

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

INVITATION TO BID and Instructions to Bidders for WATER TREATMENT CHEMICALS FEBRUARY 08, 2024

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.

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Bid Documents

This Invitation to Bid, Bid Form, and contract are collectively known as the “Bid Documents.” A copy of the Bid Documents may be obtained at no charge by visiting the Authority’s website www.regionalwater.org, by contacting Rachel Kersten at rkersten@regionalwater.org, or by calling (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.

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.

Questions and Communications

Respondents to this solicitation 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 below. Violation of this provision may be grounds for rejecting a response.

All questions concerning this solicitation must be submitted in writing via electronic mail to procurement@regionalwater.org using “**Bid Question – Water Treatment Chemicals**” as the subject line. Questions must be submitted on or before the deadline listed below. The Authority will not answer questions submitted in any other manner or questions submitted after the deadline.

Deadlines

The deadline for submitting questions regarding this solicitation is **FEBRUARY 23, 2024 at 5:00 PM EST.**

The deadline for submitting a response to this solicitation is **MARCH 12, 2024 at 10:00 AM EST.**

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. 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 or DemandStar to ensure they are aware of the latest Addenda, Bid Document information, any changes to schedule, or other developments.

Anticipated Schedule

The following is the Authority’s schedule for this Invitation to Bid for water treatment chemicals. The Authority may delay scheduled dates if it determines that it is in the best interest of the Authority.

Milestone

Advertise ITB
Deadline to submit questions
Deadline to submit Bids
Bid Opening
Board Approval

Expected Date

FEBRUARY 08, 2024
FEBRUARY 23, 2024 – 5:00PM
MARCH 12, 2024 – 10:00AM
MARCH 12, 2024
APRIL 3, 2024

Bidder Requirements

The Authority intends to award a contract for each Bid Item shown on the Bid Form to the lowest responsible and responsive bidder.

The lowest responsible bidder is the bidder who makes the lowest bid to sell goods or services of a quality that conforms to the quality of goods or services set forth in the technical specifications or otherwise required by the Authority, and who is known to be fit and capable to perform the bid as made. To be a responsible bidder, the bidder must have the capability in all respects to perform fully the contract. To be responsive, a bidder must submit a bid that conforms in all material respects to the requirements set forth in the Bid Documents.

Basis of Bid

Buy American. The Authority gives preference to American-produced water treatment chemicals, as follows:

- a. All water treatment chemicals supplied to the Authority must be manufactured in the United States and must be substantially comprised of materials or supplies mined and produced in the United States.
- b. The requirements of paragraph (a) above will not apply in the event the Authority determines that:
 - i. materials, supplies and products mined, produced or manufactured in the United States are not available in sufficient and reasonably available quantities and of a satisfactory quality; or
 - ii. Complying with requirement of supplying American materials, supplies, and products will increase cost to the Authority by more than ten percent (10%).

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 save 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 Authority presumes that the bidder(s) 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 Exhibit B to the Contract.

Estimated Quantities. To the extent that the Bid Form or the Contract contain any estimates of quantities of materials, such estimates are not guaranteed and may not be relied upon by bidder 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.

Taxes. By submitting a Bid, Bidder agrees 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.

Contract Terms

By submitting a bid, Bidder declares that it has read the contract that is included with the Bid Documents and accepts all its terms including the Technical Specifications, Required Safety Measures, and Insurance Requirements. 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. A failure of the bidder to satisfy the requirements of the contract may result in termination of the award and the contract.

Bidder's Representations

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, or 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. A copy of the State Ethics Code is available at the Authority's Administrative Office.

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.

Bid Preparation

Bid Form. Bids must be submitted on the Bid Form contained in the Bid Documents, although additional information may be attached. Bidders must fully comply with the specifications, terms, and conditions contained in the Bid Documents. Bidders must complete every blank on the Bid Form 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.

Authority to sign. The signer 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 each joint ventures 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.

Bids for each chemical. A bid may be submitted 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.

Bid Submittal

Bid submittals must contain the following documents:

- The Bid Form
- Evidence of Authority to Sign
- Affidavit of compliance with AWWA standards and Technical Specifications contained in Exhibit A to the Contract
- E-Verify Affidavit and Required Documentation
- Public Entity Crimes Statement

Bidders shall provide a single electronic file in searchable PDF format of the bid submittal via email to procurement@regionalwater.org. The submittal must include: (1) The completed and signed Bid Form, E-Verify Affidavit and Public Entity Crimes Statement (2) evidence of authority to sign the bid form on behalf of the business entity, and (3) Affidavit of compliance with the American Water Works Association's standards and the Technical Specifications provided in the Contract. All bids must be delivered on or before the deadline provided above and must state **“Response to Bid: Water Treatment Chemicals”** as the subject line of the email.

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 Firm’s responsibility to confirm its submission (PDF file) has been received.

Bids will publicly be opened at the Authority’s Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, immediately following the deadline for receipt of bids.

The Authority will not accept responses delivered in any manner other than as prescribed in these instructions. 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. The Authority reserves the right to reject all responses and not grant any award resulting from this solicitation. The Authority also reserves the right to waive nonmaterial irregularities and technicalities. If awarded, no contract will be formed between the respondent and the Authority until a contract is executed by both parties.

Upon submittal of its response, respondent agrees to be bound by all terms and conditions of this solicitation. The Authority will not be liable for any expenses incurred in connection with the preparation of a response to this solicitation.

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn upon official closing of bids will constitute an irrevocable offer for a period of 90 days to sell to the Authority the goods or services set forth in Bid Form until one or more of the bids have been duly accepted by the Authority through the execution of a contract.

Bid Review and Notice of Award

1. The Authority may make any investigation it determines is necessary to assess the ability of any bidder to deliver the goods or service requested. Bidder shall provide such information as the Authority requests. Information may include but is not limited to current financial statements, verification of availability of equipment and personnel, and past performance records.
2. The Authority may reject bids where evidence indicates an inability for the bidder to perform or if it would not be in the best interest of the Authority to make an award to that bidder. The Authority reserves the right to reject the bid of any bidder because the bid is not responsible or responsive, or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Authority. The Authority shall have the sole discretion to determine which factors it deems significant in its determination as to qualifications.
3. The Authority reserves the right to reject any nonconforming, unresponsive, unbalanced, or conditional bids.
4. The Authority reserves the right to reject the bid of any bidder who, in the Authority's judgment, has failed to take adequate affirmative steps to promote equal employment opportunities.
5. The Authority reserves the right to waive any non-material irregularities, mistakes or errors which may be committed by a bidder or bidders, when the Authority determines it is in the best interest of the Authority.
6. The Authority will post the bid tabulation and notice of intended decision for award on the Authority's website at www.regionalwater.org.

Procurement Policy and Bid Protests

Disputes regarding the bidding process will be resolved in accordance with the policies and procedures contained in the Procurement Policy. 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 contract 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 shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

Other Legal Matters

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.
2. **Public Entity Crimes.** Respondent understands the requirements of sections 287.132 and 287.133, Florida Statutes certifies that it 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.
3. **E-Verify.** Section 448.095, Florida Statutes, requires that 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 to this solicitation respondent certifies that it does not employ, contract with, or subcontract with any unauthorized aliens, is in compliance with section 448.095, Florida Statutes, and if selected, will comply with the requirements in the contract concerning E-Verify.
4. **Responsible Vendor Determination.** Respondent is hereby 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 and may not give preference to a vendor based on the vendor's social, political, or ideological interests.
5. **Public Records.** Once opened, all responses will become the property of the Authority and, at the sole discretion of the Authority, may not be returned to respondent. Any information, reports, or other materials given to, prepared, or submitted in response to this solicitation will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any respondent claiming that its response contains information that is exempt from Chapter 119, Florida Statutes, must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Respondents are solely responsible for defending any claimed exemption from disclosure under Chapter 119, Florida Statutes. 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 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.

6. Equal Employment Opportunity. The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of The Department of Commerce (15 CFR, Part 8) issued pursuant to the Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

BID FORM
WATER TREATMENT CHEMICALS

Bidder's contact person for additional information on this bid.

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMAIL: _____

FAX: _____

STREET ADDRESS IF DIFFERENT FROM ABOVE:

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

This Bid will remain firm for a period of 90 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. If this Bid is awarded to Bidder, within 15 calendar days after board approval of the award, Bidder will submit the signed Contract and the required Certificates of Insurance to the Authority.

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 12% Sodium Hypochlorite	Bulk Delivery	750,000	Per Gallon	\$ _____
Item No. 3 Copper Sulfate	50 lb. Moisture Proof Bag	50,000	Per Pound	\$ _____

Bidder will deliver all bid items within 5 working days from receipt of a request for delivery from the Authority except that Powder Activated Carbon will be delivered within 10 working days.

Note (1): All bidders for Powdered Activated Carbon shall submit a sample of the product in an amount no less than one-fourth pound. Product samples must be included with the bid. The Authority will test one sample for each Bidder at no cost to the Bidder. Bidders wishing to submit multiple product samples shall submit a testing fee of \$500.00 for each additional sample in the form of a check or money order payable to the Peace River Manasota Regional Water Supply 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 _____, 2024.

Bidder: _____

State of Incorporation or Formation: _____

CORPORATE SEAL
IF APPLICABLE

By: _____
Signature

Print Name and Title

IF NOT A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ by _____ of _____, a _____ organized under the laws of the State of _____, on behalf of the business, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA

Name typed, printed, or stamped: _____

My commission expires: _____

IF A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ by _____ [name] as _____ [type of authority], for _____ [name of corporation], who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA

Name typed, printed, or stamped: _____

My commission expires: _____

Contract Holder E-Verify Registration and Affidavit

Section 448.095, Florida Statutes requires that Contractor register with and use the U.S. Department of Homeland Security's E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Consultant/Contractor employees hired on and after January 1, 2021. Additionally, Contractor shall require all subconsultants/contractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the District of compliance with Section 448.095, Florida Statutes, prior to entering an Agreement with the District.

Affidavit

I hereby certify that _____ (Contractor) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Contractor) proof of registration in the E-Verify system is attached to this Affidavit.

Signature

Date

Print Name

Title, Company name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor 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: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, statement of qualifications, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; OR
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members

and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the Final Order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by _____ as _____ of _____, a company organized under the laws of the State of _____, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

SAMPLE CONTRACT - PURCHASE OF WATER TREATMENT CHEMICALS
(SEE ATTACHMENT)

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 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 and all documents submitted in response to the Invitation to Bid
- Invitation to Bid For Water Treatment Chemicals and Instructions to Bidders dated _____, 2024 and all related documents including Addenda

- 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 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**.
- 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.** If any product delivered does not meet applicable specifications provided in **Exhibit A**, 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 _____, 2024 through _____, 20____. All contracts may be extended for two 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 AGENCY'S 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. The 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. The 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. **In accordance with the Authority's Procurement Policy, Vendor shall submit an executed E-Verify Affidavit as part of the bid submittal.**

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. 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 Firm:

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.

WITNESS

VENDOR:

BY: _____

Print Name & Title

Print Name & Title

ATTEST:

**Peace River Manasota
Regional Water Supply Authority**

BY: _____

Mike Coates, Executive Director

APPROVED AS TO LEGAL FORM:

Douglas Manson, General Counsel for
Peace River Manasota Regional Water Supply Authority

EXHIBIT A

TECHNICAL SPECIFICATIONS WATER TREATMENT CHEMICALS

Item No. 1 - 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.

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 A

TECHNICAL SPECIFICATIONS WATER TREATMENT CHEMICALS

Item No. 2 - 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 penthydrate 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 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

**COMPLETED BID FORM AND ALL DOCUMENTS
SUBMITTED IN RESPONSE TO THE INVITATION TO BID**