

REQUEST FOR BIDS

BID NUMBER: 2009-15

The Emerald Coast Utilities Authority invites your company to submit a bid on item (s) as listed in this bid request. It is the intent of the Emerald Coast Utilities Authority to receive bids that will be publicly opened at **2:00 p.m., July 23, 2009**, for

The following:

ITEM A – PURCHASE OF UNIFORMS

Sealed bids will be received until 2:00 p.m., July 23, 2009, by the Purchasing and Stores Manager, Emerald Coast Utilities Authority, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida 32514. The bids received will then be publicly opened and read. The Emerald Coast Utilities Authority reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. In accepting a bid, ECUA may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which ECUA selects – with all decisions being made based upon what ECUA believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. ECUA further reserves the right to increase or decrease quantities as may be required to meet the needs of ECUA, at the unit price which was bid.

LEGAL ADVERTISEMENT

Sealed bids for Bid Number 2009-15, Purchase of Uniforms, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., July 23, 2009, at which time bids submitted will be publicly opened and read. Specifications and information may be examined and obtained from ECUA, Purchasing and Stores Manager (850-969-3350). Bids received after the closing time will be returned unopened. ECUA reserves the right to reject any or all bids and re-advertise.

Advertised 07-05-09

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

STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Emerald Coast Utilities Authority Vendors' list for this commodity/service. We the undersigned, have declined to bid on requested commodity/service Bid #2009-15, Purchase of Uniforms for the following reasons:

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

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet bond/insurance requirements.

_____ Specifications are unclear (explain below).

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

_____ Other (specify below).

Remarks:

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

NOTE: Statement of No Bid may be faxed into the Purchasing and Stores Division (850-494-7229) Attention: Helen Jolly

INSTRUCTIONS TO BIDDERS

All these terms and conditions are a part of this bid request.

1. BID SCHEDULE:

Bids are presently scheduled to be publicly opened and read at 2:00 p.m., July 23, 2009 in the ECUA Purchasing Section, 2nd Floor, Customer Service Building, 9255 Sturdevant Street, Ellyson Industrial Park. ECUA staff will review all bids and forward their recommendations to the ECUA Citizens' Advisory Committee scheduled to meet at 2:00 p.m., August 19, 2009 in the ECUA Board Room, Building 942, 9250 Hamman Street, Ellyson Industrial Park. The ECUA Citizens' Advisory Committee recommendation will be presented to the ECUA Board at their meeting scheduled for 3:00 p.m., August 27, 2009 in the ECUA Board Room, Building 942, 9250 Hamman Street, Ellyson Industrial Park.

2. BID SUBMISSION:

All bids to be considered must be in the possession of the Emerald Coast Utilities Authority Purchasing and Stores Manager. Bids may be mailed or delivered to his office at 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida, 32514, in a sealed envelope clearly marked with the time and date of the opening. Regardless of the method of delivery, each bidder shall be responsible for his bid(s) being delivered on time, as the Emerald Coast Utilities Authority assumes no responsibility for same. Proposals offered or received after the time set for the bid opening will be rejected and returned unopened to the bidder.

3. CONVICTION OF PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the Convicted Vendor List.

4. BID WITHDRAWAL:

No bid may be withdrawn for a period of ninety (90) days from the bid opening. Prices may not be modified during this period. Proposals may be withdrawn at any time prior to the bid opening time.

5. BID AUTHORIZATION:

All bids must be submitted on the form provided by the Emerald Coast Utilities Authority and must be signed by an authorized representative of the company placing the bid. One complete set of bid forms will be furnished each company interested in bidding.

6. BID ERRORS:

A bidder may not modify its bid after bid opening. Errors in the extension of unit prices stated in a bid or in multiplication, division, addition, or subtraction in a bid may be corrected by the Purchasing and Stores Manager prior to award. In such cases, unit prices shall not be changed.

7. AWARD OF BID:

ECUA reserves the right to establish priorities and to award the contract to a single bidder based upon the total bid or to multiple vendors based upon the items individually bid. ECUA also reserves the right to selectively purchase any single or any multiple items from this bid.

8. TAXES:

Do not include any tax with your bid. The Emerald Coast Utilities Authority is exempt from federal, state and local taxes. Tax Exempt Number 85-8012640152c-4 applies.

9. TERMS:

Minimum terms will be Net 30 (30 days after receipt of material/service) unless a discount is involved. Terms offering a discount for prompt payment will only be considered in determining the low bid if the discount period is 15 days or greater (15 days after receipt of material/service or invoice, whichever is greater).

10. BID TABULATIONS:

Bid tabulations will be posted for review in the Purchase Section, 9255 Sturdevant Street, Ellyson Industrial Park on or about July 23, 2009, and will remain posted for 72 hours excluding weekends and holidays.

11. BID QUESTIONS:

If any bidder has a question concerning the bid specifications or bid procedures, please forward the inquiry to the Purchasing and Stores Manager before July 16, 2009 for consideration.

Emerald Coast Utilities Authority
Attn: Purchasing and Stores Manager
9255 Sturdevant Street
Pensacola, Florida 32514-7038
Phone: 850-969-3350, Helen Jolly, ext. 2413
Fax: 850-494-7229
Email: (Helen Jolly's email address) hjolly@ecua.org

12. COMPLIANCE WITH SPECIFICATIONS:

In order to determine that your bid complies with bid specifications, product literature and/or data/information should be included with the bid proposal. Any deviations from the bid specifications should be identified separately.

13. UNIFORM COMMERCIAL CODE:

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Emerald Coast Utilities Authority for any terms and conditions not specifically stated in this invitation for bid.

14. EXECUTION OF CONTRACT:

Any action of ECUA in awarding the purchase of any material or performance of a service is subject to and conditioned upon the execution of a written purchase contract and/or a purchase order between ECUA and the Vendor.

15. CONTRACTUAL AGREEMENT:

When applicable, a contract may be renewed contingent upon cost factors, mutual agreement, satisfactory performance evaluations, availability of funds and ECUA Board approval. ECUA's performance and obligation to pay for the purchase of services or tangible personal property of a period in excess of one (1) fiscal year under any contractual relationship is contingent upon an annual budget approval by the ECUA Board.

16. PROTESTS:

Any person whose substantial interests are directly and adversely affected by the award or intended award of a purchase order or contract or by plans or specifications contained in an Invitation to Bid or Request for Proposals may file a protest in accordance with the following rules and Section 12 of the ECUA Act (Chapter 2001-324, Laws of Florida as amended).

Notice of protest of plans, specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals shall be filed not later than 5:00 p.m. of the third business day following receipt of the plans or specifications. Notice of Protest of the rejection of a bid or proposal as non-responsive shall be filed not later than 5:00 p.m. of the third business day following notice to the bidder of the rejection. Notice of Protest of the award or intended award of a purchase order or contract to the lowest bidder shown on a posted bid tabulation shall be filed not later than 5:00 p.m. of the third business day following the posting of the bid tabulation. Notice of Protest of the award or intended award of a purchase order or contract to a bidder other than the lowest bidder shown on a posted bid tabulation shall be filed not later than 5:00 p.m. of the third business day following notice of the award of a purchase order or contract.

A Notice of Protest shall be in writing and shall state the subject matter of the protest.

A formal written protest shall be filed within seven (7) business days after the filing of Notice of Protest. a formal written protest shall state with particularity the facts and the law on which the protest is based.

Notice of Protest and formal written protest of plans or specifications for or the award or intended award of a contract shall be filed with the Executive Director or his or her designee.

Failure to file a Notice of Protest or failure to file a formal written protest within the times permitted shall constitute a waiver of proceedings under these rules and Under Section 12 of Chapter 2001-324, Laws of Florida, as amended.

Upon receipt of a Notice of Protest which has been timely filed, the Executive Director shall stop the bid solicitation or purchase order or contract award process until the protest has been resolved. However, the bid solicitation or purchase order or contract award process may proceed when the Executive Director determines that delay would be detrimental to the interests of ECUA. Any award of a purchase order or contract under such conditions shall be subject to the outcome of the protest. After the award of a contract or purchase order resulting from a bid in which a timely protest was received and in which ECUA did not prevail, ECUA may take such action as it considers appropriate, which may include, but shall not be limited to, award of the contract or purchase order to the prevailing party, cancellation of the contract or purchase order, or rebidding.

The Executive Director shall provide reasonable opportunity to resolve a protest by agreement. If agreement is not reached within such time as the Executive Director or his or her designee considers reasonable under the circumstances, the Executive Director or his or her designee shall review the facts and the law on which the protest is based, and shall render a decision which shall be in writing and shall be promptly transmitted to the protestor.

If the protestor wishes to continue the protest beyond the decision of the Executive Director or his or her designee, the protestor shall be required to file a petition for review by the ECUA Board. This petition shall be made in writing and presented to the Executive Director within ten (10) days after notice of the decision of the Executive Director or his or her designee; otherwise, the decision of the Executive Director or his or her designee shall be final and binding. Such petition shall state the particular grounds on which it is based and may include pertinent documents and evidence relating thereto. Any grounds not stated shall be deemed to have been waived by the protestor. This petition must also be accompanied by a protest bond of an amount equal to 1.0 percent (1%) of the value of the solicitation, but in no case less than neither \$1,000 nor greater than \$10,000.00. This bond shall be in the form of a money order, certified cashier's check, or certified bank check made payable to the Emerald Coast Utilities Authority. Failure to post such bond within ten (10) business days after the decision of the Executive Director or his or her designee shall result in the protest being dismissed by the Executive Director.

The bond required by the above paragraph shall be conditioned upon the payment of all costs and charges which may be adjudged against the person filing the petition for review. If the protestor prevails, the bond shall be returned to the protestor. If, however, ECUA prevails, the bond shall be forfeited, and ECUA shall be entitled to recover the costs and charges, excluding attorney's fees, of such hearing. The entire amount of the bond also shall be forfeited if it is determined that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for ECUA or another interested party/parties.

Any notice required or permitted under this Bid Protest Procedure shall be effective when delivered personally or by facsimile, or when deposited in the U.S. Mail. If notice is given only by mail, three (3) days shall be added to the time within which a protestor may file a Notice of Protest or petition for review.

17. Contracts Exceeding One Year:

When applicable, a contract may be renewed contingent upon cost factors, mutual agreement, satisfactory performance evaluations, availability of funds and ECUA Board approval. ECUA's performance and obligation to pay for the purchase of services or tangible personal property of a period in excess of one (1) fiscal year under any contractual relationship is contingent upon an annual budget approval by the ECUA Board.

18. PREPARATION AND SUBMISSION OF BIDS

Bid forms must be filled in accordance with the following instructions:

a. Bidders shall submit one (1) original, signed and dated, and two (2) copies on the forms provided in the Bid documents. All bids must be made on the Bid forms provided in the Bid documents. All bids must be made on the bid forms contained herein. All blank spaces must be typed or hand written in blue ink. All dollar amounts must represent prices for the published scope of work without exceptions.

All corrections to any entry must be lined out and initialed by the bidder. Please do not use correction tapes or fluids. Bids shall be signed by hand by an officer or principal of the Bidder with the authority to make a contract.

b. Bids must be sealed and clearly marked identifying the following information:

1. Bidder's Name/Company Name and Address
2. Bids shall be addressed to:

Purchasing and Stores Division
P.O. Box 15311
9255 Sturdevant Street
Pensacola, FL. 32514-0311

RE: Bid Number 2009-15, Purchase of Uniforms

19. All prices submitted by the Bidder to ECUA must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and ECUA must be given the benefit of any price decrease occurring during such designated time period.

20. All items must be new.

21. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by ECUA. The delivery date may be a factor in deciding the Bidder's capability to perform.

22. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show ECUA's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order.

23. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to bid which have been identified, described, or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the items(s): the brand name, model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications and dimensions of the proposed "alternate". ECUA is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) bid.

24. For all Bids, ECUA reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by ECUA. Samples must be plainly tagged with ECUA's Bid Number, item name, manufacturer, and the name of the Bidder.

25. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by ECUA of such defect or damage.

26. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response. In addition, all Bidders are required to provide ECUA with three (3) written references documenting the successful completion of Bids, or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.

27. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. ECUA may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.

28. Successful Bidders contract directly with ECUA and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.

29. In the evaluation of the Bids, any award will be subject to the Bid being:

- A. Compliant to the specification – meets form, fit, and function requirements stated or implied in this specification.
- B. Lowest cost to ECUA over projected useful life.
- C. Administratively Compliant – including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.

30. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of the statement, with ECUA interpretation to prevail.

EMERALD COAST UTILITIES AUTHORITY
BID NUMBER: 2009-15
PURCHASE OF UNIFORMS
SPECIFICATIONS

CONTRACT PERIOD: October 1, 2009 THROUGH September 30, 2010 (WITH TWO ONE-YEAR OPTIONAL EXTENSIONS UPON MUTUAL AGREEMENT OF BOTH PARTIES, WITH NO INCREASE IN PRICE).

The Emerald Coast Utilities Authority, by written notice, may terminate this contract in the event the Emerald Coast Utilities Authority Board, in its sole discretion, does not appropriate funds for purposes of providing uniforms for employees which is the subject of this contract. In the event of such termination the Emerald Coast Utilities Authority shall be liable only for payment in accordance with the payment provisions of this contract for uniforms ordered prior to the effective date of termination.

General:

Item A – Uniforms

1. Uniforms provided to each employee will be new.
2. The ECUA logo will be sewn on each shirt above the left pocket and the letters “ECUA” on each pair of trousers above the rear right pocket. The ECUA logo and the letters “ECUA” will be either monogrammed or screen print patches and will be supplied by vendor.
3. The specific uniform item and approximate quantities follow:
 - a. Dark blue pants, approximately 585 each.
 1. Regular cut or jean cut.
 2. Fabric shall be a blend of 65% polyester and 35% cotton.
 3. Pants shall have belt loops, self-locking brass zippers, four pockets (two front and two hip) and shall be back tacked at all stress points.
 - b. Dark blue pants, approximately 378 each.
 1. Regular or jean cut.
 2. Fabric shall be 100% cotton
 3. Pants shall have belt loops, self-locking brass zippers, four pockets (two front and two hip) and shall be back tacked at all stress points.

- c. Khaki Pants, approximately 8 each.
 - 1. Regular or jean cut.
 - 2. Fabric shall be a blend of 65% polyester and 35% cotton..
 - 3. Pants shall have belt loops, self-locking brass zippers, four pockets (two front and two hip) and shall be back tacked at stress points.

- d. White painter's pants, approximately 8 each.
 - 1. Regular or jean cut.
 - 2. Fabric shall be a blend of 65% polyester and 35% cotton, and/or 100% cotton.
 - 3. Pants shall have belt loops, self-locking brass zippers, four pockets (two front and two hip) and shall be back tacked at all stress points.

- e. Jeans, Carhartt or equal, approximately 130 each.
 - 1. Regular cut
 - 2. Cotton

- f. Jeans, Dickies or equal, approximately 686 each.
 - 1. Regular cut
 - 2. Cotton

- g. Shorts, Dark Blue, approximately 35 each.
 - 1. Blend, 65% polyester and 35% Cotton

- h. Shorts, Khaki, approximately 8 each.
 - 1. Blend, 65% polyester and 35% cotton

- i. Shorts, Jeans, approximately 73 each.
 - 1. Regular Cut
 - 2. Cotton

- j. White painter's shirts, approximately 6 each.
 - 1. Short sleeve.
 - 2. Fabric shall be 100% cotton.
 - 3. Shirts shall have two chest pockets.

- k. White painter's shirts, approximately 6 each.
 - 1. Long sleeve.
 - 2. Fabric shall be blend, 65% polyester and 35% cotton.
 - 3. Shirts shall have two chest pockets.

- l. Light blue shirts, approximately 368 each.
 - 1. Short sleeve.
 - 2. Fabric shall be a blend of 65% polyester and 35% cotton.
 - 3. Shirts shall have two chest pockets.

- m. Light blue shirts, approximately 518 each.
 - 1. Short sleeve.
 - 2. Fabric shall be 100% cotton.
 - 3. Shirts shall have two chest pockets.

- n. Light blue shirts, approximately 64 each.
 - 1. Long sleeve.
 - 2. Fabric shall be 65% polyester and 35% cotton.
 - 3. Shirts shall have two chest pockets.

- o. Light blue shirts, approximately 287 each.
 - 1. Long sleeve.
 - 2. Fabric shall be 100% cotton.
 - 3. Shirts shall have two chest pockets.

- p. Polo shirts, approximately 48 each.
 - 1. Short sleeve
 - 2. Fabric shall be a blend of 65% polyester and 35% cotton.
 - 3. Shirts shall have one chest pocket.

- q. Polo shirts, approximately 279 each.
 - 1. Short sleeve
 - 2. Fabric shall be 100% cotton.
 - 3. Shirts shall have one chest pocket.

- r. Lab Scrub blue (alternate green) shirt approximately 40 each.
 - 1. Unisex reversible
 - 2. Short sleeve
 - 3. Fabric shall be a blend of 65% polyester and 35% cotton.
 - 4. Shirts shall have one chest pocket

- s. Lab Scrub blue (alternate green) pant for approximately 40 each.
 - 1. Unisex reversible
 - 2. Drawstring waistband
 - 3. Fabric shall be blend of 65% polyester and 35% cotton.

- t. Lab Coat blue (alternate green) for approximately 24 each.
 - 1. Fabric shall be blend of 65% polyester and 35% cotton.

Delivery will be to:

- a. 3040 Godwin Lane, Pensacola, FL
- b. 9300 Sturdevant St., Pensacola, FL
- c. 609 S. Old Corry Field Road, Pensacola, FL
- d. 9249 Hamman St., Pensacola, FL
- e. 401 W. Government St., Pensacola, FL
- f. 3050 Fayal Dr., Pensacola, FL
- g. 53 Via De Luna, Pensacola Beach, FL

DELIVERY SCHEDULE:

A delivery schedule will be established to accommodate any operational issues of the ECUA entity. The contractor will not vary from this schedule once finalized unless written approval to do so has been obtained from ECUA.

Invoices:

Duplicate invoices will be sent to ECUA, listing each employee, type item, quantity of items purchased, unit price, extended price and total.

ECUA Patches and Logos:

“ECUA patches and logos are ECUA proprietary property, and are not to be sold, given, or released to any other entities or persons other than ECUA authorized personnel. Proof of destruction will be provided to ECUA.”

ECUA Contact:

Ernest Dawson, (850) 476-5110 ext. 2202, or (850) 969-3370

Don Palmer, (850) 476-5110 ext. 4215, or (850) 969-3380

Pete Wilkinson, (850) 476-5110 ext. 2412, or (850) 969-3350

Additional Information:

Requests for additional information should be addressed to: Ernest Dawson, Director of Regional Services, 850-476-5110, ext. 2202. For any questions pertaining to the bid, contact Helen Jolly, 850-969-3350 or email to hjolly@ecua.org.

EMERALD COAST UTILITIES AUTHORITY

GENERAL PROVISIONS

PURCHASE ORDER/CONTRACT

1. Supplies are of domestic origin unless indicated by quoter.
 - 1.a. If you are unable to quote, please advise. This request does not commit Emerald Coast Utilities Authority to pay any cost incurred in the preparation or submission of this quotation or to procure or contract for supplies or services.
2. DELIVERY, INSPECTION AND ACCEPTANCE – Delivery, inspection and acceptance will be at destination unless otherwise provided. Until delivery and acceptance and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of ECUA. Notwithstanding the requirements for any ECUA inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by ECUA, the contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications, and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part numbers specified herein.
3. ENTIRE AGREEMENT – The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing signed by a duly authorized representative of ECUA and confirmed by such a representative of the Vendor. This agreement shall be interpreted in accordance with the laws of the State of Florida.
4. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS – The Contractor is responsible for the delivery of each item quantity; within allowable variations, if any. If the Contractor delivers and ECUA receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. ECUA may retain such excess quantities up to \$100 in value without compensating the interests therein. Quantities in excess of \$100 will, at the option of ECUA, either be returned at the Contractor's expense or retained and paid for by ECUA at the contract unit price.
 - 4.a. DELIVERIES – In the event of failure to deliver material of the quality or within the time specified, ECUA may cancel order and buy elsewhere. Failure of ECUA to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.

5. DELIVERY TICKETS – All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information.
 - a. Name of supplier;
 - b. Blanket Purchase Order number;
 - c. Date of Call;
 - d. Call number;
 - e. Itemized list of supplies or services furnished;
 - f. Quantity, unit price and extension of each item, less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and
 - g. Date of delivery or shipment.

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

6. PAYMENTS –Invoices shall be submitted in triplicate (one copy shall be marked “Original”) unless otherwise specified, and shall contain the following information: Contract or Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments of Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by ECUA when the amount due on such deliveries so warrants.
7. DISCOUNTS – In connection with any discount offered, time will be computed from date of delivery suppliers to carrier when acceptance is at the point of origin or from date of delivery at destination when delivery and acceptance are at these points or from the date the correct invoice or voucher is received in the office specified by ECUA, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the ECUA check.
8. CONVICT LABOR – In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89.176, September 10, 1965 (18 U.S.C. 40821ch21) Executive Order 11755, December 29, 1973.

9. COVENANT AGAINST CONTINGENT FEES – The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty ECUA shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
10. CONTINGENCIES – Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At ECUA’s option, deliveries so omitted shall be made on notice thereof to the Vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
- 10.a. GRATUITIES – (a) ECUA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Executive Director or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of ECUA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Executive Director or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court, (b) in the event this contract is terminated as provided in paragraph (a) hereof, ECUA shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (2) as a penalty and in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Executive Director or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee, (c) The rights and remedies of ECUA provided in this clause shall not be exclusive or in addition to any other rights and remedies provided by law or under the contract.
11. CONDITION FOR ASSIGNMENT – This (contract or purchase order) shall not be assigned in full or in part without the consent of ECUA. Such consent shall not relieve the Contractor from its obligations and liabilities.
12. GOVERNMENT REGULATIONS – Vendor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of the materials specified herein, have complied with and shall indemnify and save ECUA harmless from and against any liability or loss resulting from Vendor’s failure to do so.

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

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

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

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

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

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

- 18.EXTENT OF OBLIGATION – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.
- 19.PRICING – The prices to ECUA for all purchases made under this Agreement shall be as low as or lower than those charged the suppliers most favored customer, in addition to any discounts for prompt payment.
- 20.WARRANTIES – In addition to all warranties, established by statute or common law or set forth elsewhere in this order. The Vendor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by ECUA and shall be of the best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable of good material and workmanship and free from all patent and patent defects. ECUA’s failure to give notice to Vendor of any breach of warranty shall not discharge Vendor’s liability therefore. Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by ECUA.
- 21.PATENTS – Vendor shall protect and indemnify ECUA against all claims, judgments and expenses arising from infringement or any patent by any of the goods delivered hereunder. Vendor shall defend or settle at its own expense any proceeding brought against ECUA for such infringement provided Vendor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by ECUA for the defense or settlement thereof.
- 22.INSTALLATION – If this order required the services of ECUA experts or employees of ECUA safety rules and fire regulations, Vendor assumes full responsibility for their acts and omissions and agrees to save ECUA harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Vendor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Vendor’s obligations hereunder. If Vendor furnishes materials and services for construction and improvement of realty and the installation of personalty for a lump sum amount, Vendor agrees to furnish an analysis thereof as ECUA may reasonably require for accounting purposes. Vendor shall be solely responsible for materials furnished by ECUA on other than a charge basis in connection with this order.
- 23.NON-DISCLOSURE – Without prior written consent of ECUA in each instance, Vendor shall not reveal to a third party the details, characteristics or any information on materials made to the special order for ECUA or use reproductions thereof and any promotional media or reveal that, ECUA is purchasing the materials hereunder.

24. **COMMERCIAL WARRANTY** – The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights to the Emerald Coast Utilities Authority by any other clause of this contract.
25. **DEVIATION FROM SPECIFICATIONS** – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.

EQUAL OPPORTUNITY CLAUSE

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

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

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

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

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

Signature

Date

Name & Title of Signer

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

_____ Signature	_____ Date
_____ Name & Title of Signer	

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

Company: _____

Bid/RFP/PO: _____

Emerald Coast Utilities Authority

Bid Number: 2009-15
Purchase of Uniforms
Proposal Form

To: Emerald Coast Utilities Authority Date: _____
Pensacola, Florida

Gentlemen:

In accordance with your request for bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this proposal is accepted, to contract with the Emerald Coast Utilities Authority to furnish any items or service requested herein and deliver same without additional cost to the Emerald Coast Utilities Authority at the specified location for the bid(s) listed below.

The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with them and their provision. He further declares that no other person other than the bidder herein named has any interest in this proposal or in the connection with any other person(s) making proposal for the same articles, and it is in all respects fair and without collusion and fraud.

All quantities are estimates

Contract Period: October 1, 2009 through September 30, 2010 (with two one-year optional extensions upon mutual agreement of both parties, with no increase in price).

Exceptions: yes_____ no_____

(exceptions include the whole bid document, our specifications, instructions to bidders and general provisions).

ITEM A – Uniforms

Costs provided for the following items will be for a mixture of polyester/cotton blend, and 100% cotton. The quantity indicated for each item in the specification is estimated only, and ECUA reserves the right to order less or more as dictated by actual needs.

**a. Dark Blue Pants, BLEND
Regular or Jeans Cut (585 ea)**

Sizes 30-42 Each \$ _____ \$ _____/Total
Sizes 44-60 Each \$ _____ \$ _____/Total

Manufacturer and Model : _____

**b. Dark Blue Pants, COTTON
Regular or Jeans Cut (378 ea)**

Sizes 30-42 Each \$ _____ \$ _____/Total
Sizes 44-60 Each \$ _____ \$ _____/Total

Manufacturer and Model: _____

c. Khaki Pants, Regular or jean cut, Blend (8 ea)

Sizes 30-42 Each \$ _____ \$ _____/Total
Sizes 44-60 Each \$ _____ \$ _____/Total

Manufacturer and Model: _____

d. White Painters Pants, COTTON (6 ea)

Sizes 30-42 Each \$ _____ \$ _____/Total
Sizes 44-60 Each \$ _____ \$ _____/Total

Manufacturer and Model: _____

e. Jeans, Reg. Cut, Cotton, Carhartt or equal (130 ea)

Sizes 30-42 Each \$ _____ \$ _____/Total
Sizes 44-60 Each \$ _____ \$ _____/Total

Manufacturer and Model: _____

f. Jeans, Reg. Cut, Cotton, Dickies or equal (686 ea)

Sizes 30-42 Each \$ _____ \$ _____ /Total
Sizes 44-60 Each \$ _____ \$ _____ /Total

Manufacturer and Model: _____

g. Shorts, Dark Blue, Blend (35 ea)

Sizes 30-42 Each \$ _____ \$ _____ /Total
Sizes 44-60 Each \$ _____ \$ _____ /Total

Manufacturer and Model: _____

h. Shorts, Khaki, Blend (8 ea)

Sizes 30-42 Each \$ _____ \$ _____ /Total
Sizes 44-60 Each \$ _____ \$ _____ /Total

Manufacturer and Model: _____

i. Shorts, Jeans, Cotton (73 ea)

Sizes 30-42 Each \$ _____ \$ _____ /Total
Sizes 44-60 Each \$ _____ \$ _____ /Total

Manufacturer and Model: _____

**j. White Painters Shirts, COTTON
Short Sleeve (6 ea)**

Sizes M-XL Each \$ _____ \$ _____ /Total
Sizes XXL Each \$ _____ \$ _____ /Total
Size XXXL Each \$ _____ \$ _____ /Total

**k. White Painters Shirts, BLEND
Long Sleeve (6 ea)**

Sizes M-XL Each \$ _____ \$ _____ /Total
Sizes XXL Each \$ _____ \$ _____ /Total
Size XXXL Each \$ _____ \$ _____ /Total

Manufacturer and Model: _____

**l. Light Blue Shirts, BLEND
Short Sleeve (368 ea)**

Sizes M-XL Each \$ _____ \$ _____ /Total
Size XXL Each \$ _____ \$ _____ /Total
Size XXXL Each \$ _____ \$ _____ /Total
Size XXXXL Each \$ _____ \$ _____ /Total
Size XXXXXL Each \$ _____ \$ _____ /Total
Size XXXXXXL Each \$ _____ \$ _____ /Total

**m. Light Blue Shirts, COTTON
Short Sleeve (518 ea)**

Sizes M-XL Each \$ _____ \$ _____ /Total
Sizes XXL Each \$ _____ \$ _____ /Total
Size XXXL Each \$ _____ \$ _____ /Total
Size XXXXL Each \$ _____ \$ _____ /Total
Size XXXXXL Each \$ _____ \$ _____ /Total
Size XXXXXXL Each \$ _____ \$ _____ /Total

n. Light Blue Long Sleeve Shirt BLEND (64 ea)

Sizes M-XL Each \$ _____ \$ _____ /Total
Sizes XXL Each \$ _____ \$ _____ /Total
Size XXXL Each \$ _____ \$ _____ /Total
Size XXXXL Each \$ _____ \$ _____ /Total
Size XXXXXL Each \$ _____ \$ _____ /Total
Size XXXXXXL Each \$ _____ \$ _____ /Total

Manufacturer and Model: _____

o. Light Blue Shirts, Cotton Long Sleeve Shirt (287 ea)

Sizes M-XL Each \$ _____ \$ _____ /Total
Sizes XXL Each \$ _____ \$ _____ /Total
Size XXXL Each \$ _____ \$ _____ /Total
Size XXXXL Each \$ _____ \$ _____ /Total
Size XXXXXL Each \$ _____ \$ _____ /Total
Size XXXXXXL Each \$ _____ \$ _____ /Total

Manufacturer and Model: _____

**p. Polo Shirts, with pocket. BLEND
Short Sleeve (48ea)**

Sizes M-XL Each \$ _____ \$ _____/Total
Sizes XXL Each \$ _____ \$ _____/Total
Size XXXL Each \$ _____ \$ _____/Total
Size XXXXL Each \$ _____ \$ _____/Total
Size XXXXXL Each \$ _____ \$ _____/Total
Size XXXXXXL Each \$ _____ \$ _____/Total

Manufacturer and Model: _____

**q. Polo Shirts, with pocket, Cotton
Short Sleeve (279 ea)**

Sizes M-XL Each \$ _____ \$ _____/Total
Sizes XXL Each \$ _____ \$ _____/Total
Size XXXL Each \$ _____ \$ _____/Total
Size XXXXL Each \$ _____ \$ _____/Total
Size XXXXXL Each \$ _____ \$ _____/Total
Size XXXXXXL Each \$ _____ \$ _____/Total

Manufacturer and Model: _____

**r. Lab Scrubs (blue; alt. green)
Shirts, BLEND (40 ea)**

Sizes M-XL Each \$ _____ \$ _____/Total

Manufacturer and Model: _____

**s. Lab Scrubs (blue; alt. green)
Pants, BLEND (40 ea)**

Sizes M-XL Each \$ _____ \$ _____/Total

Manufacturer and Model: _____

t. Lab Coats (blue; alt green) (24 ea)

Sizes M-XL Each \$ _____ \$ _____/Total

Manufacturer and Model: _____
GRAND TOTAL (Items a – t) \$ _____

List of current or previous contracts:
(List company name, contact person and telephone number)

BIDDER: _____

BY: _____
(PRINT OR TYPE)

PAYMENT TERMS:

SIGNATURE: _____

(NET 30 UNLESS DISCOUNT
OFFERED)

TITLE: _____

ADDRESS: _____

TELEPHONE: () _____

FAX NUMBER: () _____

FEID NUMBER: _____

EMAIL ADDRESS: _____

ITEMS ENCLOSED:

___ LITERATURE ON ITEMS BID

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

EXECUTED ATTACHED FORMS:

___ PROPOSAL FORM

___ DRUG-FREE WORKPLACE FORM

___ EQUAL OPPORTUNITY FORM

___ CERTIFICATION OF NON-SEGREGATED FACILITIES FORM

Embroidery and Screen Prints:

Where noted in the specification, all embroidery and screen prints will be included in the bid price of the garment

Below are examples of the embroidery/screen print artwork that will be used on the various garments.



3" x 3"

ECUA
1/2" x 1/2"