

## REQUEST FOR Bid

BID NUMBER: 2012 17

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., September 25, 2012**, for the following:

### ITEM A – Contract for Leasing Uniforms

Sealed bids will be received until 2:00 p.m., September 25, 2012, by the Purchasing and Stores Manager, Emerald Coast Utilities Authority, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida 32514. One original and four copies of the bid are required. 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 2012 17, Contract for Leasing 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., September 25, 2012, 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 09-09-12

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

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**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 #2012 17, Contract for Leasing 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:**

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Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** Statement of No Bid may be faxed into the Purchasing and Stores Division (850-969-3384) Attention: Amy Williamson

## 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., September 25, 2012 in the ECUA Purchasing Section, 2<sup>nd</sup> Floor, Emergency Operations Support Addition, 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., October 17, 2012 in the ECUA Board Room, 1<sup>st</sup> Floor, Emergency Operations Support Addition, 9255 Sturdevant Street, Ellyson Industrial Park. The ECUA Citizens' Advisory Committee recommendation will be presented to the ECUA Board at their meeting scheduled for 3:00 p.m., October 25, 2012 in the ECUA Board Room, 1<sup>st</sup> Floor, Emergency Operations Support Addition, 9255 Sturdevant 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. One original and four copies of the bid are required. 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 September 25, 2012, 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 September 18, 2012 for consideration.

Emerald Coast Utilities Authority  
Attn: Purchasing and Stores Manager  
9255 Sturdevant Street  
Pensacola, Florida 32514-7038  
Phone: 850-969-3350  
Fax: 850-969-3384  
Email: Amy.Williamson@ecua.fl.gov

#### 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 four (4) copies on the forms provided in the Bid documents. All bids must be made on the Bid forms provided in the Bid documents. 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 Manager  
P.O. Box 15311  
9255 Sturdevant Street  
Pensacola, FL. 32514-0311

RE: Bid Number 2012 17, Contract for Leasing 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.

31. DELIVERY. ECUA requires that the service provider designate one (1) day for pick-up and delivery per week. Delivery is to occur on that pre-determined day during business hours, at a time to be negotiated between Service Provider and the Project Manager for that department. For those weeks in which the pickup/delivery day is on an official ECUA holiday, arrangements are to be made for deliveries to occur the day before the holiday, or on a preapproved date.

32. UNIFORM COMPLEMENT AND QUANTITIES. Garments covered under this Program will be selected by the Project Manager for each department from the items represented on the Pricing Schedule. If additional items not covered on the Pricing Schedule are requested by the Project Managers, they will be priced using the Service Providers, same Pricing Multipliers that are used for similar item categories on the Pricing Schedule. Project Managers will determine the quantity of each item to be provided for each employee in their department. Project Managers for each area may add or delete uniform pieces and other sundry components from the contract at any time during the Contract Period.

33. OVERSIZE UNIFORMS. Service Providers should be aware that an average of 5% of ECUA employees require oversized uniforms. No additional cost is to be charged for oversized garments. Also, the Service Provider is required to provide female-size apparel at no additional cost. Service Provider is to make every effort to see that oversized and female employees receive their uniform pieces in the same time frame as regular sized male employees.

34. SIZE CHANGES. Service Provider is to provide for normal size charges at no additional charge to ECUA

35. ALTERATIONS. Alterations are to be the responsibility of the Service Provider. If a garment requires alteration, Service Providers have seven (7) calendar days to return or replace garment from the date of being informed of the request by authorized ECUA personnel.

36. PROFESSIONAL APPEARANCE. In order to maintain a professional appearance, ECUA will not accept clothing with mends and patching larger than dime size. The repair or mending of a garment shall not detract from the garments appearance. Two (2) or less apparent mending sites are acceptable, if there are more in a garment, that item needs to be replaced. ECUA reserves the right to approve or request a new garment depending on the appearance and the employees function. Initial issue uniforms must be new. Replacements for normal wear and tear will be new, category "A" for Water Production/Lift Stations, Utility Operations and Utility Planning and Services (Facilities Maintenance). Regional Services and Finance (Warehouse) will accept category "B" replacements.

37. GARMENT REPLACEMENT CHARGE. Garments that require replacement due to normal wear and tear are to be replaced at no charge by the Service Provider. All ECUA Employees participating in the lease are required to fill out an Enrollment Agreement for the Service Provider. This authorizes ECUA to deduct the replacement cost of any garments not returned in the event of employment termination, from the employees final paycheck. Replacement Cost is as determined on the Pricing Schedule.

38. IMPLEMENTATION SCHEDULE. Service Providers shall include a sample Implementation Schedule with their bid submission, in order for ECUA to have an idea how long it will take each Service Provider to get their program up and running should they be the selected vendor.

39. LEASE, & REPLACEMENT. Costs provided on the enclosed pricing schedule will cover all sizes, special tailoring, labor, transportation and any associated cost that is required to provide the services identified in the bid. No fuel surcharges will be accepted. ECUA will not be liable for any charge not listed in the pricing schedule.

**EMERALD COAST UTILITIES AUTHORITY  
BID NUMBER: 2012 17  
CONTRACT FOR LEASING UNIFORMS  
SPECIFICATIONS**

**SPECIFICATIONS**

CONTRACT PERIOD: November 1, 2012 THROUGH October 31, 2013 (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. Replacements for normal wear and tear will be new, category “A” for Water Production/Lift Stations, Utility Operations. Regional Services and Finance (Warehouse) will accept category “B” replacements.**
2. The ECUA logo will be sewn on each shirt above the left pocket. The ECUA logo and the letters “ECUA” will be either monogrammed or screen print patches and will be supplied by vendor.
3. Please indicate the price for insurance on the uniforms, if available, in lieu of a replacement fee.
4. The specific uniform item, number of employees covered per Department, number of sets per employee and approximate number of each clothing item follows:

**Regional Services, 93 employees, 6 sets of industrial type uniform items per employee**

- a. Dark blue pants, approximately 414 each (men).
  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.
  4. Red Kap PZ20 or equal
  
- b. Dark blue pants, approximately 12 each (women).
  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.
  4. Red Kap PZ33 or equal
  
- c. Dark blue pants, approximately 132 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.
  4. Red Kap PC20 or equal
  
- d. Light blue shirts, approximately 296 each.
  1. Short sleeve.
  2. Fabric shall be a blend of 65% polyester and 35% cotton.
  3. Shirts shall have two chest pockets.
  4. Red Kap SE24 or equal
  
- e. Light blue shirts, approximately 12 each.
  1. Short sleeve.
  2. Fabric shall be a blend of 65% polyester and 35% cotton.
  3. Shirts shall have two chest pockets.
  4. Red Kap SE43 or equal

f. Light blue shirts, approximately 131 each.

1. Short sleeve.
2. Fabric shall be 100% cotton.
3. Shirts shall have two chest pockets.
4. Red Kap SC40 or equal

g. Light blue shirts, approximately 94 each.

1. Long sleeve.
2. Fabric shall be 65% polyester and 35% cotton.
3. Shirts shall have two chest pockets.
4. Red Kap SE14 or equal

h. Light blue shirts, approximately 25 each.

1. Long sleeve.
2. Fabric shall be 100% cotton.
3. Shirts shall have two chest pockets.
4. Red Kap SC30 or equal

**Finance, Warehouse, 3 employees, 6 sets per employee**

a. Jeans, approximately 6 each.

1. Regular fit
2. 100% pre-washed blue cotton denim
3. 5 pocket
4. Cintas #894 or equal

b. Light Blue Shirt, approximately 12 each

1. Short sleeve
2. Fabric shall be a blend of 65% polyester and 35% cotton
3. Shirts shall have two chest pockets
4. Cintas #935 or equal

c. Dark Blue Pants, Blend, 12

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.
4. Cintas #945 or equal



- d. White Shirt, Short Sleeve, Blend, 6
  - 1. Short sleeve
  - 2. Fabric shall be a blend of 75% polyester and 25% cotton.
  - 3. Men's Shirts shall have one chest pockets
  - 4. Red Kap #s SE24 or SE43 or equal

**Water Production, Division 1601, 17 employees**

- a. Jeans, 66
  - 1. Regular and relaxed fit
  - 2. 100% pre-washed blue cotton denim
  - 3. Red Kap #s PD61; W976 or equal
  - 4. Dickies #s 13-293 or equal
- b. Dark Blue Pants, 100% Cotton, 8
  - 1. Regular cut 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.
  - 4. Red Kap # PC20 or Dickies LP 310 or equal
- c. Dark Blue Pants, Blend, 21
  - 5. Regular cut or jean cut.
  - 6. Fabric shall be a blend of 65% polyester and 35% cotton.
  - 7. 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.
  - 8. Cintas #945 or equal
- d. Khaki Pants, 5
  - 1. Plain front, jean style waistband
  - 2. Fabric shall be a blend, 75% polyester and 25% cotton or 65 polyester and 35% cotton
  - 3. Front and back pockets
  - 4. Red Kap #PZ20 or Dickies # LP 810 or equal

- e. Light Blue Shirt, Long Sleeve, 100% Cotton, 8
  - 1. Long sleeve
  - 2. Fabric shall be 100% Cotton
  - 3. Two chest pockets
  - 4. Red Kap #s SC72 or SC30 or equal
  
- f. Light Blue Shirt, Short Sleeve, 100% Cotton, 44
  - 1. Short sleeve.
  - 2. Fabric shall be 100% Cotton
  - 3. Shirts shall have two chest pockets.
  - 4. Red Kap #s SC62 or SC40 or equal
  
- g. Light Blue Shirt, Long Sleeve, Blend, 13
  - 1. Long sleeve.
  - 2. Fabric shall be a blend, 75% polyester and 35% cotton
  - 3. Men's shirts shall have two chest pockets
  - 4. Red Kap #s SE14 and SE33 or equal.
  
- h. Light Blue Shirt, Short Sleeve, Blend, 47
  - 1. Short sleeve
  - 2. Fabric shall be a blend of 75% polyester and 25% cotton.
  - 3. Men's Shirts shall have two chest pockets
  - 4. Red Kap #s SE24 or SE43 or equal
  
- i. Dark Blue Shorts, 100% Cotton, 8
  - 1. Jeans style waistband
  - 2. Fabric shall be 100% cotton
  - 3. Casual plain front with front and back pockets
  - 4. Red Kap # PC 26 or equal
  
- j. Dark Blue Shorts, Blend, 4
  - 1. Jeans style waistband
  - 2. Fabric shall be 65% polyester and 35% cotton blend
  - 3. Plain front with front and back pockets
  - 4. Red Kap #s PT26 and PT27 or equal

k. Khaki Shorts, 0.

1. Plain front, traditional fit
2. Fabric shall be a blend, 65% polyester and 35% cotton
3. Front and back pockets
4. Red Kap #s PC26 and PC27 or equal

**Water Production, Division 1603, 6 employees**

a. Jeans, 26

1. Regular and relaxed fit
2. 100% pre-washed blue cotton denim
3. Red Kap #s PD61; W976 or equal
4. Dickies #s 13-293 or equal

b. Dark Blue Pants, 100% Cotton, 0

1. Regular cut 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.
4. Red Kap # PC20 or Dickies LP 310 or equal

c. Dark Blue Pants, Blend, 7

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.
4. Cintas #945 or equal

d. Khaki Pants, 0

1. Plain front, jean style waistband
2. Fabric shall be a blend, 75% polyester and 25% cotton or 65 polyester and 35% cotton
3. Front and back pockets
4. Red Kap #PZ20 or Dickies # LP 810 or equal

- e. Light Blue Shirt, Long Sleeve, 100% Cotton, 0
  - 1. Long sleeve
  - 2. Fabric shall be 100% Cotton
  - 3. Two chest pockets
  - 4. Red Kap #s SC72 or SC30 or equal
  
- f. Light Blue Shirt, Short Sleeve, 100% Cotton, 35
  - 1. Short sleeve.
  - 2. Fabric shall be 100% Cotton
  - 3. Shirts shall have two chest pockets.
  - 4. Red Kap #s SC62 or SC40 or equal
  
- g. Light Blue Shirt, Long Sleeve, Blend, 0
  - 1. Long sleeve.
  - 2. Fabric shall be a blend, 75% polyester and 35% cotton
  - 3. Men's shirts shall have two chest pockets
  - 4. Red Kap #s SE14 and SE33 or equal.
  
- h. Light Blue Shirt, Short Sleeve, Blend, 7
  - 5. Short sleeve
  - 6. Fabric shall be a blend of 75% polyester and 25% cotton.
  - 7. Men's Shirts shall have two chest pockets
  - 8. Red Kap #s SE24 or SE43 or equal
  
- i. Dark Blue Shorts, 100% Cotton, 2
  - 1. Jeans style waistband
  - 2. Fabric shall be 100% cotton
  - 3. Casual plain front with front and back pockets
  - 4. Red Kap # PC 26 or equal
  
- j. Dark Blue Shorts, Blend, 7
  - 1. Jeans style waistband
  - 2. Fabric shall be 65% polyester and 35% cotton blend
  - 3. Plain front with front and back pockets
  - 4. Red Kap #s PT26 and PT27 or equal

k. Khaki Shorts, 0.

1. Plain front, traditional fit
2. Fabric shall be a blend, 65% polyester and 35% cotton
3. Front and back pockets
4. Red Kap #s PC26 and PC27 or equal

**Water Production, Division 1608, 9 employees**

a. Jeans, 0

1. Regular and relaxed fit
2. 100% pre-washed blue cotton denim
3. Red Kap #s PD61; W976 or equal
4. Dickies #s 13-293 or equal

b. Lab Scrub, Blue Top, 59

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

c. Lab Scrub, Blue Pant, 59

1. Unisex reversible
2. Drawstring waistband
3. Fabric shall be blend of 65% polyester and 35% cotton.

d. Lab Coat, white, 23

1. Fabric shall be blend of 80% polyester and 20% cotton.
2. Left chest and two lower pockets
3. Side vent openings
4. Red Kap KP13 and KP14 or equal

e. Dark Blue Pants, Blend, 2

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.
4. Cintas #945 or equal

- f. Dark Blue Pants, 100% Cotton, 21
  - 1. Regular cut 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.
  - 4. Red Kap # PC20 or Dickies LP 310 or equal
  
- g. Light Blue Shirt, Long Sleeve, 100% Cotton, 0
  - 1. Long sleeve.
  - 2. Fabric shall be 100% Cotton
  - 3. Shirts shall have two chest pockets.
  - 4. Red Kap #s SC62 or SC40 or equal
  
- h. Gray Polo Shirt, 100% Poly, 15
  - 1. Short Sleeve
  - 2. 100% Poly
  - 3. One chest pocket
  - 4. Cintas #69148, or equal
  
- i. Khaki Pants, 3
  - 1. Plain front, jean style waistband
  - 2. Fabric shall be a blend, 75% polyester and 25% cotton or 65 polyester and 35% cotton
  - 3. Front and back pockets
  - 4. Red Kap #PZ20 or Dickies # LP 810 or equal
  
- j. Blended Pique Polo 60/40 Cotton/Poly, 7
  - 1. Short Sleeve
  - 2. 60/40 Cotton/Poly
  - 3. One chest pocket
  - 4. Cintas #67177 or equal
  
- k. Gray Polo, 100% Cotton Pique, 4
  - 1. Short Sleeve
  - 2. 100% Cotton Pique
  - 3. One chest pocket

**Utility Operations, approximately 118 employees, 6, 7 or 10 sets per employee  
Lift Stations (1503), Industrial electrical (1511), Plant Maintenance (1512), Odor Control (1513), Generators (1514), Facilities Maintenance (1515), Bayou Marcus WWTP (1704), Pensacola Beach WWTP (1706), and Water Reclamation – CWRF (1708)**

- a. Jeans for approximately 316 each
  1. Work dungaree, heavy weight, 15oz Cotton
  2. Multiple tool and utility pockets
  3. Reinforced back pockets
  4. 19” leg opening
  5. Carhartt #B237 or equal
  
- b. Jeans for approximately 386 each
  1. Relaxed fit with traditional five pockets
  2. 13.75 oz, 100 % pre-washed cotton denim
  3. Rivets at stress points
  4. Red Kap #PD 60 and PD 61, or Red Kap # W976, or Dickies # SDD 14.5 oz Relaxed Fit, or Dickies #s C993 Regular Fit, Dickies CR393 Relaxed Fit or equal
  
- c. Dark Blue Pants for approximately 285 each
  1. Regular cut 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.
  4. Red Kap # PC20 or Dickies LP 310 or equal
  
- d. Light Blue Shirt for approximately 108 each
  1. Long sleeve
  2. Fabric shall be 100% Cotton
  3. Two chest pockets
  4. Red Kap # SC72 or equal
  
- e. Light Blue Shirt for approximately 356 each
  1. Short sleeve.
  2. Fabric shall be 100% Cotton
  3. Shirts shall have two chest pockets.
  4. Red Kap # SC62 or equal

- f. Gray Polo Shirt for approximately 262 each
  - 1. Short Sleeve
  - 2. 100% Cotton
  - 3. One chest pocket
  - 4. Cintas #69148 or equal
  
- g. Blue Polo Shirt for approximately 69 each
  - 1. Short Sleeve
  - 2. 100% Cotton
  - 3. One chest pocket
  - 4. Cintas #69148 or equal
  
- h. Light Blue Shirt for approximately 131 each
  - 1. Long Sleeve
  - 2. Long Tails - LJXL
  - 3. Fabric shall be 100% Cotton
  - 4. Two Chest Pockets
  - 5. Cintas #330 or equal
  
- i. Navy Coverall Protective Apparel for approximately 18 each
  - 1. 100% NOMEX
  - 2. Flame Resistant
  - 3. Bulwark #CNC2NV or equal

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. 2980 Old Chemstrand Rd., Cantonment, 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:

Pete Wilkinson, (850) 969-6529

#### Additional Information:

Requests for additional information should be addressed to:  
Amy Williamson, 850-969-6531 or email to [amy.williamson@ecua.fl.gov](mailto:amy.williamson@ecua.fl.gov)

# 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.

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Signature	Date
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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: 2012 17  
Contract for Leasing 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.

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All quantities are estimates

Contract Period: November 1, 2012, through October 31, 2013 (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.

**Regional Services, 93 employees, 6 sets of industrial type uniforms per employee**

**a. Dark Blue Pants, BLEND**

**Red Kap # PZ20 or equal**

Each (414) \$ \_\_\_\_\_ \$ \_\_\_\_\_/Total

Manufacturer and Model : \_\_\_\_\_

**b. Dark Blue Pants, BLEND**

**Red Kap # PZ33 or equal**

Each (12) \$ \_\_\_\_\_ \$ \_\_\_\_\_/Total

Manufacturer and Model : \_\_\_\_\_

**c. Dark Blue Pants, COTTON**

**Red Kap #PC20 or equal**

Each (132) \$ \_\_\_\_\_ \$ \_\_\_\_\_/Total

Manufacturer and Model: \_\_\_\_\_

**d. Light Blue Shirts, BLEND**

**Short Sleeve, Red Kap # SE24 or equal**

Each (296) \$ \_\_\_\_\_ \$ \_\_\_\_\_/Total

Manufacturer and Model \_\_\_\_\_

**e. Light Blue Shirts, BLEND**

**Short Sleeve, Red Kap #SE 43 or equal**

Each (12) \$ \_\_\_\_\_ \$ \_\_\_\_\_/Total

Manufacturer and Model \_\_\_\_\_

**f. Light Blue Shirts, COTTON**  
**Short Sleeve, Red Kap # SC40, Cintas 330 or equal**

Each (131) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model \_\_\_\_\_

**g. Light Blue Shirts, BLEND**  
**Long Sleeve, Red Kap # SE14, Cintas 935 or equal**

Each (94) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model \_\_\_\_\_

**h. Light Blue Shirts, COTTON**  
**Long Sleeve, Red Kap # SC30, Cintas 330 or equal**

Each (25) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model \_\_\_\_\_

**GRAND TOTAL ( items a-h) \_\_\_\_\_**

**Finance, Warehouse, 3 employees, 6 sets of uniforms per employee**

**b. Jeans, COTTON,**  
**CINTAS #894 or equal**

Each (6) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**b. Light Blue Shirts, BLEND**  
**Short Sleeve, CINTAS # 935 or equal**

Each (12) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**c. Dark Blue Pants, BLEND**  
**CINTAS #945 or equal**

Each (12) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model : \_\_\_\_\_

**d. White Shirts, BLEND**  
**Short Sleeve, Red Kap #SE24 or SE43 or equal**

Each (6) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model \_\_\_\_\_

**GRAND TOTAL (items a-d) \_\_\_\_\_**

**Water Production, 51 employees, 7 sets of uniforms per employee**

**a. Jeans, COTTON,**  
**Red Kap #s PD61; W976 or equal; Dickies #s 13-293 or equal**

Each (92) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**b. Dark Blue Pants, COTTON**  
**Red Kap #PC20 or Dickies #LP 310 or equal**

Each (29) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**c. Dark Blue Pants, BLEND**  
**Cintas #945 or equal**

Each (30) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**d. Khaki Pants, BLEND**  
**Red Kap #PZ20 or Dickies #LP810 or equal**

Each (8) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**e. Light Blue Long Sleeve Shirt, COTTON**  
**Red Kap #s SC72 or SC30 or equal**

Each (8) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**f. Light Blue Short Sleeve Shirt, COTTON**  
**Red Kap #s SC62 or SC40 or equal**

Each (79) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**g. Light Blue Long Sleeve Shirt, BLEND**  
**Red Kap #s SE14 and SE33 or equal**

Each (13) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**h. Light Blue Short Sleeve Shirt, BLEND**  
**Red Kap #s SE24 or SE43 or equal**

Each (54) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**i. Dark Blue Shorts, COTTON**  
**Red Kap # PC26 or equal**

Each (10) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**j. Dark Blue Shorts, BLEND**  
**Red Kap #s PT26 and PT27 or equal**

Each (11) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**k. Khaki Shorts, BLEND**  
**Red Kap #PC26 and PC27 or equal**

Each (0) \$ \_\_\_\_\_ \$ \_\_\_\_\_/Total

Manufacturer and Model: \_\_\_\_\_

**l. Lab Scrub blue (alternate green) Short Sleeve Shirt, BLEND**

Each (59) \$ \_\_\_\_\_ \$ \_\_\_\_\_/Total

Manufacturer and Model: \_\_\_\_\_

**m. Lab Scrub Blue (alternate green) Pant, BLEND**

Each (59) \$ \_\_\_\_\_ \$ \_\_\_\_\_/Total

Manufacturer and Model: \_\_\_\_\_

**n. Lab Coat White, BLEND**  
**Red Kap #s KP13 and KP14 or equal**

Each (23) \$ \_\_\_\_\_ \$ \_\_\_\_\_/Total

Manufacturer and Model: \_\_\_\_\_

**o. Gray Polo Shirt, 100% Poly**  
**Short Sleeve, CINTAS # 69148 or equal**

Each (15) \$ \_\_\_\_\_ \$ \_\_\_\_\_/Total

Manufacturer and Model: \_\_\_\_\_

**p. Blended Pique Polo, 60/40 Cotton/Poly**  
**Short Sleeve, CINTAS # 67177 or equal**

Each (7) \$ \_\_\_\_\_ \$ \_\_\_\_\_/Total

Manufacturer and Model: \_\_\_\_\_

**q. Gray Polo Shirt, 100% Cotton Pique**  
**Short Sleeve, CINTAS # 69148 or equal**

Each (4) \$ \_\_\_\_\_ \$ \_\_\_\_\_/Total

Manufacturer and Model: \_\_\_\_\_



**GRAND TOTAL (Items a – q) \$ \_\_\_\_\_**

**Utility Operations, approximately 118 employees, 6, 7 or 10 sets per employee  
Lift Stations (1503), Industrial electrical (1511), Plant Maintenance (1512), Odor Control  
(1513), Generators (1514), Facilities Maintenance (1515), Bayou Marcus WWTP (1704),  
Pensacola Beach WWTP (1706), and Water Reclamation – CWRF (1708)**

**a. Jeans, COTTON 15oz  
Carhartt #B237 or equal**

Each (316) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**b. Jeans, COTTON 13.75oz  
Red Kap #PD 60 and PD61, Red Kap # W976, or Dickies #SDD 14.5 oz Relaxed Fit, or  
Dickies #s C993 Regular Fit, or Dickies CR393 Relaxed Fit or equal**

Each (386) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**c. Dark Blue Pants, COTTON  
Red Kap #PC20 or Dickies #LP 310 or equal**

Each (285) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**d. Light Blue Long Sleeve Shirt, Cotton  
Red Kap # SC72 or equal**

Each (108) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**e. Light Blue Short Sleeve Shirt, COTTON  
Red Kap # SC62 or equal**

Each (356) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**f. Gray Polo Shirt, 100% Cotton  
Short Sleeve, CINTAS # 69148 or equal**

Each (262) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**g. Blue Polo Shirt, 100% Cotton  
Short Sleeve, CINTAS # 69148 or equal**

Each (69) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**h. Light Blue Shirt, 100% Cotton  
Long Sleeve, Long Tail, CINTAS # 330 or equal**

Each (131) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**i. Navy Coverall Protective Apparel, 100% NOMEX  
Flame Resistant, Bulwark #CNC2NV or equal**

Each (18) \$ \_\_\_\_\_ \$ \_\_\_\_\_ /Total

Manufacturer and Model: \_\_\_\_\_

**GRAND TOTAL (Items a – i) \$ \_\_\_\_\_**

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

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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"