentation by any of the proposers.
- 3.6 It is the intent of the District to award this RFP to one or more sources, as determined to be in the best interest of the District.

Exhibit A

RFP #2014-20 Operation and Management of Water Treatment Plant

- 3.7 The RFP award will be made based on funds availability and will be at the sole discretion of the St. Johns County School Board.

4.0 **CONTRACT/RENEWAL**

- 4.1 The term of this contract shall be from November 15, 2014 to November 14, 2015 and may by mutual agreement between the District and the awarded vendor(s) be renewable for up to three (3) additional one (1) year periods.

- 4.2 All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

5.0 **RFP INQUIRIES/NOTICES**

- 5.1 In order to maintain a fair and impartial competitive process, District staff or Board members will not communicate with prospective vendors regarding this RFP after the release date. All questions and inquiries must be submitted via email no later than September 10, 2014 @ 12:00 PM to:

Patrick Snodgrass
Director of Purchasing
Patrick.Snodgrass@stjohns.k12.fl.us

Communication via email as stated above is the only means prospective proposers may contact the District regarding this solicitation. Violation of this section is grounds for automatic disqualification of a prospective proposer's submittal.

The District will not respond to questions and inquiries submitted after the deadline stated above.

All questions will be answered via posting to the DemandStar website www.demandstar.com no later than September 12, 2014 @ 5:00 PM.

- 5.2 Copies of addendum will be made available for inspection at the District's Purchasing Department where bid documents will be kept on file.
- 5.3 No Addendum will be issued later than September 12, 2014, except an addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals or one containing the questions and answers.
- 5.4 All notices relative to this RFP, including but not limited to initial release, addendums, letters of intent and awards will be posted on the DemandStar web site – www.demandstar.com.

6.0 **PRE-BID MEETING**

A **MANDATORY** Pre-Bid Meeting is scheduled for September 8, 2014 @ 10:00 AM at the water treatment plant located at South Woods Elementary School:

Exhibit A

RFP #2014-20 Operation and Management of Water Treatment Plant

South Woods Elementary School
4750 SR 206 W
Hastings, FL 32145

All interested parties are required to attend this meeting. Vendors submitting proposals that do not attend the pre-bid meeting will be automatically disqualified.

All vendors must attend the pre-bid meeting.

7.0 BACKGROUND

South Woods Elementary School opened in St. Johns County in August 2005. At the time of the school opening, it was determined that due to a variety of factors, the school would be best served with its own water treatment plant. The treatment facility was brought on line in and is permitted under the State of Florida Department of Environmental Protection, permit number FLA0429333-003. The Facility utilizes the Modified Ludzack-Ettinger activated sludge process. A copy of the permit is attached as Attachment A. Please note that there may be slight variations in the specifications contained in the permit and the water treatment plant.

8.0 SCOPE OF SERVICES

- 8.1 The RFP is for the operation, management and maintenance of the water treatment plant at South Woods Elementary School.
- 8.2 The awarded vendor shall operate, manage and maintain the water treatment plant in compliance with permit number FLA0429333-003 issued by the State of Florida Department of Environmental Protection, all applicable Local, State, and Federal ordinances, laws and regulations.
- 8.3 The awarded vendor will be required to operate, manage, and maintain the treatment plant to ensure maximum efficiency at the lowest possible cost, while maintaining compliance with all laws and regulations.
- 8.4 The awarded vendor will be required to perform all repairs associated with maintenance of the plant.
- 8.5 The awarded vendor shall agree to pay or to reimburse the District for all fines and penalties levied by any local, state or federal agency as a result of non compliance of the operation of the water treatment plant during the period the vendor is responsible for the operation and management of the plant.
- 8.6 Prior to any work, the awarded vendor will be required to provide a written job quote to the school based Maintenance Manager. The awarded vendor proposal price for parts and materials (percentage mark up over cost), and labor (hourly rate) will be used as the basis for each job quote. Only after written approval of the quote by the school based maintenance manager or an authorized District

Exhibit A

RFP #2014-20 Operation and Management of Water Treatment Plant

representative, may the awarded vendor(s) move forward with the work listed on the quote.

Final project approval is contingent on the final inspection by the school based maintenance manager or an authorized District representative. Payment will only be made for actual installed materials and work performed which has been inspected and found to be in accordance with the terms and conditions of the contract. Upon approval, a work ticket listing the services performed, labor, materials and materials mark-up must be signed by the inspecting maintenance manager or authorized District representative. The signed ticket must be submitted with the invoice. Failure to submit a copy of the signed work ticket may result in a delay of payment.

EXCEPTIONS REGARDING APPROVED QUOTE: In the event of an emergency when the public interest or property of the District would suffer material injury or damage by delay; when an immediate threat to the proper performance of essential functions exists; or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken; or no action could result in non compliance with any local, state or federal agency.

No later than 48 hours after the emergency, the awarded vendor must submit a brief written statement of the circumstances to the Director of Maintenance Services. A copy of this statement must be submitted with the invoice. Failure to comply may result in a delay of payment.

- 8.7 All interested vendors must include in their submittal an assessment of current conditions at the treatment plant. This assessment should include observations relative to operation of the plant and any areas of concern. Vendors will have the opportunity to observe conditions at the pre-bid meeting or may observe conditions at any time after the Pre-Bid meeting by making arrangements with the School Based Maintenance Manager at the site.
- 8.8 The awarded vendor(s) shall not outsource any services without the express written consent of an authorized District representative.

9.0 **AWARDED VENDOR(S) STAFF**

All management personnel to be assigned to the District Contract shall require prior written approval by the District. The awarded vendor will name an individual or individuals in their submittal that they intend to appoint as the operator of the water treatment plant. **Resumes of these individuals must be included in the vendor's submittal.** The District reserves the right to interview the named individual(s) as part of the RFP evaluation process.

Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes of replacement management personnel may be required to be submitted to the District for review. In the event the awarded vendor changes the individual named as the operator, written notice is

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required to the District. The District reserves the right to interview the new operator. The awarded vendor(s) shall provide any and all necessary training for management and staff employed under the terms of the Contract with the District.

Additionally, the awarded vendor agrees that it will remove (within a mutually agreed upon period of time) from assignment under the Contract any individual in its employ, if, after the matter has been reviewed jointly by the District and the Contractor, the District requests such action in writing. Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed. Nothing herein shall affect the status or responsibilities of the awarded vendor(s) as an independent contractor solely responsible for the method, manner and means chosen by it to perform hereunder.

10.0 QUALIFICATIONS

Vendors will be required to document as part of their submittal, experience in operating, managing and maintaining a water treatment plant similar in size and operation as the plant at South Woods Elementary School. Additionally, all vendors must submit a copy of their Occupational License with their submittal.

11.0 REFERENCES

All proposals must provide a minimum of three (3) references whom they have performed similar services for within the past five (5) years.

12.0 RFP PRICING

12.1 The District requests that pricing be submitted as follows:

12.2 Pricing for a flat annual fee to operate, manage and maintain the water treatment plant is required.

12.3 Proposers are required to provide an hourly labor rate for repairs. Billable hourly labor rates begin upon arrival at the job site and end upon completion, or leaving the job site.

Proposers are required to list in their submittal a regular hourly rate for repairs. A regular hourly rate for repairs shall be Monday through Friday between 7:00 am and 5:00 pm.

Proposers are required to list in their submittal a non-regular hourly rate for repairs. A non-regular hourly rate for repairs shall be Monday through Friday between 5:00 pm and 7:00 am, weekends and holidays.

12.4 Proposers are required to provide a percentage (%) mark up over cost for all parts and materials. The District reserves the right to require the awarded vendor to provide documentation to substantiate their material cost.

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- 12.5 The District may only incur expenses for the hourly labor rate, materials and materials mark up as listed in the submittal.
- 12.6 The Proposal Sheet must be signed by an individual of the proposing firm that has the authority to bind the firm.

13.0 EVALUATION PROCESS AND CRITERIA

- 13.1 Proposals will be evaluated by a committee consisting of Maintenance and Purchasing personnel.
- 13.2 Committee members will review each proposal and will assign points from zero to the maximum number of points allotted (0 being the lowest score) for each criterion contained in section 13.3, except for price. The Director of Purchasing shall assign points for the price criteria as follows: The annual fee, plus the hourly labor rate submitted for repair x 100 estimated hours will be used in the evaluation of price. The firm submitting the lowest overall price will receive all available points for this category. All other respondents will receive points based on the following formula: $(N/X)*C=Z$

N = Lowest Price Submitted [Annual fee + (hourly rate submitted for repair x 100 estimated hours at the regular hourly rate)]

X = Respondents price

C = Total number of available points

Z = Points awarded

The number of hours used in the formula is an estimate of annual labor hours for repair and is used for evaluation purposes only. The District makes no guarantee of a specific number of labor hours for repairs.

- 13.3 The Evaluation Committee shall evaluate all proposals received which meet the submittal requirements. The following criteria will be considered in evaluating the proposals received:

<u>Evaluation Category</u>	<u>Maximum Points</u>
Price	30 Points
Experience of firm in maintain similar plants	35 Points
Experience of individual(s) named as Operators (includes possible interviews)	35 Points

Total Possible Points

100 Points

- 13.4 Each Committee member will individually score proposals in each category (excluding price), awarding points ranging from 90% to 100% of the allowable points for excellent, 80% to 90% for good, 70% to 80% for satisfactory, 60% to 70% for marginally unsatisfactory, and 0% to 60% for unsatisfactory. The Committee members' scores will be totaled for each proposal, including points for price as stated per section 13.2 and they will be ranked from highest to lowest based on the total number of points awarded.

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- 13.5 The Committee reserves the right to meet as a group prior to completing the scoring process in order to discuss the proposals and scoring. Any such meeting will be noticed on the District's website and will be conducted as a public meeting.
- 13.6 The Committee may consult with other District staff and third-party consultants for the purpose of gathering facts, information and feedback about the RFP and the proposals, but such other staff and consultants will not participate in the deliberation and evaluation process, as such communications are not subject to the sunshine law and will not be noticed and may take place outside of public meetings.
- 13.7 Upon completion of the evaluation, the Committee will recommend to the Board that it authorize District staff to negotiate a contract with the highest ranked proposer. If a satisfactory contract cannot be negotiated, with the highest ranked proposer will be terminated at the discretion of the District. Negotiations will then commence with the second highest ranked proposer. This process shall continue until a satisfactory contract is reached with one of the proposers. If a contract cannot be reached with any of the proposers, the District reserves the right to acquire services specified in this solicitation from any vendor of its choosing through District negotiations, in accordance with Florida Department of Education Rules.
- 13.8 During the negotiation process, proposers shall not propose or require terms or conditions that are contrary to or inconsistent with terms and requirements of this solicitation.

14.0 INSURANCE REQUIREMENTS

It is mandatory that the person/firm submitting the proposal have minimum Liability limits of \$1,000,000.00 for Comprehensive General Liability, including Product Liability Coverage. The person/firm submitting the proposal must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Proposer's insurance provider must be rated A- or better by AM Best. If the Proposer's current certificate of insurance does not meet the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if a Proposal award was made to the firm, that the carrier would write the necessary insurance coverage. The successful Proposer must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible proposer. **Successful vendor must list St. Johns County School Board as an additional insured.**

15.0 VENDOR PAYMENT

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The St. Johns County School District requires all vendors responding to this proposal to accept payment from the District on a Visa credit card. No other payment options will be made available. St. Johns County School District will issue a unique "ghost" credit card number to each vendor. This information must be held on file for all future payments. The card has a zero balance until payments have been authorized by the district.

After goods are delivered or services rendered vendors submit invoices to the Accounts Payable Department according to the current process. The payment terms are set as IMMEDIATE (next accounts payable run). When payments are authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of payment. Once the vendor receives the email the credit card has been authorized to charge for the amount listed in the email. When the vendor charges the full amount authorized in the email the card will return to a zero balance until the next payment is authorized.

16.0 INVOICING

The awarded vendor shall invoice the annual fee on a monthly basis. The annual fee divided by twelve (12) shall equal the monthly invoice amount.

Any invoices submitted for repair work must show the number and cost of labor hours, the cost of materials, and the amount of the material mark-up. Prices listed in the submittal must be used for billing. A delay of payment may result if invoices submitted for repair work do not separate labor, materials and materials mark-up. A work ticket signed by the school based maintenance manager or an authorized District representative indicating approval must be included with the invoice. Failure to submit a copy of the signed work ticket may result in a delay of payment.

17.0 PURCHASE ORDERS

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for vendors to perform services or provide commodities to the District. A commitment, either written or verbal, from District employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by the District to a vendor. Vendors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with the District can be found on the District web site, www.stjohns.k12.fl.us under the Purchasing Department.

18.0 PREPARATION AND SUBMISSION OF PROPOSALS

18.1 Proposers are requested to organize their proposals in the following sequence.

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- 18.2 **RFP Cover Sheet:** Required response form (page 1 of RFP) with all required information completed and all signatures as specified.
- 18.3 **Debarment Form**
- 18.4 **Drug Free Workplace Certification**
- 18.5 **Jessica Lunsford Act Statement:** This form must be notarized.
- 18.6 **Insurance Coverage:** Insurance certificates evidencing coverage as specified in section 14.0 or a signed statement indicating that coverage meeting the required coverage will be obtained prior to the commencement of any work under this RFP.
- 18.7 **RFP Response:** Response is to include, at a minimum the following information:
- Vendor background and experience in operating, managing and maintaining a similarly sized water treatment plant.
 - Names and resumes of individual(s) that vendor may appoint as plant operator.
 - Assessment of current conditions.
 - Occupational License
 - Pricing

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Proposal Sheet

<u>Description</u>	<u>Price</u>
Flat Annual Fee	\$
Regular hourly labor rate for repair and additional work	\$ Per Hour
Non-Regular hourly labor rate for repair and additional work	\$ Per Hour
Percentage % mark up over cost for parts and materials	%

Company Name:

Authorized Signature:

Print Name:

Date:

Exhibit A



Florida Department of Environmental Protection

Northeast District
7777 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

STATE OF FLORIDA INDUSTRIAL WASTEWATER FACILITY PERMIT

PERMITTEE:

St. Johns County School Board

RESPONSIBLE OFFICIAL:

Mr. Tim Forson

Associate Superintendent for School Operations

St. Johns County School Board

40 Orange Street

St. Augustine, Florida 32084

(904) 547-7500

PERMIT NUMBER: FL0429333 – 003 (Minor)

FILE NUMBER: FL0429333 – 003 – IW5D

ISSUANCE DATE: March 28, 2011

EXPIRATION DATE: March 27, 2016

REVISION DATE: August 21, 2012 (003/MM)

FACILITY:

South Woods Elementary RO Water Treatment Plant

4700 SR-206 West

Hastings, Florida 32145

St. Johns County

Latitude: 29°43' 35.9466" N Longitude: 81°27' 47.3154" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.) and constitutes authorization to discharge to waters of the state under the National Pollutant Discharge Elimination System. This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

FACILITY DESCRIPTION:

Treatment of reverse osmosis reject water from the water treatment plant.

WASTEWATER TREATMENT:

Well water will be treated through a reverse osmosis unit. The reject concentrate from the unit will be dosed with carbon dioxide solution prior to entering a packed tower air stripper. Stripper effluent will be pumped through a 2-inch force main for final discharge into Deep Creek, Class III Fresh Waters.

REUSE OR DISPOSAL:

Surface Water Discharge D-001: An existing 0.0072 MGD monthly average daily flow permitted capacity discharge to Deep Creek (Class III Fresh Waters (WBID# 2549)) through Outfall D – 001 which is about 60 feet in length and discharges at a depth of about 10 feet. The point of discharge is located near latitude 29°43' 25" N, longitude 81°29' 6" W.

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This discharge has mixing zones for gross alpha particle, combined radium 226 + 228, specific conductance, and unionized ammonia pursuant to Rule 62-4.244 FAC.

IN ACCORDANCE WITH: The limitations, monitoring requirements and other conditions set forth in Part I through Part VIII on page 3 through 19 of this permit.

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PERMITTEE: St. Johns County School Board
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I. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Surface Water Discharges

- During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to discharge reverse osmosis reject water from Outfall D-001 to Deep Creek. Such discharge shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.3.:

Effluent Limitations				Monitoring Requirements				
Parameter	Units	Max/ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow	MGD	Max Max	0.0072 0.032	Monthly Average Daily Maximum	Continuous	Recording Flow Meter with Totalizer	EFF – 1	
Oxygen, Dissolved (DO)	mg/L	Min	5.0	Daily Minimum	Weekly	Grab	EFF – 1	
pH	s.u.	Min Max	6.0 8.5	Daily Minimum Daily Maximum	Weekly	Grab	EFF – 1	
Solids, Total Suspended	mg/L	Max	Report	Daily Maximum	Monthly	Grab	EFF – 1	
Nitrogen, Ammonia, Total (as N)	mg/L	Max	Report	Daily Maximum	Monthly	Grab	EFF – 1	
Nitrogen, Ammonia, Total unionized (as N)	mg/L	Max	0.026	Daily Maximum	Monthly	Calculation	CAL – 1	See I.A.6
Temperature (°C), Water	Deg C	Max	Report	Daily Maximum	Monthly	Grab	EFF – 1	
Specific Conductance	µmhos/cm	Max	4,950	Single Sample	Monthly	Grab	EFF – 1	See I.A.5
Specific Conductance (Background)	µmhos/cm	Max	Report	Single Sample	Monthly	Grab	SWB-1	
Nitrogen, Total (as N)	mg/L	Max	Report	Daily Maximum	Quarterly	Grab	EFF – 1	

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			Effluent Limitations		Monitoring Requirements			
Parameter	Units	Max/ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Phosphorus, Total (as P)	mg/L	Max	Report	Daily Maximum	Quarterly	Grab	EFF – 1	
Hydrogen Sulfide, unionized	mg/L	Max	Report	Daily Maximum	Quarterly	Grab	EFF – 1	
Alpha, Gross Particle Activity	pCi/L	Max	20.0	Daily Maximum	Quarterly	Grab	EFF – 1	See I.A.4
Radium 226 + Radium 228, Total	pCi/L	Max	12.5	Daily Maximum	Quarterly	Grab	EFF – 1	See I.A.4
Acute Whole Effluent Toxicity, 96-Hour LC50 (<i>Ceriodaphnia dubia</i>)	percent	Min	20	Single Sample	Once every 5 years **	Grab	EFF – 1	See I.A.7
Acute Whole Effluent Toxicity, 96-Hour LC50 (<i>Cyprinella leedsi</i>)	percent	Min	20	Single Sample	Once every 5 years **	Grab	EFF – 1	See I.A.7

**Sampling to be performed 12 months prior to the expiration date of the permit.

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2. Effluent samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
EFF – 1	After final treatment and prior to discharge into Deep Creek
CAL – 1	Calculated value of un-ionized ammonia as N
SWB-1	Background sampling location, upstream of the POD

3. The discharge shall not contain components that settle to form putrescent deposits or float as debris, scum, oil, or other matter. [62-302.500(1)(a)]
4. The Permittee is granted mixing zones for gross alpha particle, combined radium 226 + 228, and unionized ammonia pursuant to FAC Rule 62-4.244 for the effluent discharge from Outfall D-001 into Deep Creek. The mixing zone for the above parameters is an area with a semi-circular shape originating at the bulkhead at the point of discharge. The size of each mixing zone is 7.1 square meters with a radius of approximately 1.5 meters. [62-4.244, 62-302]
5. The Permittee is granted mixing zone for specific conductance pursuant to FAC Rule 62-4.244 for the effluent discharge from Outfall D-001 into Deep Creek. The mixing zone for specific conductance is an area with a semi-circular shape originating at the bulkhead at the point of discharge. The size of each mixing zone is 1.17 square meters with a radius of approximately 0.61 meter. [62-4.244, 62-302]
6. Unionized ammonia shall be calculated based on a separate single grab sample for total ammonia. The pH and temperature at the time of the grab sample shall be used for the calculation and reported on the DMR. [62-302.530(3)]
7. The permittee shall comply with the following requirements to evaluate acute whole effluent toxicity of the discharge from outfall D-001.
 - a. Effluent Limitation
 - (1) In any routine or additional follow-up test for acute whole effluent toxicity, the 96-hour LC50 shall not be less than **20%** effluent. [Rules 62-302.200(1); 62-302.500(1)(a)4; 62-4.241(5)(a); and 62-4.244(3)(d), F.A.C.]
 - b. Monitoring Frequency
 - (1) Routine toxicity tests shall be conducted at time of permit renewal, according to FS 403.0882(6)(d)(1), unless this toxicity test, or any subsequent toxicity test performed by the Department, does not meet toxicity requirements.
 - c. Sampling Requirements
 - (1) All tests shall be conducted on a single grab sample of final effluent.
 - d. Test Requirements
 - (1) Routine Tests: All routine tests shall be conducted using a control (0% effluent) and a minimum of five dilutions: **100%, 50%, 30%, 20%, and 10%** effluent.
 - (2) The permittee shall conduct 96-hour acute static renewal multi-concentration toxicity tests using the daphnid, *Ceriodaphnia dubia*, and the bannerfin shiner, *Cyprinella leedsii*, concurrently.
 - (3) All test species, procedures and quality assurance criteria used shall be in accordance with Methods for Measuring Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, 5th Edition, EPA-821-R-02-012. Any deviation of the bioassay procedures outlined herein shall be submitted in writing to the Department for review and approval prior to use.

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In the event the above method is revised, the permittee shall conduct acute toxicity testing in accordance with the revised method.

- (4) The control water and dilution water shall be moderately hard water as described in EPA-821-R-02-012, Table 7.

e. Quality Assurance Requirements

- (1) A standard reference toxicant (SRT) quality assurance (QA) acute toxicity test shall be conducted with each species used in the required toxicity tests either concurrently or initiated no more than 30 days before the date of each routine or additional follow-up test conducted. Additionally, the SRT test must be conducted concurrently if the test organisms are obtained from outside the test laboratory unless the test organism supplier provides control chart data from at least the last five monthly acute toxicity tests using the same reference toxicant and test conditions. If the organism supplier provides the required SRT data, the organism supplier's SRT data and the test laboratory's monthly SRT-QA data shall be included in the reports for each companion routine or additional follow-up test required.
- (2) If the mortality in the control (0% effluent) exceeds 10% for either species in any test, the test for that species (including the control) shall be invalidated and the test repeated. The repeat test shall begin within 14 days after the last day of the invalid test.
- (3) If 100% mortality occurs in all effluent concentrations for either species prior to the end of any test and the control mortality is less than 10% at that time, the test (including the control) for that species shall be terminated with the conclusion that the test fails and constitutes non-compliance.
- (4) Routine and additional follow-up tests shall be evaluated for acceptability based on the concentration-response relationship, as required by EPA-821-R-02-012, Section 12.2.6.2., and included with the bioassay laboratory reports.

f. Reporting Requirements

- (1) Results from all required tests shall be reported on the Discharge Monitoring Report (DMR). If an LC50 >100% effluent occurs in the test, then ">100" shall be entered on the DMR for that test species. If an LC50 <100% effluent occurs, then the calculated LC50 effluent concentration shall be entered on the DMR for that test species.
- (1) A bioassay laboratory report for each routine test shall be prepared according to EPA-821-R-02-012, Section 12, Report Preparation and Test Review, and e-mailed or mailed to the Department at the address below within 30 days after the last day of the test.
- (2) For additional follow-up tests, a single bioassay laboratory report shall be prepared according to EPA-821-R-02-012, Section 12, and e-mailed or mailed within 30 days after the last day of the second valid additional follow-up test.
- (3) Data for invalid tests shall be included in the bioassay laboratory report for the repeat test.
- (4) The same bioassay data shall not be reported as the results of more than one test.
- (5) All bioassay laboratory reports shall be e-mailed or mailed to *Jacksonville* only:

Florida Department of Environmental Protection
Northeast District – Wastewater Section
7777 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

g. Test Failures

- (1) A test fails when the test results do not meet the limits in 4.a.(1).
- (2) Additional Follow-up Tests:
 - (a) If a routine test does not meet the acute toxicity limitation in 4.a.(1) above, the permittee shall notify the Department at the address above within 21 days after the last day of the failed routine test and conduct two additional follow-up tests on each species that failed the test in accordance with 4.d.

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- (b) The first test shall be initiated within 28 days after the last day of the failed routine test. The remaining additional follow-up tests shall be conducted weekly thereafter until a total of two valid additional follow-up tests are completed.
 - (c) The first additional follow-up test shall be conducted using a control (0% effluent) and a minimum of five dilutions: 100%, 75%, 50%, 25%, and 12.5% effluent. The permittee may modify the dilution series in the second additional follow-up test to more accurately bracket the toxicity such that at least two dilutions above and two dilutions below the target concentration and a control (0% effluent) are run. All test results shall be statistically analyzed according to the procedures in EPA-821-R-02-012.
- (3) In the event of three valid test failures (whether routine or additional follow-up tests) within a 12-month period, the permittee shall notify the Department within 21 days after the last day of the third test failure.
- (a) The permittee shall submit a plan for correction of the effluent toxicity within 60 days after the last day of the third test failure.
 - (b) The Department shall review and approve the plan before initiation.
 - (c) The plan shall be initiated within 30 days following the Department's written approval of the plan.
 - (d) Progress reports shall be submitted quarterly to the Department at the address above.
 - (e) During the implementation of the plan, the permittee shall conduct quarterly routine whole effluent toxicity tests in accordance with 7.d. Additional follow-up tests are not required while the plan is in progress. Following completion or termination of the plan, the frequency of monitoring for routine and additional follow-up tests shall return to the schedule established in 4.b.(1). If a routine test is invalid according to the acceptance criteria in EPA-821-R-02-012, a repeat test shall be initiated within 14 days after the last day of the invalid routine test.
 - (f) Upon completion of four consecutive quarterly valid routine tests that demonstrate compliance with the effluent limitation in 4.a.(1) above, the permittee may submit a written request to the Department to terminate the plan. The plan shall be terminated upon written verification by the Department that the facility has passed at least four consecutive quarterly valid routine whole effluent toxicity tests.
 - (g) If a test within the sequence of the four is deemed invalid, but is replaced by a repeat valid test initiated within 14 days after the last day of the invalid test, the invalid test will not be counted against the requirement for four consecutive quarterly valid routine tests for the purpose of terminating the plan.
- (4) The additional follow-up testing and the plan do not preclude the Department taking enforcement action for whole effluent toxicity failures. [62-4.241, 62-620.620(3)]
[62-302.530, F.A.C.]

B. Other Limitations and Monitoring and Reporting Requirements

1. The sample collection, analytical test methods, and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate.

The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at <http://www.dep.state.fl.us/labs/library/index.htm>.

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The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:

- The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
- The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
- If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. [62-4.246, 62-160]

- The permittee shall provide safe access points for obtaining representative influent and effluent samples which are required by this permit. [62-620.320(6)]
- Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below.

REPORT Type on DMR	Monitoring Period	Due Date
Monthly	first day of month - last day of month	28 th day of following month
Quarterly	January 1 - March 31	April 28
	April 1 - June 30	July 28
	July 1 - September 30	October 28
	October 1 - December 31	January 28
Semi-annual	January 1 - June 30	July 28
	July 1 - December 30	January 28
Annual	January 1 - December 31	January 28
Toxicity	January 1 - December 31	January 28

DMRs shall be submitted for each required monitoring period including months of no discharge. The permittee shall make copies of the attached DMR form(s) and shall submit the completed DMR form(s) to the Department by the twenty-eighth (28th) of the month following the month of operation at the address specified below:

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Florida Department of Environmental Protection
Wastewater Compliance Evaluation Section, Mail Station 3551
Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

[62-620.610(18)]

4. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Northeast District Office at the address specified below:

Florida Department of Environmental Protection
Northeast District – Wastewater Section
7777 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Phone - (904) 256-1700

FAX - (904) 256-1589

(All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

5. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. *[62-620.305]*
6. If there is no discharge from the facility on a day when the facility would normally sample, the sample shall be collected on the day of the next discharge. *[62-620.320(6)]*

II. SLUDGE MANAGEMENT REQUIREMENTS

1. The method of sludge use or disposal by this facility is class I solid waste landfill.
2. The permittee shall be responsible for proper treatment, management, use, and land application or disposal of its sludges. *[62-620.320(6)]*
3. Storage, transportation, and disposal of sludge/solids characterized as hazardous waste shall be in accordance with requirements of Chapter 62-730, F.A.C. *[62-730]*
4. The permittee shall maintain records available for inspection by the Department at the permitted facility, as follows:
 - a. Quantity of sludge generated;
 - b. Quantity of sludge transported for treatment and/or disposal;
 - c. Name and location of the site(s) to which sludge is transported;
 - d. If a person other than the permittee is responsible for sludge transportation, treatment, and/or disposal, the permittee shall also keep records of the name and address of each transporter, and copies of all shipping manifests. *[62-620.320(6)]*

III. GROUND WATER REQUIREMENTS

1. Section III is not applicable to this facility.

IV. ADDITIONAL LAND APPLICATION REQUIREMENTS

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1. Section IV is not applicable to this facility.

V. OPERATION AND MAINTENANCE REQUIREMENTS

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a person who is qualified by formal training and/or practical experience in the field of water pollution control. [62-620.320(6)]
2. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
 - d. A copy of the current permit;
 - e. A copy of any required record drawings; and
 - f. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules.

[62-620.350]

VI. SCHEDULES

1. If the permittee wishes to continue operation of this wastewater facility after the expiration date of this permit, the permittee shall submit an application for renewal no later than one-hundred and eighty days (180) prior to the expiration date of this permit. Application shall be made using the appropriate forms listed in Rule 62-620.910, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C. [62-620.335(1) and (2)]

VII. BEST MANAGEMENT PRACTICES/STORMWATER POLLUTION PREVENTION PLANS

1. The permittee shall during the term of this permit operate the facility in accordance with the existing Best Management Practices (BMP) or in accordance with subsequent amendments to the Plan. The permittee shall also amend this Plan, to incorporate practices to achieve the objectives and specific requirements listed below. The permittee shall maintain the Plan at the facility and shall make the plan available to the Department upon request. The Plan shall be implemented in accordance with the schedule contained in Part VI of this permit. [62-620.100(3)(m)]
2. Through implementation of the Best Management Practices (BMP), the permittee shall prevent or minimize the generation and the potential for the release of pollutants from the facility to the waters of the State through normal operations and ancillary activities. [62-620.100(3)(m)]
3. The permittee shall develop and amend the BMP Plan consistent with the following objectives for the control of pollutants.

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- a. The number and quantity of pollutants and the toxicity of effluent generated, discharged or potentially discharged at the facility shall be minimized by the permittee to the extent feasible by managing each influent waste stream in the most appropriate manner.
- b. Under the BMP Plan, and any Standard Operating Procedures (SOPs) included in the Plan, the permittee shall ensure proper operation and maintenance of the treatment facility.
- c. The permittee shall establish specific objectives for the control of pollutants by conducting the following evaluations.
 - (1) Each facility component or system shall be examined for its waste minimization opportunities and its potential for causing a release of significant amounts of pollutants to waters of the United States due to equipment failure, improper operation, and natural phenomena such as rain or adverse weather, etc. The examination shall include all normal operations and ancillary activities including but not limited to material storage areas, plant site runoff, in-plant transfer, process and material handling areas, loading or unloading operations, spillage or leaks, sludge and waste disposal, or drainage from raw material storage, as applicable.
 - (2) Where experience indicates a reasonable potential for equipment failure (e.g., a tank overflow or leakage), natural condition (e.g., precipitation), or other circumstances to result in significant amounts of pollutants reaching surface waters, the program should include a prediction of the direction, rate of flow and total quantity of pollutants which could be discharged from the facility as a result of each condition or circumstance.

[62-620.100(3)(m)]

4. The BMP Plan shall be consistent with the objectives in Part 3 above and the general guidance contained in the publication entitled Guidance Manual for Developing Best Management Practices (BMPs) (USEPA, 1993) or any subsequent revisions to the guidance document. The BMP Plan shall:
 - a. Be documented in narrative form, shall include any necessary plot plans, drawings or maps, and shall be developed in accordance with good engineering practices. The BMP Plan shall be organized and written with the following structure:
 - (1) Name and location of the facility.
 - (2) Statement of BMP Plan policy.
 - (3) Structure, functions, and procedures of the BMP Plan committee.
 - (4) Specific management practices and standard operating procedures to achieve the above objectives, including, but not limited to, the following:
 - (a) modification of equipment, facilities, technology, processes, and procedures,
 - (b) reformulation or redesign of products,
 - (c) substitution of materials, and
 - (d) improvement in management, inventory control, materials handling or general operational phases of the facility.
 - (5) Risk identification and assessment.
 - (6) Reporting of BMP Plan incidents.
 - (7) Materials compatibility.
 - (8) Good housekeeping.
 - (9) Preventative maintenance.
 - (10) Inspections and records.
 - (11) Security.
 - (12) Employee training.
 - b. Establish specific best management practices to meet the objectives identified in Part 3 of this section, addressing each component or system capable of generating or causing a release of significant amounts of pollutants, and identifying specific preventative or remedial measures to be implemented.

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[62-620.100(3)(m)]

5. Required Components of a Waste Minimization Assessment

- a. The WMA shall include an overall plant water balance, as well as internal water balances, as necessary. This information shall be used to determine any opportunities for water conservation or reuse/recycling and to determine if and where leakages might occur.
- b. A materials and risk assessment shall be developed and shall include the following:
 - (1) Identification of the types and quantities of materials used or manufactured (including by products produced) at the facility;
 - (2) Identification of the location and types of materials management activities which occur at the facility;
 - (3) An evaluation of the following aspects of materials compatibility: containment and storage practices for chemicals, container compatibility, chemical mixing procedures; potential mixing or compatibility problems; and specific prohibitions regarding mixing of chemicals;
 - (4) Technical information on human health and ecological effects of toxic or hazardous chemicals presently used or manufactured (including by products produced) or planned for future use or production; and
 - (5) Analyses of chemical use and waste generation, including overall plant material balances and as necessary, internal process balances, for all pollutants. (When actual measurements of the quantity of a chemical entering a wastewater or storm water stream are not readily available, reasonable estimates should be made based on best engineering judgment.) The analyses shall address reasons for using particular chemicals, and measures or estimates of the actual and potential chemical discharges via wastewater, wastewater sludge, storm water, air, solid waste or hazardous waste media.
- c. The WMA shall include, at a minimum, the following means of reducing pollutant discharges in wastewater streams or of otherwise minimizing wastes:
 - (1) Process related source reduction measures, including any or all of the following, as appropriate:
 - (a) Production process changes;
 - (b) Improved process controls;
 - (c) Reduction of off spec materials;
 - (d) Reduction in use of toxic or hazardous materials;
 - (e) Chemical modifications and/or material purification;
 - (f) Chemical substitution employing non toxic or less toxic alternatives; and
 - (g) Equipment upgrades or modifications or changes in equipment use.
 - (2) Housekeeping/operational changes, including waste stream segregation, inventory control, spill and leak prevention, equipment maintenance; and employee training in areas of pollution prevention, good housekeeping, and spill prevention and response;
 - (3) In process recycling, on site recycling and/or off site recycling of materials;
 - (4) Following all source reduction and recycling practices, wastewater treatment process changes, including the use of new or improved treatment methods, such that treatment by products are less toxic to aquatic or human life; and
 - (5) Other means as agreed upon by the permit issuing authority and the permittee.
- d. For storm water discharges and instances where storm water enters the wastewater treatment/disposal system or is otherwise commingled with wastewater, the WMA shall evaluate the following potential sources of storm water contamination, at a minimum:
 - (1) Loading, unloading and transfer areas for dry bulk materials or liquids;
 - (2) Outdoor storage of raw materials or products;
 - (3) Outdoor manufacturing or processing activities;
 - (4) Dust or particulate generating processes; and
 - (5) On site waste and/or sludge disposal practices.

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The likelihood of storm water contact in these areas and the potential for spills from these areas shall be considered in the evaluation. The history of significant leaks or spills of toxic or hazardous pollutants shall also be considered. Recommendations for changes to current practices which would reduce the potential for storm water contamination from these areas shall be made, as necessary. [62-620.100(3)(m)]

6. The permittee is encouraged, but not required, to conduct a waste minimization assessment (WMA) for this facility to determine actions that could be taken to reduce waste loadings and chemical losses to all wastewater and/or storm water streams.

If the permittee elects to develop and implement a WMA, information on plan components can be obtained from the Department's Industrial Wastewater website, or from:

Florida Department of Environmental Protection
Industrial Wastewater Section, Mail Station 3545
Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

(850) 245-8589
(850) 245-8669 - (Fax)

[62-620.100(3)(m)]

7. The BMP Plan shall be signed by the permittee or their duly authorized representative in accordance with Rule 62-620.305(2)(a) and (b), F.A.C. The Plan shall be reviewed by appropriate facility staff and management. Where required by Chapter 471 (P.E.) or Chapter 492 (P.G.) Florida Statutes, applicable portions of the Plan shall be signed and sealed by the professional(s) who prepared them.

The BMP Plan shall contain a written statement from corporate or facility management indicating management's commitment to the goals of the BMP Plan program. Such statements shall be publicized or made known to all facility employees. Management shall also provide training for the individuals responsible for implementing the BMP Plan. [62-620.100(3)(m)]

8. The permittee shall maintain a copy of the BMP Plan at the facility and shall make the plan available to the Department upon request. All offices of the permittee which are required to maintain a copy of the NPDES permit shall also maintain a copy of the BMP Plan. [62-620.100(3)(m)]
9. If following review by the Department, the BMP Plan is determined insufficient, the permittee will be notified that the Plan does not meet one or more of the minimum requirements of this Part.

Upon such notification from the Department, the permittee shall amend the plan and shall submit to the Department a written certification that the requested changes have been made. Unless otherwise provided by the Department, the permittee shall have 30 days after such notification to make the changes necessary.

The permittee shall amend the BMP Plan whenever there is a change in the facility or in the operation of the facility which materially increases the generation of pollutants or their release or potential release to the receiving waters. The permittee shall also amend the Plan, as appropriate, when plant operations covered by the BMP Plan change. Any such changes to the Plan shall be consistent with the objectives and specific requirements listed above. All changes in the BMP Plan shall be reported to the Department in writing. [62-620.100(3)(m)]

10. At any time, if the BMP Plan proves to be ineffective in achieving the general objective of preventing and minimizing the generation of pollutants and their release and potential release to the receiving waters and/or the specific requirements above, the permit and/or the BMP Plan shall be subject to modification to incorporate revised BMP Plan requirements. [62-620.100(3)(m)]

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VIII. OTHER SPECIFIC CONDITIONS

1. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. [62-620.310(4)]
2. The permittee shall provide verbal notice to the Department's Northeast District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, or wastewater sludges. The Permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Northeast District in a written report within 7 days of the sinkhole discovery. [62-620.320(6)]
3. Existing manufacturing, commercial, mining, and silvicultural wastewater facilities or activities that discharge into surface waters shall notify the Department as soon as they know or have reason to believe:
 - a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following levels;
 - (1) One hundred micrograms per liter,
 - (2) Two hundred micrograms per liter for acrolein and acrylonitrile; five hundred micrograms per liter for 2, 4-dinitrophenol and for 2-methyl-4, 6-dinitrophenol; and one milligram per liter for antimony, or
 - (3) Five times the maximum concentration value reported for that pollutant in the permit application; or
 - b. That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following levels;
 - (1) Five hundred micrograms per liter,
 - (2) One milligram per liter for antimony, or
 - (3) Ten times the maximum concentration value reported for that pollutant in the permit application.

[62-620.625(1)]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. [62-620.610(1)]
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications or conditions of this permit constitute grounds for revocation and enforcement action by the Department. [62-620.610(2)]
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. [62-620.610(3)]

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4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.*[62-620.610(9)]*
10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*

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11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. [62-620.610(11)]
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. [62-620.610(12)]
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. [62-620.610(13)]
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14)]
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. [62-620.610(15)]
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. [62-620.610(16)]
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.[62-620.610(17)]
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
 - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.

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- b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
 - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
 - e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
 - f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C. [62-620.610(18)]
19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. [62-620.610(19)]
20. The permittee shall report to the Department's Northeast District any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances.
- A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- a. The following shall be included as information which must be reported within 24 hours under this condition:
 - (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 - (4) Any unauthorized discharge to surface or ground waters.
 - b. Oral reports as required by this subsection shall be provided as follows:
 - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a) 4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:
 - (a) Name, address, and telephone number of person reporting;
 - (b) Name, address, and telephone number of permittee or responsible person for the discharge;

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- (c) Date and time of the discharge and status of discharge (ongoing or ceased);
 - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - (e) Estimated amount of the discharge;
 - (f) Location or address of the discharge;
 - (g) Source and cause of the discharge;
 - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
 - (i) Description of area affected by the discharge, including name of water body affected, if any; and
 - (j) Other persons or agencies contacted.
- (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Northeast District within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the FDEP Northeast District shall waive the written report. [62-620.610(20)]
21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX. 17, 18 or 19 of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20 of this permit. [62-620.610(21)]
22. Bypass Provisions.
- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
 - b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The permittee submitted notices as required under Permit Condition IX. 22. b. of this permit.
 - c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX. 20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
 - d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX. 22. a. 1 through 3 of this permit.
 - e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX. 22. a. through c. of this permit.
- [62-620.610(22)]

Exhibit A

PERMITTEE: St. Johns County School Board
FACILITY: South Woods Elementary School RO WTP

PERMIT NUMBER: FL0429333 – 003 (Minor)
EXPIRATION DATE: March 27, 2016

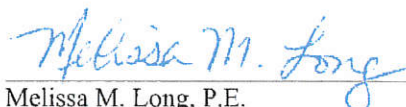
23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
 - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
 - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.5. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX. 5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION



Melissa M. Long, P.E.
Water Facilities Administrator

DATE: August 21, 2012

Attachment(s):
Discharge Monitoring Report



ST. JOHNS COUNTY SCHOOL DISTRICT

Purchasing Department

40 Orange Street

St. Augustine, Florida 32084

Telephone (904) 547-7700 FAX (904) 547-7705

Patrick Snodgrass, CPSM

Director of Purchasing

School Board Administration Center

Historic St. Augustine

September 12, 2014

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #1** to RFP #2014-20 Operation and Management of Water Treatment Plant.

Section 4.1 shall be amended and read as follows:

- 4.1 The term of this contract shall be from November 15, 2014 to November 14, 2017 and may by mutual agreement between the District and the awarded vendor(s) be renewable for up to two (2) additional one (1) year periods.

Section 12.2 shall be amended and read as follows:

- 12.2 Pricing for a flat annual fee to operate, manage and maintain the water treatment plant is required. A separate price must be submitted for year one (1), year two (2) and year three (3). Pricing must include all sampling as per permit.

A Revised Proposal Sheet has been attached.

The following is a list of questions that were asked along with the responses:

1. **Question:** Upon review of the bid documents I could not identify the staffing requirements (How many visits per week) can you clarify this for me?

Answer: The awarded vendor will be required to visit 7 days per week with a minimum of 1 hour each visit.

2. **Question:** Will the vendor be responsible for chemicals?

Exhibit A

Answer: The awarded vendor shall be responsible for ordering chemicals as needed with direct billing to the District from chemical vendor.

3. Question: Will the vendor be responsible for purchasing supplies for the required R/O maintenance? (ie. Pre filters, etc.)

Answer: Yes, the awarded vendor shall be responsible for basic and reasonable operational supplies. Any major repairs shall be quoted utilizing the set hourly rate and percentage markup in contract and approved by the Director of Maintenance or Supervisor.

4. Question: The Water plant is due for a partial of the triennial samples next year 2015. See attached schedule. Will this be included as part of the pricing for the annual contract or how does the District wish to have this pricing done?

Answer: The awarded vendor shall be responsible for all sampling as per permit. See amended Section 12.2.

5. Question: In regards to the samples in the permit that are due every 5 years. These samples are due 12 months prior to the permit expiration which will be March 2015. These samples are very expensive. How does the district want to have these samples priced? If the contractor includes them in the flat fee price it will increase it significantly.

Answer: See answer #4.

Thank you for your continued participation in the bid process.

Sincerely,



Patrick Snodgrass
Director of Purchasing

Exhibit A

RFP #2014-20 Operation and Management of
Water Treatment Plant

Revised Proposal Sheet

<u>Description</u>	<u>Price</u>
Year One Annual Fee (November 15, 2014 - November 14, 2015)	\$
Year Two Annual Fee (November 15, 2015 - November 14, 2016)	\$
Year Three Annual Fee (November 15, 2016 - November 14, 2017)	\$
Regular hourly labor rate for repair and additional work	\$ Per Hour
Non-Regular hourly labor rate for repair and additional work	\$ Per Hour
Percentage % mark up over cost for parts and materials	%

Company Name:

Authorized Signature:

Print Name:

Date:

Exhibit A



FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

NORTHEAST DISTRICT
8800 BAYMEADOWS WAY WEST, SUITE 100
JACKSONVILLE, FLORIDA 32256

RICK SCOTT
GOVERNOR

JENNIFER CARROLL
FL. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

waltons@stjohns.k12.fl.us

sgreen@uswatercorp.com; rhiggins@uswatercorp.com

March 5, 2013

Mr. Shane Walton
St Johns County School District
40 Orange Street
St Augustine, FL 32084

2013 Drinking Water Monitoring Requirements
South Woods Elementary School // PWS ID: 2554489

This letter summarizes current monitoring requirements for the above facility, but it is subject to change due to water quality issues or sampling and reporting violations. Please take samples early in the monitoring period to allow for possible lab delays and unforeseen events.

CONTAMINANT	NEXT DUE	LOCATION & COMMENTS
Microbiological (coliform)	Monthly <i>3-5-13</i>	<u>2</u> distribution samples and 1 raw from each well
Disinfectant Levels	Monthly	<u>2</u> field readings (one at each microbiological sample location site in the distribution system)
Nitrate & Nitrite <i>per 100</i>	2013	Taken at <u>each</u> Point of Entry to the distribution system
Primary Inorganics	2013 <i>4-11-13</i>	Taken at <u>each</u> Point of Entry to the distribution system
Asbestos (or waiver)	2013 <i>2-21-13</i>	Sample taken from within the distribution system (Waiver available if no asbestos pipe in the system)
Volatile Organics (VOCS)	2013 <i>2-21-13</i>	Taken at <u>each</u> Point of Entry to the distribution system
Synthetic Organics (SOCS)	2013 <i>2-21-13</i>	Taken at <u>each</u> Point of Entry to the distribution system (2 quarterly samples required if population >3,300)
Disinfection Byproducts (DBPs) Stage 1 <i>2 samples</i>	Jul-Sep 2013 <i>See table</i>	Includes Total Trihalomethanes (TTHMs) & Haloacetic Acids (HAA5s) taken at pre-approved sample plan sites; one maximum residence time location is required for <u>each</u> plant
Lead and Copper <i>in 2013</i>	Jun-Sep 2013	Samples taken at pre-approved sample plan sites
Water Quality Parameters (WQPs)	Not Required	Samples taken at entry point(s) to distribution

NOTE: Stage 2 DBP monitoring schedule is still to be determined and may change monitoring. You will be notified by e-mail or letter if there is a change.

Monitoring reports (with cover sheets, chain-of-custody and lab certification pages) are to be delivered to the Department *within 10 days* following the end of sample period or following your receipt of the laboratory report, whichever time is less. **Do not rely on the laboratory to submit your monitoring results to the Department.**

As a courtesy, we have sought to provide accurate information and delivery to the appropriate individuals, however it is ultimately the responsibility of the facility owner to verify and ensure that the correct monitoring is carried out.

Questions on this matter should be directed to Joni Petry by email at Joni.Petry@dep.state.fl.us, or by phone at 904-256-1606. Thank you in advance for your time and cooperation.

cc: Mr. Steven Green; Ms. Robin Higgins

Exhibit B

RFP #2014-20 Operation and Management of
Water Treatment Plant

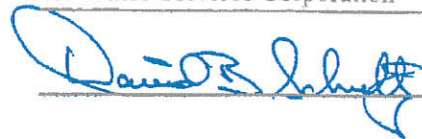
Revised Proposal Sheet

Description	Price
Year One Annual Fee (November 15, 2014 - November 14, 2015)	\$ 3,078.86 36,850.32 ^{DBS}
Year Two Annual Fee (November 15, 2015 - November 14, 2016)	\$ 2,641.72 31,700.64 ^{DBS}
Year Three Annual Fee (November 15, 2016 - November 14, 2017)	\$ 2,545.51 30,546.12 ^{DBS}
Regular hourly labor rate for repair and additional work	55.00 \$ Per Hour
Non-Regular hourly labor rate for repair and additional work	75.00 \$ Per Hour
Percentage % mark up over cost for parts and materials	15%

Company Name:

U.S. Water Services Corporation

Authorized Signature:



Print Name:

David B. Schultz, Sr.

Date:

9/23/14