

Peace River Manasota Regional Water Supply Authority

**Invitation to Bid for
Water Treatment Chemicals
February 2, 2026**

Invitation to Bid for Chemicals

Peace River Manasota Regional Water Supply Authority

Contents

Part A – Instructions to Bidders and General Terms and Conditions 3

1. Overview and Background 3

2. General Description of Goods Needed 3

3. Solicitation Documents 3

4. Anticipated Procurement Schedule 4

5. Questions and Communications..... 4

6. Deadlines 4

7. Addenda 4

8. Pre-Bid Meeting 5

9. Bid Opening 5

10. Bid Requirements..... 5

11. Bid Submittal..... 7

12. Minimum Qualifications and Bid Contents..... 7

13. Modification and Withdrawal of Bid..... 8

14. Review of Bids and Rights of the Authority 8

15. The Contract 9

16. Insurance Requirements..... 10

17. Taxes..... 10

18. Notice of Decision and Protest Process..... 10

19. Florida Statutory Requirements 10

Part B – Forms bidder must provide with its bid 12

2025 Bid Form 12

Affidavit of Compliance with Chemical Standards 15

Part C – Contract and Exhibits 16

Part A – Instructions to Bidders and General Terms and Conditions

1. Overview and Background

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting sealed bids for the purchase of water treatment chemicals listed in the Bid Form.

The Authority is a regional water supplier that provides wholesale drinking water in Charlotte, DeSoto, Manatee and Sarasota Counties. The Authority is an independent special district of the State of Florida, created and existing under Sections 163.01, and 373.713, Florida Statutes.

The Authority currently owns and operates the Peace River Facility, a 51 million gallon per day (“MGD”) conventional surface water treatment facility on Kings Highway in DeSoto County. The treatment plant is supported by a 120 MGD intake on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and 21 aquifer storage and recovery wells. The Authority’s regional system also includes approximately eighty (80) miles of large diameter potable water transmission system pipelines and associated remote pumping stations and potable water storage tanks in several counties.

2. General Description of Goods Needed

This is the Authority’s annual invitation to bid to procure water treatment chemicals it needs to provide water to its wholesale customers.

3. Solicitation Documents

This Invitation to Bid, the Bid Form, and the contract are collectively known as the “solicitation documents.” A copy of the solicitation documents may be obtained at no charge by visiting the Authority’s website (www.regionalwater.org), by emailing procurement at procurement@regionalwater.org, or by calling Rachel Kersten at (941) 316-1776. The Authority may also use DemandStar, a third-party provider, to distribute proposals. Visit the DemandStar website (www.demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority.

The Authority has no responsibility for the accuracy, completeness, or sufficiency of any documents obtained from any source other than the Authority’s website or DemandStar. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information and failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

In this invitation to bid, the terms “bid” and “response” have the same meaning, the terms “bidder” and “respondent” have the same meaning, and the terms “ITB” and “solicitation” have the same meaning.

In this Invitation To Bid, the terms “bid” and “response” have the same meaning, the terms “bidder” and “respondent” have the same meaning, and the terms “Invitation to Bid” and “solicitation” have the same meaning.

4. Anticipated Procurement Schedule

The following is the anticipated schedule for this solicitation. The Authority may modify these dates if it determines that it is in the best interest of the Authority and will provide any changes by posting an addendum.

Event	Date/Time
Bid posted on websites	February 2, 2026
Deadline to submit questions	February 16, 2026 at 5:00 PM
Deadline to submit bids	March 5, 2026 at 10:00 AM
Bid opening	March 5, 2026, immediately following deadline for bid submittal
Authority Board approval of bid award	April 1, 2026

5. Questions and Communications

For all inquiries concerning this solicitation, respondents may only contact the Authority by electronic mail at procurement@regionalwater.org using "**Question re: ITB Water Treatment Chemicals 2026**" as the subject line. Questions must be submitted on or before the deadline listed above. The Authority will not answer questions submitted in any other manner or after the deadline. Respondents or persons acting on their behalf may not contact any Authority employee or board member concerning any aspect of this solicitation, except in writing as provided in this solicitation. Violation of this provision may be grounds for rejecting a response.

6. Deadlines

Deadlines for submitting questions and for submitting a bid are provided in the procurement schedule above. If respondent has questions or desires to propose a change to a term or condition of this solicitation or the contract included in this solicitation, respondent must submit a question by email as instructed above. The Authority may not consider proposed changes to the contract after the question submittal deadline and will only make changes to the contract if it determines that it is in the best interest of the Authority.

7. Addenda

The Authority will post answers to questions and any revisions to this solicitation as written addenda on the Authority's web site at www.regionalwater.org and DemandStar at www.DemandStar.com. The Authority may issue addenda on its own initiative or in response to questions to clarify, correct, supplement, or change the solicitation documents. Only responses set forth in an addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the solicitation documents unless set forth in an addendum that expressly modifies or supplements them. Respondents are responsible for reviewing the Authority's website and DemandStar for the Authority's

responses to any questions or addenda.

8. Pre-Bid Meeting

The Authority will not conduct a pre-bid meeting for this solicitation.

9. Bid Opening

As provided in section 255.0158, Florida Statutes, the Authority will open all sealed bids meeting the submission deadline at the Authority's Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, immediately following the deadline for receipt of bids. At the meeting, the Authority will announce the name of each bidder and the price submitted in the bid. After the bid opening, Authority staff will review the bids for responsiveness and responsibility and will post its intended decision after staff completes its review.

10. Bid Requirements

Basis of Bid: The bid price must include all costs for the work including any amounts for respondent's overhead, costs, profit, and other expenses. The bid must be based on the following requirements.

Discounts. Any and all discounts must be incorporated in the bid price and not shown separately. The unit price as shown on the Bid Form will be the price used in determining award(s).

Descriptive Information. Unless otherwise specifically provided in the specifications, all equipment, materials, and articles provided to the Authority must be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, is provided to establish a standard of quality and shall not be construed as limiting competition.

Use of Trade Names. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to the specifications. Failure of any bidder to furnish this data will be cause for rejection of the specified item(s) to which it pertains.

Royalties and Patents. The successful bidder(s) shall pay all royalties and license fees for goods in conjunction with the goods bidder is furnishing. Bidder shall defend all suits or claims for infringement of any patent right and shall indemnify and hold the Authority harmless from any loss including costs and attorney's fees on account thereof.

Authorized Product Representation. The successful bidder(s), by submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By submitting the stated documents, the bidder(s) represents that it is legally authorized to so submit, and the successful bidder(s) will be legally bound to perform according to the documents.

Safety Measures and other Regulations. It is the responsibility of each bidder to assure compliance with any Occupational Safety and Health Administration, Environmental Protection Agency, and other federal, state, and local laws, rules, and regulations as each may apply. All bidders must comply with the Safety Measures as prescribed in the Contract.

Estimated Quantities. The Authority has provided estimated quantities of chemicals that it typically purchases. The Authority does not guarantee those estimates and bidders must not rely upon them in submitting a bid.

Comparison of Bids. Bid prices must be provided as unit price as indicated on the Bid Form. The Authority intends to make award to the lowest responsible and responsive bidder for each item.

Authority's Procurement Policy. By submitting a Bid, Bidder agrees to comply with the Authority's Procurement Policy, December 7, 2022 (or latest revision) "Procurement Policy". A copy is available at the Authority's Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and on the Authority's website at www.regionalwater.org. Bidder agrees to comply specifically with the Procurement Policy sections regarding Competitive Sealed Bidding, Appeals and Remedies, and Ethics in Public Contracting including gratuities and kickbacks.

Code of Ethics. By submitting a bid, Bidder represents that it is in compliance with Chapter 10 of the Authority's Procurement Policy, and Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees. Any bidder that violates or is a party to a violation of the Procurement Policy or these laws may be disqualified from furnishing the goods or services for which the bid is submitted and may be disqualified from submitting any future bids for goods or services for the Authority.

No Collusion or Contingent Fees. By submitting a bid, bidder certifies that it has not divulged to, discussed or compared bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this bid:

- a. Any price and/or cost data submitted has been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- b. Any price and/or cost data quoted for this bid has not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. The only person or persons interested in this bid, principal or principals is/are named therein and no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

11. Bid Submittal

Bidders shall provide a single electronic file in searchable PDF format of the bid by email to procurement@regionalwater.org. All bids must be delivered on or before the deadline provided in this solicitation and must state "**Bid for Water Treatment Chemicals 2026**" as the subject line of the email.

The Authority will not accept responses delivered in any manner other than as prescribed in this solicitation. If the response is delivered after the established deadline or is not submitted in the designated manner, a Respondent will be deemed non-responsive to the solicitation requirements.

Upon submittal of its response, respondent agrees to be bound by all terms and conditions of this solicitation. The respondent – not the Authority – is responsible for any expenses it incurs in connection with preparing a response to this solicitation.

As a courtesy, the Authority will endeavor to provide an email acknowledgement usually sent within a few days after submission receipt (submissions received on the day of the deadline may not be acknowledged before the deadline or at all). It is the respondent's responsibility to confirm that the Authority received its submission.

12. Minimum Qualifications and Bid Contents

To demonstrate that bidder meets the minimum qualifications required by this solicitation, bidder must complete and submit the documents listed below.

- The Bid Form
- Evidence showing bidder's authority to do business in Florida
- Evidence showing the authority to sign the bid form on behalf of the business entity
- Affidavit of compliance with Chemical Standards

The Bid Form. **Bids must be submitted on the Bid Form attached in Part B of this solicitation.** Bidders must fully comply with the specifications, terms, and conditions contained in the Bid Documents. Bidders must comply with all requirements on the Bid Form and must complete every blank typewritten or in ink and the signer must initial any erasures or alterations. All names must be typed or legibly printed in ink below each signature. Bidders must complete every blank on the bid form typewritten or in ink and must initial any erasures or alterations. All names must be typed or legibly printed in ink below each signature. A bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the bid of the individual signing. On the Bid Form, bidder must provide a list of all Addenda issued and acknowledge receipt of each of them.

Bids for each chemical. Bidders may submit a bid for one or more chemicals on the same Bid Form. A bid item left blank will be interpreted as a 'no bid' for that bid item.

Authority to do business in Florida. Bidder must demonstrate that it is authorized to do business in the state of Florida by providing a copy of the bidder's registration with the Florida Department of State, Division of Corporations showing that the status of the business is active.

Authority to sign. The *person who signs the bid* must have the authority to bind the bidder. A bid by a

corporation must be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. A bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown below the signature. A bid by a limited liability company must be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature. A bid by a joint venture must be executed by in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. A bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the bid of the individual signing.

Affidavit of Compliance with Chemical Standards. Bidder must submit an affidavit of compliance for each chemical for which it submits a bid.

13. Modification and Withdrawal of Bid

A bidder may withdraw its bid up until the date and time set above for opening of the bid. Any bid not withdrawn before the bid opening will constitute an irrevocable offer for a period of 60 days to sell to the Authority the goods or services set forth in the bid until the Authority executes a contract with another bidder for those goods or services.

If within 24 hours after bids are opened any bidder files a duly signed written notice with the Authority and promptly thereafter demonstrates to the reasonable satisfaction of the Authority that there was a material and substantial mistake in the preparation of its bid, then bidder may withdraw its bid. Thereafter, if the work is rebid, that bidder may be disqualified from submitting a bid on the work.

14. Review of Bids and Rights of the Authority

14.1 Review of Bids

Responsiveness Review. The Authority will only consider bids from responsive and responsible bidders. The Authority will review each response to determine whether it complies with the requirements provided in this solicitation including all information described in the Bid Contents section of this solicitation (section 12), is timely submitted, and has the required signatures on each document as applicable. Failure to comply with these requirements may result in the Authority determining that the bid is non-responsive.

Responsibility Review including Past Performance. The Authority will review the response to determine if the bidder is capable of performing the work. The Authority may review respondent's past performance and prior dealings (i.e., failure to meet specifications, late delivery, poor workmanship, etc. as applicable). Poor or unacceptable past performance may result in respondent's disqualification. Bidder must not have a record of poor past performance or prior dealings.

The Authority will not consider more than one bid for the same work from an individual or entity under the same or different names. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder or the rejection of all bids in which that bidder has an interest.

14.2 Rights of the Authority

In connection with this procurement process, including the receipt and review of bids and contract award, the Authority reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, suspend, withdraw, or terminate this solicitation, or the procurement process in whole or in part, at any time before the execution of a contract without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive or allow corrections to non-material deficiencies, informalities, and irregularities in a response and accept the bid which is, in the Authority's judgment, in the Authority's best interest.
- Discuss and correspond with any respondent to seek an improved understanding of any information contained in a response.
- Seek or obtain, from any source, information that has the potential to improve the understanding and review of responses.
- Conduct an independent investigation of any information, including prior experience, included in a response by contacting references, accessing public information, conducting background checks, contacting independent parties, or any other means to determine that bidder's ability to perform is satisfactory.
- Request additional information from a respondent during the Authority's review of the response to determine respondent's capability to perform the work.
- Reject responses containing exceptions, additions, qualifications, or conditions not called for in the solicitation or otherwise not acceptable to the Authority.
- Reject responses where evidence submitted, or investigation and evaluation indicate an inability for the respondent to perform.
- Reject any response that is not responsive and any respondent who is not responsible.
- Reject all responses if the Authority determines that it would not be in its best interest to make an award.

15. The Contract

A copy of the contract for purchase of goods is included in this solicitation. The successful bid will be incorporated into the contract with terms acceptable to the Authority in its sole discretion. **By submitting a response, respondent represents that it has read the contract and accepts all its terms and conditions and the terms and conditions contained in this solicitation.** If respondent desires to propose a change to a term or condition of this solicitation or the contract, respondent must identify its request by submitting a question by email as provided in this solicitation. After the Authority issues the notice of award, the Authority will provide the contract with all the final exhibits to the successful bidder. The successful bidder must sign and deliver the contract, the certificates of insurance, and other required documents to the Authority within 7 days after Authority provides it.

Any contract awarded under this solicitation will not be an exclusive contract. The Authority may purchase

water treatment chemicals and enter into contracts from one or more suppliers. If bidder fails to comply with the contract the Authority may cancel the award and terminate the contract.

16. Insurance Requirements

The contract contains insurance requirements that the selected vendor must satisfy before the Authority will execute it. When the selected vendor delivers the executed contract to Authority, it must be accompanied by evidence of the required insurance.

17. Taxes

By submitting a bid, bidder represents that any and all applicable federal, state, and local taxes that may be incurred by the Bidder are included in its bid. Bidder is prohibited from delineating a separate line item in its bid for taxes of any kind. Bidder is responsible for its own tax liability for goods or services provided pursuant to an award. The Authority is tax exempt.

18. Notice of Decision and Protest Process

The Authority will post a notice of its intended decision and the board's final decision on the Authority's website at www.regionalwater.org and www.DemandStar.com. By submitting a response to this solicitation, respondents agree to the requirements and process for filing a protest set forth in the Authority's Procurement Policy which may be found on the Authority's website.

The Procurement Policy provides that Section 120.57(3), Florida Statutes, and Section 287.042(2)(c), Florida Statutes, are applicable to all protests to solicitations or awards. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security requirement by law within the time allowed for filing a bond will constitute a waiver of proceedings.

19. Florida Statutory Requirements

19.1 Scrutinized Companies. By submitting a response to this solicitation, respondent certifies that it is in compliance with Section 287.135, Florida Statutes. Respondent certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, respondent certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or Scrutinized Companies that Boycott Israel, and (2) it is not engaged in business operations in Cuba or Syria. Respondent acknowledges the remedies provided in Subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.

19.2 Public Entity Crimes. Respondent understands the requirements of sections 287.132 and 287.133, Florida Statutes and is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. Respondent certifies that it is in full compliance with sections 287.132 and 287.133, Florida Statutes and will notify the Authority if it becomes non-compliant. In accordance with section 3.2.5 of the Authority's Procurement Policy, Vendor shall provide an executed Public Entity Crimes Statement as part of the bid submittal.

19.3 E-Verify. As required by Section 448.095, Florida Statutes, consultants, contractors, subconsultants, and subcontractors for a public agency must register with and use the E-Verify system to verify the work authorization status of all new employees. By submitting a response, respondent certifies that it does not employ, contract with, or subcontract with any unauthorized aliens, and has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. In accordance with section 3.2.8 of the Authority's Procurement Policy, Vendor shall submit an executed E-Verify Affidavit when it executes a contract with the Authority.

19.4 Public Records. Upon receipt, responses will be subject to disclosure under Florida Public Records laws including Chapter 119, Florida Statutes. Respondents may invoke exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. However, if a request is made of the Authority, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property of the respondent, the Authority will advise the respondent of such request and it will be the respondent's sole burden and responsibility to defend its claimed exemption. Subsection 119.071(1)(b), Florida Statutes, exempts sealed responses from inspection, examination, and duplication until such time as the Authority issues a notice of intended decision or within 30 days after opening the responses, whichever is earlier. This exemption is not waived by the public opening of the responses. **ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS SOLICITATION MAY BE DIRECTED TO THE AUTHORITY'S PUBLIC RECORDS CUSTODIAN BY TELEPHONE AT (941) 316-1776, OR BY EMAIL AT PEACERIVER@REGIONALWATER.ORG, OR BY MAIL AT 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

19.5 Responsible Vendor Determination. Respondent is notified that Section 287.05701 Florida Statutes provides that the Authority may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

19.6 No Human Trafficking. By submitting a response to this solicitation, the respondent certifies that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes and if selected, respondent will submit a Human Trafficking Affidavit attesting to its compliance when it executes a contract with the Authority.

– End of Part A –

Part B – Forms bidder must provide with its bid

2026 Bid Form
WATER TREATMENT CHEMICALS (3 pages)

Bidder's contact person for this bid.

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

STREET ADDRESS IF DIFFERENT FROM ABOVE:

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

This bid will remain firm for a period of 60 days from the date it is submitted or for such longer period of time that bidder may agree to in writing upon request of the Authority. If a contract is awarded, the bid price will remain firm throughout the full term of the contract and will not be subject to increase for any reason whatsoever except as expressly provided in the contract.

Bidder declares that the only persons or parties interested in this bid proposal are those named herein, that this bid proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Authority, and that the bid proposal is made without any connection or collusion with any person submitting another bid for this solicitation. Bidder accepts and will comply with all of the terms and conditions of the Invitation to Bid including the Contract and the Technical Specifications provided in Exhibit A to the Contract.

Bidder agrees that any and all applicable federal, state, and local taxes that will be incurred by the Bidder are included in the bid. The Authority is tax exempt.

Bidders may submit a bid for one or more of the bid items. Each bid item will be awarded to the lowest responsive and responsible bidder for that bid item.

Bidder acknowledges receipt of the following Addenda and agrees that all addenda will be part of the

Contract.

Addendum Number	Addendum Date

The following Bid Prices will be in effect for the full term of the Contract.

BID ITEM	DELIVERY METHOD	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE
Item No. 1 Copper Sulfate	50 lb. Moisture Proof Bag	50,000	Per Pound	\$ _____
Item No. 2 Copper Sulfate Solution	275-Gallon Totes	5,000	Per Gallon	\$ _____
Item No. 3 Powdered Activated Carbon See Note (1)	Bulk Delivery	750	Ton	\$ _____
Item No. 4 50% Sodium Hydroxide Solution	Bulk Delivery	1,500	Dry Ton	\$ _____
Item No. 5 12% Sodium Hypochlorite	Bulk Delivery	750,000	Per Gallon	\$ _____

Note (1): All bidders for Powdered Activated Carbon shall submit a sample of the product bid in an amount no less than one-fourth pound. Product samples must be included with bid package. Bidders wishing to submit multiple product samples shall submit a testing fee for each additional sample over one (1) in the form of a check or money order in the amount of \$500.00 payable to the Peace River Manasota Regional Water Supply Authority.

Bidder will deliver all bid items within 5 working days from receipt of a request for delivery from the Authority.

The names of the principal officers of the corporation submitting this bid proposal, or of the partnership, or of all persons interested in this bid proposal as principals are printed below.

_____	_____
_____	_____
_____	_____

DATED this _____ day of _____, 2026.

Bidder: _____

State of Incorporation or Formation: _____

CORPORATE SEAL
IF APPLICABLE

By: _____
Signature

Print Name and Title

Affidavit of Compliance with Chemical Standards

This is to certify that all _____ [chemical name] supplied by the vendor named below to Peace River Manasota Regional Water Supply Authority complies with the AWWA standard listed in the Technical Specifications provided in Exhibit A of the Contract contained in this Invitation to Bid for Purchase of Water Treatment Chemicals.

Signature Date

Print Name

Title, Company name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by _____ (Affiant) of _____ (company name), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

Part C – Contract and Exhibits

CONTRACT FOR PURCHASE OF WATER TREATMENT CHEMICALS

This Contract for Purchase of Water Treatment Chemicals, (the "Contract") is between Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, ("Authority") and _____ whose address is _____ ("Vendor").

Background

- A. The Authority desires to engage the Vendor to provide water treatment chemicals for the Peace River Regional Water Supply Facility, hereinafter referred to as the "Peace River Facility" on an as-needed basis for a fixed price.
- B. The Vendor desires to supply water treatment chemicals as described herein, and represents that it has the experience, personnel, and resources to provide these chemicals in a timely manner.

The Authority and the Vendor ("the parties") agree as follows:

1. **Background and Exhibits.** The background provided above, and the following exhibits and documents are part of this Contract.

- Exhibit A – Technical Specifications for Water Treatment Chemicals
- Exhibit B – Required Safety Measures
- Exhibit C – Insurance Requirements
- Exhibit D – Completed Bid Form
- Exhibit E – E-Verify Affidavit
- Exhibit F – Affidavit concerning Human Trafficking
- The Invitation to Bid for Water Treatment Chemicals dated _____, 2026, all related documents and Addenda ("ITB"), and Vendor's response to the ITB which are retained in the Authority's files

2. **Delivery of Goods.** Vendor will sell and deliver to the Authority, and the Authority will buy and accept the chemicals identified in **Exhibit A** ("goods" or "chemicals"). Vendor will furnish these chemicals FOB destination price for the delivery and unloading of the chemicals at the Peace River Facility, 8998 SW County Road 769, Arcadia, Florida 34269 ("place of delivery"). Vendor is responsible for the quality and functionality of all good supplied under this Contract. Vendor shall, without additional compensation, correct any errors or deficiencies in its goods.

3. **Time and Place of Delivery.**

- 3.1. Vendor shall deliver the chemicals within 5 business days after the Authority provides Vendor with a purchase order. The Authority may terminate this Contract if Vendor does not deliver the chemicals on time. Vendor must deliver the chemicals between the hours of 8:00 A.M. and 3:00 P.M. local time, Monday through Friday, excluding holidays, unless otherwise agreed to by the Authority.

- 3.2. Vendor confirms that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority.
- 3.3. Vendor will provide certified weight or volume (as applicable to unit costs) tickets to the Authority with each delivery. Vendor shall provide a separate delivery ticket for each delivery and shall obtain an authorized signature from the Authority. Vendor shall comply with all requirements of the Safety Measures provided in **Exhibit B**.

4. **Price.** Vendor shall provide the chemicals for the price quoted in Vendor's Bid Form attached as **Exhibit D**. The prices include all applicable taxes of any kind, transportation, labor, equipment, and other costs associated with delivering and unloading the goods at the point of delivery. The Authority is not obligated to make any minimum quantity purchases from the Vendor during the Contract term.

5. **Invoicing and Payment.** The Authority will assign a blanket purchase order number for the anticipated deliveries. Vendor shall prepare and submit to the Authority separate invoices for each delivery, showing the purchase order number. The Executive Director, or the Executive Director's designee, will approve payment after verifying delivery is in compliance with all requirements of this Contract. The Authority will make payment in accordance with Part VII of Chapter 218, Florida Statutes, the Local Government Prompt Payment Act. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Vendor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Vendor to the Authority against any payments due the Vendor under this Contract.

6. **Express Warranty.** In addition to any implied warranties under the Uniform Commercial Code, Vendor warrants to the Authority that the goods being sold under this Contract will strictly meet the Technical Specifications in **Exhibit A** and the standards listed in the Affidavit of Compliance Vendor submitted with its bid.

7. **Right of Inspection.** The Authority has the right to inspect the goods at the time and place of delivery before acceptance or payment.

8. **Risk of Loss.** Any risk of loss associated with the goods remains with the Vendor until the time of acceptance of the goods by the Authority at the place of delivery.

9. **Quality Guarantee and Rejection of Nonconforming Goods.**

- 9.1. Quality Guarantee. Vendor represents and warrants that the products it delivers to the Authority: 1) meets the technical specifications contained in **Exhibit A**; and 2) the standards listed in the Affidavit of Compliance Vendor submitted with its bid. If any product delivered does not meet the requirements of Exhibit A or the Affidavit of Compliance, or if the product will not produce the effect the Vendor has represented to the Authority, Vendor shall pick up the product from the Authority at no expense to the Authority and Vendor shall refund any money the Authority has paid for it. Vendor will be responsible for reimbursing

the Authority for attorney fees in the event the bidder defaults and court action is required.

9.2. **Nonconforming Goods.** The Authority has the right to reject any and all goods or materials if, in its judgment, the item is unsatisfactory. In such event, the Authority must reject goods for failure to conform to the requirements of this Contract within 30 days after they are delivered. In such event, the Authority will send written notification of the rejection to the Vendor stating the basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected. On receipt of notification of rejection, Vendor shall immediately arrange for the return shipment of the goods at the Vendor's expense. The Vendor shall provide replacement conforming goods, at no additional cost to the Authority, within 10 business days of the notice of rejection unless the Authority notifies the Vendor not to provide the goods before that date.

10. **Non-Exclusive Contract.** This is not an exclusive contract. The Authority has the right to purchase chemicals described in this Contract from other suppliers.

11. **Additional Remedies of the Authority.** In addition to any of the remedies provided under the Uniform Commercial Code, if the Vendor is unable to provide goods because of breakdown, product scheduling, lack of product or equipment, then the Authority may, on an order basis, use another supplier.

12. **Vendor's Exclusive Remedies.** The exclusive remedies of the Vendor under this Contract are to have any goods not paid for returned to the Vendor, or to receive, on demand, the purchase price for any goods not paid for in accordance with the terms of this Contract and not returned within 60 days of the demand.

13. **Contract Term.** The term of this Contract is for **one year** commencing on _____, 2026 through _____, 20____. All contracts may be extended for three one-year periods upon written agreement of both parties. The parties must approve a written agreement for each contract extension no later than [_____] January 15 for the ensuing contract year. All contract terms, including prices, will remain the same through the term of any extension, except that the Authority will issue a new blanket purchase order.

14. **Termination for Convenience.** The Authority may terminate this Agreement, in whole or in part without cause upon written notice to the Vendor. In such event, the Vendor's sole and exclusive recovery against the Authority will be limited to that portion of the Vendor's compensation earned to the date of termination. Vendor will not be entitled to any further recovery against the Authority, including, but not limited to, anticipated lost fees or profits. Termination will be effective upon delivery of written notice to the Vendor.

15. **Indemnification.** Vendor shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of this Agreement.

16. **Insurance Requirements.** Vendor must maintain, during the entire term of this Agreement, insurance in the kinds and amounts provided in **Exhibit C** with a company or companies authorized to do business in the State of Florida. Vendor must not commence work under this Agreement until the Authority has received acceptable certificates of insurance showing evidence of such coverage. The amounts and types of insurance must be appropriate for the Vendor's obligations and its employees and agents and must conform to the minimum requirements of this paragraph and **Exhibit C**.

17. **Documents and Data.** The Authority and the Vendor shall comply with Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes subject to any applicable exemptions. The Vendor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Vendor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; PEACERIVER@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

18. **Dispute Resolution.** In the event any dispute or disagreement arises during the course of the Contract, the Vendor shall fully perform in accordance with the Contract. The Vendor shall seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request to the Authority's Executive Director, or appointed designee no later than 10 days after the precipitating event. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. The Vendor will not delay or postpone delivery of goods pending resolution of any disputes or disagreements.

19. **Vendor's Representations and Warranties.** Vendor represents and warrants to the Authority as follows:

- 19.1. **Conducting Business in Florida.** Vendor is duly authorized to conduct business in the State of Florida.
- 19.2. **Authority.** Vendor has the full power and authority to execute and deliver this Contract and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of the Vendor.

- 19.3. **Accuracy of Response.** All information provided by the Vendor in response to the solicitation was true and accurate when the Vendor submitted it to the Authority and has not materially changed as of the Effective Date of this Contract.
- 19.4. **Understanding of Contract.** Vendor understands this Contract, the Law, and all conditions that may affect the Vendor's performance of this Contract.
- 19.5. **Laws.** Vendor will comply with all applicable federal, state and local laws, regulations and ordinances in effect at the time of performance of this Contract ("Laws") and will maintain all licenses and government approvals required by law for the performance of this Contract.
- 19.6. **Valid Agreement.** This Contract is a valid, binding, and enforceable obligation of the Vendor, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against the Vendor.
- 19.7. **Scrutinized Companies.** Vendor certifies that it is in compliance with section 287.135, Florida Statutes and that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, the Vendor certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors, or Scrutinized Companies that Boycott Israel, (2) is not engaged in a boycott of Israel and (3) it is not engaged in business operations in Cuba or Syria. The Vendor acknowledges the remedies provided in subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.
- 19.8. **Public Entity Crimes.** Vendor understands the requirements of sections 287.132 and 287.133, Florida Statutes and is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. The Vendor is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Contract, and will notify the Authority if it becomes non-compliant.
- 19.9. **E-Verify.** Vendor is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, the Vendor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Vendor must require any subcontractors to provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of this Contract. As required by Section 3.2.8 of the Authority's Procurement Policy, Vendor has provided the Authority with an E-Verify Affidavit attached as **Exhibit E**.
- 19.10. **Affidavit concerning Human Trafficking.** Vendor does not use coercion for labor or services and has complied with section 787.06, Florida Statutes.

Vendor has provided an affidavit required by Florida law attached as **Exhibit F**.

20. **Miscellaneous Provisions.**

- 20.1. **Entire Agreement.** This written document constitutes the entire agreement between the parties hereto and may not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced.
- 20.2. **No Delegation or Assignment.** Vendor must not delegate its performance in the delivery of goods under this Contract or assign this Contract without the prior written consent of the Authority. Vendor may not assign its right to receive payment from the Authority.
- 20.3. **Successors.** The Authority and the Vendor each hereby binds itself, its successors, assigns, and legal representatives to the other.
- 20.4. **No Third-Party Beneficiaries.** The rights and obligations in this Contract inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party will have any rights or obligations under or by virtue of this Contract.
- 20.5. **Waiver.** No waiver of any term of this Contract is binding unless signed in writing by the waiving party. A waiver of any term does not constitute a waiver of any other provision, whether similar or dissimilar and does not constitute a continuing waiver.
- 20.6. **Applicable Law and Venue.** This Contract will be governed by the laws of the state of Florida and construed in accordance with the Uniform Commercial Code - Sales. Wherever the term "Uniform Commercial Code" is used, it will be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Contract. Venue for any action under state law arising under this Contract will be in the Twelfth Judicial Circuit of Florida for Desoto, Manatee, and Sarasota Counties. Claims justiciable in federal court will be in the Middle District of Florida.
- 20.7. **Notices.** All notices or other communications permitted or required under this Contract must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, or sent by overnight courier, postage prepaid. or sent to all email addresses listed below for each party.

If to the Authority:

Name Title

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Email #1: _____
Email #2: _____
Email #3: _____

If to the Vendor:

Email #1: _____
Email #2: _____
Email #3: _____

- 20.8. **No Construction Against Drafting Party.** Each party acknowledges that it has carefully reviewed and understands this Contract and has had an opportunity to review it with counsel of its choosing. This Contract will not be construed more strongly against any party, regardless of who drafted or prepared it.
- 20.9. **Communications.** The Vendor's communications with the Authority will be limited to the Authority's Executive Director and designated staff. Communications with the Authority's Board Members are prohibited, except with the prior permission of the Authority's Executive Director or at a duly noticed public board meeting. Any such prohibitive communications will be deemed to be a material breach of this Contract by the Vendor. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with the Vendor.
- 20.10. **Interpretation.** All words used herein in the singular extend to and include the plural, and the use of any gender extends to and include all genders. Unless the context requires otherwise: The term "include" contemplates "including but not limited to." The terms "hereof," "herein," "hereunder" and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract.
- 20.11. **Headings.** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions. Unless otherwise indicated, references to paragraphs include all subparts.
- 20.12. **Time is of the Essence.** Time is of the essence of this Contract and each of its provisions.

- 20.13. **Survival.** All express representations, indemnifications, or limitations made or given in this Contract shall survive its completion or termination for any reason.
- 20.14. **Severability.** If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.
- 20.15. **Independent Contractor.** Vendor expressly warrants that it will not represent at any time or in any manner that the Vendor or any of its agents, servants, or employees are agents, servants, or employees of the Authority. Vendor is and will remain at all times a wholly independent contractor and that the parties' obligations are solely as provided in this Contract. Vendor is responsible for assuring compliance with local, state, and federal laws and regulations and other requirements as each may apply to the sale, delivery, and goods purchased pursuant to this Contract.
- 20.16. **Waiver of Jury Trial.** To the extent permitted by applicable law, the Vendor and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Contract or any of the transactions contemplated by it. Neither the Authority nor the Vendor or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Contract or the relationship created by it. Neither the Authority nor the Vendor shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.

The parties have caused their duly qualified representatives to execute this Contract on the dates set forth below.'

VENDOR:

Firm Name

Signature

Print name

Print title

Date

Attest:

Signature

Print name

Print title

Date

Peace River Manasota Regional Water Supply Authority:

Signature

Print name

Print title

Date

Approved as to Form:

Legal Counsel

EXHIBIT A

page 1 of 5

Technical Specifications
WATER TREATMENT CHEMICALS

Item No. 1 - Copper Sulfate

Copper Sulfate is intended for use in controlling and/or removing causative agents responsible for producing taste and odors in the treatment of potable water.

1. Copper Sulfate shall be commercial grade of copper sulfate pentahydrate at least 99% $\text{CuSO}_4 \cdot 5\text{H}_2\text{O}$ in accordance with AWWA Standard B602-08 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the Copper Sulfate complies with the applicable provisions of AWWA Standard B602-08 (or latest edition) and these specifications are required.
 - b. May be shipped in 50-pound multi-wall bags. Palletizing to be included in bid price. Pallets will have slats on both sides of wooden frame.
 - c. Shall be Size A as defined in AWWA Standard B602-08 (or latest edition).
2. Copper Sulfate shall meet NSF-60 or 61 as appropriate.

EXHIBIT A

page 2 of 5

Technical Specifications
WATER TREATMENT CHEMICALS

Item No. 2 - Copper Sulfate Solution

Copper Sulfate based algaecide solutions are intended for use in controlling and/or removing causative agents responsible for producing taste and odors in the treatment of potable water.

1. The active ingredient shall be commercial grade copper sulfate pentahydrate with a metallic copper equivalent of 5% by weight in accordance with AWWA Standard B602-17 (or latest edition) modified as follows:
 - a. Copper Sulfate shall be a liquid formulation of copper registered with the US EPA as an algaecide and bactericide.
 - b. Affidavit of compliance stating that the Copper Sulfate complies with the applicable provisions of AWWA Standard B602-17 (or latest edition) and these specifications are required.
 - c. Shall be shipped in IBC Totes with approximately 275-gallon capacity. Totes/containers to be included in bid price. Empty totes/containers shall be removed by vendor.
 - d. Product must have a pH of 0.2 to 0.3.
2. Copper Sulfate shall meet NSF-60 or 61 as appropriate.

EXHIBIT A

page 3 of 5

Technical Specifications WATER TREATMENT CHEMICALS

Item No. 3 – Powdered Activated Carbon

Powdered Activated Carbon is intended for use in controlling and/or removing causative agents responsible for producing taste and odors in potable water.

1. Powdered Activated Carbon shall be in accordance with AWWA Standard B600-10 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the activated carbon complies with the applicable provisions of AWWA Standard B600-10 (or latest edition) and these specifications are required.
 - b. Shipment shall be by bulk tanker truck with approximate delivery quantity of 35,000 pounds.
 - c. Certified weight tickets for each shipment will be required.
 - d. Supplier shall be responsible for pumping Powder Activated Carbon into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
2. Site Specific Specifications – In addition to the requirements in Item 1(a-d) above, the following additional specifications shall be met due to chemical feed pumping constraints and process control requirements of the facility:
 - a. Powdered Activated Carbon samples shall have a MINIMUM iodine number of 800.
 - b. All carbons submitted shall produce a carbon solution that maintains a neutral pH range of 6.5-8.5 when diluted at a 1:1 ratio.
3. Performance Criteria. The Authority will test each sample submitted for **minimum iodine number, particle size distribution and adsorptive performance per AWWA B600-10 (or latest edition)** to document cost/performance ratios in the evaluation of bids submitted. **All bidders for Powder Activated Carbon shall submit a sample of the product bid (no less than one-fourth pound). Product samples must be included with bid package. Bidders wishing to submit multiple product samples shall submit a testing fee for each additional sample over one (1) in the form of a check or money order in the amount of \$500.00 payable to the Peace River Manasota Regional Water Supply Authority.**
4. Powdered Activated Carbon shall meet NSF-60 or 61 as appropriate.
5. Each load of Powdered Activated Carbon shall be accompanied by the supplier's certificate of analysis representing the actual Powdered Activated Carbon being delivered.

EXHIBIT A

page 4 of 5

Technical Specifications
WATER TREATMENT CHEMICALS

Item No. 4 – Sodium Hydroxide

Sodium Hydroxide is intended for use in the stability process of potable drinking water. This chemical is intended specifically for use in the manipulation of pH for stability purposes in the treatment of potable water.

1. Sodium Hydroxide (caustic soda) shall be liquid 50% sodium hydroxide (NaOH) in accordance with AWWA Standard B501-08 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the Sodium Hydroxide complies with the applicable provision of AWWA Standard B501-08 (or latest edition) and these specifications are required.
 - b. Shipment shall be in bulk by tanker truck.
 - c. Certificate of Analysis (COA) and Certified weight tickets for each shipment will be required.
2. Seller shall be responsible for pumping Sodium Hydroxide into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
3. Sodium Hydroxide shall meet NSF-60 or 61 as appropriate.
4. Sodium Hydroxide shall be bid on a dry ton basis.

EXHIBIT A

page 5 of 5

Technical Specifications
WATER TREATMENT CHEMICALS

Item No. 5 – Sodium Hypochlorite

Sodium Hypochlorite is specified for use in the disinfection process of potable drinking water.

1. Sodium Hypochlorite shall be in accordance with AWWA Standard B300-18 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the Sodium Hypochlorite complies with the applicable provisions of AWWA Standard B300-18 (or latest edition) and these specifications are required.
 - b. Sodium Hypochlorite shall be 12 trade percent available chlorine.
 - c. Sodium Hypochlorite solution shall be a clear liquid containing not more than 0.15 percent insoluble matter by weight.
 - d. Shipment shall be by bulk tanker truck.
 - e. Vendor must provide a receipt with the exact quantity of Sodium Hypochlorite delivered at the time of delivery.
 - f. Vendor shall be responsible for pumping Sodium Hypochlorite into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
2. Sodium Hypochlorite shall meet NSF-60. "This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects."

EXHIBIT B

Required Safety Measures WATER TREATMENT CHEMICALS

Vendor is responsible for notifying the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Vendor shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team, and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur that is caused by Vendor's personnel, equipment, or method of delivery, Vendor shall immediately comply with all applicable terms and conditions of Reauthorization Act of 1986, 42 U.S.C.G. 11001, et seq. (SARA), the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, and Section 403.077, Florida Statutes and any other applicable Law. Vendor shall hold the Authority harmless for the responsibility of compliance with federal and state rules and regulations regarding vendor caused spills or releases or for any failure to properly report and/or comply with the Law under this paragraph.

Vendor shall provide to the Authority: (1) a written emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers) and (2) the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies.

Within the first month of the contract, Vendor shall provide an appropriate safe handling training course to all Peace River Facility operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract term.

EXHIBIT C

Insurance Requirements

A. The Vendor must maintain during the term of this Contract, insurance with a company or companies authorized to do business in the State of Florida in the following kinds and amounts.

B. The amounts and types of insurance shall be appropriate for the services being performed by the Vendor, its employees, or agents and must conform to the following minimum requirements:

1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

2. Commercial or Comprehensive General Liability. Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury, and property damage.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent Vendor's coverage.
- c. Additional Insured. Authority is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicle.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.
- e. Additional Insured. Authority is to be specifically included as additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

C. Vendor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified herein prior to execution of this Contract. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Contract.

D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Vendor shall provide the Authority with financial information concerning any self-

insurance fund insuring Vendor. At the Authority's option, Self-Insurance Fund financial information may be waived.

E. All the policies of insurance so required of Vendor, except workers compensation, shall be endorsed to include as additional insureds: The Authority, its directors, officers, employees, and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Vendor shall be considered primary, and all other insurance shall be considered excess. The cross-liability clause does not increase the limits of liability or aggregate limits of the policy.

F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Vendor is responsible for the amount of any deductibles or self-insured retentions.

G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Vendor hereunder. Vendor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in herein is sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums.

H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Vendor by certified mail. Vendor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Vendor may be observing the correction, removal, or replacement of defective work.

J. Vendor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Vendor.

K. All policies, except for workers' compensation, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its Vendors, directors, officers, employees, representatives, or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Vendor or Vendor's insurance carriers.

L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Vendor's obligations under the Contract, including any indemnity or hold harmless provision.

M. Vendor shall require each of its subcontractors, suppliers, and other persons or organizations working for Vendor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Vendor in the Contract unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Vendor shall be responsible for ensuring all of its subcontractors, suppliers, and other persons or

organizations working for Vendor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Vendor must obtain certificates of insurance from any subcontractor otherwise the Vendor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Vendor's insurance policies.

EXHIBIT D

BID FORM PROVIDED BY VENDOR

EXHIBIT E

E-Verify Affidavit

Vendor provides this affidavit in accordance with Section 3.2.8 of the Authority's Procurement Policy.

Vendor states as follows:

1. As required by Section 448.095, Florida Statutes, Consultant has registered with and uses the U.S. Department of Homeland Security's E-Verify system, (www.e-verify.gov) to verify the work authorization status of all new employees.
2. Consultant will require all subcontractors and subconsultants performing work under this contract to a) use the E-Verify system for any new employees and b) provide consultant with an affidavit stating that the subcontractor or subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of the contract.
3. Consultant is and will remain in full compliance with Section 448.095, Florida Statutes for the duration of its contract with the Authority.
4. A true and correct copy of Consultant's proof of registration in the E-Verify system is attached to this Affidavit.

Signature Date

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___ by _____(name of officer or agent, title of officer or agent) of _____(name of Consultant company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT F

**Affidavit Concerning Human Trafficking
Required by Section 787.06, Florida Statutes**

Before me, the undersigned authority, personally appeared _____,
(Affiant) whom after being duly sworn, deposes and states:

1. My name is _____ and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with _____,
a non-governmental entity. I am authorized to provide this affidavit on behalf of _____.

3. The non-governmental entity, _____, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

_____, 20__

(Affiant)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization, this

_____, 20__ by _____ on behalf of

_____, who is

personally known to me or has produced _____ as identification.

Notary Public

Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)