

REQUEST FOR BIDS

BID NUMBER: 2015-09

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A BID ON ITEM (S) AS LISTED IN THIS BID REQUEST. IT IS THE INTENT OF THE EMERALD COAST UTILITIES AUTHORITY TO RECEIVE BIDS THAT WILL BE PUBLICLY OPENED AT **2:00 P.M., FEBRUARY 5, 2015**, FOR THE FOLLOWING:

“TRANSMISSION MAIN INTERRUPTION PLAN COMPONENTS-COLLAPSIBLE TANKS”

4 - 50,000 GALLON RAW WASTEWATER COLLAPSIBLE TANKS WITH GROUND CLOTHS

3 - 100,000 GALLON RAW WASTEWATER COLLAPSIBLE TANKS WITH GROUND CLOTHS

1 - 150,000 GALLON RAW WASTEWATER COLLAPSIBLE TANK WITH GROUND CLOTH

* THE MAXIMUM TANK DIMENSIONS (FILLED) SHALL BE WITHIN THE RANGES SPECIFIED. DIMENSIONS TO BE CLARIFIED BY EACH BIDDER (WRITE IN LENGTH, WIDTH, AND HEIGHT), FOR BID ANALYSES PURPOSES

SEALED BIDS WILL BE RECEIVED UNTIL **2:00 P.M., FEBRUARY 5, 2015**, BY THE PURCHASING AND STORES MANAGER, EMERALD COAST UTILITIES AUTHORITY, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA 32514. THE BIDS RECEIVED WILL THEN BE PUBLICLY OPENED AND READ. THE EMERALD COAST UTILITIES AUTHORITY RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY BID; REJECT ANY OR ALL PROPOSALS, IN WHOLE OR IN PART; RE-BID A PROJECT, IN WHOLE OR IN PART; AND TO ACCEPT A PROPOSAL THAT IN ITS JUDGMENT IS THE LOWEST AND BEST BID OF A RESPONSIBLE BIDDER. IN ACCEPTING A BID, ECUA MAY AWARD A CONTRACT BASED ONLY ON THE BASE BID, THE BASE BID PLUS ALL ALTERNATES, OR THE BASE BID PLUS ANY ALTERNATES WHICH ECUA SELECTS, OR AWARD BASE BID ITEMS TO DIFFERENT ENTITIES – WITH ALL DECISIONS BEING MADE BASED UPON WHAT ECUA BELIEVES TO BE THE BEST INTERESTS OF ITS RATEPAYERS, IN THE REASONABLE EXERCISE OF ITS DISCRETION. ECUA FURTHER RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES AS MAY BE REQUIRED TO MEET THE NEEDS OF ECUA, AT THE UNIT PRICES WHICH WERE BID.

LEGAL ADVERTISEMENT

Sealed bids for Bid 2015 09, Transmission Main Interruption Plan Components – Collapsible Tanks, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., local time, February 5, 2015, at which time bids submitted will be publicly opened and read.

It is the intent of ECUA to purchase and store the purchased items for future emergency repairs on large transmission mains. Tanks will have to meet all current specifications used for the construction of mentioned collapsible storage tanks. Allowable/acceptable manufacturers are ISO 9001:2008 registered. Proposal form provided to be completed showing any alterations (based on manufacturer recommended limits) as alternate bid.

Specifications and information may be examined and obtained from the ECUA Purchasing and Stores Manager (850-969-3350), or via the ECUA website at www.ecua.fl.gov under the tab, Doing Business with ECUA – Bid Opportunities. Bids received after the closing time will be returned unopened. ECUA reserves the right to reject any or all bids and re-advertise.

All questions about the meaning or intent of the bidding documents are to be submitted to Amy Williamson at ECUA, in writing via email at amy.williamson@ecua.fl.gov up to seven (7) days prior to the bid opening. Interpretations or clarification considered necessary by ECUA in response to such questions will be issued by addenda to the ECUA website to all parties registered to receive documents about this bid via the website. Questions received less than seven (7) calendar days prior to the date for the opening of bids will not be answered. Only questions answered by addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The Emerald Coast Utilities Authority reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; rebid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. In accepting a bid, ECUA may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which ECUA selects – with all decisions being made based upon what ECUA believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. ECUA further reserves the right to increase or decrease quantities as may be required to meet the needs of ECUA at the unit price which was bid. The ECUA does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status, and disability/handicapped status, veteran status, or any other legally protected status in employment or provision of service.

Proposed Advertising Date 1/15/15

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

STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Emerald Coast Utilities Authority Vendors' list for this commodity/service.

We the undersigned have declined to bid on requested commodity/service Bid Number 2015 09, Collapsible Tanks for the following reasons:

- Specifications too "tight," i.e. geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this commodity/service.
- Other (specify below).

Remarks:

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

NOTE: Statement of No Bid may be faxed into the Purchasing and Stores Division, (850-969-3384) Attention: Amy Williamson or emailed to amy.williamson@ecua.fl.gov

INSTRUCTIONS TO BIDDERS

ALL THESE TERMS AND CONDITIONS ARE A PART OF THIS BID REQUEST.

1. BID SCHEDULE:

BIDS ARE PRESENTLY SCHEDULED TO BE PUBLICLY OPENED AND READ AT 2:00 P.M., FEBRUARY 5, 2015 IN THE ECUA PURCHASING SECTION, 2ND FLOOR, CUSTOMER SERVICE BUILDING, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK. ECUA STAFF WILL REVIEW ALL BIDS AND FORWARD THEIR RECOMMENDATIONS TO THE ECUA BOARD AT THEIR MEETING SCHEDULED FOR 3:00 P.M., FEBRUARY 26, 2015 IN THE ECUA BOARD ROOM, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK.

2. BID SUBMISSION:

ONE ORIGINAL AND FOUR (4) COPIES OF THE BIDS TO BE CONSIDERED MUST BE IN THE POSSESSION OF THE EMERALD COAST UTILITIES AUTHORITY PURCHASING AND STORES MANAGER. BIDS MAY BE MAILED OR DELIVERED TO HIS OFFICE AT 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA, 32514, IN A SEALED ENVELOPE CLEARLY MARKED WITH THE TIME AND DATE OF THE OPENING. REGARDLESS OF THE METHOD OF DELIVERY, EACH BIDDER SHALL BE RESPONSIBLE FOR HIS BID(S) BEING DELIVERED ON TIME, AS THE EMERALD COAST UTILITIES AUTHORITY ASSUMES NO RESPONSIBILITY FOR SAME. PROPOSALS OFFERED OR RECEIVED AFTER THE TIME SET FOR THE BID OPENING WILL BE REJECTED AND RETURNED UNOPENED TO THE BIDDER.

3. CONVICTION OF PUBLIC ENTITY CRIME

A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO (\$35,000) FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

4. BID WITHDRAWAL:

NO BID MAY BE WITHDRAWN FOR A PERIOD OF NINETY (90) DAYS FROM THE BID OPENING. PRICES MAY NOT BE MODIFIED DURING THIS PERIOD. PROPOSALS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE BID OPENING TIME.

5. BID AUTHORIZATION:

ALL BIDS MUST BE SUBMITTED ON THE FORM PROVIDED BY THE EMERALD COAST UTILITIES AUTHORITY AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY PLACING THE BID. ONE COMPLETE SET OF BID FORMS WILL BE FURNISHED EACH COMPANY INTERESTED IN BIDDING.

6. BID ERRORS:

A BIDDER MAY NOT MODIFY ITS BID AFTER BID OPENING. ERRORS IN THE EXTENSION OF UNIT PRICES STATED IN A BID OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION IN A BID MAY BE CORRECTED BY THE PURCHASING AND STORES MANAGER PRIOR TO AWARD. IN SUCH CASES, UNIT PRICES SHALL NOT BE CHANGED.

7. AWARD OF BID:

ECUA RESERVES THE RIGHT TO ESTABLISH PRIORITIES AND TO AWARD THE CONTRACT TO A SINGLE BIDDER BASED UPON THE TOTAL BID OR TO MULTIPLE VENDORS BASED UPON THE ITEMS INDIVIDUALLY BID. ECUA ALSO RESERVES THE RIGHT TO SELECTIVELY PURCHASE ANY SINGLE OR ANY MULTIPLE ITEMS FROM THIS BID.

8. TAXES:

DO NOT INCLUDE ANY TAX WITH YOUR BID. THE EMERALD COAST UTILITIES AUTHORITY IS EXEMPT FROM FEDERAL, STATE AND LOCAL TAXES. TAX EXEMPT NUMBER 85-8012640152C-4 APPLIES.

9. TERMS:

MINIMUM TERMS WILL BE NET 30 (30 DAYS AFTER RECEIPT OF MATERIAL/SERVICE) UNLESS A DISCOUNT IS INVOLVED. TERMS OFFERING A DISCOUNT FOR PROMPT PAYMENT WILL ONLY BE CONSIDERED IN DETERMINING THE LOW BID IF THE DISCOUNT PERIOD IS 15 DAYS OR GREATER (15 DAYS AFTER RECEIPT OF MATERIAL/SERVICE OR INVOICE, WHICHEVER IS GREATER).

10. BID TABULATIONS:

BID TABULATIONS WILL BE POSTED FOR REVIEW IN THE PURCHASE SECTION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK ON OR ABOUT FEBRUARY 5, 2015, AND WILL REMAIN POSTED FOR 72 HOURS EXCLUDING WEEKENDS AND HOLIDAYS.

11. BID QUESTIONS:

IF ANY BIDDER HAS A QUESTION CONCERNING THE BID SPECIFICATIONS OR BID PROCEDURES, PLEASE FORWARD THE INQUIRY TO THE PURCHASING AND STORES MANAGER BEFORE JANUARY 30, 2015, FOR CONSIDERATION.

EMERALD COAST UTILITIES AUTHORITY
ATTN: PURCHASING AND STORES MANAGER
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514-7038
PHONE: 850-969-3350
FAX: 850-969-3384
EMAIL: amy.williamson@ecua.fl.gov

12. COMPLIANCE WITH SPECIFICATIONS:

IN ORDER TO DETERMINE THAT YOUR BID COMPLIES WITH BID SPECIFICATIONS, PRODUCT LITERATURE AND/OR DATA/INFORMATION SHOULD BE INCLUDED WITH THE BID PROPOSAL. ANY DEVIATIONS FROM THE BID SPECIFICATIONS SHOULD BE IDENTIFIED SEPARATELY.

13. UNIFORM COMMERCIAL CODE:

THE UNIFORM COMMERCIAL CODE (FLORIDA STATUTES, CHAPTER 672) SHALL PREVAIL AS THE BASIS FOR CONTRACTUAL OBLIGATIONS BETWEEN THE AWARDED VENDOR/CONTRACTOR AND EMERALD COAST UTILITIES AUTHORITY FOR ANY TERMS AND CONDITIONS NOT SPECIFICALLY STATED IN THIS INVITATION FOR BID.

14. EXECUTION OF CONTRACT:

ANY ACTION OF ECUA IN AWARDING THE PURCHASE OF ANY MATERIAL OR PERFORMANCE OF A SERVICE IS SUBJECT TO AND CONDITIONED UPON THE EXECUTION OF A WRITTEN PURCHASE CONTRACT AND/OR A PURCHASE ORDER BETWEEN ECUA AND THE VENDOR.

15. CONTRACTUAL AGREEMENT:

THIS INVITATION FOR BID SHALL BE INCLUDED AND INCORPORATED IN THE FINAL CONTRACT OR PURCHASE ORDER. THE ORDER OF CONTRACT PRECEDENCE WILL BE THE CONTRACT (PURCHASE ORDER), BID DOCUMENT AND RESPONSE. ANY AND ALL LEGAL ACTION NECESSARY TO ENFORCE THE CONTRACT WILL BE HELD IN ESCAMBIA COUNTY AND THE CONTRACT WILL BE INTERPRETED ACCORDING TO THE LAWS OF FLORIDA.

16. PROTESTS:

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE DIRECTLY AND ADVERSELY AFFECTED BY THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT OR BY PLANS OR SPECIFICATIONS CONTAINED IN AN INVITATION TO BID OR REQUEST FOR PROPOSALS MAY FILE A PROTEST IN ACCORDANCE WITH THE FOLLOWING RULES AND SECTION 12 OF THE ECUA ACT (CHAPTER 2001-324, LAWS OF FLORIDA AS AMENDED).

NOTICE OF PROTEST OF PLANS, SPECIFICATIONS OR OTHER REQUIREMENTS CONTAINED IN AN INVITATION TO BID OR IN A REQUEST FOR PROPOSALS SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING RECEIPT OF THE PLANS OR SPECIFICATIONS. NOTICE OF PROTEST OF THE REJECTION OF A BID OR PROPOSAL AS NON-RESPONSIVE SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE TO THE BIDDER OF THE REJECTION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE POSTING OF THE BID TABULATION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO A BIDDER OTHER THAN THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE OF THE AWARD OF A PURCHASE ORDER OR CONTRACT.

A NOTICE OF PROTEST SHALL BE IN WRITING AND SHALL STATE THE SUBJECT MATTER OF THE PROTEST.

A FORMAL WRITTEN PROTEST SHALL BE FILED WITHIN SEVEN (7) BUSINESS DAYS AFTER THE FILING OF NOTICE OF PROTEST. A FORMAL WRITTEN PROTEST SHALL STATE WITH PARTICULARITY THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED.

NOTICE OF PROTEST AND FORMAL WRITTEN PROTEST OF PLANS OR SPECIFICATIONS FOR OR THE AWARD OR INTENDED AWARD OF A CONTRACT SHALL BE FILED WITH THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE.

FAILURE TO FILE A NOTICE OF PROTEST OR FAILURE TO FILE A FORMAL WRITTEN PROTEST WITHIN THE TIMES PERMITTED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER THESE RULES AND UNDER SECTION 12 OF CHAPTER 2001-324, LAWS OF FLORIDA, AS AMENDED.

UPON RECEIPT OF A NOTICE OF PROTEST WHICH HAS BEEN TIMELY FILED, THE EXECUTIVE DIRECTOR SHALL STOP THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS UNTIL THE PROTEST HAS BEEN RESOLVED. HOWEVER, THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS MAY PROCEED WHEN THE EXECUTIVE DIRECTOR DETERMINES THAT DELAY WOULD BE DETRIMENTAL TO THE INTERESTS OF ECUA. ANY AWARD OF A PURCHASE ORDER OR CONTRACT UNDER SUCH CONDITIONS SHALL BE SUBJECT TO THE OUTCOME OF THE PROTEST. AFTER THE AWARD OF A CONTRACT OR PURCHASE ORDER RESULTING FROM A BID IN WHICH A TIMELY PROTEST WAS RECEIVED AND IN WHICH ECUA DID NOT PREVAIL, ECUA MAY TAKE SUCH ACTION AS IT CONSIDERS APPROPRIATE, WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, AWARD OF THE CONTRACT OR PURCHASE ORDER TO THE PREVAILING PARTY, CANCELLATION OF THE CONTRACT OR PURCHASE ORDER, OR REBIDDING.

THE EXECUTIVE DIRECTOR SHALL PROVIDE REASONABLE OPPORTUNITY TO RESOLVE A PROTEST BY AGREEMENT. IF AGREEMENT IS NOT REACHED WITHIN SUCH TIME AS THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE CONSIDERS REASONABLE UNDER THE CIRCUMSTANCES, THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL REVIEW THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED, AND SHALL RENDER A DECISION WHICH SHALL BE IN WRITING AND SHALL BE PROMPTLY TRANSMITTED TO THE PROTESTOR.

IF THE PROTESTOR WISHES TO CONTINUE THE PROTEST BEYOND THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE, THE PROTESTOR SHALL BE REQUIRED TO FILE A PETITION FOR REVIEW BY THE ECUA BOARD. THIS PETITION SHALL BE MADE IN WRITING AND PRESENTED TO THE EXECUTIVE DIRECTOR WITHIN TEN (10) DAYS AFTER NOTICE OF THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE; OTHERWISE, THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL BE FINAL AND BINDING. SUCH PETITION SHALL STATE THE PARTICULAR GROUNDS ON WHICH IT IS BASED AND MAY INCLUDE PERTINENT DOCUMENTS AND EVIDENCE RELATING THERETO. ANY GROUNDS NOT STATED SHALL BE DEEMED TO HAVE BEEN WAIVED BY THE PROTESTOR. THIS PETITION MUST ALSO BE ACCOMPANIED BY A PROTEST BOND OF AN AMOUNT EQUAL TO 1.0 PERCENT (1%) OF THE VALUE OF THE SOLICITATION, BUT IN NO CASE LESS THAN \$1,000 NOR GREATER THAN \$10,000.00. THIS BOND SHALL BE IN THE FORM OF A MONEY ORDER, CERTIFIED CASHIER'S CHECK, OR CERTIFIED BANK CHECK MADE PAYABLE TO THE EMERALD COAST UTILITIES AUTHORITY. FAILURE TO POST

SUCH BOND WITHIN TEN (10) BUSINESS DAYS AFTER THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL RESULT IN THE PROTEST BEING DISMISSED BY THE EXECUTIVE DIRECTOR.

THE BOND REQUIRED BY THE ABOVE PARAGRAPH SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS AND CHARGES WHICH MAY BE ADJUDGED AGAINST THE PERSON FILING THE PETITION FOR REVIEW. IF THE PROTESTOR PREVAILS, THE BOND SHALL BE RETURNED TO THE PROTESTOR. IF HOWEVER, ECUA PREVAILS, THE BOND SHALL BE FORFEITED, AND ECUA SHALL BE ENTITLED TO RECOVER THE COSTS AND CHARGES, EXCLUDING ATTORNEY'S FEES, OF SUCH HEARING. THE ENTIRE AMOUNT OF THE BOND ALSO SHALL BE FORFEITED IF IT IS DETERMINED THAT A PROTEST WAS FILED FOR A FRIVOLOUS OR IMPROPER PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE PURPOSE OF HARASSING, CAUSING UNNECESSARY DELAY, OR CAUSING NEEDLESS COST FOR ECUA OR ANOTHER INTERESTED PARTY/PARTIES.

ANY NOTICE REQUIRED OR PERMITTED UNDER THIS BID PROTEST PROCEDURE SHALL BE EFFECTIVE WHEN DELIVERED PERSONALLY OR BY FACSIMILE, OR WHEN DEPOSITED IN THE U.S. MAIL. IF NOTICE IS GIVEN ONLY BY MAIL, THREE (3) DAYS SHALL BE ADDED TO THE TIME WITHIN WHICH A PROTESTOR MAY FILE A NOTICE OF PROTEST OR PETITION FOR REVIEW.

17. CONDUCT OF PARTICIPANTS:

AFTER THE ISSUANCE OF ANY SOLICITATION, ALL BIDDERS/PROPOSERS/PROTESTORS OR INDIVIDUALS ACTING ON THEIR BEHALF ARE HEREBY PROHIBITED FROM LOBBYING AS DEFINED HEREIN OR OTHERWISE ATTEMPTING TO PERSUADE OR INFLUENCE ANY ELECTED ECUA OFFICIALS, THEIR AGENTS OR EMPLOYEES OR ANY MEMBER OF THE RELEVANT SELECTION COMMITTEE AT ANY TIME DURING THE BLACKOUT PERIOD AS DEFINED HEREIN; PROVIDED, HOWEVER, NOTHING HEREIN SHALL PROHIBIT BIDDERS/PROPOSERS/PROTESTORS OR INDIVIDUALS ACTING ON THEIR BEHALF FROM COMMUNICATING WITH THE PURCHASING STAFF CONCERNING A PENDING SOLICITATION UNLESS OTHERWISE PROVIDED IN THE SOLICITATION OR UNLESS OTHERWISE DIRECTED BY THE PURCHASING MANAGER.

LOBBYING MEANS THE ATTEMPT TO INFLUENCE THE THINKING OF ELECTED ECUA OFFICIALS, THEIR AGENTS OR EMPLOYEES OR ANY MEMBER OF THE RELEVANT SELECTION COMMITTEE FOR OR AGAINST A SPECIFIC CAUSE RELATED TO A PENDING SOLICITATION FOR GOODS OR SERVICES, IN PERSON, BY MAIL, BY FACSIMILE, BY TELEPHONE, BY ELECTRONIC MAIL, OR BY ANY OTHER MEANS OF COMMUNICATION.

18. BLACKOUT PERIOD:

BLACKOUT PERIOD MEANS THE PERIOD BETWEEN THE TIME THE BIDS/PROPOSALS FOR INVITATION TO BID OR THE REQUEST FOR PROPOSAL, OR QUALIFICATIONS, OR INFORMATION, OR REQUESTS FOR LETTERS OF INTEREST, OR THE INVITATION TO NEGOTIATE, AS APPLICABLE, ARE RECEIVED AT THE ECUA OFFICE OF PURCHASING AND THE TIME THE ECUA BOARD AWARDS THE CONTRACT AND ANY RESULTING BID PROTEST IS RESOLVED OR THE SOLICITATION IS OTHERWISE CANCELLED.

19. CONTRACTS EXCEEDING ONE YEAR:

WHEN APPLICABLE, A CONTRACT MAY BE RENEWED CONTINGENT UPON COST FACTORS, MUTUAL AGREEMENT, SATISFACTORY PERFORMANCE EVALUATIONS, AVAILABILITY OF FUNDS AND ECUA BOARD APPROVAL. ECUA'S PERFORMANCE AND OBLIGATION TO PAY FOR THE PURCHASE OF SERVICES OR TANGIBLE PERSONAL PROPERTY OF A PERIOD IN EXCESS OF ONE (1) FISCAL YEAR UNDER ANY CONTRACTUAL RELATIONSHIP IS CONTINGENT UPON AN ANNUAL BUDGET APPROVAL BY THE ECUA BOARD.

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DIVISION 2

02900 COLLAPSIBLE, FABRIC, TANKS, 50K, 100K, 150K.....04 - 30

SECTION 02900 – COLLAPSIBLE, FABRIC, TANKS 50K, 100K, 150K

PART 1 – GENERAL

1.01 General Description of Work Covered

Furnish Collapsible Fabric Tanks, fittings, and accessories required for the temporary storage of raw sewage when quick storage facilities are needed. The filled dimensions of the portable tanks shall be within the ranges stated herein. It is intended that the tanks provide a twelve-year storage life and three-year service life.

1.02 Applicable Documents

1.02.1 General

The documents listed in this section are specified in section 3 of this specification. This section does not include documents cited in other sections of this specification or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned that they must meet all specified requirements documents cited in section 3 of this specification, whether or not they are listed below.

1.02.2 Government Documents

1.02.2.1 Specifications, Standards, and Handbooks

The following specifications, standards, and handbooks form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the issue of the Department of Defense Index of Specifications and Standards (DoDISS) and supplement thereto, cited in the solicitation.

FEDERAL

- FED-STD-191 - Textile Test Methods
- FED-STD-595 - Colors used in Government Procurements
- A-A-59326 - Coupling Halves, Quick-Disconnect, Cam Locking Type

DEPARTMENT OF DEFENSE

- MIL-T-53029C - Tanks, Fabric, Collapsible
- MIL-PRF-20696F - Cloth, Waterproof, Weather Resistant
- MIL-PRF-32233A - Tanks Collapsible

1.02.2.2 Other Government Documents

The following purchase descriptions forms a part of this document to the extent specified herein. Unless otherwise specified, the issue is that cited in the solicitation.

PURCHASE DESCRIPTIONS

- ATPD 2263 - Repair Kit and Repair Components, For Collapsible Fabric Tanks and Drums
- ATPD 2265 - Tanks, Fabric, Collapsible

1.02.3 Non-Government Publications

The following documents form a part of this document to the extent specified herein. Unless otherwise specified, the issues of the documents which are DoD adopted are those listed in the issues of the DoDISS cited in the solicitation. Unless otherwise specified, the issues of the documents not in the DoDISS are the issues of the document cited in the solicitation.

AMERICAN ASSOCIATION OF TEXTILE CHEMISTS AND COLORISTS (AATCC)

- AATCC 111 - Weather Resistance of textiles: Exposure to daylight and weather

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Construction material and methods shall also comply with the requirements of the latest published editions of the American Society for Testing and Materials (ASTM) Standards.

- ASTM D 412 - Vulcanized Rubber and Thermoplastic Elastomer-Tension
- ASTM D 413 - Rubber Property - Adhesion to Flexible Substrate
- ASTM D 429 - Rubber Property - Adhesion to Rigid Substrates
- ASTM D 471 - Rubber Property - Effects of Liquids
- ASTM D 750 - Rubber Deterioration in Carbon Arc Weathering Apparatus
- ASTM D 751 - Coated Fabrics
- ASTM D 1149 - Rubber Deterioration - Surface Ozone Cracking in a Chamber
- ASTM D 3376 - Mass Per Unit Area (Weight) of Fabric
- ASTM D 5035 - Breaking Force and Elongation of Textile Fabrics (Strip Method)

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- B16.15 - Cast Bronze Threaded Fittings.
- B18.2.1 - Square and Bolts and Screws (Inch Series).
- B18.2.2 - Square and Hex Nuts (Inch Series).
- B18.21.1 - Lock Washers.
- B18.22.1 - Plain Washers.
- H35.1 - Alloy and Temper Designation Systems for Aluminum.

- 1.03 Order of precedence
In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.
- 1.04 Accepted Manufacturers
To ensure compatibility with industrial standards manufacturers shall be ISO 9001:2008 registered.
- 1.05 Shop Drawings
The manufacturer shall submit to the Owner for review and approval working drawings, test reports, data on materials and components, and material samples. A minimum of five sets of information shall be submitted.
- 1.06 Operation and Maintenance Manuals
Operation and maintenance manuals shall be provided within 15 calendar days after receipt of the first tank delivered. The manufacturer shall furnish five (5) sets of bound manuals in 3-ring binders in addition to three (3) electronic versions on DVD. All material shall be marked with project identification, and inapplicable information shall be marked out or deleted. The manuals shall be prepared specifically for this order and shall include all required catalog cuts, drawings, equipment list, descriptions, etc., that are required to instruct operating and maintenance personnel unfamiliar with such equipment. All materials shall contain only original pamphlets, brochures and equipment cut sheets. The manuals shall include, but not be limited to, the following additional information:
- A. Long Term storage
 - B. Frequency of inspection
 - C. Deployment operations
 - D. Filling, draining, and cleaning operations
 - E. Preparation for storage and folding operations, including drying of tank
 - F. Component data (appurtenances, accessories, etc.)
 - G. Emergency and long-term repair procedures
- 1.07 On-site Deployment Demonstration – Alternate bid No. 1
Manufacturer shall provide at least one representative for on-site demonstration of the deployment operations for one of the 50,000 gallon tanks. The Owner shall provide the deployment site, transport, unload, deploy, fold, load, transport, and unload back to storage facility under the observation and guidance of the manufacturer’s representative. A minimum of seven calendar days’ notice shall be given to the manufacturer of the date and time of the demonstration is scheduled.
- 1.08 Payment Schedule
The following payment schedule shall be used:

Approved Shop Drawings.....	20%
Receipt of O&M Manuals.....	10%
Delivery of all components *	60%
Deployment demonstration.....	10%

* Should the Deployment demonstration not be accepted under Bid Alternate No. 1, this value shall be increased to 70%.

PART 2 – MATERIALS

2.01 General

All items furnished shall be new and unused. The collapsible tanks shall consist of an elastomeric coated fabric with attached handles and fittings, packaged repair items, accessories and ground cloths in storage containers. All tanks, fittings and accessories shall be suitable and rated for appropriate gallon capacity and shall be made in the United States. The tank assembly shall be for storage of raw sewage. The tank shall be capable of storing raw sewage for a minimum of 120 continuous days when exposed to an operating temperature range of 20°F to 110°F without leaking. The tank assembly shall be capable of minimum of twelve continuous years of dry storage, and a service life of three continuous years, in the environmental conditions specified herein. Tank assembly shall be capable of being drained, folded, stored, and deployed a minimum of four times during its storage life. The tank assembly shall not require any cleaning or maintenance when taken out of storage prior to the initial time it is placed into service. The tanks shall be as described below in Table 2.01 – General.

Table 2.01 - General			
Nominal Tank Capacity (Gal.)*	Dimensions (ft.)		
	Width	Height	Length
50,000	20' to 24'	5.5' to 6.5'	Calculated by Manufacturer
100,000	20' to 24'	5.5' to 6.5'	Calculated by Manufacturer
150,000	20' to 24'	5.5' to 6.5'	Calculated by Manufacturer
*Manufacturer shall take into account the reduction in volume due to the rounded corners construction.			

2.02 Delivery, Storage and Handling

Certificates of compliance with specifications shall be required for all material used on the project. All materials shall be protected during transportation, unloading, storage, and subsequent handling to avoid physical damage. All material shall be stored to prevent physical deterioration due to sun and weather. The ECUA reserves the right to reject material, which in any way does not meet the requirements of these specifications.

2.03 Tank Construction

The tanks shall be fabricated from coated fabric as specified herein. The configuration and dimensions of the tanks and the location of the fittings and handles shall be as defined herein. Seams shall not coincide with tank fittings. The longitudinal seams of the tank top shall not coincide with the seams of the tank bottom at each end closure. Coated fabric panels may be spliced together; however, all splices shall conform to requirements for seams as specified in Table 2.04. Splices in adjacent panels shall not coincide. On both the interior and exterior of the tanks, all coated fabric, edges of seams, fabric flanges of fittings, and splices shall be covered to a thickness of not less than 10 mils with coated fabric. All tank fittings shall be located a minimum of 8 inches away from any seam or splice. The corners of the tanks are preferred to be rounded, and not pinched or rectangular. Rectangular corners may be acceptable provided the manufacturer can document a minimum of 20 years of service with a failure rate of 1% or less of the tanks manufactured.

2.04 Tank Openings

All openings into the tanks shall be sealed with the respective plugs or caps provided for that purpose. Each tank shall be dusted with a talc or other antisticking compound to prevent adhesion to itself. The talc or compound shall not adversely affect the characteristics of raw sewage. Permanently attached fittings shall be protected with cushioning material conforming to and secured in place as specified in Section 3.02.1.2. The tank shall be laid flat, completely collapsed and then folded or rolled to form a loose bundle. The bundle shall be secured with web ties. The means of securing the bundle shall not subject the tank to the hazards of any sharp metal objects utilized either as a component of a securing device or as a tool for releasing the means.

2.05 Materials Deterioration Prevention and Control

The tanks shall be fabricated from compatible materials or treated to provide protection against the various forms of corrosion and deterioration that may be encountered in any of the operating and storage environments to which the tank may be exposed.

2.06 Tank Performance

The tank and components shall withstand folded storage at ambient temperatures from 10°F to 130°F, without damage or leakage when subsequently filled with raw sewage. The tank and components shall be suitable for operational use at ambient temperatures from 20°F to 110°F. The tank shall not be damaged during service life when exposed to relative humidity up to 100 percent. The tank shall be suitable for continuous contact with rainwater and ground water. There shall be no leakage or seepage when the tank is filled to its rated capacity. The tank shall not leak when subjected to a 24-hour water storage test. The tank shall be capable of withstanding an internal air pressure of 0.50 psi for a minimum of 30 minutes without evidence of leakage.

2.07 Materials

Materials shall be as specified herein, but is ultimately the responsibility of the contractor. Material not specified shall be selected by the contractor and shall be subject to all

provisions of this specification. Tanks shall be made with materials that meet or exceed the requirements specified herein or contained in the referenced standards and documents. The finished fabric tank shall contain no materials or substances which might leach out or disintegrate. Tanks shall not be made with materials that fail to meet the requirements specified herein. However, conformance to these requirements shall not be construed as justification for failing to meet other requirements of this specification. Each component of the tank assembly shall be fabricated from compatible materials, inherently corrosion resistant, or treated to provide protection against various forms of corrosion or deterioration to which they are susceptible.

2.07.1 Samples for Approval

The contractor shall furnish test report samples of coated fabric and samples of seams. The coated fabric sample shall be a minimum of one square yard. The seam sample shall be a minimum of 36 inches of seam with a minimum of 6 inches of coated fabric on either side of the seam. Samples shall be fabricated using production personnel and techniques. Samples shall be marked with the appropriate Purchase Order number.

2.07.2 Cloth

When tested as specified in Section 2.20, the cloth of the coated fabric shall have a retained breaking strength that is not less than 80 percent of its initial breaking strength warp and fill.

2.07.3 Coating Compounds

The coatings shall conform to Table 2.02. All coatings which may directly contact or indirectly affect the contents shall be suitable for use with raw sewage. The coatings shall be for the use when in continuous contact with rainwater and ground water, and shall be ozone resistant and weather resistant.

2.07.4 Coated Fabric

The coated fabric shall be free from blisters, holidays, or pinholes and shall show no sign of coating delamination. The coated fabric shall meet or exceed the requirements of Table 2.03.

2.07.5 Certification

The contractor shall provide certification that all surfaces of the tank that contact raw sewage are compatible with long term storage (120 days minimum per event) of raw sewage.

2.08 Safety Factor

The tank shall have a rated capacity as specified herein with a minimum safety factor of 4.0 times the maximum in-plane principal stress (manufacturer calculated design stress) that is dependent upon the material used and the materials' rate of degradation. This calculated safety factor shall apply throughout the minimum three year service life, and twelve year storage life with exposure to all other environmental conditions contained in this specification.

2.09 Cycling

The tank assembly shall be capable of withstanding cycling throughout the service life as specified herein.

2.10 Workmanship

The fabric-reinforced flange-type fittings shall contain no gum voids, cracks or tears that could adversely affect the strength of the assembly. All metal parts shall be clean and free of sand, dirt, scale, flux, burrs, sharp edges, and corrosion, and shall not be broken or malformed. Metal surfaces shall be smooth with edges rounded or beveled. The inside and outside of the tank shall be clean and free of foreign materials (excluding talc or anti-sticking compound). Any necessary rework and repair shall meet all applicable requirements of this specification. The cemented surfaces of all spliced areas, fitting flanges, and patch-type repairs shall affect a bond that will result in strength of the cemented area not less than the strength of adjacent tank fabric. Fabric components shall be free of holes, cuts, or tears, thin, or weak areas, caused by abrasion, exposed fabric, blisters, holidays, tunnels, unadhered pockets, loose edges, or any delamination of coating.

2.11 Color

Unless otherwise specified, the color of the tank exterior (the coating of the coated fabric, seams, cap stripping and chafing patches), and ground cloth shall be selected by the Owner during the shop drawing review process from color chips that meet the requirements of FED-STD-595, general match. It is recommended that the interior coating of the fabric not have any pigmentation added to its compound (the fabric should be visible through this coating). All surfaces, normally painted shall be cleaned, treated, and painted in accordance with the manufacture's standard commercial practice.

Table 2.02 - Coatings				
Test Property	Requirements	Test Methods		Internal/External Coating
		ASTM	Paragraph	
Original Properties: Tensile strength (initial) Ultimate elongation	1500 psi (min) 300% (min)	D 412	2.20.10.1	Internal & External
Properties after immersion in distilled water at 180 ± 2°F for the following duration: 14 days: Tensile strength retention 28 days: Tensile strength retention	80% (min) 70% (min)	D 412 D 471	2.20.10.2	Internal & External
Weather resistance: 1500 hours exposure and 10% elongation: Tensile strength retention	75% (min)	D 750	2.20.10.3	External
Ozone resistance	No cracks under 7X lens	D 1149	2.20.10.4	Internal & External

Table 2.03 – Coated Fabric				
Test Property	Requirements	Test Methods		
		ASTM	AATCC	Paragraph
Weight (oz/sq yd)	35 (min) – 62 (max)	D 3776		2.20.11
Tear strength (warp & fill lb, min)	35	D 751		2.20.11
Breaking strength (warp & fill lb/in, min)	500	D 751 Proc. B		2.20.11
Puncture resistance (lbs, min)	200	D 751		2.20.11.1
Weather resistance, 500 hrs exposure and 5% elongation, warp & fill: Breaking strength retention % (min)	90	D 750 D751 Proc. B	111	2.20.11
Low temperature crease resistance: Appearance	No cracking, peeling, or delamination under 7X lens			2.20.11.2
Blocking	Separate within 5 seconds			2.20.11.3
Coating adhesion: Initial (lb/in, min)	30	D 413 Machine Method		2.20.11.4 & 2.20.11.4.1
Coating adhesion after immersion in distilled water at 180 ± 2°F for the following durations: 14 days (lb/in, min) 28 days (lb/in, min)	20 20	D 413 Machine Method & D 471		2.20.11.4 & 2.20.11.4.1
Coating Thickness	10 mils (minimum)			2.20.11.5

2.12 Seams

All tanks seams shall conform to the requirements of Table 2.04. All seams, including end closures, handle patches, flanges of fittings, and any other areas of the tank where two materials are joined shall meet or exceed all the strength properties of the tank material.

2.13 Lap joints and butt joints

Lap joints or butt joints shall be used to fabricate seams between adjacent panels and splices. Lap joints shall have a minimum overlap length of 1.5 inches. Lap joints shall have a gum strip or adhesive barrier centered over the inner and outer exposed coated fabric edge to prevent wicking through the fabric. Butt joints shall have a 2-inch (minimum) wide patch centered over the butted joint on both sides of the coated fabric.

Test Property	Requirements	Test Methods	
		ASTM	Paragraph
Breaking strength: Initial (lb/in, min)	500	D 751 Method B	2.20.12.1
After immersion in water at 180 ± 2°F for:			
14 days (lb/in, min)	400	D 751 Method B	2.20.12.1
28 days (lb/in, min)	400	& D 471	
Dead load shear resistance under 100 lb/in stress at 200°F for 8 hrs.	0.1 in slippage (max)		2.20.12.2
Seam peel adhesion: Initial (lb/in, min)	30	D 413 Machine Method	2.20.12.1
After immersion in water at 180 ± 2°F for:			
14 days (lb/in, min)	20	D 413 Machine Method	2.20.12.1
28 days (lb/in, min)	20	& D 471	

*** NOTE: All specimens must break in the coated fabric. Failure of any specimen in a seam area at any value shall constitute failure of this test. Specimens shall be 2 inches in width.

2.14 Accessories

The accessories described on the proceeding page and Table 2.05 shall be provided. The materials used shall be fully compatible with the tank fabric, coating, fittings, etc.

2.14.1 Handles

Each handle shall be bonded to the bottom of the tank just below the peripheral fold line and shall be located a minimum of 1.0 inch away from the seams. The bonds between each handle and the tank fabric shall be capable of withstanding perpendicular loads of 1,000 pounds without damage to the tank. The number of handles and the position of each handle shall be determined by the manufacturer, with maximum spacing of four feet.

Tank Capacity (gal.)	Manways	Vents (min.)	Filler/Discharge Assembly (Lower)	Filler/Discharge Assembly (Upper)
50,000	1 each end	1	1 each end (4" and 6" sizes w/ valves)	1 each end (4" and 6" sizes w/ 90° camlock fittings)
100,000	1 each end	1	1 each end (6" and 8" sizes w/ valves)	1 each end (6" and 8" sizes w/ 90° camlock fittings)
150,000	1 each end	2	1 each end, 1 each side (6" and 8" sizes w/ valves)	1 each end, one each side (6" and 8" sizes w/ 90° camlock fittings)

2.14.2 Lifting slings

Each ground cloth and each tank shall be furnished with minimum of two nylon webbing or cloth lifting slings. Each sling shall be a minimum of 2.00 inches in width, a minimum length equivalent to the circumference of the rolled up tank plus 5 feet, and be rated for a minimum working load three times the respective weights of the ground cloth and the tank. The ends of each sling shall have a sewn loop, D-ring or similar mechanism to facilitate the lifting the ground cloth and the tank in and out of its container. The lifting slings shall be positioned around the periphery of the ground cloth and the tank when folded for shipment. The slings shall be used to lift the ground cloth and the tank in and out of its storage container.

2.14.3 Chafing patches

All chafing patches shall be made of the same coated fabric used to fabricate the tank. The interior of the tank shall be provided with bonded chafing patches centered and opposite the location of each fitting. A bonded chafing patch shall be centered at the point where each fitting interfaces the external portion of the tank when folded for shipment. Each chafing patch shall be circular in shape with a minimum radius equal to the widest dimension of the flange for the applicable fitting.

2.14.4 Hose support pads

Each tank assembly shall include hose support pads to support each Fill/Discharge hose size (i.e., 4 inch, 6 inch, and 8 inch) that are compatible with raw sewage to reduce the stress on the interface between the fill/discharge fittings and the tank material.

2.14.5 Manways

Each tank shall incorporate manhole accesses to allow the entry/exit of an individual attired in proper safety equipment performing routine tank maintenance and repair. The manhole access opening shall have a minimum interior perimeter dimension defined by two circles with a 10-inch radius and a 10-inch line intersecting the center point of each circle (oval shape).

2.15 Fittings

2.15.1 Fitting type

The flanges for the filler/discharge, vent and drain fitting assemblies shall be bonded to the coated fabric and shall conform to the requirements of Table 2.05 and be suitable for use with raw sewage.

2.15.2 Fitting assemblies

Unless otherwise specified, each tank shall be furnished with fitting assemblies. The quantity required and location for the filler/discharge and vent assemblies shall be as shown on Table 2.05. Drain fittings shall be / have: (1) minimum 2-inch ID, (2) an installed blind flange on the drain for quick deployment, and (3) located within 3 feet of the point directly below a filler / discharge fitting. All fittings shall be a minimum of 8-

inches from any tank seam. The recommended torque for all fitting bolts shall be either stamped onto the fitting flange plates or stenciled on the tank fabric adjacent to the respective fittings. All fitting assembly components that require attachment by screws, nuts, washers, bolts or adhesive bonds shall be assembled before delivery.

2.15.3 Filler/discharge assembly

The filler/discharge assemblies shall consist of two connections of the sizes indicated in Table 2.05. Each assembly shall be capable of withstanding a hydrostatic pressure of not less than 15 psi without leakage. The lower portion of each assembly shall be permanently attached to the tank. The lower portion of each assembly shall include a suction stub to prevent pump cavitation, manhole access, a 4-inch male camlock coupler half and 4-inch camlock dust cap. Keeper chains (tethers) shall be attached to all dust covers (cap and plugs) and their adjacent fitting such that the dust cover may be removed without detaching the keeper chain at either of its ends. The keeper chains shall be bronze, nonreflective.

Table 2.06 – Bonded Fittings			
Test Property	Requirements	Test Methods	
		ASTM	Paragraph
Flange fitting to coated fabric Bond breaking strength: Initial (lb/in, min)	550	D 751 Method B	2.20.13.1 & 2.20.13.1.1
After immersion in water at 180 ± 2°F for: 14 days (lb/in, min) 28 days (lb/in, min)	450 400	D 471 & D 751 Method B	2.20.13.1 & 2.20.13.1.2
Dead load shear resistance under 100 lb/in stress at 200°F for 8 hrs.	0.1 in slippage (max)		2.20.13.1.3
Peel adhesion of flange strip to coated fabric: Initial (lb/in, min)	30	D 429 Method	2.20.13.1.4 & 2.20.13.1.4.1
After immersion in water at 180 ± 2°F for: 14 days (lb/in, min) 28 days (lb/in, min)	20 15	D 429 Method B	2.20.13.1.4 & 2.20.13.1.4.1

2.15.4 Vent fitting assembly

The lower portion of the vent assembly shall be permanently attached to the tank. This portion of the assembly shall include a 2-inch male camlock coupling half and the 2-inch camlock dust plug. The dust plug shall be permanently tethered to the lower portion of the vent assembly. The upper portion of the vent assembly shall include the 2-inch

female camlock coupling half and pressure relief cap. The lower and upper portion of the vent assembly shall be joined by the 2-inch male and female camlock coupling halves prior to placing the tank into service. Under storage and shipping conditions the lower and upper portions shall be separated and the dust plug installed on the male camlock coupler. The male and female camlock coupler halves and dust cap shall be in accordance with A-A-59326, Class A. The pressure relief cap shall be calibrated to open when the internal pressure exceeds 3.0 inches of water.

2.15.5 Thread seal

If the design of any fitting incorporates threaded fittings, an antiseize material shall be applied to mating pipe threads prior to assembly. If the design of any assembly requires a threaded fitting to be assembled in the field antiseizing tape shall be provided as a repair item.

2.15.6 Specific Fittings

Unless otherwise specified, each tank shall be provided with the accessories in the quantities shown in Table 2.05. Each item shall be suitable for use in continuous contact with raw sewage. Each assembly shall be provided fully assembled complete with coupling halves, dust caps and plugs conforming to A-A-59326. Plugs and caps shall be tethered to each assembly by chain. Accessories such as valves, fittings, plugs, caps, etc., shall be rated for minimum working pressure of 150 psig. Valves shall not be capable of opening or closing during flow without human operation. Each valve shall be marked "OPEN, CLOSE" with arrows to show direction of turning for opening and closing the valve (valves shall close in the clockwise direction). The drain valve assembly shall be compatible with male end of the drain hose assembly. Valves shall be the resilient seat gate type, as manufactured by American Flow Control, or approved equal. Anti-seize material shall be applied to all fittings before mating, as applicable.

2.16 Markings

2.16.1 Identification

The tanks shall be permanently marked with identification labels visible throughout the perimeter of the tank at any level of fill. A minimum of one label shall be placed on each side of the tank making a total of four labels per tank. Each label shall contain the following information using letters of 1.00 inch (min) height, except for the first item which shall be 2.00 inches (min) height:

COLLAPSIBLE FABRIC TANK:

(specify) GALLONS, RAW SEWAGE

NSN: (specify)

MANUFACTURER (specify)

MANUFACTURE DATE: (specify month (3 letters) and year (4 numbers))

ECUA PURCHASE ORDER NO: (specify)
LOT & SERIAL NO: (specify)
WEIGHT EMPTY: (specify approximate weight in pounds)
CRATED WEIGH: (specify approximate weight in pounds)

2.16.2 Tank caution label

The tank shall be permanently marked with caution labels visible throughout the perimeter of the tank at any level of fill. A minimum of one label shall be placed on each side of the tank making a total of four labels per tank. Each caution label shall contain the following information using letters of 1.00 inch (min) height, and 2.00 inches (min) height, in a contrasting color, as indicated below.

CAUTION (2.00 in.)
DO NOT OVERFILL (1.00in.)
OVERFILLING MAY RESULT IN PERMANENT (1.00 in.)
DAMAGE AND FAILURE OF THE TANK (1.00 in.)
DO NOT DRINK – NON BEBER (2.00 in.)
MAXIMUM CAPACITY: (specify) Gallons, (specify) Liters (1.00 in.)
MAXIMUM TANK HEIGHT: (specify) Feet (specify) Inches, (specify) Meters (1.00 in.)

2.16.3 Valve labeling

The valves shall be permanently marked to indicate the direction of operation with arrows (i.e., open, close).

2.16.4 Filler/discharge label

“FILL/DISCHARGE” shall be permanently marked adjacent to the filler/discharge assemblies in 1.00 inch (min) height.

2.17 Repair

2.17.1 Emergency Field Repair Kit

Unless otherwise specified, each tank assembly shall include an emergency field kit in conformance with ATPD-2263 that contains items necessary to perform on site repairs such as puncture, tears, and leaks in emergency situations. The kit shall include all necessary tools to complete field repairs as noted in Table 2.07.

2.17.2 Long-term Field Repair Kit

One kit shall be provided for this order. The kit shall be in conformance with A-A-52022A that can be used to perform repairs on a tank already deployed for service without the need for special tools. The kit shall include all items necessary to perform long-term repairs of punctures, tears, and leaks at both seam locations and material panel areas. The repair kit shall be capable of performing long-term repairs and shall be capable of withstanding all environmental conditions as documented in this specification for the original tank material and seams. The duration of the repair for stoppage of leaks shall be for a minimum of one year after application of the repair.

Table 2.07 – Repair Items		
Item	Conformance	Quantity
Emergency Field Repair Kit	ATPD-2263	1 for each tank
Long-Term Repair Kit	A-A-52022A	1
Replacement O-rings and Gaskets (as applicable)	In accordance with each fitting assembly	1 complete set for each assembly installed on the tank
Anti-seize Tape		1 roll ea. tank
Coated Fabric	In accordance with Table 2.03	One square yard for ea. tank

2.18 Ground Cloth

A coated fabric ground cloth weather resistant and shall be furnished with each tank to provide a sacrificial liner between the tank and the ground. The ground cloth shall meet the requirements of MIL-PRF-20696F, Type II, Class 2. The cloth shall have no deleterious effect on the tank when the two are used in conjunction in any of the applicable environments. All exposed edges of coated fabric shall be sealed. Handles as specified for the tanks shall be provided for the ground cloths, with the exception of spacing, which shall be twelve foot maximum along all four edges. The ground cloths shall extend beyond all sides of the deployed empty tank a minimum of five feet.

2.18.1 Dusting powder

If dusting powder is used on the cloth, it shall be whiting, talc, or other finely divided mineral material that does not support mildew growth. Talc shall not contain asbestos and whiting shall contain less than 1% quartz. Only the minimum amount of dusting powder necessary to prevent blocking shall be applied.

2.18.2 Performance requirements

The cloth shall conform to the requirements specified in Table 2.08. The cloth shall be compatible with state of the art seam sealing materials and technology. The cloth may be dusted on both sides with the dusting powder specified above to prevent blocking. If dusting powder is used, the side(s) of the cloth containing the dusting powder shall show not less than “good” resistance to dry crocking.

2.18.3 Color

The color of the cloth shall match the applicable color number of FED-STD-595 as selected by the Owner.

2.18.4 Toxicity

The cloth shall not be toxic to the skin, eyes or epidermis when used as intended.

2.18.5 Mildew Resistance

The cloth shall be mildew resistant. If plastizers are used they shall be restricted to phosphate or phthalate esters for the purpose of providing mildew resistance.

2.18.6 Back side identification

The back side of the cloth shall be identified by applying a stamping on that side of the cloth with the work “Back” at the beginning, end, and sides of each roll. The marking shall not show through onto the face side of the cloth.

2.18.7 Fiber identification

Each roll shall be labeled and ticketed for fiber content in accordance with the Rules and regulations Under the Textile Fiber Products Identification Act.

Table 2.08 – Ground Cloth Requirements	
Characteristic	Type II, Class 2
Weight Oz/yd (max)	18.0
Breaking Strength, lbs (min)	
Initial:	
Warp	225
Filling	225
After accelerated weathering:	
Warp	180
Filling	180
Tearing Strength, lbs (min)	
Warp	45
Filling	38
Stiffness cm (max) (warp only)	
At 70°F	16.5
At 10°F	22.0
At -40°F	--
Adhesion of coating, lbs/2 inch Width (min) <u>1</u> /	15.0
Blocking, rating (max)	(1)
Flame retardancy	(2)
Hydrostatic resistance (min) Initial & after abrasion	(3)
Resistance to:	
Oil	(4)
Aromatic hydrocarbons	(5)
Accelerated weathering	(6)

- (1) The cloth shall show no softness, stiffness, tackiness, or brittleness when compared with an unexposed specimen.
- (2) The tip of the flame shall not pass beyond the top edge of the test specimen before 42 seconds after the start of the burner flame.
- (3) No leakage in any portion of the test specimen.
- (4) No evidence of seepage of oil through the cloth.
- (5) The cloth shall not crack or flake.
- (6) The cloth shall show no evidence of cracking, crazing, blooming, chalking, or appreciable color change.

2.19 Inspections

2.19.1 Fabricated samples for inspection

Fabricated samples shall be prepared using the same materials, processes, production personnel, and equipment used in fabrication of the tank material and the ground cloth material. Laboratory samples shall not be acceptable (samples produced in a testing facility or by test or quality control personnel using production equipment). A sufficient number of fabricated samples to conduct tests specified herein shall be provided. The supplier shall ensure that the fabricated samples are representative of the tanks provided under this procurement.

2.19.2 Examination

All tanks shall be examined to assure compliance with these specifications. Any nonconformance revealed by the examination shall be cause for rejection of the tank.

2.19.3 Internal Inspections

Each tank shall be inspected internally after the overload test of Section 2.20.7. Any evidence of weakened areas, coating or barrier delamination as described herein, shall constitute failure of this test.

2.20 Testing

Each tank shall be tested prior to shipping in accordance with the requirements stated below. Presence of one or more defects shall be cause for rejection. The low temperature, high temperature, water storage and water storage overload tests shall be conducted in this order. The test fluid shall be water.

2.20.1 Air leakage

Pressurize the tank to a 0.50 psi, \pm 5 percent, internal air pressure and allow to stand for a minimum of 30 minutes. Then adjust the internal air pressure to 0.50 psi, \pm 5 percent. Then using a soap and water solution examine all of the coated fabric, seams and fittings for air leakage. Any evidence of air leakage shall constitute failure of this test.

2.20.2 Vent fitting assembly

Subject the vent fitting to an internal minimum pressure of 3.00 inches of water. Inability of the pressure relief cap to open at this pressure shall constitute failure of this test.

2.20.3 Hydrostatic

Subject the filler/discharge assembly to a minimum hydrostatic pressure of 15 psi for a period of not less than 60 seconds. The suction stub may be removed during this test if necessary. Any leakage of the assembly shall constitute failure of this test.

2.20.4 Low temperature

The tank shall be folded or rolled to a size suitable for placing in the shipping container and then placed, unshielded, in a low temperature environment of less than 10°F, for a period of not less than 24 hours. At the end of this period while still at not less than 10°F,

the tank shall be slowly unfolded, in not less than 15 minutes nor greater than 30 minutes. Any flaking, cracking, or separation of the coated fabric, shall constitute failure of this test. After successful completion of this test, the same tank shall be subjected to the high temperature test in 2.20.5.

2.20.5 High temperature

The tank shall be folded or rolled to a size suitable for placing in the shipping container, then placed, unshielded, in a high temperature environment of at least 130°F, for a period of at least 24 hours. At the end of this time, while still at least 130°F, the tank shall be slowly unfolded in not less than 15 minutes nor greater than 30 minutes. Any flaking, cracking, delamination, or separation of the coated fabric shall constitute failure of this test. After successful completion of this test, the same tank shall be subjected to the water storage test in 2.20.6.

2.20.6 Water storage

Fill the tank outdoors, without environmental protective covering, to its rated capacity with water and allow to stand for a minimum of 15 calendar days. The tank shall be placed on a ground cloth as specified herein during this interval (the ground clothes to be provided under this order shall not be used for this testing). Periodically during the test and at the end of this period, examine the tank for seepage and leakage. Any examination shall be postponed if weather conditions, such as rain or high humidity, inhibit inspection and will resume under favorable examination conditions. Any leakage or seepage shall constitute failure of this test.

2.20.7 Water storage overload

Within two days after the conclusion of the water storage test, the tank shall be subjected to the tank overload test. The tank shall be filled to its rated capacity plus an additional minimum of 10 percent. To minimize water transfer cost, this test may be conducted immediately after successful completion of the water storage test as specified in 2.20.6. The tank shall be allowed to stand for a minimum of 4 hours. After a minimum of the 4 hours examine the tank. The examination shall be postponed if weather conditions, such as rain or high humidity, inhibit inspection and will resume under favorable examination conditions. Any signs of rupture, weakened areas, leakage, or flaking, cracking, delamination, or separation of the coated fabric shall constitute failure of this test. After successful completion of this test, the tank shall be cleaned and dried internally/externally.

2.20.8 Tank handle pull resistance

The test sample shall consist of the handle assembly and a minimum of 1 foot of tank body fabric extending in all directions from the handle patch. The body fabric shall be tightly drawn and clamped between two flat, oval rings or a base plate and an oval ring; so that the handle of the patch is centrally located in the ring(s). The shape of the oval rings shall be such that all edges of the coated fabric patch are a minimum of 1.00 inch from the interior edge of the ring. Other geometric shapes (rectangle etc.) may be substituted for the oval ring. The rigidity, strength, and construction of the clamp shall be

such that the tank body material shall not slip greater than 0.50 inch at any point during the test. With the sample held securely, tension shall be applied by a bar or pipe 1.00 inch in diameter inserted in the loop of the handle. The tension shall be slowly and smoothly applied in a direction perpendicular to the plane of the handle assembly until a minimum load of 1000 pounds is reached and maintained for one minute. Failure of the handle assembly to maintain the 1000-pound load for 1 minute shall constitute failure of this test. Any damage, permanent distortion, or separation of the handle assembly, or tank material shall constitute failure of this test.

2.20.9 Base fabric

Initial base fabric breaking strength shall be determined in accordance with ASTM D 5035, Ravel Strip Test-1R. Prior to testing, the edges of raveled warp and fill specimens shall be sealed by coating, dipping, or brush application of an adhesive/sealant to preclude yarn slippage. The mean of five warp and five fill specimens shall be recorded. A duplicate set of specimens shall be subjected to at least 100 hours of accelerated weathering according to ASTM D 750, or AATCC 111. The breaking strength, warp or fill, of the weathered specimens shall be recorded. The base fabric shall have a retained breaking strength that is not less than 50 percent of its initial breaking strength, warp and fill. Failure to conform shall constitute failure of this test.

2.20.10 Coating compounds

If different compounds are used for the cap strip and the base fabric coating, both shall be tested in accordance with Table 2.02. If the compound is the same, only one test cycle from Table 2.02 is required.

2.20.10.1 Initial properties

Original tensile strength and elongation shall be determined in accordance with test methods cited in Table 2.02. Nonconformance to Table 2.02 shall constitute failure of this test.

2.20.10.2 Immersion properties

Properties after immersion in water for 14 and 28 days shall be determined in accordance with test methods cited in Table 2.02. Nonconformance to Table 2.02 shall constitute failure of this test.

2.20.10.3 Weathering resistance

Weather resistance testing is applicable to all fabric coatings intended to be located on the outside of the tank. Testing shall be in accordance with ASTM D 750, or AATCC 111. Nonconformance to Table 2.02 shall constitute failure of this test.

2.20.10.4 Ozone resistance

Ozone resistance shall be tested as specified in ASTM D 1149, for the test specimens. The specimens shall be conditioned for at least 14 days at a temperature of 104 ± 4 °F in air having a partial pressure of ozone of 50

millipascals. Nonconformance to Table 2.02 requirements shall constitute failure of the test.

2.20.11 Coated fabric

Coated fabric properties shall be tested in accordance with test methods shown in Table 2.03. Nonconformance to Table 2.03 shall constitute failure and disqualification of the material.

2.20.11.1 Puncture resistance

Puncture resistance testing shall be in accordance with ASTM D 751, except that the ring clamp mechanism shall have an internal diameter of 3.00 inches. The average of three test specimens shall be reported. Nonconformance to Table 2.03 shall constitute failure of this test.

2.20.11.2 Low temperature crease resistance

Fold two specimens each 8.00 inches square, in half, in each direction so that a folded corner occurs in the center of each specimen. Place each folded specimen under a minimum 4-pound load and condition at less than 10°F for 48 hours. At the end of the conditioning period, unfold the specimens while still at a temperature of at least 10°F and examine visually. Any cracking, peeling, or delamination of the coating material shall constitute failure of this test.

2.20.11.3 Blocking

Place two coated fabric specimens of a minimum of 6.00 inches by 1.00 inch on a smooth surface in such a manner that the ends are overlapped by a minimum of 1.00 inch. Place a minimum 4-pound weight directly on the overlapped areas. Place prepared specimens in an oven. After conditioning at a temperature of at least 130°F, for 4 hours take the specimens from the oven, remove the weight, and condition for 1.00 hour at 73 ± 5 °F and 65 ± 5 percent relative humidity. Retain one end of the specimen in a suitable clamping device, allowing the other end to hang, and suspend a 4-ounce load from the free end of the specimens. Inability of the strips to separate within 5 seconds under the 4-ounce load shall constitute failure of this test.

2.20.11.4 Coating adhesion

Samples of coated fabric shall be bonded face-to-face to provide specimens for determining adhesion between the base fabric and exterior and interior coatings. In forming this bond the specimens shall be subjected to no heat or pressure other than that normally encountered in curing the coated fabric, except for minimal pressure necessary to ensure contact while the bond is setting.

2.20.11.4.1 Test procedure

The adhesion shall be determined in accordance with ASTM D 413, machine method, except that the specimens shall be 2.00 inches wide. The reported values

shall be expressed in pounds per inch of width. The specimens shall be of sufficient length to conduct adhesion tests for both initial and after water immersion values. The adhesion results obtained on each immersed specimen shall be compared with the initial adhesion of the same specimen to determine percentage of adhesion retained. The reported adhesion and percent retention shall be the average of not less than two specimens. Attempts shall be made to cut the coating back to the cloth and to determine the adhesion value at the coating-to-cloth interface. However, if a specimen separates at a plane other than the bond of the coating to cloth (such as between layers of coating materials or between barrier film and coating), the adhesion value and the plane of failure shall be recorded. Immersed specimens shall be conditioned in distilled water at 73 ± 5 °F, for 30 to 90 minutes before testing. Testing of specimens shall be completed within 3 minutes after removal from the distilled water. Immersion of specimens shall be in accordance with ASTM D 471. Nonconformance to Table 2.03 shall constitute failure of this test. Any obvious bond failure evident after immersion but before stressing, even if the plane of failure is not sandwiched between the layers of fabric, shall constitute failure of this test.

2.20.11.5 Coating thickness

The coating thickness shall be measured under a microscope. Record and report the coating thickness of the inner and outer coating from the same bolt of coated fabric. Take five measurements on the inner coating and five measurements on the outer coating. Each measurement shall be at least 6 inches apart, and shall not be taken along the same warp or fill direction. Nonconformance to Table 2.03 of any of the ten measurements shall constitute failure of this test.

2.20.12 Seam tests

2.20.12.1 Breaking strength

The bonding of any two or more pieces of coated fabric (such as lap joints, butt joints, closures, chafing patches, coated fabric flanges of fittings, etc.) shall be considered a seam and shall be subjected to all seam tests specified herein, except chafing patches shall only be tested for peel adhesion. The average breaking strength of five specimens for each type seam, for each test, shall be reported for conformance to Table 2.04. Breaking strength specimens shall be 2.00 inches wide (parallel to the seam) and shall extend (perpendicular to the seam) 3.00 inches beyond both edges of the seam. The reported values shall be expressed in pounds per inch of width. No part of the test specimens shall be coated or covered prior to the water immersion periods. Specimens shall be stabilized in the immersion water at 73 ± 5 °F, for 30 to 90 minutes before testing. Testing of immersed specimens shall be completed within 3 minutes after removal from the immersion water. The average peel adhesion strength of three specimens for each type seam shall be reported for conformance to Table 2.04. Peel adhesion specimens shall be of sufficient length to determine the initial and after water adhesion values on the same specimen. If seam construction involves the use of binding thread, then the peel specimens shall be prepared with threads removed. All breaking

strength specimens must break in the coated fabric. Failure of any specimen in a seam area shall constitute failure of this test. Nonconformance to Table 2.04 shall constitute failure of this test.

2.20.12.2 Dead load shear resistance

The test specimens shall be 1.00 ± 0.02 inch wide, (parallel to the seam) and coated fabric shall extend a minimum of 3.00 inches (perpendicular to the seam) on each side of the seam. One index mark shall be scribed on each side of the seam to facilitate observation and measurement of slippage. Each specimen shall be subjected to a constant (dead load) tension force of 100.00 ± 0.50 pounds, at 200 ± 5 °F. After 8 hours, examine each specimen while still under tension for signs of slippage and separation. Three specimens shall be tested for each determination. Slippage, by any specimen, greater than specified in Table 2.04 shall constitute failure of this test.

2.20.13 Bonded fittings

2.20.13.1 Strength of bonded fittings

Specimens shall be prepared by cutting through the flange such that parallel 1.00 inch wide sections are obtained from the straight portion of the fitting. For fittings with no straight portion, specimens shall be prepared by cutting 1.00 inch wedge shaped sections from the curved portion of the flange. The 1.00 inch shall be measured as a chord passing through the midpoint between the inside and outside diameters of the flange for the wedge shaped sections.

2.20.13.1.1 Initial bond strength

The coated fabric flanges shall be fastened together in one jaw of the test machine so that the jaw will be not less than 1.00 inch from the nearest part of the flange fitting. The flange fitting shall be secured in the other jaw of the test machine and shall clamp only the flange fitting and shall not compress the embedded part of the coated fabric flanges. The jaws shall be separated at a rate of 2.00 inches per minute at 73 ± 5 °F and 65 ± 5 percent humidity. The average of three test specimens shall be recorded as initial bond strength in pounds per inch of width. Nonconformance to Table 2.06 shall constitute failure of this test.

2.20.13.1.2 Bond strength after water immersion

Three test specimens shall be immersed for the appropriate durations as specified in Table 2.06. No part of the specimens shall be covered or coated prior to immersion. Specimens from the vent/drain fittings shall be included. The test specimens shall be cooled in distilled water at 73 ± 5 °F, for at least 60 minutes. The specimens shall be removed from the conditioning water, one at a time and tested as specified in herein. Each test shall be completed within 3 minutes after removal from the test fluid. The average of three specimens shall be reported for each immersion period. Nonconformance to Table 2.06 shall constitute failure of this test.

2.20.13.1.3 Dead Load Shear Resistance Aluminum to Coated Fabric Bond

Three specimens shall be clamped as specified in 2.20.13.1 and subjected to a constant (dead load) tension force of 100.00 ± 0.50 pounds at 200 ± 5 °F. At the end of 8 hours, the specimens shall be examined for slippage and separation while under tension. Nonconformance to Table 2.06 shall constitute failure of this test.

2.20.13.1.4 Peel adhesion of flange fitting to coated fabric

Special test specimens shall be fabricated consisting of flange strips bonded to lengths of coated fabric. The flange strip shall be 12.00 inches long and shall be of the same material as that used in the fitting flanges. The coated fabric shall be 12.00 inches long (min.) by 2.00 ± 0.05 inches wide, and shall be of the same composition (and of the same state of cure before bonding) as that used in the coated fabric flanges. The coated fabric strip shall be uniformly bonded to the flange strip. The bond shall be formed using identical techniques and bonding agents used to bond tank fittings and shall be cured identically (time, pressure, temperature, etc.) to the process used for bonding tank fittings.

2.20.13.1.4.1 Test procedures

Specimens used to determine the initial peel strength, shall subsequently be immersed for 14, followed by 28 days in distilled water at 180 °F or higher, and the adhesion determined after each immersion period. Immersed specimens shall be conditioned in distilled water at room temperature for at least one hour prior to testing. All testing shall be in accordance with ASTM D 429, method B. The average of three or more specimens shall be used to compute initial and percentage of retained adhesion. Nonconformance to Table 2.06 shall constitute failure of this test.

2.20.14 Ground cloth

Ground cloth properties for puncture and weathering resistance shall be tested in accordance with Table 2.08. Nonconformance to Table 2.08 shall constitute failure and disqualification of the material.

PART 3 – EXECUTION

3.01 Repair and rework of collapsible tanks, fabric, ground cloth

Repair or rework of each tank or ground cloth shall be accomplished before inspection with the exception of air leakage testing. Repair of seams shall not be greater than 5 percent of total seam length in the tank. Defects subject to repair (other than those on seams) shall be limited to 6.00 inches in diameter, length, or width as applicable. The 6.00-inch criteria shall apply to the maximum dimensions of the affected condition. This criteria applies to the combined internal and external surface areas of each tank.

3.01.1 Repair

Repair is defined as any process or procedure performed to correct a defect during inspection or conformance testing. Limited repair shall be permitted. Repair of interfaces between fittings and tank shall be permitted, (e.g., gasket, plate). A defect (i.e., leak) shall not be repaired more than one time. No repairs of rework areas or previous repairs are permitted.

3.01.2 Definitions

3.01.2.1 Blister

A blister is a void or hole in the base material causing a protrusion on the tank surface when hot. It may not show when cold, and may be covered or open.

3.01.2.2 Cap strip

Water resistance material placed over the cut edge of the coated fabric to prevent wicking into the fabric.

3.01.2.3 Diffusion

The action of migration and dissipation of vapors from the interior of the tank through the coated fabric material to the atmosphere.

3.01.2.4 Holiday

A holiday is a place not covered by coating compound.

3.01.2.5 Leakage

The passage of fluid from the interior of the tank to the exterior through a fabrication defect, crack, or hole of the materials used to construct the tank, or during fabrication of the tank.

3.01.2.6 Pinhole

A pinhole is a minute circular void or solvent blow hole.

3.01.2.7 Seepage

The act or process of exuding or oozing of fluid from the interior of the tank to the exterior through a fabrication defect, crack or hole of the materials used to construct the tank, or during fabrication of the tank.

3.01.2.8 Tunnel

A tunnel is a passage way through a seam.

3.01.2.9 Unadhered Pocket

An unadhered pocket is a section of the seam where the material is not properly bonded.

3.01.2.10 Wicking

The act or process of fluid gaining access to a woven fabric between the interior and exterior coatings, and by capillary action flowing away from the access point.

3.02 Packaging

The tanks, fittings, accessories, and repair kits shall be packaged for protection during transport, long-term storage, and ease of deployment. The storage facility is an indoor, but unconditioned environment, subject to ambient outdoor weather conditions in terms of temperature and humidity. Storage containers shall be stacked a maximum of two high and shall be designed to be stored for an extended period of time. The shipping container shall be the storage container.

3.02.1 Storage Container

The storage containers shall be fabricated of materials complying with the requirements herein. The storage container shall have provisions for handling by Material Handling Equipment (10,000-lbs forklift), personnel (when storage container is empty), and sling lifts. The storage container shall be capable of being stacked a minimum two boxes high. Container shall be of adequate size for storage of the tank, emergency repair kit, all ancillary components, and the ground cloth. The storage container shall have a lid that can be removed and secured without the use of tools.

3.02.1.1 Pre-consolidation

The preserved emergency repair kit including the preserved repair kit components, shall be consolidated together in a close fitting fiberboard box conforming to PPP-B-636, class weather resistant, grade as applicable. Cushioning shall be positioned within the box to prevent free movement and damage to the contents. The box shall be legibly marked as follows:

EMERGENCY REPAIR KIT

3.02.1.2 Consolidation

The storage containers shall have a 3/4-inch plywood or equivalent strength aluminum plate divider placed at one end that is large enough to hold the emergency repair kit, the removed fittings, and the accessories. The tank and ground cloth shall be packed in a loose bundle. Nothing shall be placed on top of the loosely packed bundle. The filler/discharge 90 degrees elbow and vent stand pipe shall be separated from the tank. Each shall be wrapped with cushioning material conforming to PPP-C-1797. The cushioning material shall be secured in place with tape, and the wrapped fittings shall be marked for identification.

3.02.1.3 Anti-abrasion provisions

To prevent abrasion, all interior surfaces of the storage container that will contact the tank, and the ground cloth, including any applicable outer surface of the consolidation container(s), shall be lined with a layer of scrap tank fabric, cushioning material conforming to PPP-C-1797, or polyethylene film conforming

to L-P-378, type I, class 1, with a minimum thickness of 6 mils. The material shall be applied in such a manner that it does not interfere with the removal of the container top, sides and ends as a joined one piece assembly or as individual panels. The means of attaching the material shall not create a hazard within the container that could possibly damage the contents. As an alternative, each tank, and ground cloth, shall be individually loosely wrapped with the antiabrasion material. The manner of wrapping shall provide a minimum of one layer of material around the tank and the ground cloth to prevent direct contact with other components and the inside surfaces of the storage container.

3.02.1.4 Long-Term Repair Kit

The preserved long-term repair kit including the preserved repair kit components, shall be consolidated together in a close fitting fiberboard box conforming to PPP-B-636, class weather resistant, grade as applicable. Cushioning shall be positioned within the box to prevent free movement and damage to the contents. The box shall be legibly marked as follows:

LONG-TERM REPAIR KIT

3.02.2 Deployability

The 50,000 gallon tanks shall be deployable (not including ground cloth deployment) by a maximum of 6 personnel in 20 minutes once the tank assembly is positioned. For the 100,000 gallon and 150,000 gallon tanks, 15 personnel are permitted and the time extended to 60 minutes. Only common hand tools shall be required. Deployment of the tank shall not cause it to leak.

3.02.3 Markings for deploying

Additional special markings shall be applied to the outside of the storage container to show the "FLOW DIRECTION" of the deployed tank and ground cloth relative to the folded and rolled up tank as it is positioned within the box. Additionally, markings shall be applied to the outside of the box listing in sequence, the operations required, to properly remove the top, sides and ends from the base as individual components, or as a one piece assembly. Any code utilized in the instructions to identify critical locations on the container, shall be marked on the outside of the container at that location with the corresponding code.

3.03 Transporting

Bid pricing shall include all cost associated with transportation and assistance in unloading, as specified, of the components to/at the ECUA Ellyson Field Warehouse. Prior to arrival, ECUA staff (Keith Fell @ 850-969-6653, Pete Wilkinson @ 850-969-6529 or Tony Johnson @ 850-969-6680) shall be contacted for coordination purposes, review of components prior to unloading, and supervision during unloading and stacking. Multiple shipments, as packaged above are desirable.

3.04 Unloading

OWNER shall be responsible for off-loading and storage of components prior to their installation. A minimum of five (5) business days' notice shall be provided to the OWNER prior to the scheduled delivery date(s). Deliveries will only be accepted between the hours of 8:00 am and 2:30 pm local time, except weekends and ECUA observed holidays. A representative of the manufacturer shall be present when the first storage container is to be unloaded.

3.05 Liquidated Damages

For every full week the tanks are late beyond the timeframe contained in the proposal form, 2% of the tank price shall be deducted from the unit price of that component.

3.06 Final Payment

Prior to final payment, Manufacturer shall provide written certificate(s) of all factory testing and manufacturing are in compliance with these specification and references.

EMERALD COAST UTILITIES AUTHORITY

GENERAL PROVISIONS

PURCHASE ORDER/CONTRACT

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

5. DELIVERY TICKETS – All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information.
 - a. Name of supplier;
 - b. Blanket Purchase Order number;
 - c. Date of Call;
 - d. Call number;
 - e. Itemized list of supplies or services furnished;
 - f. Quantity, unit price and extension of each item, less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and
 - g. Date of delivery or shipment.Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
6. PAYMENTS – Invoices shall be submitted in triplicate (one copy shall be marked “Original”) unless otherwise specified, and shall contain the following information: Contract or Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments of Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by ECUA when the amount due on such deliveries so warrants.
7. DISCOUNTS – In connection with any discount offered, time will be computed from date of delivery suppliers to carrier when acceptance is at the point of origin or from date of delivery at destination when delivery and acceptance are at these points or from the date the correct invoice or voucher is received in the office specified by ECUA, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the ECUA check.
8. CONVICT LABOR – In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89.176, September 10, 1965 (18 U.S.C. 40821ch21) Executive Order 11755, December 29, 1973.
9. COVENANT AGAINST CONTINGENT FEES – The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty ECUA shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- 10.a. CONTINGENCIES – Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At ECUA’s option, deliveries so omitted shall be made on notice thereof to the Vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
10. GRATUITIES – (a) ECUA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Executive Director or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of ECUA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Executive Director or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court, (b) in the event this contract is terminated as provided in paragraph (a) hereof, ECUA shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (2) as a penalty and in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Executive Director or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee, (c) The rights and remedies of ECUA provided in this clause shall not be exclusive or in addition to any other rights and remedies provided by law or under the contract.
11. CONDITION FOR ASSIGNMENT – This (contract or purchase order) shall not be assigned in full or in part without the consent of ECUA. Such consent shall not relieve the Contractor from its obligations and liabilities.
12. GOVERNMENT REGULATIONS – Vendor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of the materials specified herein, have complied with and shall indemnify and save ECUA harmless from and against any liability or loss resulting from Vendor’s failure to do so.
13. TAXES – ECUA is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepaid transportation, do not pay tax as ECUA will not reimburse you for the taxes paid. ECUA is exempt from State Sales Tax.
14. CHANGES – The Purchasing and Stores Manager may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for ECUA in accordance therewith; (ii) method of shipment or packing and

(iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract.

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

15. **TERMINATION FOR DEFAULT** – The Purchasing and Stores Manager, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof, in such event, the Contractor shall be liable for damages; including the excess cost of reprocurring similar supplies or services; provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractors control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 17. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.
16. **TERMINATION FOR CONVENIENCE** – The Purchasing and Stores Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of ECUA. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered and accepted up to the date of termination at the discretion of the Executive Director. To the extent that this contract is for services and is so terminated, ECUA shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.
17. **ASSIGNMENT OF CLAIMS** – Claims for monies due or to become due under this Contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended be subject to reduction or set-off (see Clause 12).
18. **EXTENT OF OBLIGATION** – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.
19. **PRICING** – The prices to ECUA for all purchases made under this Agreement shall be as low as or lower than those charged the suppliers most favored customer, in addition to any discounts for prompt payment.

20. **WARRANTIES** – The Manufacturer of the equipment supplied under this specification shall provide, at a minimum, a non-prorated warranty for a period of twenty-four (24) months commencing on satisfactory start-up and acceptance by the Owner, or thirty (30) months from date of delivery, whichever occurs last. The Manufacturer shall guarantee that the equipment furnished is suitable for the purpose intended and free from defects in design, materials and workmanship. This warranty period is modified by the requirements of specification section 02900-1.01, in terms of service life and storage life. In the event that the equipment fails to perform as specified, the Manufacturer shall, at his option, promptly repair, modify, or replace the defective equipment, or Owner’s payment for the products shall be refunded.
21. **PATENTS** – Vendor shall protect and indemnify ECUA against all claims, judgments and expenses arising from infringement or any patent by any of the goods delivered hereunder. Vendor shall defend or settle at its own expense any proceeding brought against ECUA for such infringement provided Vendor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by ECUA for the defense or settlement thereof.
22. **INSTALLATION** – If this order required the services of ECUA experts or employees of ECUA safety rules and fire regulations, Vendor assumes full responsibility for their acts and omissions and agrees to save ECUA harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Vendor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Vendor’s obligations hereunder. If Vendor furnishes materials and services for construction and improvement of realty and the installation of personalty for a lump sum amount, Vendor agrees to furnish an analysis thereof as ECUA may reasonably require for accounting purposes. Vendor shall be solely responsible for materials furnished by ECUA on other than a charge basis in connection with this order.
23. **NON-DISCLOSURE** – Without prior written consent of ECUA in each instance, Vendor shall not reveal to a third party the details, characteristics or any information on materials made to the special order for ECUA or use reproductions thereof and any promotional media or reveal that, ECUA is purchasing the materials hereunder.
24. **COMMERCIAL WARRANTY** – The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights to the Emerald Coast Utilities Authority by any other clause of this contract.
25. **DEVIATION FROM SPECIFICATIONS** – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.

RISK MANAGEMENT POLICY AND STANDARDS
FOR
AGREEMENTS, CONTRACTS AND LEASES

DEFINITIONS

The following definitions apply to these Risk Management Provisions:

Contract - The contract or agreement of which these Risk Management Provisions are a part for the construction, alteration, repair, or demolition of a structure or facility.

Organization - The Emerald Coast Utilities Authority, a local governmental body of the State of Florida, its Board, officers, employees, volunteers, representatives, and agents.

Other Party - The other party to the Contract of which these Risk Management Provisions are a part, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

HOLD HARMLESS

The Other Party agrees to hold the Organization and the members of its governing board and its other officers and employees harmless against all claims for bodily injury, sickness, disease, death, personal injury, or damage to property or loss of use resulting therefrom, arising out of or related to the Contract, to the extent such claims are caused by the negligence, recklessness, or intentional wrongful misconduct of the Other Party and persons or entities employed or utilized by the Other Party in the performance of the Contract.

PAYMENT ON BEHALF OF ORGANIZATION

The Other Party agrees to pay on behalf of the Organization all claims described in the above "Hold Harmless" paragraph, and to pay the reasonable costs and fees of the attorneys selected by the Organization, at trial and on appeal, to defend the Organization and its officers and employees against such claims. Provided, however, that the total liability of the Other Party to the Organization under the above "Hold Harmless" paragraph and this "Payment on Behalf of Organization" paragraph shall not exceed the sum of One Million Dollars (\$1,000,000) per claim or occurrence.

Such payment on behalf of the Organization shall be in addition to any and all other legal remedies available to the Organization and shall not be considered to the exclusive remedy of the Organization.

LOSS CONTROLS/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The Organization may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other party acknowledges that such stoppage will not shift responsibility for any loss or damages from the Other Party to the Organization.

SEVERABILITY

The provisions of these Risk Management Provisions are severable. In the event a court of competent jurisdiction should declare any provision of these Risk Management Provisions to be void or contrary to public policy such provision shall be stricken from these Risk Management Provisions, and the remaining provisions shall be enforced as though the provision determined to be void or contrary to public policy had not been included herein.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization. These insurers shall have A.M. Best (or equivalent) rating of no less than A:VII unless otherwise agreed to by the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the Organization and may be disapproved by the Organization. They shall be reduced or eliminated at the option of the Organization. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization, if any, shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Additional Insured

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the Organization as an additional insured for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Other Party's acts or omissions; or the acts or omissions of those acting on the Other Party's behalf; in the performance of the Other Party's ongoing operations for the Organization. The preferred Commercial General Liability coverage endorsement is ISO Form CG 20 10.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

Commercial General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Other Party is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the Organization's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least “following form” and shall not be more restrictive than the underlying insurance policy coverages.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance, including indication that the policy(s) is endorsed to provide the Organization at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Organization at least 15 days prior to coverage renewals.

If requested by the Organization, the Other Party shall furnish complete copies of the Other Party’s insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the Organization, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Organization, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party’s obligation to fulfill the insurance requirements herein.

EMERALD COAST UTILITIES AUTHORITY
 BID NUMBER: 2015-09
 TRANSMISSION MAIN INTERRUPTION PLAN COMPONENTS –
 COLLAPSIBLE TANKS
 PROPOSAL FORM

TO: EMERALD COAST UTILITIES AUTHORITY DATE: _____
 PENSACOLA, FLORIDA

GENTLEMEN:

IN ACCORDANCE WITH YOUR REQUEST FOR BIDS, INSTRUCTIONS AND SPECIFICATIONS, ATTACHED HERETO, AND SUBJECT TO ALL CONDITIONS THEREOF, I (WE), THE UNDERSIGNED, HEREBY PROPOSE AND AGREE IF THIS PROPOSAL IS ACCEPTED, TO CONTRACT WITH THE EMERALD COAST UTILITIES AUTHORITY TO FURNISH ANY ITEMS OR SERVICE REQUESTED HEREIN AND DELIVER SAME WITHOUT ADDITIONAL COST TO THE EMERALD COAST UTILITIES AUTHORITY AT THE SPECIFIED LOCATION FOR THE BIDS(S) LISTED BELOW.

THE UNDERSIGNED FURTHER DECLARES THAT HE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND IS THOROUGHLY FAMILIAR WITH THEM AND THEIR PROVISION. HE FURTHER DECLARES THAT NO OTHER PERSON OTHER THAN THE BIDDER HEREIN NAMED HAS ANY INTEREST IN THIS PROPOSAL OR IN THE CONNECTION WITH ANY OTHER PERSON(S) MAKING PROPOSAL FOR THE SAME ARTICLES, AND IT IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION AND FRAUD.

FAILURE TO PROVIDE ALL THE FOLLOWING INFORMATION REQUIRED HEREIN MAY RESULT IN AUTOMATIC REJECTION OF BID.

Item	Description	Qty.	Unit Price	Amount
1	50,000 gallon Collapsible Tank Complete Assembly	4	\$	\$
2	100,000 gallon Collapsible Tank Complete Assembly	2	\$	\$
3	150,000 gallon Collapsible Tank Complete Assembly	1	\$	\$
4	Long-term Repair Kit	1	\$	\$
			TOTAL BASE BID:	

 _____ (IN WORDS)

Alternate Bid Item No. 1:

On-site demonstration of the deployment operations for one (1) 50,000 gallon collapsible tank.

\$ _____

_____ (in words)

Alternate Bid Item No. 2:

Extension of the storage life from twelve years and the service life from three years to twenty years and five years, respectively, for all tank assemblies.

\$ _____

_____ (in words)

Bidders shall complete the following table regarding Tank dimensions:

Tank Capacity (gal.)	Width (ft.)	Height (ft.)	Length (ft.)	Empty Weight (lbs.)
50,000				
100,000				
150,000				

EXCEPTIONS: YES _____ NO _____

(EXCEPTIONS INCLUDE THE WHOLE BID DOCUMENT, OUR SPECIFICATIONS, INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS)

ACKNOWLEDGEMENTS & DECLARATIONS AND INFORMATION REQUIRED W/ BID:

- ___ WRITTEN WARRANTY PROVIDED
- ___ NO. OF WEEKS FOR SHOP DRAWINGS SUBMISSION AFTER RECEIPT OF PURCHASE ORDER
- ___ NO. OF WEEKS FOR DELIVERY OF ALL COMPONENTS AFTER RECEIPT OF APPROVED SHOP DRAWINGS (PROVIDE LIST BY INDIVIDUAL TANK SIZE IF REQUIRED)
- ___ NO. OF DAYS FOR OPERATION & MAINTENANCE MANUAL SUBMISSION AFTER DELIVERY OF COMPONENTS
- ___ REFERENCE LIST FOR MINIMUM OF TEN TANKS OF THE SIZE RANGES SPECIFIED HEREIN MANUFACTURED IN THE LAST SEVEN YEARS (INCLUDE SIZE, OWNER, CONTACT PERSON, PHONE NUMBER). SERVICE TYPES IN THE ORDER OF PREFERENCE ARE RAW SEWAGE, FUEL, AND POTABLE WATER
- ___ CONCEPTUAL DRAWINGS OF EACH TANK SIZE
- ___ SAMPLE(S) OF FINISH CLOTH FOR EACH TYPE CLOTH PROPOSED, 16"X16" SIZE, WHICH SHALL ENCOMPASS A FABRICATED CORNER AND A SEAM

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

EXECUTED ATTACHED FORMS:

- ___ PROPOSAL FORM
- ___ BID BOND
- ___ EQUAL OPPORTUNITY FORM
- ___ CERTIFICATION OF NON-SEGREGATED FACILITIES FORM
- ___ DRUG-FREE WORKPLACE FORM

BIDDER: _____ ADDRESS: _____

BY: _____ TELEPHONE: (____) _____
(PRINT OR TYPE)

SIGNATURE: _____ FAX #: (____) _____

TITLE: _____ FEID #: _____

EMAIL ADDRESS: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, hereinafter _____ called the Bidder, and the _____, a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called Surety, are held and firmly bound unto the **Emerald Coast Utilities Authority** as Obligated, hereinafter called Owner, in the sum of _____

for the payment of which sum, well and truly to be made, the said Bidder and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Bidder has submitted a bid for **purchase / delivery of bladder storage tanks of various sizes for emergency repairs on the designated transmission main and other large force main**, Bid No. **CC2015-09**, known as:

**TRANSMISSION MAIN INTERRUPTION PLAN COMPONENTS –
COLLAPSIBLE TANKS**

NOW THEREFORE, if the Owner shall accept the bid of the Bidder and the Bidder shall enter into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Bidder to enter such contract and give such bond or bonds, if the Bidder shall pay to the Owner the penalty hereof, then this obligation shall be null and void, otherwise to remain in full force and effect, unless by Owner to Bidder; until Owner shall demand payment by Surety, all as allowed in the Contract Documents.

Signed and sealed this _____ day of _____ A.D. _____.

ATTEST:

(SEAL) _____ (Principal)

(Print/Type)

(Title)

ATTEST:

(Attach Certified Copy of Power of Attorney)

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

Signature

Date

Name & Title of Signer

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

_____ Signature	_____ Date
_____ Name & Title of Signer	

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

Bidder’s Signature

Date

Company: _____

Bid/RFP/PO: _____