REQUEST FOR BIDS

BID NUMBER: 2020 04

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A BID ON ITEM (S) AS LISTED IN THIS BID REQUEST. IT IS THE INTENT OF THE EMERALD COAST UTILITIES AUTHORITY TO RECEIVE BIDS THAT WILL BE PUBLICLY OPENED AT 2:00 P.M., JANUARY 28, 2020, FOR THE FOLLOWING:

ITEM A – GRANULAR ACTIVATED CARBON

SEALED BIDS WILL BE RECEIVED UNTIL 2:00 P.M., JANUARY 28, 2020, BY THE PURCHASING AND STORES MANAGER, EMERALD COAST UTILITIES AUTHORITY, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA 32514. THE PROPOSALS RECEIVED WILL THEN BE PUBLICLY OPENED AND READ. THE EMERALD COAST UTILITIES AUTHORITY RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY BID; REJECT ANY OR ALL PROPOSALS, IN WHOLE OR IN PART; RE-BID A PROJECT, IN WHOLE OR IN PART; AND TO ACCEPT A PROPOSAL THAT IN ITS JUDGMENT IS THE LOWEST AND BEST BID OF A RESPONSIBLE BIDDER. IN ACCEPTING A BID, ECUA MAY AWARD A CONTRACT BASED ONLY ON THE BASE BID, THE BASE BID PLUS ALL ALTERNATES, OR THE BASE BID PLUS ANY ALTERNATES WHICH ECUA SELECTS – WITH ALL DECISIONS BEING MADE BASED UPON WHAT ECUA BELIEVES TO BE THE BEST INTERESTS OF ITS RATEPAYERS, IN THE REASONABLE EXERCISE OF ITS DISCRETION. ECUA FURTHER RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES AS MAY BE REQUIRED TO MEET THE NEEDS OF ECUA, AT THE UNIT PRICE WHICH WAS BID.

LEGAL ADVERTISEMENT

Sealed bids for Bid Number 2020 04, Granular Activated Carbon, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m. (local time), **January 28, 2020**, at which time bids submitted will be publicly opened and read. A pre bid conference will be held in the Finance Conference Room located on the second floor of the Emergency Operations Support Addition at 9255 Sturdevant Street at 10 a.m., local time, on **January 7, 2020**. MANDATORY site visits are required. Instructions are provided in the bid package regarding scheduling the site visits. It is the intent of the Emerald Coast Utilities Authority to enter into a contract with a qualified vendor for the initial delivery of approximately 2860 cubic feet (backwashed and drained) of Granular Activated Carbon (GAC). Thereafter, ECUA may make further purchases during the remainder of the contract period in increments of 2,860 (backwashed and drained) cubic feet of GAC. All deliveries must be made within 14 calendar days of the call order. It is preferred that the GAC be delivered in tank trailers. Delivery in "supersacks" is acceptable, but the vendor must arrange and pay for the transfer of the GAC from the supersacks to ECUA's adsorption vessels. Spent GAC must be removed and disposed of by the vendor. The vendor must agree to accept the spent carbon before the bid can be awarded. Samples of spent carbon will be made available for testing if requested by the vendor. The Granular Activated Carbon to be supplied hereunder shall comply with the most recent version of AWWA Standard B604, in addition to meeting the requirements listed in the bid package. Specifications and information may be obtained free of charge from ECUA, Purchasing and Stores Manager (850-969-3350), or via email at amy.williamson@ecua.fl.gov, or on the web at www.ecua.fl.gov. Proposals received after 2:00 p.m. (local time), **January 28, 2020**, will be returned unopened. ECUA reserves the right to reject any and all proposals and re-advertise.

Proposed Advertising Dated: December 19, 2019

INSTRUCTIONS TO BIDDERS

ALL THESE TERMS AND CONDITIONS ARE A PART OF THIS BID REQUEST.

1. BID SCHEDULE: (AWAITING YOUR ADJUSTED LANGUAGE)

BIDS ARE PRESENTLY SCHEDULED TO BE RECEIVED BY 2:00 P.M., JANUARY 28, 2020, IN THE ECUA PURCHASING SECTION, 2ND FLOOR, EMERGENCY OPERATIONS SUPPORT ADDITION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK. IT IS ANTICIPATED THAT BIDS WILL BE CONSIDERED BY THE ECUA CITIZENS' ADVISORY COMMITTEE SCHEDULED TO MEET AT 2:00 P.M., FEBRUARY 18, 2020, IN THE ECUA BOARD ROOM, 1ST FLOOR, EMERGENCY OPERATIONS SUPPORT ADDITION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA FL 32514. THE ECUA CITIZENS' ADVISORY COMMITTEE RECOMMENDATION WILL BE PRESENTED TO THE ECUA BOARD AT THEIR MEETING SCHEDULED FOR 2:00 P.M., FEBRUARY 25, 2020, IN THE ECUA BOARD ROOM.

2. BID SUBMISSION:

ONE ORIGINAL AND FOUR COPIES OF ALL BIDS TO BE CONSIDERED MUST BE IN THE POSSESSION OF THE EMERALD COAST UTILITIES AUTHORITY PURCHASING AND STORES MANAGER. BIDS MAY BE MAILED OR DELIVERED TO HIS OFFICE AT 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA, 32514, IN A SEALED ENVELOPE CLEARLY MARKED WITH THE PROJECT NAME. REGARDLESS OF THE METHOD OF DELIVERY, EACH BIDDER SHALL BE RESPONSIBLE FOR HIS BID(S) BEING DELIVERED ON TIME, AS THE EMERALD COAST UTILITIES AUTHORITY ASSUMES NO RESPONSIBILITY FOR SAME. PROPOSALS OFFERED OR RECEIVED AFTER THE TIME SET FOR THE BID OPENING WILL BE REJECTED AND RETURNED UNOPENED TO THE BIDDER.

3. CONVICTION OF PUBLIC ENTITY CRIME

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 BID ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT 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, FOR CATEGORY TWO ($35,000) FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

4. BID WITHDRAWAL:

NO BID MAY BE WITHDRAWN FOR A PERIOD OF NINETY (90) DAYS FROM THE BID OPENING. PRICES MAY NOT BE MODIFIED DURING THIS PERIOD. PROPOSALS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE BID OPENING TIME.

5. BID AUTHORIZATION:

ALL BIDS MUST BE SUBMITTED ON THE FORM PROVIDED BY THE EMERALD COAST UTILITIES AUTHORITY AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY PLACING THE BID. ONE COMPLETE SET OF BID FORMS WILL BE FURNISHED EACH COMPANY INTERESTED IN BIDDING.

6. BID ERRORS:

A BIDDER MAY NOT MODIFY ITS BID AFTER BID OPENING. ERRORS IN THE EXTENSION OF UNIT PRICES STATED IN A BID OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION IN A BID MAY BE CORRECTED BY THE PURCHASING AND STORES MANAGER PRIOR TO AWARD. IN SUCH CASES, UNIT PRICES SHALL NOT BE CHANGED.

7. AWARD OF BID:

ECUA RESERVES THE RIGHT TO ESTABLISH PRIORITIES AND TO AWARD THE CONTRACT TO A SINGLE BIDDER BASED UPON THE TOTAL BID OR TO MULTIPLE VENDORS BASED UPON THE ITEMS INDIVIDUALLY BID. ECUA ALSO RESERVES THE RIGHT TO SELECTIVELY PURCHASE ANY SINGLE OR ANY MULTIPLE ITEMS FROM THIS BID.

8. TAXES:

DO NOT INCLUDE ANY TAX WITH YOUR BID. THE EMERALD COAST UTILITIES AUTHORITY IS EXEMPT FROM FEDERAL, STATE AND LOCAL TAXES. TAX EXEMPT NUMBER 85-8012640152C-4 APPLIES.

9. TERMS:

MINIMUM TERMS WILL BE NET 30 (30 DAYS AFTER RECEIPT OF MATERIAL/SERVICE) UNLESS A DISCOUNT IS INVOLVED. TERMS OFFERING A DISCOUNT FOR PROMPT PAYMENT WILL ONLY BE CONSIDERED IN DETERMINING THE LOW BID IF THE DISCOUNT PERIOD IS 15 DAYS OR GREATER (15 DAYS AFTER RECEIPT OF MATERIAL/SERVICE OR INVOICE, WHICHEVER IS GREATER).

10. BID TABULATIONS:

BID TABULATIONS WILL BE POSTED FOR REVIEW IN THE PURCHASE SECTION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK ON OR ABOUT JANUARY 28, 2020, AND WILL REMAIN POSTED FOR 72 HOURS EXCLUDING WEEKENDS AND HOLIDAYS.

11. BID QUESTIONS:

ALL QUESTIONS ABOUT THE MEANING OR INTENT OF THE BIDDING DOCUMENTS ARE TO BE SUBMITTED TO ECUA'S OPERATIONS MANAGER BOBBY ROGERS, IN WRITING VIA EMAIL AT ROBERT.ROGERS@ECUA.FL.GOV UP TO SEVEN DAYS PRIOR TO THE BID OPENING. INTERPRETATIONS AND CLARIFICATION CONSIDERED NECESSARY BY ECUA IN RESPONSE TO SUCH QUESTIONS WILL BE ISSUED BY ADDENDA TO THE ECUA WEBSITE. QUESTIONS RECEIVED LESS THAN SEVEN (7) DAYS PRIOR TO THE DATE FOR THE OPENING OF BIDS WILL NOT BE ANSWERED. ONLY QUESTIONS ANSWERED BY ADDENDA WILL BE BINDING. ORAL AND OTHER INTERPRETATIONS OR CLASSIFICATIONS WILL BE WITHOUT LEGAL EFFECT.

12. COMPLIANCE WITH SPECIFICATIONS:

IN ORDER TO DETERMINE THAT YOUR BID COMPLIES WITH BID SPECIFICATIONS, PRODUCT LITERATURE AND/OR DATA/INFORMATION MUST BE INCLUDED WITH THE BID PROPOSAL AS INDICATED IN THE SPECIFICATIONS. ANY DEVIATIONS FROM THE BID SPECIFICATIONS SHOULD BE IDENTIFIED SEPARATELY. FAILURE TO INCLUDE SUCH PRODUCT LITERATURE AND/OR DATA/INFORMATION SHALL BE GROUNDS FOR REJECTION OF ANY BID.

13. UNIFORM COMMERCIAL CODE:

THE UNIFORM COMMERCIAL CODE (FLORIDA STATUTES, CHAPTER 672) SHALL PREVAIL AS THE BASIS FOR CONTRACTUAL OBLIGATIONS BETWEEN THE AWARDED VENDOR/CONTRACTOR AND EMERALD COAST UTILITIES AUTHORITY FOR ANY TERMS AND CONDITIONS NOT SPECIFICALLY STATED IN THIS INVITATION FOR BID.

14. EXECUTION OF CONTRACT:

ANY ACTION OF ECUA IN AWARDING THE PURCHASE OF ANY MATERIAL OR PERFORMANCE OF A SERVICE IS SUBJECT TO AND CONDITIONED UPON THE EXECUTION OF A WRITTEN PURCHASE CONTRACT AND/OR A PURCHASE ORDER BETWEEN ECUA AND THE VENDOR.

15. CONTRACTUAL AGREEMENT:

THIS INVITATION FOR BID SHALL BE INCLUDED AND INCORPORATED IN THE FINAL CONTRACT OR PURCHASE ORDER. THE ORDER OF CONTRACT PRECEDENCE WILL BE THE CONTRACT (PURCHASE ORDER), BID DOCUMENT AND RESPONSE. ANY AND ALL LEGAL ACTION NECESSARY TO ENFORCE THE CONTRACT WILL BE HELD IN ESCAMBIA COUNTY AND THE CONTRACT WILL BE INTERPRETED ACCORDING TO THE LAWS OF FLORIDA.

16. PROTESTS:

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE DIRECTLY AND ADVERSELY AFFECTED BY THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT OR BY PLANS OR SPECIFICATIONS CONTAINED IN AN INVITATION TO BID OR REQUEST FOR PROPOSALS MAY FILE A PROTEST IN ACCORDANCE WITH THE FOLLOWING RULES AND SECTION 12 OF THE ECUA ACT (CHAPTER 2001-324, LAWS OF FLORIDA AS AMENDED).

NOTICE OF PROTEST OF PLANS, SPECIFICATIONS OR OTHER REQUIREMENTS CONTAINED IN AN INVITATION TO BID OR IN A REQUEST FOR PROPOSALS SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING RECEIPT OF THE PLANS OR SPECIFICATIONS. NOTICE OF PROTEST OF THE REJECTION OF A BID OR PROPOSAL AS NON-RESPONSIVE SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE TO THE BIDDER OF THE REJECTION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE POSTING OF THE BID TABULATION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO A BIDDER OTHER THAN THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE OF THE AWARD OF A PURCHASE ORDER OR CONTRACT.

A NOTICE OF PROTEST SHALL BE IN WRITING AND SHALL STATE THE SUBJECT MATTER OF THE PROTEST.

A FORMAL WRITTEN PROTEST SHALL BE FILED WITHIN SEVEN (7) BUSINESS DAYS AFTER THE FILING OF NOTICE OF PROTEST. A FORMAL WRITTEN PROTEST SHALL STATE WITH PARTICULARITY THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED.

NOTICE OF PROTEST AND FORMAL WRITTEN PROTEST OF PLANS OR SPECIFICATIONS FOR OR THE AWARD OR INTENDED AWARD OF A CONTRACT SHALL BE FILED WITH THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE. FAILURE TO FILE A NOTICE OF PROTEST OR FAILURE TO FILE A FORMAL WRITTEN PROTEST WITHIN THE TIMES PERMITTED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER THESE RULES AND UNDER SECTION 12 OF CHAPTER 2001-324, LAWS OF FLORIDA, AS AMENDED.

UPON RECEIPT OF A NOTICE OF PROTEST WHICH HAS BEEN TIMELY FILED, THE EXECUTIVE DIRECTOR SHALL STOP THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS UNTIL THE PROTEST HAS BEEN RESOLVED. HOWEVER, THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS MAY PROCEED WHEN THE EXECUTIVE DIRECTOR DETERMINES THAT DELAY WOULD BE DETRIMENTAL TO THE INTERESTS OF ECUA. ANY AWARD OF A PURCHASE ORDER OR CONTRACT UNDER SUCH CONDITIONS SHALL BE SUBJECT TO THE OUTCOME OF THE PROTEST. AFTER THE AWARD OF A CONTRACT OR PURCHASE ORDER RESULTING FROM A BID IN WHICH A TIMELY PROTEST WAS RECEIVED AND IN WHICH ECUA DID NOT PREVAIL, ECUA MAY TAKE SUCH ACTION AS IT CONSIDERS APPROPRIATE, WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, AWARD OF THE CONTRACT OR PURCHASE ORDER TO THE PREVAILING PARTY, CANCELLATION OF THE CONTRACT OR PURCHASE ORDER, OR REBIDDING.

THE EXECUTIVE DIRECTOR SHALL PROVIDE REASONABLE OPPORTUNITY TO RESOLVE A PROTEST BY AGREEMENT. IF AGREEMENT IS NOT REACHED WITHIN SUCH TIME AS THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE CONSIDERS REASONABLE UNDER THE CIRCUMSTANCES, THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL REVIEW THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED, AND SHALL RENDER A DECISION WHICH SHALL BE IN WRITING AND SHALL BE PROMPTLY TRANSMITTED TO THE PROTESTOR.

IF THE PROTESTOR WISHES TO CONTINUE THE PROTEST BEYOND THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE, THE PROTESTOR SHALL BE REQUIRED TO FILE A PETITION FOR REVIEW BY THE ECUA BOARD. THIS PETITION SHALL BE MADE IN WRITING AND PRESENTED TO THE EXECUTIVE DIRECTOR WITHIN TEN (10) DAYS AFTER NOTICE OF THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE; OTHERWISE, THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL BE FINAL AND BINDING. SUCH PETITION SHALL STATE THE PARTICULAR GROUNDS ON WHICH IT IS BASED AND MAY INCLUDE PERTINENT DOCUMENTS AND EVIDENCE RELATING THERETO. ANY GROUNDS NOT STATED SHALL BE DEEMED TO HAVE BEEN WAIVED BY THE PROTESTOR. THIS PETITION MUST ALSO BE ACCOMPANIED BY A PROTEST BOND OF AN AMOUNT EQUAL TO 1.0 PERCENT (1%) OF THE VALUE OF THE SOLICITATION, BUT IN NO CASE LESS THAN $1,000 NOR GREATER THAN $10,000.00. THIS BOND SHALL BE IN THE FORM OF A MONEY

ORDER, CERTIFIED CASHIER'S CHECK, OR CERTIFIED BANK CHECK MADE PAYABLE TO THE EMERALD COAST UTILITIES AUTHORITY. FAILURE TO POST SUCH BOND WITHIN TEN (10) BUSINESS DAYS AFTER THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL RESULT IN THE PROTEST BEING DISMISSSED BY THE EXECUTIVE DIRECTOR.

THE BOND REQUIRED BY THE ABOVE PARAGRAPH SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS AND CHARGES WHICH MAY BE ADJUDGED AGAINST THE PERSON FILING THE PETITION FOR REVIEW. IF THE PROTESTOR PREVAILS, THE BOND SHALL BE RETURNED TO THE PROTESTOR. IF HOWEVER, ECUA PREVAILS, THE BOND SHALL BE FORFEITED, AND ECUA SHALL BE ENTITLED TO RECOVER THE COSTS AND CHARGES, EXCLUDING ATTORNEY'S FEES, OF SUCH HEARING. THE ENTIRE AMOUNT OF THE BOND ALSO SHALL BE FORFEITED IF IT IS DETERMINED THAT A PROTEST WAS FILED FOR A FRIVOLOUS OR IMPROPER PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE PURPOSE OF HARASSING, CAUSING UNNECESSARY DELAY, OR CAUSING NEEDLESS COST FOR ECUA OR ANOTHER INTERESTED PARTY/PARTIES.

ANY NOTICE REQUIRED OR PERMITTED UNDER THIS BID PROTEST PROCEDURE SHALL BE EFFECTIVE WHEN DELIVERED PERSONALLY OR BY FACSIMILE, OR WHEN DEPOSITED IN THE U.S. MAIL. IF NOTICE IS GIVEN ONLY BY MAIL, THREE (3) DAYS SHALL BE ADDED TO THE TIME WITHIN WHICH A PROTESTOR MAY FILE A NOTICE OF PROTEST OR PETITION FOR REVIEW.

17. CONTRACTS EXCEEDING ONE YEAR:

WHEN APPLICABLE, A CONTRACT MAY BE RENEWED CONTINGENT UPON COST FACTORS, MUTUAL AGREEMENT, SATISFACTORY PERFORMANCE EVALUATIONS, AVAILABILITY OF FUNDS AND ECUA BOARD APPROVAL. ECUA'S PERFORMANCE AND OBLIGATION TO PAY FOR THE PURCHASE OF SERVICES OR TANGIBLE PERSONAL PROPERTY OF A PERIOD IN EXCESS OF ONE (1) FISCAL YEAR UNDER ANY CONTRACTUAL RELATIONSHIP IS CONTINGENT UPON AN ANNUAL BUDGET APPROVAL BY THE ECUA BOARD.

18. CONDUCT OF PARTICIPANTS:

AFTER THE ISSUANCE OF ANY SOLICITATION, ALL BIDDERS/PROPOSERS/PROTESTORS OR INDIVIDUALS ACTING ON THEIR BEHALF ARE HEREBY PROHIBITED FROM LOBBYING AS DEFINED HEREIN OR OTHERWISE ATTEMPTING TO PERSUADE OR INFLUENCE ANY ELECTED ECUA OFFICIALS, THEIR AGENTS OR EMPLOYEES OR ANY MEMBER OF THE RELEVANT SELECTION COMMITTEE AT ANY TIME DURING THE BLACKOUT PERIOD AS DEFINED HEREIN; PROVIDED, HOWEVER, NOTHING HEREIN SHALL PROHIBIT BIDDERS/PROPOSERS/PROTESTORS OR INDIVIDUALS ACTING ON THEIR BEHALF FROM COMMUNICATING WITH THE PURCHASING STAFF CONCERNING A PENDING

SOLICITATION UNLESS OTHERWISE PROVIDED IN THE SOLICITATION OR UNLESS OTHERWISE DIRECTED BY THE PURCHASING MANAGER.

LOBBYING MEANS THE ATTEMPT TO INFLUENCE THE THINKING OF ELECTED ECUA OFFICIALS, THEIR AGENTS OR EMPLOYEES OR ANY MEMBER OF THE RELEVANT SELECTION COMMITTEE FOR OR AGAINST A SPECIFIC CAUSE RELATED TO A PENDING SOLICITATION FOR GOODS OR SERVICES, IN PERSON, BY MAIL, BY FACSIMILIE, BY TELEPHONE, BY ELECTRIC MAIL, OR BY ANY OTHER MEANS OF COMMUNICATION.

19. BLACKOUT PERIOD:

BLACKOUT PERIOD MEANS THE PERIOD BETWEEN THE TIME THE BIDS/PROPOSALS FOR INVITATION TO BID OR THE REQUEST FOR PROPOSAL, OR QUALIFICATIONS, OR INFORMATION, OR REQUESTS FOR LETTERS OF INTEREST, OR THE INVITATION TO NEGOTIATE, AS APPLICABLE, ARE ADVERTISED AND THE TIME THE ECUA BOARD AWARDS THE CONTRACT AND ANY RESULTING BID PROTEST IS RESOLVED OR THE SOLICITATION IS OTHERWISE CANCELLED. CONDUCT INCONSISTENT WITH THIS SECTION MAY BE GROUNDS FOR DISQUALIFYING THE OFFENDING PROPOSER FROM CONSIDERATION OR ANY FUTURE PROPOSAL.

20. OTHER PROVISIONS

Contractor is required to comply with public records laws codified in Chapter 119, Florida Statutes, and is specifically required to:

a. Keep and maintain public records required by ECUA to perform the service.

b. Upon request from ECUA's custodian of public records, provide ECUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to ECUA.

d. Upon completion of the contract, transfer, at no cost, to ECUA all public records in possession of the Contractor or keep and maintain public records required by ECUA to perform the service. If the Contractor transfers all public records to ECUA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to ECUA, upon request from ECUA's custodian of public records, in a format that is compatible with the information technology systems of ECUA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ECUA'S CUSTODIAN OF PUBLIC RECORDS AT 850-969-3302, SHARON.HARRELL@ECUA.FL.GOV, AND SHARON HARRELL, 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

EMERALD COAST UTILITIES AUTHORITY
BID NUMBER: 2020 04
GRANULAR ACTIVATED CARBON
SPECIFICATIONS

ITEM A - GRANULAR ACTIVATED CARBON:

1. CONTRACT PERIOD

March 1, 2020 through February 28, 2021 (With two one-year optional extensions upon mutual agreement of both parties, with no increase in price).

2. INTRODUCTION

It is the intent of the Emerald Coast Utilities Authority to enter into a contract with a qualified vendor purchase an initial delivery of 2860 cubic feet (backwashed and drained) of Granular Activated Carbon (GAC).

Delivery will be on a call out basis as needed by ECUA. Samples of spent carbon will be made available for testing if requested by the VENDOR. All deliveries must be made within 14 calendar days of the call order. ECUA may make further purchases during the remainder of the contract period in increments of 2860 cubic feet (backwashed and drained) of GAC. It is preferred that the GAC be delivered in tank trailers. If delivered in trailers, delivery is acceptable only in trailers that are 100% dedicated to hauling potable grade carbon or other food grade water treatment media. Delivery in "supersacks" is acceptable, but the vendor must arrange and pay for the transfer of the GAC from the supersacks to ECUA's GAC vessels.

Spent GAC must be removed and disposed of by the VENDOR. The VENDOR must agree to accept the spent carbon before the bid can be awarded. After removal of spent GAC, ECUA may require that the VENDOR inspect the empty vessel. The Granular Activated Carbon to be supplied hereunder shall comply with the most recent version of AWWA Standard B604, in addition to meeting the requirements listed below. ECUA will coordinate with local entities to provide an acceptable point of discharge for the excess drainage water, such as a stormwater or sanitary sewer system. It will be the contractor's responsibility to meet all local, state and federal guidelines for appropriate discharge of the water. Vendors are to remove particles of carbon from the waste stream using a 100 micron filter or equivalent removal process. A plan for disposal is to be submitted by the contractor and approved by ECUA prior to initiation of the carbon exchange.

ECUA may collect influent and effluent samples within 24 hours after virgin GAC is installed in a pressure vessel. GAC that is found to release any contaminants, or cause the treated water to be out of compliance with federal and state drinking water regulations, shall be replaced with new virgin GAC at the VENDOR's expense.

3. BACKGROUND

3.1 GAC Types

ECUA owns and operates a number of groundwater wells that include GAC pressure vessels for removing volatile organic compounds (VOCs), PFAS and/or dissolved iron. The vessels contain different types of GAC, depending on the contaminants present in the well water. Currently, three types of GAC are employed:

- Standard grade GAC: for wells containing regulated VOCs
- Catalytic GAC: for wells where reduced iron is present (i.e., the GAC is utilized for iron removal)
- PFAS grade GAC: for wells containing Per- and Polyfluoroalkyl Substances (PFAS) collectively and hereinafter referred to as either "perfluorochemicals" or "PFAS"

3.2 GAC Disposal

VENDOR is rescponsible for proper disposal of spent GAC in accordance with State, Federal, and local regulations regardless of contaminant levels. VENDOR shall provide the necessary labor, equipment and supervision for proper disposal of the spent GAC and provide documentation of the disposal method and location.

4. GENERAL REQUIREMENTS

The GAC to be supplied under this contract shall be virgin material, and shall meet the most current AWWA Standard B-604, in addition to the physical properties listed below. The GAC must also be highly active, durable granular material capable of withstanding the abrasion and dynamics associated with repeated backwashing and hydraulic transport. Activation shall be carefully controlled to produce a material having a high internal surface area with optimum pore size for effective adsorption of a broad range of high and low molecular weight organic contaminants. The density and particle size shall be designed for packed bed adsorption applications (e.g., pressure vessels). The material shall have sufficient density to allow for rapid settling after backwashing.

The GAC must be listed in the latest edition of ANSI/NSF Standard 61. In other words, the GAC shall not contain any substances that could leach into the treated water and negatively impact the health of those consuming that water, or render the treated water out of compliance with federal and state drinking water regulations.

The VENDOR must be ISO 9000 (9001 or 9002) certified**.**

Note: All deviations from the specifications must be explained in writing.

5. VIRGIN GAC SUPPLY REQUIREMENTS

Virgin GAC supplied under this contract shall comply with the following requirements.

5.1 Standard GAC

A. All Standard GAC supplied under this contract shall be virgin granular material, manufactured from bituminous coal or coconut shells at an activated carbon manufacturing facility. The GAC shall comply with the requirements of the most recent version of AWWA B604 and ANSI/NSF Standard 61.

B. The Standard GAC shall be:
   - Filtrasorb 300 as manufactured by Calgon Carbon
   - An approved alternative (see below for approval requirements)

C. Bituminous coal and coconut shell-based Standard GAC shall conform to the following requirements:

o Iodine number (minimum)	850
o Abrasion number (minimum)	75
o Uniformity coefficient (maximum)	2.1
o Sieve analysis (weight percent) for 8x30 mesh products	
Percent larger than 8 mesh (maximum)	15
Percent larger than 30 mesh (maximum)	5
o Sieve analysis (weight percent) for 12x40 mesh products	
Percent larger than 12 mesh (maximum)	5
Percent larger than 40 mesh (maximum)	5
o Water soluble ash (maximum percent)	1
o Moisture, as packed (maximum percent)	5
o Bulk density – lb/ft^3 (acceptable range)	25-37

5.2 Catalytic GAC

A. All Catalytic GAC supplied under this contract shall be virgin granular material, manufactured from bituminous coal or coconut shells at an activated carbon manufacturing facility. The GAC shall comply with the requirements of the most recent version of AWWA B604 and ANSI/NSF Standard 61.

B. The Catalytic GAC shall be:
   - Centaur 12x40 as manufactured by Calgon Carbon
   - An approved alternative (see below for approval requirements)

C. Bituminous coal and coconut shell-based Catalytic GAC shall conform to the following requirements:

o Iodine number (minimum)	825
o Abrasion number (minimum)	75
o Uniformity coefficient (maximum)	2.1

- Sieve analysis (weight percent) for 8x30 mesh products
  - Percent larger than 8 mesh (maximum) 15
  - Percent larger than 30 mesh (maximum) 5
- Sieve analysis (weight percent) for 12x40 mesh products
  - Percent larger than 12 mesh (maximum) 5
  - Percent larger than 40 mesh (maximum) 5
- Water soluble ash (maximum percent) 7
- Moisture, as packed (maximum percent) 5
- Bulk density – lb/ft^3 (acceptable range) 25-37

5.3 PFAS Grade GAC

A. All PFAS GAC supplied under this contract shall be virgin granular material, manufactured from bituminous coal or coconut shells at an activated carbon manufacturing facility. The GAC shall comply with the requirements of the most recent version of AWWA B604 and ANSI/NSF Standard 61.

B. The Standard GAC shall be:
   - Filtrasorb 400 as manufactured by Calgon Carbon
   - An approved alternative (see below for approval requirements)

C. Bituminous coal and coconut shell-based PFAS Grade GAC shall conform to the following requirements:
   - Iodine number (minimum) 850
   - Abrasion number (minimum) 75
   - Uniformity coefficient (maximum) 2.1
   - Sieve analysis (weight percent) for 8x30 mesh products
     - Percent larger than 8 mesh (maximum) 15
     - Percent larger than 30 mesh (maximum) 5
   - Sieve analysis (weight percent) for 12x40 mesh products
     - Percent larger than 12 mesh (maximum) 5
     - Percent larger than 40 mesh (maximum) 5
   - Water soluble ash (maximum percent) 1
   - Moisture, as packed (maximum percent) 5
   - Bulk density – lb/ft^3 (acceptable range) 25-37

5.4 Alternative Products

In order for an alternative product to be approved, the VENDOR must provide documentation demonstrating that the proposed product complies with the above-listed physical requirements, and that it can achieve adsorption/treatment performance that is similar to the specified product. With respect to demonstrating adsorption/treatment performance, the following types of data would be considered acceptable:

- For Standard GAC: Breakthrough data for one or more regulated VOCs, preferably comparing the proposed product with the specified GAC (although this is not required) as well as Total Organic Carbon (TOC) concentration and other relevant data regarding raw water used.
- For Catalytic GAC: Data demonstrating that the proposed product is suitable for catalyzing the oxidation of ferrous iron in the absence of pre-oxidation (the ECUA well sites at which dissolved iron is being removed only include GAC vessels; there are no other treatment steps) as well as Total Organic Carbon (TOC) concentration and other relevant data regarding raw water used.
- For PFAS Grade GAC: Breakthrough data for perfluorooctanoic acid (PFOA) and/or perfluorooctanesulfonic acid (PFOS) as well as Total Organic Carbon (TOC) concentration and other relevant data regarding raw water used.

A VENDOR may also choose to have a proposed product evaluated by a third party laboratory, to be selected by ECUA, in lieu of providing existing data. The testing protocol will be defined by ECUA, and would likely involve rapid small-scale column tests. Any testing for the purpose of gaining approval for an alternative product shall be at the VENDOR's expense.

ECUA shall be sole judge of the acceptability of performance data submitted for an alternative product. Complete information sufficient to demonstrate that the product is an approved equivalent must be submitted to ECUA a minimum of two weeks prior to the bid date.

5.5 Rejection of GAC

A. All virgin GAC delivered to ECUA sites shall be accompanied by a certificate of analysis, certifying that it complies with the specifications. If the GAC does not meet the requirements outlined herein, the load(s) in question shall be replaced with new virgin GAC at the VENDOR's expense.

B. ECUA reserves the right to collect and test samples from each load of virgin GAC, to verify the VENDOR's certificate of analysis and confirm that the GAC complies with the specifications. If the GAC does not meet the requirements outlined herein, the load(s) in question shall be replaced with new virgin GAC at the VENDOR's expense. In the event that a load of GAC is replaced, ECUA may require additional testing to confirm that the new GAC complies with the specifications. Any additional tests shall be paid for by the VENDOR.

C. ECUA may collect influent and effluent samples within 24 hours after virgin GAC is installed in a pressure vessel. ECUA reserves the right to reject GAC for the following reasons:

    - Contaminants that are not present in the influent appear in the effluent

- Contaminants present in the influent are found in the effluent at higher concentrations
- One or more effluent water quality characteristics are not in compliance with federal and state drinking water regulations.

GAC that is found to release contaminants, or otherwise cause the treated water to be out of compliance with federal and state drinking water regulations, shall be replaced with new virgin GAC at the VENDOR's expense. In the event that a load of GAC is replaced, ECUA may require additional testing to confirm that the new GAC does not release contaminants. Any additional tests shall be paid for by the VENDOR.

6. ADDITIONAL REQUIREMENTS

6.1 Each potential VENDOR is required to visit all ECUA well sites with GAC treatment prior to bidding, to become familiar with the well sites. A Site Visit Verification form, signed by either Charles Bartee (850-698-4601 or Charles.Bartee@ecua.fl.gov) or Bobby Rogers (850-969-6626 or Robert.Rogers@ecua.fl.gov) of ECUA, must be included with the bid. ECUA intends to hold site visits for all Pre-bid meeting attendees or arrangements may be made by contacting Charles Bartee or Bobby Rogers.

6.2 The VENDOR must be a firm regularly engaged in manufacturing GAC for potable water treatment for a period of no less than five (5) years, as of the date of the bid opening. No re-packagers, second party agents or brokers will be considered.

6.3 The VENDOR must furnish documentation demonstrating their technical competence and experience relating to the bid.

6.4 The VENDOR must manufacture all of the GAC to be supplied under the awarded contract.

6.5 All exceptions to the specifications and the associated requirements must be clearly stated in writing. Failure to do so will be cause for rejection.

6.6 ECUA reserves the right to reject any bid if the documentation submitted by the VENDOR, or an investigation of the VENDOR fails to convince ECUA that the VENDOR is properly qualified to carry out the obligations of the contract and complete the work described herein.

6.7 VENDORs must supply all of the information requested. Missing information will be cause for rejection.

6.8 The bid must be signed by an officer of the VENDOR. Signatures from anyone other than an officer will be cause for rejection.

6.9 The VENDOR will provide the necessary labor, equipment and supervision for both the removal and installation of the GAC, including backwashing after the GAC is first installed. The VENDOR shall provide documentation of experience for VENDOR's personnel performing this work.

6.10 After removal of spent GAC, ECUA may require that the VENDOR inspect the empty vessel. ECUA will open the side manway and provide assistance necessary to access the vessel. The VENDOR will ensure that all GAC has been removed, pressure wash the interior and exterior of the vessel and document the condition of the coating/lining – noting any blisters, cracks, peeling, corrosion, rust, and provide an opinion on the condition of the coating/lining. The underdrain nozzles will be inspected for tightness, flow restrictions, etc. The elliptical manway under the cone area will be opened for inspection of the lining under the cone. The strainer in the effluent line will be inspected to ensure there is no blockage. A summary verbal report will be given to the ECUA representative who must be present during the inspection.

Vessel entry above the cone is required for the full vessel internal inspection. Inspection shall include non-destructive lining thickness tests to be taken with appropriate instrumentation at various points inside the vessel, and the results are to be included in the vessel inspection report. Inspection should be completed by the manufacturer's direct employee or a subcontractor who is suitably trained and certified for confined space vessel entry and to conduct the vessel inspection. No subcontractors, sales personnel, or other persons not familiar with the equipment will be permitted to perform the vessel inspection.

The VENDOR will provide documentation of the vessel status both above and below the cone complete with photographs and a written report. The VENDOR will make any minor repairs that are necessary including, but not limited to cleaning or replacement of nozzles, repair of lining, and cleaning strainer. ECUA will provide spare parts and provide assistance. Following the inspection, ECUA will close the vessel, then disinfect and perform bacteriological testing. When an inspection is required, the VENDOR will not schedule the installation of fresh GAC until notified by ECUA. The VENDOR will be compensated for the inspection, minor repairs and any additional freight costs associated with the delay that results from the inspection. Compensation will be made in accordance with the bid items in the VENDOR's proposal. The additional freight charges will be assessed per vessel located at the facility.

6.11 The VENDOR must include the following items with their bid:

A. An affidavit indicating that the proposed products comply with the latest version of AWWA Standard B604, are listed in the latest edition of ANSI/NSF Standard 61, and meet all of the requirements herein.

B. An affidavit indicating that the VENDOR is ISO 9000 (9001 or 9002) certified.

C. Documentation describing the VENDOR's business history.

D. Documentation describing the proposed GACs (e.g., product bulletins), including the required performance data for any alternative products.

E. Documentation demonstrating the VENDOR's ability to deliver the proposed GAC within the required 14-day window, and that the VENDOR maintains a fleet of suitable vehicles dedicated to transporting potable water grade GAC.

F. Written procedures for loading/unloading delivery trailers or supersacks (as applicable). The documentation must demonstrate that the VENDOR will dispose of any surplus water (e.g., that results from dewatering spent GAC) in accordance with all federal, state and local regulations. ECUA will coordinate with local entities to provide an acceptable point of discharge for the excess drainage water, such as a stormwater or sanitary sewer system. It will be the contractor's responsibility to meet all local, state and federal guidelines for appropriate discharge of the water. Vendors are to remove particles of carbon from the waste stream using a 100 micron filter or equivalent removal process. A plan for disposal is to be submitted by the contractor and approved by ECUA prior to initiation of the carbon exchange.

G. Documentation demonstrating that the VENDOR will provide competent personnel to perform all of the work involved in loading/unloading GAC during each change-out.

H. Prior to replacing any filter media, ECUA, or a contractor acting on its behalf, shall pull a representative sample of the spent filter media and deliver it to the VENDOR at ECUA's expense. VENDOR shall then test/analyze that representative sample, at VENDOR's expense. Accordingly, with its BID, VENDOR shall deliver its testing protocols in which it identifies each contaminant for which the representative sample will be tested as well as the detection limits for each test to be employed. At a minimum, however, VENDOR shall test for PFAS and radionuclides. Moreover, at the conclusion of that testing, VENDOR shall present all test results to ECUA, and those results shall be certified.

(1) If any PFAS are detected in the representative sample, VENDOR shall be required to incinerate all of the spent filter media at a facility licensed to perform that incineration, and provide proof acceptable to ECUA that such incineration was successfully accomplished, unless a more protective law, rule, or regulation becomes effective during the term of this agreement (and in such case an equitable adjustment to the allowable disposal costs will be negotiated by the parties). All transportation and incineration costs incurred by VENDOR as a result of the presence of PFAS shall be at ECUA's expense, as reflected on VENDOR'S bid.

(2) If radionuclides are detected in the representative sample at levels recognized to be hazardous, VENDOR shall dispose of all of the spent filter media at a facility authorized for the disposal of such materials and provide proof acceptable to ECUA that disposal was properly and lawfully accomplished. If radionuclides are detected in the representative sample at non-hazardous levels, VENDOR shall responsibly dispose of all of the spent filter media in accordance with all federal, state, and local laws, rules, and regulations. Transportation and disposal of filter media containing hazardous levels of radionuclides shall be at ECUA's expense, as reflected on VENDOR's bid, whereas the transportation and disposal of filter media containing non-hazardous levels of radionuclides shall be at VENDOR's sole expense.

(3) In reference to any other contaminants detected in the representative sample, it shall be VENDOR's responsibility to dispose of all of the spent filter media in accordance with all federal, state, and local laws, rules, and regulations at VENDOR's sole expense. In this regard, VENDOR may opt to reactivate the filter media instead of disposing of it, but any such reactivation shall be at VENDOR's sole expense.

I. A Site Verification Form signed by either Charles Bartee or Bobby Rogers of ECUA.

J. A list of five (5) current potable water customers, preferably that use GAC for VOC or PFAS removal. The list should include the services provided by the VENDOR in each case (amount of GAC supplied, laboratory services, etc.), as well as contact information for someone from each customer that could serve as a reference.

K. Proof of Pollution Liability Insurance (sudden and non-sudden) in the amount of $1,000,000.

FREIGHT: The price quoted should include all freight and delivery charges associated with delivery of the chemical. ECUA will not consider any escalation in price due to increases in expenses related to the manufacturer, storage, transportation and/or delivery (e.g., fuel surcharges, fuel price increases, electrical power cost increases) during the contract period.

Insurance:

Vendor awarded this contract will supply ECUA with an insurance certificate complying with insurance requirements prior to the start of the contract. (See Risk Management/Insurance Requirements)

SAFETY

All Vendor/delivery personnel will conform to all ECUA safety policies and procedures while on ECUA premises.

RISK MANAGEMENT POLICY AND STANDARDS
FOR
AGREEMENTS, CONTRACTS AND LEASES

DEFINITIONS

The following definitions apply to these Risk Management Provisions:

Contract - The contract or agreement of which these Risk Management Provisions are a part for the construction, alteration, repair, or demolition of a structure or facility.

Organization - The Emerald Coast Utilities Authority, a local governmental body of the State of Florida, its Board, officers, employees, volunteers, representatives, and agents.

Other Party - The other party to the Contract of which these Risk Management Provisions are a part, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

HOLD HARMLESS

The Organization shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

The Organization shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

PAYMENT ON BEHALF OF ORGANIZATION

The Other Party agrees to pay on behalf of the Organization all claims described in the above "Hold Harmless" paragraph, and to pay the reasonable costs and fees of the attorneys selected by the Organization, at trial and on appeal, to defend the Organization and its officers and employees against such claims. Provided, however, that the total liability of the Other Party to the Organization under the above "Hold Harmless" paragraph and this "Payment on Behalf of Organization" paragraph shall not exceed the sum of One Million Dollars ($1,000,000) per claim or occurrence.

Such payment on behalf of the Organization shall be in addition to any and all other legal remedies available to the Organization and shall not be considered to the exclusive remedy of the Organization.

LOSS CONTROLS/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The Organization may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other party acknowledges that such stoppage will not shift responsibility for any loss or damages from the Other Party to the Organization.

SEVERABILITY

The provisions of these Risk Management Provisions are severable. In the event a court of competent jurisdiction should declare any provision of these Risk Management Provisions to be void or contrary to public policy such provision shall be stricken from these Risk Management Provisions, and the remaining provisions shall be enforced as though the provision determined to be void or contrary to public policy had not been included herein.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization. These insurers shall have A.M. Best (or equivalent) rating of no less than A:VII unless otherwise agreed to by the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

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

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization, if any, shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Additional Insured

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the Organization as an additional insured for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Other Party's acts or omissions; or the acts or omissions of those acting on the Other Party's behalf; in the performance of the Other Party's ongoing operations for the Organization. The preferred Commercial General Liability coverage endorsement is ISO Form CG 20 10.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

Commercial General Liability Coverage - Occurrence Form Required

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least “following form” and shall not be more restrictive than the underlying insurance policy coverages.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance, including indication that the policy(s) is endorsed to provide the Organization at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Organization at least 15 days prior to coverage renewals.

If requested by the Organization, the Other Party shall furnish complete copies of the Other Party’s insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the Organization, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

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

ADDITIONAL INSURANCE

If checked below, the Organization requires the following additional types of insurance.

☒ **Pollution/Environmental Impairment Liability Coverage**

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. The recommended minimum coverage is $1,000,000. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond.

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

If checked below, the Organization requires the following terms and types of insurance for professional, malpractice, and errors or omissions liability.

☐ **Professional Liability/Malpractice/Errors or Omissions Insurance**

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $__,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

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

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

EMERALD COAST UTILITIES AUTHORITY

GENERAL PROVISIONS

PURCHASE ORDER/CONTRACT

1. Supplies are of domestic origin unless indicated by the Vendor.

1.a. If you are unable to quote, please advise. This request does not commit Emerald Coast Utilities Authority to pay any cost incurred in the preparation or submission of this quotation or to procure or contract for supplies or services.

2. DELIVERY, INSPECTION AND ACCEPTANCE – Delivery, inspection and acceptance will be at destination unless otherwise provided. Until delivery and acceptance and after any rejections, risk of loss will be on the Vendor unless loss results from negligence of ECUA. Notwithstanding the requirements for any ECUA inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by ECUA, the Vendor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications, and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part numbers specified herein.

3. ENTIRE AGREEMENT – The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing signed by a duly authorized representative of ECUA and confirmed by such a representative of the Vendor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

4. DELIVERY OF EXCESS QUANTITIES OF $100 OR LESS – The Vendor is responsible for the delivery of each item quantity; within allowable variations, if any. If the Vendor delivers and ECUA receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity) such excess quantities will be treated as being delivered for the convenience of the Vendor. ECUA may retain such excess quantities up to $100 in value without compensating the interests therein. Quantities in excess of $100 will, at the option of ECUA, either be returned at the Vendor's expense or retained and paid for by ECUA at the contract unit price.

4.a. DELIVERIES – In the event of failure to deliver material of the quality or within the time specified, ECUA may cancel order and buy elsewhere. Failure of ECUA to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.

5. DELIVERY TICKETS – All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information.

    a. Name of Vendor;
    b. Blanket Purchase Order number;
    c. Date of Call;
    d. Call number;
    e. Itemized list of supplies or services furnished;
    f. Quantity, unit price and extension of each item, less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and
    g. Date of delivery or shipment;
    h. Certificate of Analysis for each lot of GAC, indicating that the GAC complies with all of the requirements outlined in the specifications.

    Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the Vendor or his agent. One of these copies may subsequently be required to support the invoice.

6. PAYMENTS – Invoices shall be submitted in triplicate (one copy shall be marked "Original") unless otherwise specified, and shall contain the following information: Contract or Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments of Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by ECUA when the amount due on such deliveries so warrants.

7. DISCOUNTS – In connection with any discount offered, time will be computed from date of delivery to carrier when acceptance is at the point of origin or from date of delivery at destination when delivery and acceptance are at these points or from the date the correct invoice or voucher is received in the office specified by ECUA, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the ECUA check.

8. CONVICT LABOR – In connection with the performance of work under this contract, the Vendor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89.176, September 10, 1965 (18 U.S.C. 40821ch21) Executive Order 11755, December 29, 1973.

9. COVENANT AGAINST CONTINGENT FEES – The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty ECUA

shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10. CONTINGENCIES – Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At ECUA's option, deliveries so omitted shall be made on notice thereof to the Vendor, upon cessation of such contingency even though such might have been operative at the date of this order.

10.a. GRATUITIES – (a) ECUA may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract if it is found after notice and hearing by the Executive Director or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of ECUA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Executive Director or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court, (b) in the event this contract is terminated as provided in paragraph (a) hereof, ECUA shall be entitled (1) to pursue the same remedies against the Vendor as it could pursue in the event of a breach of the contract by the Vendor and (2) as a penalty and in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Executive Director or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee, (c) The rights and remedies of ECUA provided in this clause shall not be exclusive or in addition to any other rights and remedies provided by law or under the contract.

11. CONDITION FOR ASSIGNMENT – This (contract or purchase order) shall not be assigned in full or in part without the consent of ECUA. Such consent shall not relieve the Vendor from its obligations and liabilities.

12. GOVERNMENT REGULATIONS – Vendor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of the materials specified herein, have complied with and shall indemnify and save ECUA harmless from and against any liability or loss resulting from Vendor's failure to do so.

13. TAXES – ECUA is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation, do not pay tax as ECUA will not reimburse you for the taxes paid. ECUA is exempt from State Sales Tax.

14. CHANGES – The Purchasing and Stores Manager may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for ECUA in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract.

    Any claim by the Vendor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Vendor of the notification of change provided that the Purchasing and Stores Manager, if he decides that the facts justify such action, may receive and act upon any such claim asserted prior to final payment, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Vendor from proceeding with this contract as changed.

15. TERMINATION FOR DEFAULT – The Purchasing and Stores Manager, by written notice, may terminate this contract, in whole or in part, for failure of the Vendor to perform any of the provisions hereof, in such event, the Vendor shall be liable for damages; including the excess cost of reprocuring similar supplies or services; provided that if (i) it is determined for any reason that the Vendor was not in default or (ii) the Vendor's failure to perform is without his and his subcontractors control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 17. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

16. TERMINATION FOR CONVENIENCE – The Purchasing and Stores Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of ECUA. If this contract is for supplies and is so terminated, the Vendor shall be compensated for goods delivered and accepted up to the date of termination at the discretion of the Executive Director. To the extent that this contract is for services and is so terminated, ECUA shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

17. ASSIGNMENT OF CLAIMS – Claims for monies due or to become due under this Contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended be subject to reduction or set-off (see Clause 12).

18. EXTENT OF OBLIGATION – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.

19. PRICING – The prices to ECUA for all purchases made under this Agreement shall be as low as or lower than those charged the Vendor's most favored customer, in addition to any discounts for prompt payment.

20. WARRANTIES – In addition to all warranties, established by statute or common law or set forth elsewhere in this order. The Vendor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by ECUA and shall be of the best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable of good material and workmanship and free from all patent and patent defects. ECUA's failure to give notice to Vendor of any breach of warranty shall not discharge Vendor's liability therefore. Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by ECUA.

21. PATENTS – Vendor shall protect and indemnify ECUA against all claims, judgments and expenses arising from infringement or any patent by any of the goods delivered hereunder. Vendor shall defend or settle at its own expense any proceeding brought against ECUA for such infringement provided Vendor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by ECUA for the defense or settlement thereof.

22. INSTALLATION – If this order required the services of ECUA experts or employees of ECUA safety rules and fire regulations, Vendor assumes full responsibility for their acts and omissions and agrees to save ECUA harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Vendor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Vendor's obligations hereunder. If Vendor furnishes materials and services for construction and improvement of realty and the installation of personalty for a lump sum amount, Vendor agrees to furnish an analysis thereof as ECUA may reasonably require for accounting purposes. Vendor shall be solely responsible for materials furnished by ECUA on other than a charge basis in connection with this order.

23. NON-DISCLOSURE – Without prior written consent of ECUA in each instance, Vendor shall not reveal to a third party the details, characteristics or any information on materials made to the special order for ECUA or use reproductions thereof and any promotional media or reveal that, ECUA is purchasing the materials hereunder.

24. COMMERCIAL WARRANTY – The Vendor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights to ECUA by any other clause of this contract.

25. DEVIATION FROM SPECIFICATIONS – ECUA has the sole authority to determine if any deviation from the specifications cited is acceptable.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status.

(3) The contractor will send to each labor union or representative of workers which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the Emerald Coast Utilities Authority. Provided, however, that no such action shall be taken without prior notice to the contractor and an opportunity for a hearing before the governing Board of the Emerald Coast Utilities Authority or its designee.

(5) The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order for an amount exceeding ten thousand dollars ($10,000) in any twelve 12) month period, so that such provisions will be binding upon each subcontractor or vendor.

_____ _____

Signature Date

_____

Name & Title of Signer

CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed/religion, national origin, age, marital status, or veteran status because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts or purchase orders exceeding $10,000; that he will retain such certifications in his files and make them available to the Emerald Coast Utilities Authority upon request.

Provided, however, that such certifications shall not be required in the case of purchase orders or contracts which, in case of a Federal Government contract or subcontract, would be exempt from compliance with the Equal Opportunity Clause by 41 CFR S60-1.5. This section provides for the exemption of transactions not exceeding $10,000, contracts and subcontracts for indefinite quantities established not to exceed $10,000 in any contract year, contracts with certain educational institutions, work on or near Indian reservations, facilities (including, but not limited to, agencies, instrumentalities or subdivision of state or local government) which are separate and distinct from activities of the prime contractor or subcontractor related to the performance of the contract or subcontract, and emergencies involving national security.

_____ _____

Signature Date

_____

Name & Title of Signer

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business'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 1893 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.

_____ _____
Bidder's Signature Date

Company:_____ Bid/RFP/PO: 2020 04

ECUA WATER PRODUCTION DEPARTMENT SITE VISIT VERIFICATION FORM		
LOCATION:		
BID/RFP #:	2020 04	
PROJECT NAME:	Granular Activated Carbon	
BIDDER:		
NAME/TITLE OF BIDDER'S REPRESENTATIVE:		
VISIT:	**TIME:**	**DATE:**
ECUA REPRESENTATIVE:		

Well	Location	ECUA REP INITIALS
F & Scott	920 W. Scott St.	_____
McAllister	5810 McAllister Ave.	_____
Olf 4-A	551 East Nine Mile Rd.	_____
Plant # 6	911 North Tarragona St.	_____
Spanish Trail	4010 Jerry L. Maygarden Rd.	_____
Watson	1141 Medford Ave.	_____
West	1420 West Cervantes St.	_____
West Pensacola	4091 Lillian Hwy.(4000 Lillian Hwy GP)	_____
Humphreys	2115 Douglas Ave.	_____
Lillian	8105 Lillian Hwy.	_____
Sweeney	10411 North Palafox St.	_____
Villa	11 Villa Dr.	_____

EMERALD COAST UTILITIES AUTHORITY
BID NUMBER: 2020 04
GRANULAR ACTIVATED CARBON
PROPOSAL FORM

TO: EMERALD COAST UTILITIES AUTHORITY DATE: _____
PENSACOLA, FLORIDA

GENTLEMEN:

IN ACCORDANCE WITH YOUR REQUREST FOR BIDS, INSTRUCTIONS AND SPECIFICATIONS, ATTACHED HERETO, AND SUBJECT TO ALL CONDITIONS THEREOF, I (WE), THE UNDERSIGNED, HEREBY PROPOSE AND AGREE IF THIS PROPOSAL IS ACCEPTED, TO CONTRACT WITH THE EMERALD COAST UTILITIES AUTHORITY TO FURNISH ANY ITEMS OR SERVICE RE1UESTED HEREIN AND DELIVER SAME WITHOUT ADDITIONAL COST TO THE EMERALD COAST UTILITIES AUTHORITY AT THE SPECIFIED LOCATION FOR THE BID(S) LISTED BELOW.

THE UNDERSIGNED FURTHER DECLARES THAT HE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND IS THOROUGHLY FAMILIAR WITH THEM AND THEIR PROVISION. HE FURTHER DECLARES THAT NO OTHER PERSON OTHER THAN THE BIDDER HEREIN NAMED HAS ANY INTEREST IN THIS PROPOSAL OR IN THE CONNECTION WITH ANY OTHER PERSON(S) MAKING PROPOSAL FOR THE SAME ARTICLES, AND IT IS IN ALL RESPECTES FAIR AND WITHOUT COLLUSION AND FRAUD.

(QUANTITY MAY VARY)

FAILURE TO PROVIDE ALL OF THE FOLLOWING INFORMATION MAY RESULT IN AUTOMATIC REJECTION OF BID.

CONTRACT DURATION: MARCH 1, 2020 THROUGH FEBRUARY 28, 2021 (WITH TWO ONE-YEAR OPTIONAL EXTENSIONS UPON MUTUAL AGREEMENT OF BOTH PARTIES, WITH NO INCREASE IN PRICE).

BASE BID						
ITEM	DESCRIPTION	COST PER CU. FT	VOLUME (CF)	TOTAL COST	Manufacturer/Product	Exceptions** (Yes or No)
A	Filtrasorb 300 OAE*		2860			
B	Centaur 12X40 OAE*		2860			
C	Filtrasorb 400 OAE*		2860			

* OAE - Or Approved Equivalent
**Exceptions include the whole bid document, our specifications, instructions to bidders and general provisions

ITEM D – ADDITIVE ITEMS

DESCRIPTION	UNIT	UNIT COST	QTY.	TOTAL
ADDITIVE 1 - DISPOSAL OF SPENT GAC IF APPLICABLE*	CU. FT.		2860	
ADDITIVE 2 - INCINERATION OF SPENT GAC WITH PFAS DETECTION IF APPLICABLE*	CU. FT		2860	
ADDITIVE 3 - DISPOSAL OF SPENT CARBON WITH RADIONUCLEIDES ABOVE HAZARDOUS LEVELS IF APPLICABLE*	CU. FT		2860	
ADDITIVE 4 - INSPECTION OF GAC VESSEL	EACH		4	
ADDITIVE 5 - MINOR REPAIRS TO VESSEL	HR		8	
ADDITIVE 6 - ADDITIONAL FREIGHT COSTS ASSOCIATED WITH INSPECTION AND MINOR REPAIRS	EACH		4	

*Only one of Additive 1-3 will apply as elected by ECUA based in testing data

NUMBER OF YEARS IN BUSINESS: _____

REFERENCES: (PLEASE INCLUDE CONTACT NAME AND TELEPHONE NUMBER)

1. _____

2. _____

3. _____

4. _____

5. _____

DELIVERY SCHEDULE:

_____
(FOB PENSACOLA)

PAYMENT TERMS:

_____
(NET 30 UNLESS DISCOUNT OFFERED)

VENDOR: _____

BY: _____
(PRINT OR TYPE)

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

_____

_____

TELEPHONE: (___) _____

FAX NUMBER: (___) _____

EMAIL: _____

FEID NUMBER: _____

ITEMS ENCLOSED:

____ CERTIFICATES OF COMPLIANCE – AWWA STANDARD B604 & ANSI/NSF STANDARD 61 (A.GENERAL)

____ DOCUMENTATION – BUSINESS HISTORY

____ LITERATURE AND PRODUCT BULLETIN

____ DATA DEMONSTRATING PERFORMANCE OF ALTERNATIVE PRODUCTS (AS NECESSARY)

____ DOCUMENTATION – DELIVERY

____ DOCUMENTATION – REFERENCES

____ DOCUMENTATION – PERSONNEL/TECHNICAL/EXPERIENCE

____ SIGNED SITE VERIFICATION FORM

____ PROOF OF POLLUTION LIABILITY INSURANCE

IT IS ESSENTIAL THAT THE SUBMISSION INCLUDE THE FOLLOWING SIGNED FORMS.

EXECUTED ATTACHED FORMS:

____ PROPOSAL FORM

____ DRUG-FREE WORKPLACE FORM

____ EQUAL OPPORTUNITY FORM

____ CERTIFICATION OF NON-SEGREGATED FACILITIES FORM

(This page intentionally left blank)