



Lake County
WATER AUTHORITY

INVITATION TO BID

ON

**PURCHASE OF LIQUID ALUMINUM SULFATE
IN LAKE COUNTY, FLORIDA**

November 21, 2018

RFP # 2019-03

Lake County Water Authority
27351 SR 19
Tavares, Florida 32778
(352) 324-6141

INVITATION TO BID

The Lake County Water Authority, also referred to herein as the “Authority” and/or “Owner”, is soliciting bids for the project entitled: "Purchase of Liquid Aluminum Sulfate in Lake County, Florida”, Bid No. 2019-03, to supply liquid aluminum sulfate to the Nutrient Reduction Facility (NuRF). Qualified Bidders have the choice to respond to Option A and/or Option B. Option A is to supply, deliver and unload liquid aluminum sulfate to the NuRF from the Bidders current facility in operation. Option B is to construct a liquid aluminum sulfate production facility in proximity to the NuRF for the Authority purchase, delivery and unloading of liquid aluminum sulfate at the NuRF. The work consists of purchase, delivery and unloading of Liquid Aluminum Sulfate as set forth in this Invitation to Bid, Draft Contract for Purchase of Goods, Bid Form, Technical Specifications and Safety Measures which comprise the Bid Documents prepared by the Authority. Bid documents are also available in PDF format on-line at www.lcwa.org.

Project Name:	Purchase of Liquid Aluminum Sulfate in Lake County, Florida
Bid No:	2019-03
Owner:	Lake County Water Authority, Nutrient Reduction Facility at 16100
Location of Project:	CR 48, Mt. Dora, Florida 32757

Description of Work:

Option A

The contract shall be for the purchase, delivery and unloading of Liquid Aluminum Sulfate as set forth in this Invitation to Bid, Draft Contract for Purchase of Goods, Bid Form, Technical Specifications and Safety Measures which comprise the Bid Documents prepared by the Authority. All bids are to be a firm price for a period of one (1) year beginning upon execution of the contract with the option to extend the contract period for a total of four (4) years. The firm FOB destination price shall include cost for purchase, delivery and unloading of Liquid Aluminum Sulfate at the Apopka-Beauclair Canal Nutrient Reduction Facility located in Lake County.

Option B

The contract shall be for the purchase, delivery and unloading of Liquid Aluminum Sulfate from a plant near the Nutrient Reduction Facility as set forth in this Invitation to Bid, Draft Contract for Purchase of Goods, Bid Form, Technical Specifications, Safety Measures, Methodology/Proposed Timeline and Product Pricing/Adjustment Methodology which comprise the Bid Documents prepared by the Authority. All bids are to be a firm price for a period of one (1) year beginning upon execution of the contract with the option to extend the contract period for a total of seven (7) years. The firm FOB destination price shall include

cost for purchase, delivery and unloading of Liquid Aluminum Sulfate at the Apopka-Beauclair Canal Nutrient Reduction Facility located in Lake County.

Receipt of Bids for Option A and/or Option B:

Ten (10) copies of the sealed bids for the work described herein shall be received until: **4:00 p.m., Friday January 18, 2019** at Lake County Water Authority; 27351 SR 19; Tavares, Florida 32778, at which time and place bids will be publicly opened and read aloud. ALL BIDS, WHETHER HAND-DELIVERED OR MAILED, MUST BE AT SAID OFFICE BEFORE THE ABOVE STATED DEADLINE TO BE CONSIDERED. NO EXCEPTIONS. PROPOSALS SENT VIA FASCIMILE (FAX) OR EMAIL WILL NOT BE CONSIDERED.

Summary of Key Deadlines for Option A and/or Option B: Instructions to Bidders

ITEM	DEADLINE
Written Questions Received	December 6, 2018
Final Addenda Issued	December 11, 2018
Bids Received and Opened	January 18, 2019

1. Examination of Draft Contract Documents

1.1 The Bidder, also referred to herein as the “Seller”, is required to examine carefully the Draft Contract Documents for the work contemplated, and it will be assumed that the Bidder has investigated and is fully informed of the conditions and materials to be encountered, of the character, quality, and quantities of work to be performed and materials to be furnished, and of the requirements of the Draft Contract Documents.

1.2 Each Bidder must inform himself fully of the conditions related to materials and labor under which the work will be performed, and will have inspected the site of the work and will have read and be thoroughly familiar with the specifications and other Draft Contract Documents. Failure to do so will not relieve the successful Bidder of his obligations to furnish all labor, material, and equipment necessary to carry out the provisions of the Draft Contract Documents and to complete the contemplated work for the consideration set forth in this bid.

1.3 The BIDDER is advised that the quantities stated in these Bid and Draft Contract Documents are estimates only and that actual quantities may be more or less.

2. Addenda and Interpretations

No interpretation of the meaning of the specifications will be made to any Bidder

orally. Every request for such interpretations should be in writing and addressed to Jason Danaher; Water Resources Project Manager, Lake County Water Authority; 27351 SR 19; Tavares, Florida 32778. Requests must be received by December 6, 2018. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be posted on the LCWA website at www.lcwa.org not later than December 11, 2018. Any addenda or interpretation requested by the Bidder will be express mailed, and will only be done at the Bidder's expense. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under Bidder's bid as submitted. All addenda so issued shall become part of the Contract Documents. OWNER may, at owner's discretion, post all questions, answers, and addenda on LCWA's website. www.lcwa.org.

3. Preparation of Bids (Option A and Option B):

3.1 Bids must be submitted on the attached Proposal, which must not be detached from these Draft Contract Documents. All applicable blank spaces to the project being bid in the Proposal must be filled in legibly in ink. The Bidder shall specify the quantity price delivered to and unloaded at the Authority's facility for the entire material quantity estimated under the Draft Contract. Each bid must be submitted in a sealed opaque envelope bearing on the outside the name of the Bidder, his address, and the name of the project for which the bid is submitted.

3.2 All prospective Bidders are advised that their bids should be prepared as required by law and that the Authority is tax exempt.

3.3 All bidders shall complete the following additional forms provided and submit them with their bids:

Option A and Option B

- A. Previous similar experience references indicating the maximum daily quantities delivered and the duration of the maximum deliveries. The Bidder may be asked to provide proof of these deliveries.
- B. Public entity crimes statement;
- C. Drug-Free Workplace Program Certification; and
- D. Equal Employment Opportunity Policy statement

4. Receipt and Opening of Bids

4.1 The Authority may consider non-responsive any bid not prepared and submitted in accordance with these provisions and may waive any informalities or reject any and all bids.

4.2 Attention is called to the fact that Bidders not only offer to assume the obligations and liabilities imposed upon the Draft Contract in the form or Contract, but expressly make certain of the representations and warranties made therein. No effort is made to emphasize any particular provision of the Draft Contract, but Bidders must familiarize themselves with every provision and its effect.

4.3 Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind.

4.4 The Authority reserves the right to waive any informalities or irregularities of bids, or to reject any or all bids.

4.5 Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his bid:

- (a) Submission of more than one bid for the same work by an individual partnership, or corporation under the same or different names;
- (b) Evidence of collusion among Bidders;
- (c) Lack of experience providing suitable delivery quantities;
- (d) Lack of responsibility as shown by past work judged from the standpoints of workmanship, progress, compliance with requirements of Draft Contract Documents or other appropriate concern.

5. Acceptance of Bid and Award of Contract

5.1 The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid is determined to be in the best interest of the Lake County Water Authority. This is not a lump sum award and material will be purchased as needed.

5.2 An award of the contract will not be made until the necessary investigations of the responsibility of the low Bidders have been made. Unless all bids are rejected, the Contract will be awarded according to Section 5.1. Such award may be made, and/or all bids rejected, according to Lake County Water Authority Resolution 2003-03.

5.3 When the Contract has been executed on the part of the Authority, it shall be forwarded to the Bidder together with a notice from the Authority to commence work. The notice to proceed will include the time for completion.

5.4 Failure to follow the bid protest procedure requirements within the established timeframes as prescribed herein [Lake County Water Authority Resolution 2003-03] and established by the Authority shall constitute a waiver of Bidder's protest and any resulting claims.

6. Quality and Regulations

6.1 If any product delivered does not meet applicable technical specifications described in Exhibit “B”, or if the product will not produce the effect that the supplier represents to the Authority, the supplier shall pick up the product from the Authority at no expense to the Authority. Also, the supplier shall refund to the Authority any money which has been paid for same. The supplier will be responsible for reimbursing the Authority for attorney fees in the event the supplier defaults and court action is required.

6.2 The Authority reserves the right to reject any and all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage.

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

6.4 It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, other Federal, State and local laws, rules and regulations as each may apply. **All vendors are required to submit a Safety Data Sheet with their bid package.**

7. Prompt Payment Act

All invoices and payments shall comply with the Local Government Prompt Payment Act, 218.70 – 218.80, Florida Statutes.

8. Insurance Requirements

8.1 Please be advised that the Certificate of Exemption To Be Exempt From the Florida Workers’ Compensation Law pertains exclusively to those corporate officers identified by the certificates, therefore, the Authority will not accept Certificates of Exemption as proof of insurance. The certificate of exemption also states that the corporate officer electing exemption, “certify that any employee of the business named above (on the certificate) is covered by workers’ compensation insurance. Further, pursuant to Chapter 440.10 (1) (a), (b) and (c),

Sellers who sublet any contract work to Subcontractors “shall be liable for, and shall secure, the payment of compensation to all such employees, except to employees of a Subcontractor who has secured such payment.

8.2 Before the Authority can issue a purchase order and authorize the successful bidder to proceed, the successful bidder must provide proof of insurance for any Subcontractor, either by submitting a certificate of insurance indicating the successful bidder as the insured, or individual certificates of insurance from each Subcontractor. Certificates of exemption for these Subcontractors will not be accepted in lieu of proof of coverage.

8.3 Insurance coverage is required according to the following:

Comprehensive General Liability: \$1,000,000

Comprehensive Auto Liability: \$1,000,000

Pollution/Environmental Hazard Liability: \$1,000,000

Workers’ Compensation: Statutory Limits

8.4 All limits are per occurrence and must include Bodily Injury and Property Damage. All policies must be issued by an insurance carrier with a financial stability that is acceptable to the Authority.

8.5 All policies are to be considered primary to Authority coverage and shall not contain co-insurance provisions.

8.6 Any exceptions to the insurance requirements and limits must be noted as instructed herein.

8.7 The appropriate policies are to be endorsed to include the Lake County Water Authority as Additional Insured.

8.8 In the cancellation clause of the Certificate of Insurance the words "ENDEAVOR TO" and "**BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE**" shall be excluded and the number "**30**" inserted in the blank space provided before the words "days prior notice...", so as to require at least 30 days written notice to the Authority by the insurer prior to cancellation of insurance coverage.

8.9 The successful bidder will be required to provide within ten (10) days after Notice of Award, to the Authority’s Project Manager, a Certificate of Insurance demonstrating that the successful proposer is carrying sufficient insurance at the established limits above.

8.10 The Authority shall review the Certificate of Insurance, for determination of adequate coverage. Services will not be ordered or officially commenced until

the Certificate has been received and approved by the Authority.

9. Indemnification

The Successful Bidder agrees to indemnify, defend and hold harmless the Authority and its employees from all claims, losses, and expenses, including attorney's fees, whether or not litigation is commenced, arising under, out of, through, or resulting from, the contact and/or performance of the work to be contracted, including but not limited to, claim, damage, loss, or expense attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including, but not limited to, loss of use resulting therefrom, caused in whole or in part by any intentional and/or negligent act or omission of the Seller, and/or Subcontractor(s), agent(s), invitee(s) and/or any of the Seller's and/or the Subcontractors' employees.

10. Bid Protest Procedure

Failure to follow the bid protest procedure requirements within the established timeframes as prescribed in Resolution 2003-03 and established by the Authority shall constitute a waiver of Bidder's protest and any resulting claims.

11. Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for materials, products, equipment and/or processes in conjunction with the materials, products, equipment and/or processes bidder is furnishing. Bidder shall defend all suits or claims for infringement of any patent right and shall save the Authority harmless from loss on account thereof and cost and attorney's fees incurred therefore.

12. Authorized Product Representation

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

OPTION A

EXHIBIT "A.1"

PROPOSAL

PURCHASE OF LIQUID ALUMINUM SULFATE

To: LAKE COUNTY WATER AUTHORITY

27351 SR 19

Tavares, Florida 32778

Project: Purchase of Liquid Aluminum Sulfate in Lake County, Florida

The undersigned Bidder hereby declares that the only person or persons interested in the bid as principal or principals is or are named herein, and that no other person than herein mentioned has any interest in this bid or in the contract to be entered into; that his bid is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that Bidder has examined bid documents and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; and has read all special provisions furnished prior to the submission of bids; and that Bidder has satisfied itself relative to the work to be performed.

The Bidder proposes and agrees, if this bid is accepted, to contract with the Authority as listed above, in the form of contract specified for Liquid Aluminum Sulfate at the location provided in the contract documents, to the full and entire satisfaction of the Authority or its representative.

The undersigned further agrees to execute the said contract within ten (10) consecutive calendar days after written notice being given of the award of the contract.

The Bidder:

A. Acknowledges receipt of:

1. Specifications and Contract Documents for Purchase of Liquid Aluminum Sulfate in Lake County, Florida

2. Addendas:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

- B. Has examined the site and all Bidding Documents and understands that in submitting Bidder's Bid, Bidder waives all right to plead by any misunderstanding regarding the same.
- C. Agrees:
1. To hold this Bid open for 90 calendar days after the bid opening date.
 2. To enter into and execute a contract with the Authority based upon the quantity prices provided.
 3. To accomplish the work in accordance with the Draft Contract Documents.
 4. To furnish materials as outlined in this Proposal.
- D. Acknowledges that although the Authority has provided estimates of quantities needed, actual amounts ordered may be more or less and Bidder will supply materials on an as-needed basis.
- E. Bidder will supply materials in accordance with the Draft Contract Documents for the following price for a period of one (1) year beginning on the execution date of the contract and provisions for renewal as defined in the contract:

BID ITEM	DELIVERY METHOD	EST. OF ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Liquid Aluminum Sulfate	Tanker Truck	5,000 dry tons mol	Dry ton	\$ _____	\$ _____

- F. All bid items shall include all materials, equipment, labor, taxes, test, surveys, miscellaneous costs of all types, overhead, profit for the items to be complete, in-place and ready for operation as shown and specified.
- G. Tanker trucks are required to have a sufficient length of flexible pipe with a three-inch female camlock fitting to attach to the fill point. Tanker trucks must be able to deliver to a fill level at least 18 feet above ground level.
- H. The Bidder is required to submit a bid for Option A strictly in accordance with the "Invitation to Bid."

PREVIOUS SIMILAR EXPERIENCE

The following previous similar experience references are furnished as examples of our capabilities and past performance (minimum of 3 references). They may be freely contacted to confirm the following statements, and any other related information that will confirm our capabilities. Attach bills of lading as part of this section.

1. Project Name: _____

Project Description and Location: _____

Description of Services that we performed: _____

Contract Cost: _____ Duration: _____

Total Value of Change Orders and Contract Adjustments: _____

Client Name: _____

Client Contact Person: _____

Address: _____

Telephone: _____ Fax: _____

2. Project Name: _____

Project Description and Location: _____

Description of Services that we performed: _____

Contract Cost: _____ Duration: _____

Total Value of Change Orders and Contract Adjustments: _____

Client Name: _____ Client Contact

Person: _____ Address: _____

_____ Telephone: _____

_____ Fax: _____

3. Project Name: _____

Project Description and Location: _____

Description of Services that we performed: _____

Contract Cost: _____ Duration: _____

Total Value of Change Orders and Contract Adjustments: _____

Client Name: _____ Client Contact
Person: _____ Address:

_____ Telephone:
_____ Fax: _____

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

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

1. This sworn statement is submitted to Lake County Water Authority

By _____
[Print individual's name and title]

For _____
[Print name of entity submitting sworn statement]

whose business address is

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

_____.

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

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 (one) above is for that public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in section 287.017 Florida Statutes for category two of any change in the information contained in this form.

_____ (Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known: _____ or produced the following identification: _____.

(Signature of Notary) Notary Public – State of _____
My Commission Expires: _____

Commissioned Name of Notary Public (printed, typed, or stamped)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Drug-free Workplace Program Requirements: Pursuant to Section 287.087, Florida Statutes, whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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 person's or entity's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, 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 A (above).
4. In the statement specified in subsection A (above), notify the employees that, as a condition of working on the commodities or services that are under bid, solicitation, or contract, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere and violation of Chapter 893 or any controlled substance law of the United States or any state, or a violation occurring in the workplace, no later than five 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, 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.

The undersigned hereby certifies that the business named below has implemented and maintains a Drug-free Workplace Program in compliance with the requirements of Section 287.087, Florida Statutes.

Entity Name: _____

Date: _____

Printed Name: _____

Authorized Signature: _____

Note: If your business meets the requirements of Section 287.087, Florida Statutes, complete and return this form with your bid.

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of _____
(Bidder / Name of Firm)

to provide equal employment opportunity to present and prospective employees without regard to race, color, sex, religion, disability, national origin, or any other extraneous consideration not directly and substantively related to merit or performance. The Bidder will take affirmative action when necessary to achieve equal employment opportunity in selection and all other personnel actions without regard to race, color, sex, religion, disability, or national origin, or any other extraneous consideration not directly and substantively related to merit or performance. Such action shall include, but not be limited to the following: Hiring, employment, promotion, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, recall, rates of pay, benefits and other forms of compensation, and selection for training, including apprenticeship.

Authorized Representative

Date

Title

**ANNUAL PURCHASE AGREEMENT FOR
LIQUID ALUMINUM SULFATE**

This Agreement is made and entered into on the ___day of _____, 2019, between LAKE COUNTY WATER AUTHORITY, 27351 SR 19, Tavares, FL 32778, hereinafter referred to as "Authority", and _____ hereinafter referred to as "Seller".

WHEREAS the Authority desires to engage the Seller to provide Liquid Aluminum Sulfate for the Apopka-Beauclair Canal Nutrient Reduction Facility, hereinafter referred to as the "NuRF" on an as-needed basis; and

WHEREAS the Seller desires to supply Liquid Aluminum Sulfate as described herein, and has the experience, personnel and resources to provide these chemicals.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE 1. INTEGRATED AGREEMENT

The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to its terms and as a complete and exclusive statement of its terms.

ARTICLE 2. DESCRIPTION OF GOODS

The Seller undertakes to transfer ownership and deliver possession to the Authority, and the Authority shall pay for and accept Liquid Aluminum Sulfate:

Liquid Aluminum Sulfate is to be furnished as described in Exhibit "A" Invitation to Bid and according to specifications in Exhibit "B" and hereinafter referred to as the "goods".

ARTICLE 3. TIME AND PLACE OF DELIVERY

Delivery of the goods shall not exceed three (3) working days upon receipt of request for goods by the Authority.

The goods shall be delivered and unloaded to the NuRF at 16100 County Road 48, Mt. Dora, Florida 32757. Time is of the essence and the Seller shall be held strictly to the delivery date. Chemicals not delivered by the date specified shall, without limiting the Authority's legal recourse, justify the Authority's option to terminate the contract.

The Seller shall visit each delivery point to confirm that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority. Certified weight tickets are required with each delivery. The Seller shall provide a separate delivery ticket for each delivery. At least one copy of the delivery ticket and corresponding weight ticket shall be provided to the Authority with each delivery.

Each individual purchase shall be assigned a Purchase Order. Weekly invoicing shall be required for all deliveries made that week, showing the Purchase Order number, number of loads delivered with their respective Bill of Lading, total wet weight of all delivered material and total dry tons delivered for that week. Seller shall also comply with all requirements of the attached Exhibit "C", Safety Measures.

ARTICLE 4. PRICE

The unit prices, FOB Destination quoted by the Seller in its Bid Proposal, shall be considered firm for twelve (12) months beginning on _____, and ending on _____. The prices quoted shall be used for payment and shall include payment in full for all materials, goods, transportation, labor, and equipment used in delivering all materials and goods to the point of delivery. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the Authority. Changes in price

need to be substantiated to market price of components used in the manufacturing of the liquid aluminum sulfate.

The Authority makes no guarantee as to the amount of goods and materials it will need or purchase from Seller. The purchase of goods and materials shall be made only if cost effective for Authority.

ARTICLE 5. CANCELLATION

Failure by the Seller to comply with Articles 3 and 4, without waiving the Authority's full remedies, including but not limited to, its right to recover costs and damages, shall result in breach of contract and cancellation of this contract.

ARTICLE 6. COMPENSATION

The Seller shall prepare and submit to the Authority invoices for goods delivered. The Executive Director of the Authority may approve payment after making an initial determination, which may be later revoked upon further investigation, that delivery is in compliance with all requirements of this Agreement. Payment shall be made in accordance with the Florida Prompt Payment Act.

ARTICLE 7. SELLER'S ASSIGNMENT OF PAYMENT

The Seller may not assign the right to receive payment from the Authority.

ARTICLE 8. EXPRESS WARRANTY

In addition to any express or implied warranties of the goods and of the Uniform Commercial Code, the Seller warrants to the Authority that the goods being sold under this agreement shall strictly meet the specifications in Exhibit "B".

ARTICLE 9. RIGHT OF INSPECTION

The Authority shall have the right to inspect the goods at the time and place of delivery, before payment or acceptance.

ARTICLE 10. ALLOCATION OF RISK OF LOSS

Any risk or loss associated with the goods remains with the Seller until the time of acceptance of the goods by the Authority at the place of delivery, after inspection has been completed.

ARTICLE 11. REJECTION OF NONCONFORMING GOODS

Rejection of goods for failure to conform to the requirements of this Agreement must be made within thirty (30) days after their delivery and inspection. The Authority will send written notification of the rejection to the Seller. The notice will state the basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected.

On receipt of notification of rejection, the Seller shall immediately arrange for the return shipment of the goods at the Seller's expense. The Seller shall ship conforming replacement goods within 10 days of the notice of rejection unless the Authority notifies the Seller to forgo the shipment before that date.

ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY

In addition to any of the remedies provided by law and by the Uniform Commercial Code, if the Seller is unable to provide services because of breakdown, product scheduling, lack of product or equipment or for any other reason, then the Authority may, on an order basis, go to the next qualified bidder.

ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER

The exclusive remedies of the Seller under this Agreement are to have any goods not paid for returned to the Seller, or to receive, on demand, the purchase price for any goods not paid for and not returned within sixty (60) days of the demand.

ARTICLE 14. WAIVER

No claim or right arising out of a breach of this Agreement will be discharged by the Authority in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is determined by the Authority to be appropriate and supported by consideration, is in writing, and is signed by the Executive Director or appointed designee.

ARTICLE 15. SELLER'S DELEGATION

The Seller may not delegate its performance in the delivery of goods under this Agreement without the prior written consent of the Authority. The Authority's consent may be given when the Authority has received satisfactory assurances that the quality of goods shall be equivalent to that of the contract goods, and that the delegation shall not otherwise adversely affect the Authority.

ARTICLE 16. CONTRACT TIME

The period of this Agreement shall be for twelve months beginning on _____, and ending on _____. This Agreement may, in writing, executed with the same formalities as this Agreement, by mutual assent of the parties, be extended for three (3) additional twelve (12) month periods or portions thereof, up to a cumulative total of forty-eight (48) months.

ARTICLE 17. DRAFT CONTRACT DOCUMENT

The Draft Contract Documents which comprise the contract between the Authority and the Seller are attached hereto and made a part hereof and consists of the following:

- This Agreement;

- Invitation to Bid, including bid price, attached as Exhibit “A.1”;
- Technical Specifications, including the Minimum Specifications for Liquid Aluminum Sulfate, attached as Exhibit “B”;
- Safety Measures, attached as Exhibit “C”;
- Product Pricing, Adjustment Methodology and Proposed Indices as Exhibit “D” and
- Any written amendments or modification to this Agreement.

ARTICLE 18. TERMINATION

This Agreement may be terminated by the Authority, with or without cause, upon seven (7) days written notice to Seller.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Florida law. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Agreement.

Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, or otherwise to protect the rights of the Authority, then all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party. The venue of any litigation resulting out of this Agreement shall be in the county or circuit court, whichever is applicable, Lake County, Florida.

ARTICLE 20. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of its parties and their partners, successors, assigns and legal representatives when permitted by this Agreement.

ARTICLE 21. EXCLUSIVITY

This shall be an exclusive contract with the Authority. In the event the Seller cannot supply the Authority with required amounts of Liquid Aluminum Sulfate, the Seller will arrange for an interim alternate supply and utilize funds provided under a letter of credit to compensate the Authority for prices in excess of the contract price.

ARTICLE 22. MODIFICATION

This Agreement may be modified only in writing and signed by both parties or their duly authorized agents.

ARTICLE 23. INSURANCE REQUIREMENTS SPECIFICATIONS

Insurance coverage is required according to the following:

Comprehensive General Liability: \$1,000,000
Comprehensive Auto Liability: \$1,000,000
Pollution/Environmental Hazard Liability: \$1,000,000
Workers' Compensation: Statutory limits

All limits are per occurrence and must include Bodily Injury and Property Damage. All policies must be issued by an insurance carrier with a financial stability that is acceptable to the Authority. All policies are to be considered primary to Authority coverage and shall not contain co-insurance provisions. The appropriate policies are to be endorsed to include the Lake County Water Authority as Additional Insured.

ARTICLE 24. DAMAGES

It is recognized that Liquid Aluminum Sulfate is a corrosive chemical which requires

special handling and suitable equipment. However, in the event that the Liquid Aluminum Sulfate delivered to the Authority is found to be nonconforming or contaminated and damages the Authority's equipment or site, the Authority may recover damages from the Seller.

ARTICLE 25. INDEMNIFICATION

The Seller agrees to indemnify, defend and hold harmless the Authority and its employees, agents and trustees, from all claims, losses, and expenses, including attorney's fees, whether or not litigation is commenced, arising under, out of, through, or resulting from, this Agreement and/or performance of the work to be contracted and/or goods to be delivered, including but not limited to, claim, damage, loss, or expense attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including, but not limited to, loss of use resulting therefrom, caused in whole or in part by the goods and/or any intentional and/or negligent act or omission of the Seller, and/or Subcontractor(s), agent(s), invitee(s) and/or any of the Seller's and/or the Subcontractors' employees.

ARTICLE 26. INDEPENDENT SELLER

The Seller expressly warrants that it will not represent at any time or in any manner that the Seller or any of its agents, servants or employees are in any manner agents, servants or employees of the Authority. It is understood and agreed that the Seller is, and shall at all times remain as to the Authority, a wholly independent Seller and not an agent or employee of the Authority. It shall be the responsibility of the Seller to assure compliance with Local, State or Federal laws and regulations or other requirements as each may apply.

ARTICLE 27. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any

reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

ARTICLE 28. FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the Authority, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the Board of Trustees of funds therefor.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement shall be canceled and the Seller shall be entitled to reimbursement for the reasonable value of conforming goods and services received by the Authority to the date of cancellation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

ATTEST:

Lake County Water Authority

Michael J. Perry, Executive Director

WITNESS

SELLER

By: _____

By: _____

Print Name & Title

APPROVED AS TO FORM:

Carole Barice, General Counsel for
Lake County Water Authority

EXHIBIT "B"

TECHNICAL SPECIFICATIONS LIQUID ALUMINUM SULFATE (SELLER TO ATTACH MSDS SHEET)

Item No. 1 - Aluminum Sulfate (48.5% $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$)

Aluminum Sulfate (liquid) is a clear to light green/yellow colored solution. This chemical is intended specifically for use as a coagulant for industrial and municipal water and wastewater treatment applications.

1. Aluminum Sulfate (Alum) shall be in accordance with AWWA B403-03 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the Aluminum Sulfate complies with the applicable provisions of AWWA Standard B403-09 (or latest edition) and these specifications are required.
 - b. Alum shall be liquid only, of not less than 8.0 percent as Al_2O_3 .
 - c. Shipment shall be in bulk tanker truck.
 - d. Certified weight certificates for each shipment will be required.
2. Aluminum Sulfate shall meet NSF/ANSI Standard 60 or 61 as appropriate.

SDS SHEET
(TO BE ATTACHED BY SELLER)

EXHIBIT "C"

BIDDERS SAFETY MEASURES LIQUID ALUMINUM SULFATE

All successful bidders shall supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers). In addition, the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be supplied by the Seller. This section in no way relieves the successful bidder of its responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Seller shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Bidders personnel, equipment or method of delivery, Bidder shall immediately comply with all applicable terms and conditions of Reauthorization Act of 1986, 42 U.S.C.G. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, Ch. 252, Part II, Florida Statutes. The responsibility of compliance with Federal and State Rules and Regulations regarding vendor caused spills or releases shall hold the Authority harmless for any failure to properly report and/or comply with this provision.

All successful bidders shall provide an appropriate safe handling training course, within the first month of the contract, to all current NuRF operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

EXHIBIT “C”

**SAFETY MEASURES
(TO BE ATTACHED)**

EXHIBIT “D”

PRODUCT PRICING, ADJUSTMENT METHODOLOGY AND PROPOSED INDICES

- A. Prices submitted with the response to this RFB and recorded on the resulting contract are to be firm for any product shipped throughout the first year; January 1, 2019 through December 31, 2019.
- B. Calendar quarters shall be Q1 = January 1 through March 31, Q2 = April 1 through June 30, Q3 = July 1 through September 30 and Q4 = October 1 through December 31.
- C. After year 1, the Authority will calculate economic price adjustments, which will be used to account for fluctuations in significant raw materials costs, as detailed below, based on the following schedule:
 - 1) Price adjustments effective for shipments made in Q1 will be finalized between January 1 and January 15
 - 2) Price adjustments effective for shipments made in Q2 will be finalized between April 1 and April 15
 - 3) Price adjustments effective for shipments made in Q3 will be finalized between July 1 and July 15
 - 4) Price adjustments effective for shipments made in Q4 will be finalized between October 1 and October 15

Economic price adjustments will apply to both escalation and de-escalation of the designated component indices.

- D. Effective January 1, 2020, the first economic price adjustment will be calculated for shipments made during the first quarter of 2020. This will be a special case price adjustment, because it will be calculated using the percentage change from the average fourth quarter 2019 component indices to the baseline indices, as established in the response to this RFB.
- E. After the first economic price adjustment, an adjustment will go into effect once per calendar quarter to account for fluctuations in the cost of significant raw materials, bauxite/aluminum trihydrate and sulfuric acid, and no more than once per calendar year for significant operating costs.
- F. Economic price adjustments for liquid aluminum sulfate (D), will be a combination of the changes in components (A), (B) and (C), where:

$$D = (A * X) + (B * Y) + C$$

And:

A = Bauxite or Aluminum Trihydrate Component Price, adjusted quarterly

B = Sulfuric Acid Component Price, adjusted quarterly

C = Overhead Component Price, adjusted annually at Seller’s request

X = % change in average index for A from previous quarter (Q-1) to quarter prior (Q-2)

Y = % change in average index for B from previous quarter (Q-1) to quarter prior (Q-2)

D = Total Price for Liquid Aluminum Sulfate

For example: **D2020Q1** = (A*X) + (B*Y) + C

Let: A = \$100 X = +20%
B = \$100 Y = -10%
C = \$200

Then the total price paid for shipments made during the 2nd quarter of 2020 would be:

$$\begin{aligned} \text{D}_{2020\text{Q}2} &= (\text{A} * \text{X}) + (\text{B} * \text{Y}) + \text{C} = \\ &(\$100 * 1.2) + (\$100 * 0.9) + \$200 = \\ &\$120 + \$90 + 200 = \$410 \end{aligned}$$

- 1) Economic price adjustments for the *bauxite* or *aluminum trihydrate* (A) component shall occur quarterly and be based on an indice and/or price adjustment methodology mutually agreed upon in writing by both parties. The baseline index shall be the average of the daily published values for aluminum cash buyer prices for the previous quarter.
- 2) Economic price adjustments for the *sulfuric acid* (B) component shall occur quarterly and be based on an indice and/or price adjustment methodology mutually agreed upon in writing by both parties. The baseline index shall be the average of the daily published values for sulfur from the previous quarter.
- 3) Potential economic price adjustments for the *overhead* (C) component shall be capped to no more than the percentage change in an indice mutually agreed upon in writing by both parties and occurring no more frequently than *annually*. The Seller shall provide data supporting inflationary impacts to costs covered under this component. The Seller and the Authority shall mutually agree in writing on the economic price adjustment. In the event the originally agreed upon indice and/or published source ceases, another index or source shall be mutually agreed upon in writing by both parties. The baseline index shall be the average of the preliminary published values.

Bidders may include alternate indices and alternate economic price adjustment methodology. Acceptance of alternate indices and/or economic price adjustment methodology will be at the LCWA's sole discretion.

G. Fuel Surcharge:

In the event that a fuel indice mutually agreed upon in writing by both parties exceeds a national average, rounded to the nearest hundredth, product delivered to the NuRF is subject to a monthly fuel surcharge. If the published price drops below the national average, no fuel surcharge shall apply.

The price published on the final Monday of month Y shall be effective for all shipments made during month Y+1. For example, if the national average price is \$3.80 per gallon, rounded to the nearest hundredth and the published price for diesel fuel on the final Monday of January is \$3.845 per gallon, all deliveries made in February are subject to a \$0.05 per gallon fuel surcharge. If the published price for diesel fuel on the final Monday of January is \$3.795 per gallon, no deliveries made in February are subject to a fuel surcharge.

Fuel surcharge shall be assessed for the total number of round-trip miles driven between the Seller's production facility and the NuRF location, and shall be based on the average fuel economy (in miles per gallon) of the Seller's fleet. The calculation for fuel surcharge, as applicable, shall be as follows:

$$X = \frac{A}{B} * C * (D - \$3.80)$$

Where:

X = Total assessed fuel surcharge for NuRF

A = Number of shipments delivered to NuRF

B = Average fuel economy of Seller's fleet (in miles per gallon)

C = Round-trip distance from Seller's production facility to NuRF (in miles)

D = Published diesel fuel price per gallon, rounded to the nearest hundredth

For example, if the NuRF receives the following shipments from the Seller in **January 2020**:

A = 20 shipments

B = 5 miles per gallon

C = 40 miles

D = \$3.95 per gallon

Then the calculated fuel surcharge for the NuRF for **February 2020** is:

$$X = \frac{20}{5} * 40 * (\$3.95 - \$3.80) = \$24.00$$

Seller shall provide distance from production facility to the NuRF as well as the average fuel economy of its fleet or its contract hauler's fleet of delivery trucks.

EXHIBIT “D”

**PRODUCT PRICING, ADJUSTMENT METHODOLOGY AND PROPOSED INDICES
(TO BE ATTACHED)**

OPTION B

EXHIBIT "A.2"

PROPOSAL

PURCHASE OF LIQUID ALUMINUM SULFATE

To: LAKE COUNTY WATER AUTHORITY

27351 SR 19

Tavares, Florida 32778

Project: Construct Local Liquid Aluminum Sulfate Production Facility near the Nutrient Reduction Facility in Lake County, Florida

The Bidder shall construct and operate a liquid aluminum production facility within 20 miles of the NuRF site to provide product in the amounts and at the specified times to meet the Authority's requirement. The Authority shall bear no responsibility for financing the construction of a liquid aluminum sulfate production facility. The Bidder must maintain a minimum of 72,000 gallons of finished product storage dedicated to fulfill the Authority's needs throughout the entire term of the resulting contract. The Bidder must also be able to deliver up to 10 4,300-gallon tankers daily to the facility. Once under contract, the Bidder must conduct bi-weekly (once every two weeks) status meetings with the Authority representatives to report on the progress of meeting these requirements and until the Authority is reasonably satisfied the project timeline is acceptable. Authority representatives are authorized to visit the construction site to verify actual progress.

The undersigned Bidder hereby declares that the only person or persons interested in the bid as principal or principals is or are named herein, and that no other person than herein mentioned has any interest in this bid or in the contract to be entered into; that his bid is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that Bidder has examined bid documents and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; and has read all special provisions furnished prior to the submission of bids; and that Bidder has satisfied itself relative to the work to be performed.

The Bidder proposes and agrees, if this bid is accepted, to contract with the Authority as listed above, in the form of contract specified for Liquid Aluminum Sulfate at the location provided in the contract documents, to the full and entire satisfaction of the Authority or its representative.

The undersigned further agrees to execute the said contract within ten (10) consecutive calendar days after written notice being given of the award of the contract.

The Bidder:

A. Acknowledges receipt of:

1. Specifications and Contract Documents for Purchase of Liquid Aluminum Sulfate in Lake County, Florida
2. Addenda:
Number _____ Date _____
Number _____ Date _____
Number _____ Date _____

B. Has examined the site and all Bidding Documents and understands that in submitting Bidder's Bid, Bidder waives all right to plead by any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for 90 calendar days after the bid opening date.
2. To enter into and execute a contract with the Authority based upon the quantity prices provided.
3. To accomplish the work in accordance with the Draft Contract Documents.
4. To furnish materials as outlined in this Proposal.

D. Acknowledges that although the Authority has provided estimates of quantities needed, actual amounts ordered may be more or less and Bidder will supply materials on an as-needed basis.

E. Acknowledges the Authority will not pay for any construction costs associated with the proposed liquid aluminum sulfate production facility.

F. Bidder will supply materials in accordance with the Contract Documents for the following price for a period of one (1) year beginning on the execution date of the contract and provisions for renewal as defined in the contract:

BID ITEM	DELIVERY METHOD	EST. OF ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Liquid Aluminum Sulfate	Tanker Truck	5,000 dry tons mol	Dry ton	\$ _____	\$ _____

- G. Acknowledges the Authority will not pay for any construction costs associated with the liquid aluminum sulfate production facility.
- H. All bid items shall include all materials, equipment, labor, taxes, test, surveys, miscellaneous costs of all types, overhead, profit for the items to be complete, in-place and ready for operation as shown and specified.
- I. Tanker trucks are required to have a sufficient length of flexible pipe with a three-inch female camlock fitting to attach to the fill point. Tanker trucks must be able to deliver to a fill level at least 18 feet above ground level.
- J. The Bidder is required to submit a bid for Option B strictly in accordance with the “Invitation to Bid.”

NAME OF BIDDER: _____

ADDRESS: _____

PHONE: _____

SIGNATURE: _____

TITLE: _____ **DATE:** _____

The following is a complete list of all of the Subcontractors to be used if the undersigned is awarded the contract for this project:

TYPE OF WORK **NAME AND ADDRESS FOR SUBCONTRACTOR**

PREVIOUS SIMILAR EXPERIENCE

The following previous similar experience references are furnished as examples of our capabilities and past performance (minimum of 3 references). They may be freely contacted to confirm the following statements, and any other related information that will confirm our capabilities. Attach bills of lading as part of this section.

1. Project Name: _____

Project Description and Location: _____

Description of Services that we performed: _____

Contract Cost: _____ Duration: _____

Total Value of Change Orders and Contract Adjustments: _____

Client Name: _____

Client Contact Person: _____

Address: _____

Telephone: _____ Fax: _____

2. Project Name: _____

Project Description and Location: _____

Description of Services that we performed: _____

Contract Cost: _____ Duration: _____

Total Value of Change Orders and Contract Adjustments: _____

Client Name: _____ Client Contact

Person: _____ Address: _____

_____ Telephone: _____

_____ Fax: _____

3. Project Name: _____

Project Description and Location: _____

Description of Services that we performed: _____

Contract Cost: _____ Duration: _____

Total Value of Change Orders and Contract Adjustments: _____

Client Name: _____ Client Contact

Person: _____ Address:

_____ Telephone:

_____ Fax: _____

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

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

1. This sworn statement is submitted to Lake County Water Authority

By _____
[Print individual's name and title]

For _____
[Print name of entity submitting sworn statement]

whose business address is

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

_____.

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

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 (one) above is for that public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in section 287.017 Florida Statutes for category two of any change in the information contained in this form.

_____ (Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known: _____ or produced the following identification: _____.

(Signature of Notary) Notary Public – State of _____
My Commission Expires: _____

Commissioned Name of Notary Public (printed, typed, or stamped)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Drug-free Workplace Program Requirements: Pursuant to Section 287.087, Florida Statutes, whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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 person's or entity's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, 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 A (above).
4. In the statement specified in subsection A (above), notify the employees that, as a condition of working on the commodities or services that are under bid, solicitation, or contract, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere and violation of Chapter 893 or any controlled substance law of the United States or any state, or a violation occurring in the workplace, no later than five 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, 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.

The undersigned hereby certifies that the business named below has implemented and maintains a Drug-free Workplace Program in compliance with the requirements of Section 287.087, Florida Statutes.

Entity Name: _____

Date: _____

Printed Name: _____

Authorized Signature: _____

Note: If your business meets the requirements of Section 287.087, Florida Statutes, complete and return this form with your bid.

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of _____
(Bidder / Name of Firm)

to provide equal employment opportunity to present and prospective employees without regard to race, color, sex, religion, disability, national origin, or any other extraneous consideration not directly and substantively related to merit or performance. The Bidder will take affirmative action when necessary to achieve equal employment opportunity in selection and all other personnel actions without regard to race, color, sex, religion, disability, or national origin, or any other extraneous consideration not directly and substantively related to merit or performance. Such action shall include, but not be limited to the following: Hiring, employment, promotion, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, recall, rates of pay, benefits and other forms of compensation, and selection for training, including apprenticeship.

Authorized Representative

Date

Title

**ANNUAL PURCHASE AGREEMENT FOR
LIQUID ALUMINUM SULFATE**

This Agreement is made and entered into on the ___ day of _____, 2019, between LAKE COUNTY WATER AUTHORITY, 27351 SR 19, Tavares, FL 32778, hereinafter referred to as "Authority", and _____ hereinafter referred to as "Seller".

WHEREAS the Authority desires to engage the Seller to provide Liquid Aluminum Sulfate for the Apopka-Beauclair Canal Nutrient Reduction Facility, hereinafter referred to as the "NuRF" on an as-needed basis; and

WHEREAS the Seller desires to supply Liquid Aluminum Sulfate as described herein, and has the experience, personnel and resources to provide these chemicals.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

ARTICLE 1. INTEGRATED AGREEMENT

The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to its terms and as a complete and exclusive statement of its terms.

ARTICLE 2. DESCRIPTION OF GOODS

The Seller undertakes to transfer ownership and deliver possession to the Authority, and the Authority shall pay for and accept Liquid Aluminum Sulfate:

Liquid Aluminum Sulfate is to be furnished as described in Exhibit "A" Invitation to Bid and according to specifications in Exhibit "B" and hereinafter referred to as the "goods".

ARTICLE 3. TIME AND PLACE OF DELIVERY

Delivery of the goods shall not exceed three (3) working days upon receipt of request for goods by the Authority.

The goods shall be delivered and unloaded to the NuRF at 16100 County Road 48, Mt. Dora, Florida 32757. Time is of the essence and the Seller shall be held strictly to the delivery date. Chemicals not delivered by the date specified shall, without limiting the Authority's legal recourse, justify the Authority's option to terminate the contract.

The Seller shall visit each delivery point to confirm that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority. Certified weight tickets are required with each delivery. The Seller shall provide a separate delivery ticket for each delivery. At least one copy of the delivery ticket and corresponding weight ticket shall be provided to the Authority with each delivery.

Each individual purchase shall be assigned a Purchase Order. Weekly invoicing shall be required for all deliveries made that week, showing the Purchase Order number, number of loads delivered with their respective Bill of Lading, total wet weight of all delivered material and total dry tons delivered for that week. Seller shall also comply with all requirements of the attached Exhibit "C", Safety Measures.

ARTICLE 4. PRICE

The unit prices, FOB Destination quoted by the Seller in its Bid Proposal, shall be considered firm for twelve (12) months following approval of tested and completed construction of liquid aluminum production facility beginning on _____, and ending on _____. The prices quoted shall be used for payment and shall include payment in full for all materials, goods, transportation, labor, and equipment used in delivering all materials and goods to the point of delivery. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the Authority. Changes in price

need to be substantiated to market price of components used in the manufacturing of the liquid aluminum sulfate. The Authority makes no guarantee as to the amount of goods and materials it will need or purchase from Seller. The purchase of goods and materials shall be made only if cost effective for Authority.

ARTICLE 5. CANCELLATION

Failure by the Seller to comply with Articles 3 and 4, without waiving the Authority's full remedies, including but not limited to, its right to recover costs and damages, shall result in breach of contract and cancellation of this contract.

ARTICLE 6. COMPENSATION

The Seller shall prepare and submit to the Authority invoices for goods delivered. The Executive Director of the Authority may approve payment after making an initial determination, which may be later revoked upon further investigation, that delivery is in compliance with all requirements of this Agreement. Payment shall be made in accordance with the Florida Prompt Payment Act.

ARTICLE 7. SELLER'S ASSIGNMENT OF PAYMENT

The Seller may not assign the right to receive payment from the Authority.

ARTICLE 8. EXPRESS WARRANTY

In addition to any express or implied warranties of the goods and of the Uniform Commercial Code, the Seller warrants to the Authority that the goods being sold under this agreement shall strictly meet the specifications in Exhibit "B".

ARTICLE 9. RIGHT OF INSPECTION

The Authority shall have the right to inspect the goods at the time and place of delivery, before payment or acceptance.

ARTICLE 10. ALLOCATION OF RISK OF LOSS

Any risk or loss associated with the goods remains with the Seller until the time of acceptance of the goods by the Authority at the place of delivery, after inspection has been completed.

ARTICLE 11. REJECTION OF NONCONFORMING GOODS

Rejection of goods for failure to conform to the requirements of this Agreement must be made within thirty (30) days after their delivery and inspection. The Authority will send written notification of the rejection to the Seller. The notice will state the basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected.

On receipt of notification of rejection, the Seller shall immediately arrange for the return shipment of the goods at the Seller's expense. The Seller shall ship conforming replacement goods within 10 days of the notice of rejection unless the Authority notifies the Seller to forgo the shipment before that date.

ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY

In addition to any of the remedies provided by law and by the Uniform Commercial Code, if the Seller is unable to provide services because of breakdown, product scheduling, lack of product or equipment or for any other reason, then the Authority may, on an order basis, go to the next qualified bidder.

ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER

The exclusive remedies of the Seller under this Agreement are to have any goods not paid for returned to the Seller, or to receive, on demand, the purchase price for any goods not paid for and not returned within sixty (60) days of the demand.

ARTICLE 14. WAIVER

No claim or right arising out of a breach of this Agreement will be discharged by the Authority in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is determined by the Authority to be appropriate and supported by consideration, is in writing, and is signed by the Executive Director or appointed designee.

ARTICLE 15. SELLER'S DELEGATION

The Seller may not delegate its performance in the delivery of goods under this Agreement without the prior written consent of the Authority. The Authority's consent may be given when the Authority has received satisfactory assurances that the quality of goods shall be equivalent to that of the contract goods, and that the delegation shall not otherwise adversely affect the Authority.

ARTICLE 16. CONTRACT TIME

The period of this Agreement shall be for a minimum of seven (7) years beginning on _____, and ending on _____. This Agreement may, in writing, executed with the same formalities as this Agreement, by mutual assent of the parties, be extended for three (3) additional twelve (12) month periods or portions thereof with future extensions based on market changes of liquid aluminum product components, up to a cumulative total of one-hundred and twenty (120) months.

ARTICLE 17. DRAFT CONTRACT DOCUMENT

The Draft Contract Documents which comprise the contract between the Authority and the Seller are attached hereto and made a part hereof and consists of the following:

- This Agreement;

- Invitation to Bid, including bid price, attached as Exhibit “A.2”;
- Technical Specifications, including the Minimum Specifications for Liquid Aluminum Sulfate, attached as Exhibit “B”;
- Safety Measures, attached as Exhibit “C”;
- Methodology/Proposed Project Timeline as Exhibit “D”;
- Product Pricing, Adjustment Methodology and Proposed Indices as Exhibit “E”; and
- Any written amendments or modification to this Agreement.

ARTICLE 18. TERMINATION

18.1. Termination on Notice. Either party may terminate this agreement for any reason on ninety (90) business days’ notice to the other party.

18.2. Termination for Material Breach. Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if

(a) the other party fails to perform, has made, or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and

(b) the failure, inaccuracy, or breach continues for a period of sixty (60) Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

18.3. Termination for Failure of Condition. Either party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if either

(a) any of the conditions precedent set out in the contract have not been, or it becomes apparent that any such conditions will not be, fulfilled by sixty (60) business days from initial notice, and

(b) such non-fulfillment was not due to the failure of the injured party to perform or comply with any of its representations, warranties, covenants, or conditions to be performed or complied with, or

(c) any of the conditions specifically applicable to the other party have not have been, or it becomes apparent that any such conditions will not be, fulfilled by sixty (60) business days.

18.4. Termination for Insolvency. If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with

immediate effect.

18.5. Termination Because of Law or Order. Either party may terminate this agreement with immediate effect if

(a) there is or becomes any Law that makes the performance of the terms of this agreement illegal or otherwise prohibited, or

(b) any Governmental Authority issues an Order restraining or enjoining the transactions under this agreement.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Florida law. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Agreement.

Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, or otherwise to protect the rights of the Authority, then all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party. The venue of any litigation resulting out of this Agreement shall be in the county or circuit court, whichever is applicable, Lake County, Florida.

ARTICLE 20. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of its parties and their partners, successors, assigns and legal representatives when permitted by this Agreement.

ARTICLE 21. EXCLUSIVITY

This shall be an exclusive contract with the Authority. In the event the Seller cannot supply the Authority with required amounts of Liquid Aluminum Sulfate, the Seller will arrange

for an interim alternate supply and utilize funds provided under a letter of credit to compensate the Authority for prices in excess of the contract price.

ARTICLE 22. MODIFICATION

This Agreement may be modified only in writing and signed by both parties and their duly authorized agents.

ARTICLE 23. INSURANCE REQUIREMENTS SPECIFICATIONS

Insurance coverage is required according to the following:

Comprehensive General Liability: \$1,000,000
Comprehensive Auto Liability: \$1,000,000
Pollution/Environmental Hazard Liability: \$1,000,000
Workers' Compensation: Statutory limits

All limits are per occurrence and must include Bodily Injury and Property Damage. All policies must be issued by an insurance carrier with a financial stability that is acceptable to the Authority. All policies are to be considered primary to Authority coverage and shall not contain co-insurance provisions. The appropriate policies are to be endorsed to include the Lake County Water Authority as Additional Insured.

ARTICLE 24. DAMAGES

It is recognized that Liquid Aluminum Sulfate is a corrosive chemical which requires special handling and suitable equipment. However, in the event that the Liquid Aluminum Sulfate delivered to the Authority is found to be nonconforming or contaminated and damages the Authority's equipment or site, the Authority may recover damages from the Seller.

ARTICLE 25. INDEMNIFICATION

The Seller agrees to indemnify, defend and hold harmless the Authority and its employees, agents and trustees, from all claims, losses, and expenses, including attorney's fees,

whether or not litigation is commenced, arising under, out of , through, or resulting from, this Agreement and/or performance of the work to be contracted and/or goods to be delivered, including but not limited to, claim, damage, loss, or expense attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including, but not limited to, loss of use resulting therefrom, caused in whole or in part by the goods and/or any intentional and/or negligent act or omission of the Seller, and/or Subcontractor(s), agent(s), invitee(s) and/or any of the Seller's and/or the Subcontractors' employees.

ARTICLE 26. INDEPENDENT SELLER

The Seller expressly warrants that it will not represent at any time or in any manner that the Seller or any of its agents, servants or employees are in any manner agents, servants or employees of the Authority. It is understood and agreed that the Seller is, and shall at all times remain as to the Authority, a wholly independent Seller and not an agent or employee of the Authority. It shall be the responsibility of the Seller to assure compliance with Local, State or Federal laws and regulations or other requirements as each may apply.

ARTICLE 27. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

ARTICLE 28. FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into

for any period of time deemed to be in the best interest of the Authority, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the Board of Trustees of funds therefor.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement shall be canceled and the Seller shall be entitled to reimbursement for the reasonable value of conforming goods and services received by the Authority to the date of cancellation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

ATTEST:

Lake County Water Authority

Michael J. Perry, Executive Director

WITNESS

SELLER

By: _____

By: _____

Print Name & Title

APPROVED AS TO FORM:

Carole Barice, General Counsel for
Lake County Water Authority

EXHIBIT "B"

TECHNICAL SPECIFICATIONS LIQUID ALUMINUM SULFATE (SELLER TO ATTACH MSDS SHEET)

Item No. 1 - Aluminum Sulfate (48.5% $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$)

Aluminum Sulfate (liquid) is a clear to light green/yellow colored solution. This chemical is intended specifically for use as a coagulant for industrial and municipal water and wastewater treatment applications.

1. Aluminum Sulfate (Alum) shall be in accordance with AWWA B403-03 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the Aluminum Sulfate complies with the applicable provisions of AWWA Standard B403-09 (or latest edition) and these specifications are required.
 - b. Alum shall be liquid only, of not less than 8.0 percent as Al_2O_3 .
 - c. Shipment shall be in bulk tanker truck.
 - d. Certified weight certificates for each shipment will be required.
2. Aluminum Sulfate shall meet NSF/ANSI Standard 60 or 61 as appropriate.

SDS SHEET
(TO BE ATTACHED BY SELLER)

EXHIBIT "C"

BIDDERS SAFETY MEASURES LIQUID ALUMINUM SULFATE

All successful bidders shall supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers). In addition, the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be supplied by the Seller. This section in no way relieves the successful bidder of its responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Seller shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Bidders personnel, equipment or method of delivery, Bidder shall immediately comply with all applicable terms and conditions of Reauthorization Act of 1986, 42 U.S.C.G. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, Ch. 252, Part II, Florida Statutes. The responsibility of compliance with Federal and State Rules and Regulations regarding vendor caused spills or releases shall hold the Authority harmless for any failure to properly report and/or comply with this provision.

All successful bidders shall provide an appropriate safe handling training course, within the first month of the contract, to all current NuRF operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

EXHIBIT “C”

**SAFETY MEASURES
(TO BE ATTACHED)**

EXHIBIT “D”

BIDDERS METHODOLOGY/PROPOSED PROJECT TIMELINE

All successful bidders must provide a comprehensive project schedule and plan, in the form of a Gantt chart or equivalent project timeline, showing major milestones, project tasks, related due dates and dependencies between these activities, necessary to meet the requirements of facility construction. Failure to provide a comprehensive project timeline and plan will be grounds for rejecting the proposal. The project timeline and plan should include but is not limited to the milestones and tasks below:

- 1) Construction project schedule provided to the LCWA
- 2) Copies of long lead-time orders provided to the LCWA
- 3) Land acquisition completed
- 4) Land use permit applications completed
- 5) Building department design review
- 6) Building department approval
- 5) Evidence the raw material contracts are in place or other guarantee of raw material supply
- 6) Application for NSF certification
- 7) Minimum capacity 72,000 gallon storage tank(s) constructed
- 8) Minimum 72,000 gallons of product meeting Exhibit “B” stored in local storage tanks and available
- 9) Provide evidence that contract or equivalent is in place with hauler

EXHIBIT “D”

**PROJECT TIMELINE
(TO BE ATTACHED)**

EXHIBIT “E”

PRODUCT PRICING, ADJUSTMENT METHODOLOGY AND PROPOSED INDICES

- A. Prices submitted with the response to this RFB and recorded on the resulting contract are to be firm for any product shipped throughout the first year; January 1, 2019 through December 31, 2019.
- B. Calendar quarters shall be Q1 = January 1 through March 31, Q2 = April 1 through June 30, Q3 = July 1 through September 30 and Q4 = October 1 through December 31.
- C. After year 1, the Authority will calculate economic price adjustments, which will be used to account for fluctuations in significant raw materials costs, as detailed below, based on the following schedule:
 - 1) Price adjustments effective for shipments made in Q1 will be finalized between January 1 and January 15
 - 2) Price adjustments effective for shipments made in Q2 will be finalized between April 1 and April 15
 - 3) Price adjustments effective for shipments made in Q3 will be finalized between July 1 and July 15
 - 4) Price adjustments effective for shipments made in Q4 will be finalized between October 1 and October 15

Economic price adjustments will apply to both escalation and de-escalation of the designated component indices.

- D. Effective January 1, 2020, the first economic price adjustment will be calculated for shipments made during the first quarter of 2020. This will be a special case price adjustment, because it will be calculated using the percentage change from the average fourth quarter 2019 component indices to the baseline indices, as established in the response to this RFB.
- E. After the first economic price adjustment, an adjustment will go into effect once per calendar quarter to account for fluctuations in the cost of significant raw materials, bauxite/aluminum trihydrate and sulfuric acid, and no more than once per calendar year for significant operating costs.
- F. Economic price adjustments for liquid aluminum sulfate (D), will be a combination of the changes in components (A), (B) and (C), where:

$$D = (A * X) + (B * Y) + C$$

And:

A = Bauxite or Aluminum Trihydrate Component Price, adjusted quarterly

B = Sulfuric Acid Component Price, adjusted quarterly

C = Overhead Component Price, adjusted annually at Seller’s request

X = % change in average index for A from previous quarter (Q-1) to quarter prior (Q-2)

all deliveries made in February are subject to a \$0.05 per gallon fuel surcharge. If the published price for diesel fuel on the final Monday of January is \$3.795 per gallon, no deliveries made in February are subject to a fuel surcharge.

Fuel surcharge shall be assessed for the total number of round-trip miles driven between the Seller's production facility and the NuRF location, and shall be based on the average fuel economy (in miles per gallon) of the Seller's fleet. The calculation for fuel surcharge, as applicable, shall be as follows:

$$X = \frac{A}{B} * C * (D - \$3.80)$$

Where:

X = Total assessed fuel surcharge for NuRF

A = Number of shipments delivered to NuRF

B = Average fuel economy of Seller's fleet (in miles per gallon)

C = Round-trip distance from Seller's production facility to NuRF (in miles)

D = Published diesel fuel price per gallon, rounded to the nearest hundredth

For example, if the NuRF receives the following shipments from the Seller in January:

A = 20 shipments

B = 5 miles per gallon

C = 40 miles

D = \$3.95 per gallon

Then the calculated fuel surcharge for the NuRF for February is:

$$X = \frac{20}{5} * 40 * (\$3.95 - \$3.80) = \$24.00$$

Seller shall provide distance from production facility to the NuRF as well as the average fuel economy of its fleet or its contract hauler's fleet of delivery trucks.

EXHIBIT “E”

**PRODUCT PRICING, ADJUSTMENT METHODOLOGY AND PROPOSED INDICES
(TO BE ATTACHED)**