



**AGREEMENT FOR
BULK HYDROFLUOSILICIC ACID 23%**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Hawkins, Inc. d/b/a Hawkins Water Treatment Group, Inc., a Minnesota corporation authorized to do business in the State of Florida, 2381 Rosegate, Roseville, MN 55113, and whose Federal tax identification number is 41-0771293, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase bulk hydrofluosilicic acid 23% from the Vendor (the "Purchase"); and,

WHEREAS, the County issued a solicitation, Formal Bid No. B160160/LKD on April 5, 2016; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary product and related services; and,

WHEREAS, the County approved a Notice of Intended Decision Bid Action on May 6, 2016; and,

WHEREAS, the VENDOR has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide and deliver bulk Hydrofluosilicic acid 23% on an as needed basis for Lee County Utilities, in accordance with the Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of B160160/LKD.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for one (1) year. The County reserves the right to renew this Agreement for up to three (3) additional one-year periods, upon mutual agreement of both parties and, except for

price as provided in Section III below, under the same terms and conditions.

- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.
- D. Price Escalation/De-Escalation
There shall be no increases to the Vendor's pricing, as provided in Exhibit B, for 365 calendar days after the effective date of this Agreement. Upward price adjustments may be permitted only at renewal period(s) and only where verified to the satisfaction of the Division of Procurement Management. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.

The Vendor shall not give less than 30 days' advance written notice of a price increase to the Division of Procurement Management. Any approved price change will be effective only at the beginning of the calendar month

following the end of the full 30-day notification period. The Vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the Vendor. Vendor will provide documentation with the request for increase which will:

- (1) verify that the requested price increase is general in scope and not applicable just to the County; and
- (2) verify the amount or percentage of increase is being passed on to the Vendor by others not under the control of the Vendor.

Failure by the Vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The Division of Procurement Management may make such verification as deemed adequate. However, an increase, which the Division of Procurement Management determines is excessive, regardless of any documentation supplied by the Vendor, may be cause for cancellation of the Agreement by the Division of Procurement Management.

The Division of Procurement Management will notify agencies purchasing goods under this Agreement and the Vendor in writing of the effective date of any increase, which may be approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old Agreement prices. The Vendor is further advised that price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE

**PUBLIC RECORDS RELATING TO THE CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT
239-533-2221, 2115 SECOND STREET, FORT MYERS,
FL 33901, <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.
- C. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. The Vendor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be

performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- E. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be

construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Jason Schroeder
Title: SE Regional Manager
Address: 2263 Clark St
Apopka FL 32703
Telephone: 800-330-1369
Facsimile: 800-524-9315
E-mail: Jason.Schroeder@hawkinsinc.com

County's Representative:

Name: HANK BARROSO
Title: PLANT OPERATIONS MGR
Address: 18250 DURRANCE RD
NORTH FORT MYERS FL 33917
Telephone: 239-543-4766
Facsimile: N/A
E-Mail: hbarroso@Lee.gov.com

- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Formal Bid No. B160160/LKD

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: *Marcia St*

Print Name: Marcia Stivanson

Hawkins, Inc. d/b/a Hawkins Water Treatment Group, Inc.

Signed By: *Jason Schroeder*

Print Name: Jason Schroeder

Title: SE Regional Manager

Date: 6/28/17

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *[Signature]*
CHAIR

DATE: August 3, 2016

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *Theresa King*
Deputy Clerk



APPROVED AS TO FORM:

BY: *[Signature]*
COUNTY ATTORNEY

EXHIBIT A
SCOPE OF SERVICES

1. Bulk Hydrofluosilicic Acid 23%, including delivery, on an as-needed basis.

A. Description

Liquid, water white to straw yellow, with pungent odor.

B. Physical Properties

1. Must be clean and free of visible suspended matter
2. Contain between 20% and 30% Hydrofluosilicic acid
3. Maximum dosage of 1.2 mg/L fluoride ion.

C. Packaging

Bulk; Packaging and shipping of all Hydrofluosilicic acid solutions shall conform to all applicable local, state, and federal, including US DOT, regulations and applicable interstate regulations. Unloading shall be through a 2" quick coupling fitting on the tank. Hoses for delivering from the tanker to the bulk tank shall be the responsibility of the awarded vendor.

D. Delivery Locations

Corkscrew Water Treatment Plant (WTP)
16101 Alico Road
Ft. Myers, FL 33913

Olga WTP
1450 Werner Drive
Alva, FL 33920

North Lee County WTP
18250 Durance Road
North Fort Myers, FL 33917

Pinewoods WTP
11950 Corkscrew Rd.
Estero, FL 33928

- a. The County reserves the right to add or delete delivery sites at its discretion at anytime throughout the term of this Agreement.
- b. The Vendor's delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the trucking company or the awarded vendor. All personnel making deliveries must wear the appropriate personal protective equipment

EXHIBIT A
SCOPE OF SERVICES

(PPE) as required by the Safety Data Sheet (SDS) for Hydrofluosilicic Acid 23%.

- c. Shipments will be Free on Board (FOB) Destination, and received between the hours of 8:00 AM and 4:00 PM, Monday through Friday, within five (5) working days after verbal receipt of the order from Lee County Utilities.
 - d. Lee County Utilities reserves the right to refuse delivery if that delivery is not in the proper timeframe; the vendor has improper equipment to offload the delivery; and/or is taking improper safety precautions or has malfunctioning equipment.
2. The Vendor will provide, at no additional cost to the County, four (4)-hour training sessions twice each year that meet the federal and state safety and right-to-know training requirements. The education and instruction of the County's operations personnel shall be by a qualified instructor familiar with the safe handling practices associated with the chemical being discussed.
- a. The training sessions will be held in one central location in Lee County which will be determined by Lee County Utilities. The awarded suppliers will be responsible for travel, lodging, meals and training materials costs.

EXHIBIT B
FEE SCHEDULE

- A. Bulk Hydrofluosilicic Acid 23%: \$2.67 per gallon, including delivery
 - a. There will be no minimum order requirement; the County may order any number of gallons from the Vendor on an as needed basis at any time.
- B. There will be no charge for the two (2) training sessions provided by the Vendor each year as provided in Exhibit A.

EXHIBIT C
INSURANCE REQUIREMENTS

HAZARDOUS MATERIALS HAULERS

1. Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.
 - a. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease limit per employee
 - b. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
 - \$1,000,000 bodily injury per person (BI)
 - \$2,000,000 bodily injury per occurrence (BI)
 - \$1,000,000 property damage (PD) or
 - \$2,000,000 combined single limit (CSL) of BI and PD
 - c. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 bodily injury per person (BI)
 - \$2,000,000 bodily injury per occurrence (BI)
 - \$1,000,000 property damage (PD) or
 - \$2,000,000 combined single limit (CSL) of BI and PD
 - d. Pollution Liability - Covering a transporter moving hazardous products or waste as cargo aboard the transporter's truck:
 - \$1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

EXHIBIT C INSURANCE REQUIREMENTS

The required limit of liability shown in Insurance Requirements item: 1.a; 1.b; 1.c; 1. d; may be provided in the form of "Excess" or "Commercial Umbrella Insurance Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

2. Verification of Coverage:

- a. Ten (10) days prior to the commencement of any work under the contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policies.***
 2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

- a. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: Commodity

SUBJECT: Project known as: B160160LKD Bulk Hydrofluosilicic Acid 23%

Between Lee County and Hawkins, Inc. d/b/a Hawkins Water Treatment Group, Inc.

Reference: Department Director approval: N/A

County Administrator approval: N/A

Reference: Board action approving contract/agreement

Board Date: 06/21/2016 Agenda Item No.: 38

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement *Project Sponsoring Department*

Recommendation to execute

Not recommending execution for the following reason(s):

Date received: _____ Date returned/forwarded: _____

Signed: _____

RECEIVED BY
LEE CO. ATTORNEY
2016 AUG - 2 AM 8:39

(2) **By Procurement Management:**

Recommending execution

Not recommending execution for the following reason(s):

Date received: 06/29/2016 Date returned/forwarded: 08/01/2016

Signed: *[Signature]*

(3) **By the Risk Management**

Recommending execution

Not recommending execution for the following reason(s):

Date received: Aug. 1, 2016 Date returned/forwarded: Aug 2, 2016

Signed: *[Signature]*

(4) **By the County Attorney:**

Recommending execution

Not recommending execution for the following reason(s):

Date received: 8-2-16 Date returned/forwarded: 8-2-16

Signed: *[Signature]*

(5) **Board**

(6) **Clerk's Office, Minutes Department** 8-3-16 TK

(7) **Procurement Management** Lori DeLoach (Ext 38858)

RECEIVED
MINUTES OFFICE
2016 AUG - 3 AM 9:18

Blue Sheet No. 20160334	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 6/21/2016	Item No. 38
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TITLE:

Approve award of invitation to Bid No. B160160 Bulk Hydrofluosilicic Acid 23% to Hawkins Inc.

ACTION REQUESTED:

- A) Approve award of Invitation to Bid No. B160160, Bulk Hydrofluosilicic Acid 23%, to Hawkins Inc. d/b/a Hawkins Water Treatment Group, for a period of one year, as approved in the department's adopted budget.
- B) Authorize the Chair to execute the contract documents.
- C) Authorize the Procurement Director to add or delete delivery locations as needed.
- D) Grant the Procurement Director the authority to negotiate renewals of this agreement for up to three additional one-year periods, under the same terms and conditions noted in the bid documents, if doing so is in the best interest of Lee County.
- E) Authorize the County Manager or designee to execute renewal contract documents as approved in the annual budget.

FUNDING:

These services are funded from the Enterprise Fund, and they are included in the LCU FY15/16 Operating Budget.

The annual contract may be renewed for up to three additional one-year periods. Funds will be available each year from the Utilities Operating Budget.

Funds: Lee County Utilities Water Treatment Plant Operating Funds; Chemical, Insecticide, Fertilizer.

WHAT ACTION ACCOMPLISHES:

Approves the award of Bid B-160160, to Hawkins Inc. for the purchase of 23% Hydrofluosilicic Acid on an as needed basis to be used for fluoridation of finished water at the County Water Treatment Plants.

MANAGEMENT RECOMMENDATION:

Approve.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC4-1 <input type="checkbox"/> Other	Commissioner: Department: UTILITIES Division: No Divisions By: Pam Keyes

Background:

On April 25, 2016, Procurement Management received sealed bids for Invitation to Bid No. B-160160 for the annual purchase of 23% Hydrofluosilicic Acid on behalf of the Lee County Utilities. On that date, three responses were received. The bids have been thoroughly reviewed, and a recommendation is being made to award to Hawkins Inc. as the low bidder meeting all specification requirements. The total bid amount is \$66,750 based on an estimated annual usage of 25,000 gallons. This unit price for bulk

Required Review:					
Pam Keyes	Mary Tucker	Lori Borman	Mike Figueroa	Peter Winton	Corris L. McIntosh Jr.
UTILITIES	Purchasing	Budget Analyst	Risk	Budget Services	County Attorney
Doug Meurer					
County Manager					

chemical is less than the prior contract amount resulting in a savings of \$0.11 per gallon.

1. Solicitation
2. Vendor Bid
3. Opening Tab
4. Notice of Intended Decision Bid Action

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**



Detail by Document Number

Foreign Profit Corporation

HAWKINS WATER TREATMENT GROUP, INC.

Filing Information

Document Number F14000004437
FEI/EIN Number 41-0771293
Date Filed 10/20/2014
State MN
Status ACTIVE

Principal Address

2381 ROSEGATE
ROSEVILLE, MN 55113

Mailing Address

2381 ROSEGATE
ROSEVILLE, MN 55113

Registered Agent Name & Address

NATIONAL REGISTERED AGENTS, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title D

MCKEON, JOHN
2381 ROSEGATE
ROSEVILLE, MN 55113

Title D

SKAAR, DARYL
2381 ROSEGATE
ROSEVILLE, MN 55113

Title D

JERGENSON, DUANE
2381 ROSEGATE
ROSEVILLE, MN 55113

Title P

HAWKINS, PATRICK
2381 ROSEGATE
ROSEVILLE, MN 55113

Title V

KELLER, THOMAS
2381 ROSEGATE
ROSEVILLE, MN 55113

Title S



ERSTAD, RICHARD
2381 ROSEGATE
ROSEVILLE, MN 55113

Annual Reports

Report Year	Filed Date
2015	01/13/2015

Document Images

<u>01/13/2015 -- ANNUAL REPORT</u>	View Image in PDF format
<u>10/20/2014 -- Foreign Profit</u>	View Image in PDF format

2015 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F14000004437

Entity Name: HAWKINS WATER TREATMENT GROUP, INC.

Current Principal Place of Business:

2381 ROSEGATE
ROSEVILLE, MN 55113

Current Mailing Address:

2381 ROSEGATE
ROSEVILLE, MN 55113 US

FEI Number: 41-0771293

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NATIONAL REGISTERED AGENTS, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D
Name MCKEON, JOHN
Address 2381 ROSEGATE
City-State-Zip: ROSEVILLE MN 55113

Title D
Name SKAAR, DARYL
Address 2381 ROSEGATE
City-State-Zip: ROSEVILLE MN 55113

Title D
Name JERGENSON, DUANE
Address 2381 ROSEGATE
City-State-Zip: ROSEVILLE MN 55113

Title P
Name HAWKINS, PATRICK
Address 2381 ROSEGATE
City-State-Zip: ROSEVILLE MN 55113

Title V
Name KELLER, THOMAS
Address 2381 ROSEGATE
City-State-Zip: ROSEVILLE MN 55113

Title S
Name ERSTAD, RICHARD
Address 2381 ROSEGATE
City-State-Zip: ROSEVILLE MN 55113

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RICHARD ERSTAD

SECRETARY

01/13/2015

Electronic Signature of Signing Officer/Director Detail

Date

May 12, 2015



Ladies and Gentleman:

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

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

Sincerely,

Richard G. Erstad
Vice President, General Counsel and Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2016

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

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

PRODUCER Marsh & McLennan Agency LLC 7225 Northland Dr N #300 Minneapolis MN 55428	CONTACT NAME: Michelle Hanson	
	PHONE (A/C, No, Ext): 763-746-8239	FAX (A/C, No):
E-MAIL ADDRESS: michelle.hanson@marshmma.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Steadfast Insurance Com		26387
INSURER B : Great Divide Insurance Company		25224
INSURER C : Nautilus		17370
INSURER D : Aspen Speciality		10717
INSURER E :		
INSURER F :		

INSURED HAWKIINC

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113

COVERAGES **CERTIFICATE NUMBER:** 793393792 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Products Poll GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLP201280211	9/30/2015	9/30/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA 9948			BAP201278511	9/30/2015	9/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			SXS655436806	9/30/2015	9/30/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA201280111	9/30/2015	9/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C D	Pollution Liability			SSP201587910 EXAFVXW15	9/30/2015 9/30/2015	9/30/2018 9/30/2018	Total Limit 25,000,000 Occ 25,000,000 Agg

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

This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Companies A, C, and D are subject to statutes and regulations of surplus lines carriers.

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are included as See Attached...

CERTIFICATE HOLDER Lee County Procurement Management PO Box 398 Fort Myers FL 33902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: HAWKIINC

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Hawkins, Inc. 2381 Rosegate Roseville, MN 55113	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Additional Insured as required by written contract or agreement limited to the General Liability coverage.
Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.
RE: B160160LKD Bulk Hydrofluosilicic Acid 23%