

INVITATION TO BID

BID NUMBER: 2021-07

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A PROPOSAL 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., THURSDAY, SEPTEMBER 9, 2021**, FOR THE FOLLOWING:

ITEM A – BULK ORTHOPHOSPHATE

SEALED BIDS WILL BE RECEIVED UNTIL 2:00 P.M., SEPTEMBER 9, 2021, BY THE PURCHASING AND STORES MANAGER, EMERALD COAST UTILITIES AUTHORITY, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA 32514. ONE (1) ORIGINAL, ONE (1) COPY, AND ONE (1) ELECTRONIC COPY ON FLASH DRIVE OF THE BID ARE REQUIRED. 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 JUDGEMENT IS THE LOWEST AND BEST PROPOSAL OF A RESPONSIBLE BIDDER. IN ACCEPTING A PROPOSAL, 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 2021-07, Bulk Orthophosphate, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Division, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m. local time, Thursday, September 9, 2021, at which time bids submitted will be publicly opened and read. It is the intent of the ECUA to enter into a contract with a qualified vendor for the supply and/or delivery of 275-gallon totes of bulk orthophosphate to a storage facility at Ellyson Industrial Park. The totes must be designed to be unloaded and handled with a forklift. Delivery shall be made within seven (7) working days of order placement. Approximately 16,000 gallons per year will be required. Deliveries shall be made Monday – Friday between 7:00 a.m. and 2:00 p.m. local time. Vendor must pick up empty totes at the time of delivery for disposal/reuse.

Specifications and information may be obtained free of charge from ECUA, Purchasing and Stores Division (850-969-6527), via email at robert.pacenta@ecua.fl.gov, on the web at www.ecua.fl.gov/business/bid-opportunities or on BidNet Direct at www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority. Proposals received after 2:00 p.m. (local time) on September 9, 2021, will be returned unopened. ECUA reserves the right to reject any or all bids and re-advertise.

Bid proposal must be clearly marked on the envelope:

BID: Bulk Orthophosphate

BID # 2021-07

Proposed Advertising Date: 08/5/2021

**Emerald Coast Utilities Authority
Purchasing and Stores Division
9255 Sturdevant Street
Pensacola, Florida 32514-7038
850-969-3350**

STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Emerald Coast Utilities Authority Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service ITB #2021-07, Bulk Orthophosphate, for the following reasons:

_____ Specifications too "tight," i.e. geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet bond/insurance requirements.

_____ Specifications are unclear (explain below).

_____ Remove us from your vendors' list for this commodity/service.

_____ Other (specify below).

Remarks:

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

NOTE: Statement of No Bid may be faxed to Bob Pacenta at (850-969-6529) or emailed to robert.pacenta@ecua.fl.gov.

INSTRUCTIONS TO BIDDERS

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

1. BID SCHEDULE:

PROPOSALS ARE PRESENTLY SCHEDULED TO BE PUBLICLY OPENED AT 2:00 P.M., THURSDAY, SEPTEMBER 9, 2021, IN THE ECUA 2ND FLOOR, ROOM 2202 – FINANCE CONFERENCE ROOM, EMERGENCY OPERATIONS SUPPORT ADDITION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK. ECUA STAFF WILL REVIEW ALL PROPOSALS AND FORWARD THEIR RECOMMENDATIONS TO THE ECUA CITIZENS' ADVISORY COMMITTEE SCHEDULED TO MEET AT 3:00 P.M., SEPTEMBER 21, 2021, IN THE ECUA BOARD ROOM, ADMINISTRATION BUILDING 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK. THE ECUA CITIZENS' ADVISORY COMMITTEE RECOMMENDATION WILL BE PRESENTED TO THE ECUA BOARD AT THEIR MEETING SCHEDULED FOR 3:00 P.M., SEPTEMBER 28, 2021, IN THE ECUA BOARD ROOM, ADMINISTRATION BUILDING, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK.

2. BID SUBMISSION:

IN A SEALED ENVELOPE (OR OTHER PACKAGING), PROVIDE **ONE (1) ORIGINAL (SO IDENTIFIED), ONE (1) COPY, AND ONE (1) ELECTRONIC COPY (USB FLASH DRIVE)**. PROPOSALS MUST BE IN THE POSSESSION OF THE EMERALD COAST UTILITIES AUTHORITY PURCHASING AND STORES MANAGER TO BE CONSIDERED. PROPOSALS MAY BE MAILED OR DELIVERED TO THE OFFICE AT 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA, 32514, IN A SEALED ENVELOPE CLEARLY MARKED WITH THE BID NAME AND NUMBER. REGARDLESS OF THE METHOD OF DELIVERY, EACH BIDDER SHALL BE RESPONSIBLE FOR HIS/HER PROPOSAL(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 PROPOSAL 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 PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT 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 PROPOSAL 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 PROPOSALS 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 BY EACH COMPANY INTERESTED IN BIDDING.

6. BID ERRORS:

A BIDDER MAY NOT MODIFY ITS PROPOSAL AFTER BID OPENING. ERRORS IN THE EXTENSION OF UNIT PRICES STATED IN A PROPOSAL OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION IN A PROPOSAL 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 PROPOSAL 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 PROPOSAL. 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 PROPOSAL IF THE DISCOUNT PERIOD IS FIFTEEN (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 PURCHASING & STORES DIVISION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK ON OR ABOUT SEPTEMBER 9, 2021, AND WILL REMAIN POSTED FOR 72 HOURS EXCLUDING WEEKENDS AND HOLIDAYS. THE BID

TABULATIONS/LIST OF PROPOSERS WILL ALSO BE POSTED TO THE ECUA WEBSITE, www.ecua.fl.gov/business/bid-opportunities.

11. BID QUESTIONS:

ALL QUESTIONS CONCERNING THE SPECIFICATIONS OR PROPOSALD SUBMISSION PROCEDURES, PLEASE FORWARD THE INQUIRY TO THE PURCHASING AND STORES DIVISION POINT OF CONTACT (AS LISTED BELOW) BY AUGUST 23, 2021, NOON LOCAL TIME FOR CONSIDERATION:

EMERALD COAST UTILITIES AUTHORITY
ATTN: PURCHASING AND STORES DIVISION
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514-7038
PHONE: 850-969-6529
FAX: 850-969-3384
EMAIL: robert.pacenta@ecua.fl.gov

12. COMPLIANCE WITH SPECIFICATIONS:

IN ORDER TO DETERMINE THAT YOUR PROPOSAL COMPLIES WITH BID SPECIFICATIONS, PRODUCT LITERATURE AND/OR DATA/INFORMATION MUST BE INCLUDED WITH THE 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 PROPOSAL.

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 TO 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 TO 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 DISMISSED 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 (1) 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 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 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 RECEIVED AT THE ECUA OFFICE OF PURCHASING AND THE TIME THE ECUA BOARD AWARDS THE CONTRACT AND ANY RESULTING BID PROTEST IS RESOLVED OR THE SOLICITATION IS OTHERWISE CANCELLED.

20. BID INFORMALITIES:

ECUA RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY BID; REJECT ANY OR ALL PROPOSALS, IN WHOLE OR IN PART; REBID A PROJECT, IN WHOLE OR IN PART; AND TO ACCEPT A PROPOSAL THAT IN ITS JUDGEMENT IS THE LOWEST AND BEST PROPOSAL FROM A RESPONSIBLE BIDDER. ECUA RESERVES THE RIGHT TO AWARD THIS CONTRACT BASED UPON WHAT ECUA BELIEVES TO BE IN THE BEST INTERESTS OF ITS RATE PAYERS, IN THE REASONABLE EXERCISE OF ITS DISCRETION AND NOT SOLELY BASED UPON PRICE. 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 IS BID. ECUA MAY AWARD A CONTRACT TO A PRIMARY AND A SECONDARY CONTRACTOR. IN THAT CASE, ECUA WILL ASSIGN WORK TO THE PRIMARY CONTRACTOR UNLESS IT IS DETERMINED BY ECUA THAT CIRCUMSTANCES DICTATE THAT WORK BE ASSIGNED TO THE SECONDARY CONTRACTOR. THE TWO (2) CONTRACTORS MAY BE UTILIZED IN COORDINATION, IF NECESSARY.

21. NON-DISCRIMINATION POLICIES:

ECUA DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, CREED/RELIGION, AGE, MARITAL STATUS, DISABILITY/HANDICAPPED STATUS, VETERAN STATUS OR ANY OTHER LEGALLY PROTECTED STATUS IN EMPLOYMENT OR PROVISION OF SERVICE.

22. 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 850-969-6606, AMANDA.MILLER@ECUA.FL.GOV, AND AMANDA MILLER, 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

EMERALD COAST UTILITIES AUTHORITY
BULK ORTHOPHOSPHATE
ITB NUMBER: 2021-07

CONTRACT EFFECTIVE: November 1, 2021 through October 31, 2022 (With two (2) one-year optional extensions upon mutual agreement of both parties, with no increase in price).

SPECIFICATIONS

1. GENERAL

The Emerald Coast Utilities Authority (ECUA) operates a water production and distribution system, which consists of thirty-one (31) wells. At the present time, the annual production averages twelve (12) billion gallons per year. ECUA feeds orthophosphate at each well and based on field tests it has been determined that a 1 mg/L addition of orthophosphate will reduce the level of lead in samples collected at the consumer tap below the required 15 ug/L level.

2. SCOPE OF SERVICES

The Vendor shall deliver the chemical in 275-gallon totes to a storage facility at Ellyson Industrial Park. The Totes must be designed to be unloaded and handled with a forklift. Approximately sixteen (16,000) gallons per year will be required. ECUA reserves the right to order a quantity that may be required during the contract period, but does not guarantee any minimum or maximum to be ordered during the period specified. Delivery shall be made within seven (7) working days of order placement. Requests to deviate from the scheduled delivery must be confirmed with ECUA staff 48-hours prior to delivery. Deliveries shall be made Monday-Friday between 7:00 a.m. and 2:00 p.m. local time. Vendor must pick up empty totes at the time of delivery for disposal/reuse. The Vendor shall provide documentation that the company drivers have received instruction in the safe and proper handling and unloading of the chemical being supplied.

The Vendor shall provide ECUA with documentation of current NSF/ANSI 60 certification as well as copies of Safety Data Sheets (SDS) and Product Fact Sheets for the chemical to be used in the treatment program. This information shall be submitted with the proposal.

3. GENERAL SPECIFICATIONS

The liquid orthophosphate shall meet the following minimum general specifications:

FORM	LIQUID
% Zinc	0
Density	13.7 lbs./Gallon
Color	Clear
Odor	Slight
% PO4	70
pH	<1.0
Specific Gravity	1.52-1.64

BULK ORTHOPHOSPHATE CONTAINERS:

Capacity: 275 Gallons

Caged (metal pallet with side frame) or Square Stackable Plastic Totes should be no larger than:

Height: 56" X Length: 45" X Width: 45"

Connections: Bottom valve (2") with quick disconnect fitting (Banjo)

4. VENDOR QUALIFICATIONS

The Vendor shall be a company normally engaged in selling water treatment chemicals and chemicals for corrosion control of public water systems. A minimum of three (3) years' experience will be considered sufficient to have demonstrated technical proficiency and good business practices. The vendor shall enclose documentation and a copy of its most recent annual report.

The vendor shall submit a list of three (3) names and phone numbers, of customers that have purchased this product during the past three (3) years.

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.

SPECIFICATIONS FOR CHEMICAL PURCHASES AND SPILL CONTAINMENT AND CLEAN-UP METHODS AND PROCEDURES

Chemical vendors/providers will specify the method of delivery, containerization method and unit size of the material, and spill containment and clean up methods and procedures. Current certifications and licenses for material handling and transportation must be provided. All chemical deliveries must be accompanied by a current MSDS for that chemical.

A review by Risk Management will be conducted of all contractors utilizing chemicals in their work process prior to commencement of work. This review will include any known site conditions and hazards, how the material will be used, the contractors' safety policies and practices (including material containment and clean up procedures), disposition of unused material, and disposition method of any waste material generated.

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

ECUA CONTACT: Tom Dawson, Jr., P.E., Telephone, 850-969-3341 or Robert Rogers, 850-969-6626. For any questions pertaining to the bid package, contact Bob Pacenta, 850-969-6529 or email robert.pacenta@ecua.fl.gov.

The proposed time schedule as related to this procurement is as follows:

EVENT	DATE/TIME
Release of Bid	August 5, 2021
Deadline for Questions/Request for Clarifications	August 23, 2021 12:00 pm central time
Estimated issuance of Addendum: Questions Answered	August 25, 2021 2:00 pm central time
Proposal Due Date/Time (Deadline)	September 9, 2021 2:00 pm central time
Recommendation to Citizens' Advisory Committee/Board of Directors	** September 21, 2021/September 28, 2021
Anticipated Contract Approval/Award	November 1, 2021

* An addendum to this Bid will be issued if any of these dates/times change.

** These dates are after the proposals are due and subject to change. However, an addendum to this Bid will not be issued if any of these dates change. Specific dates/times will be determined at each phase.

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.

EMERALD COAST UTILITIES AUTHORITY

GENERAL PROVISIONS

PURCHASE ORDER/CONTRACT

1. Supplies are of domestic origin unless indicated by the Vendor.
- 1a. 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.
- 4a. 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.

11. 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.
12. 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 Contractor from its obligations and liabilities.
13. 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.
14. TAXES – ECUA is exempt from Federal Taxes on transportation charges and any Federal Excise Tax, if you prepaid transportation, do not pay tax as ECUA will not reimburse you for the taxes paid. ECUA is exempt from State Sales Tax.
15. 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 Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor 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 Contractor from proceeding with this contract as changed.

16. **TERMINATION FOR DEFAULT** – The Purchasing and Stores Manager, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof, in such event, the Contractor shall be liable for damages; including the excess cost of reprocurring similar supplies or services; provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor'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.
17. **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 Contractor 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.
18. **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).
19. **EXTENT OF OBLIGATION** – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.
20. **PRICING** – The prices to ECUA for all purchases made under this Agreement shall be as low as or lower than those charged the suppliers most favored customer, in addition to any discounts for prompt payment.
21. **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.
22. **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.
23. **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.

24. 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.
25. COMMERCIAL WARRANTY – The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor 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 the Emerald Coast Utilities Authority by any other clause of this contract.
26. DEVIATION FROM SPECIFICATIONS – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.
27. E-VERIFY COMPLIANCE – Pursuant to § 448.095(2) Florida Statutes (2021), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor while performing work or providing services for Emerald Coast Utilities Authority (ECUA). Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing work or providing services for ECUA. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECUA.

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: _____

E-VERIFY STATEMENT OF COMPLIANCE

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor while performing work or providing services for ECUA. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing work or providing services for ECUA. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECUA.

Bidder's Signature

Date

Company: _____

Bid/RFP/PO: _____

EMERALD COAST UTILITIES AUTHORITY
ITB NUMBER: 2021-07
BULK ORTHOPHOSPHATE
BID FORM

TO: EMERALD COAST UTILITIES AUTHORITY
PENSACOLA, FLORIDA

DATE: _____

GENTLEMEN:

IN ACCORDANCE WITH YOUR INVITATION TO BIDS, INSTRUCTIONS AND SPECIFICATIONS, ATTACHED HERETO, AND SUBJECT TO ALL CONDITIONS THEREOF, I (WE), THE UNDERSIGNED, HEREBY PROPOSE AND AGREE IF THIS BID IS ACCEPTED, TO CONTRACT WITH THE EMERALD COAST UTILITIES AUTHORITY TO FURNISH ANY ITEMS OR SERVICE REQUESTED 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 BID OR IN THE CONNECTION WITH ANY OTHER PERSON(S) MAKING BID FOR THE SAME ARTICLES, AND IT IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION AND FRAUD.

CONTRACT DURATION: NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2022 (WITH TWO ONE-YEAR OPTIONAL EXTENSIONS UPON MUTUAL AGREEMENT OF BOTH PARTIES, WITH NO INCREASE IN PRICE).

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

ITEM A – ORTHOPHOSPHATE (BULK)

APPROX. 16,000/GALS /PER YR. \$ _____/GAL. \$ _____/TOTAL
To be delivered in 275-gallon Totes

MANUFACTURER _____

EXCEPTIONS: YES _____ NO _____

(EXCEPTIONS INCLUDE THE WHOLE BID DOCUMENT, OUR SPECIFICATIONS, INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS).

DELIVERY SCHEDULE: BIDDER: _____

(FOB PENSACOLA) BY: _____
(PRINT OR TYPE)

PAYMENT TERMS:

(NET 30 UNLESS DISCOUNT
OFFERED)

WARRANTY PERIOD:

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____

FAX NUMBER: (____) _____

FEID NUMBER: _____

EMAIL: _____

ITEMS ENCLOSED:

_____ SUBMITTAL DATA

_____ EXPERIENCE

_____ REFERENCES

_____ DOCUMENTATION FOR COMPANY DRIVERS HANDLING AND UNLOADING
THE CHEMICAL

IT IS ESSENTIAL THAT THE SUBMISSION INCLUDE SIGNED AFFIDAVITS ON THE BELOW LISTED
FORMS.

EXECUTED ATTACHED FORMS:

_____ BID FORM SIGNED

_____ DRUG-FREE WORKPLACE FORM

_____ EQUAL OPPORTUNITY FORM

_____ CERTIFICATION OF NON-SEGREGATED FACILITIES FORM

_____ E-VERIFY FORM

_____ ADDENDUM (IF APPLICABLE)