

REQUEST FOR BIDS

BID NUMBER: 2015-27

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A BID ON ITEM (S) AS LISTED IN THIS BID REQUEST. IT IS THE INTENT OF THE EMERALD COAST UTILITIES AUTHORITY TO RECEIVE BIDS THAT WILL BE PUBLICLY OPENED AT **2:00 P.M., SEPTEMBER 15, 2015**, FOR

ITEM A – ELECTRIC MOTOR AND SUBMERSIBLE PUMP REPAIR & REWIND SERVICES

SEALED BIDS WILL BE RECEIVED UNTIL 2:00 P.M., SEPTEMBER 15, 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 – WITH ALL DECISIONS BEING MADE BASED UPON WHAT ECUA BELIEVES TO BE THE BEST INTERESTS OF ITS RATEPAYERS, IN THE REASONABLE EXERCISE OF ITS DISCRETION. ECUA FURTHER RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES AS MAY BE REQUIRED TO MEET THE NEEDS OF ECUA, AT THE UNIT PRICE WHICH WAS BID.

LEGAL ADVERTISEMENT

Sealed bids for Bid Number 2015-27, Electric Motor and Submersible Pump Repair and Rewind Services, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., September 15, 2015, at which time bids submitted will be publicly opened and read. Specifications and information may be examined and obtained from ECUA, Purchasing and Stores Manager (850-969-3350), or via the ECUA website at www.ecua.fl.gov under the tab Doing Business with ECUA, Bid Opportunities. Bids received after 2:00 p.m., local time, September 15, 2015, will be returned unopened. ECUA reserves the right to reject any or all bids and re-advertise.

Proposed Advertising Date 08/13/15

**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 2015-27, Electric Motor and Submersible Pump Repair and Rewind Services, 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., SEPTEMBER 15, 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., SEPTEMBER 24, 2015 IN THE ECUA BOARD ROOM, BUILDING 942, 9250 HAMMAN STREET, ELLYSON INDUSTRIAL PARK.

2. BID SUBMISSION:

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

3. CONVICTION OF PUBLIC ENTITY CRIME

A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO (\$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 SEPTEMBER 15, 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 SEPTEMBER 4, 2015, FOR CONSIDERATION.

EMERALD COAST UTILITIES AUTHORITY
ATTN: PURCHASING AND STORES MANAGER
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514-7038
PHONE: 850-969-3350
FAX: 850-494-7229
EMAIL: (Amy Williamson's email address) awilliamson@ecua.org

12. COMPLIANCE WITH SPECIFICATIONS:

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

13. UNIFORM COMMERCIAL CODE:

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

14. EXECUTION OF CONTRACT:

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

15. CONTRACTUAL AGREEMENT:

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.

EMERALD COAST UTILITIES AUTHORITY
BID NUMBER: 2015-27

SCOPE

PURPOSE

Electric Motor and Submersible Pump Repair and Rewind Services which may consist of the repair/refurbishment and/or rewind of electric motors as well as the repair/refurbishment of submersible pumps when the motor and pump are one unit, from various job sites within the ECUA operational area for lift stations and plants. The specific purpose of this bid is to establish an annual contract for the required materials and services and to secure the cost and availability of the services for procurement.

- **BLANKET ORDER**

Blanket Purchase Order(s) shall be issued as a result of this bid.

A master agreement with subsequent individual orders shall be used: therefore, for payment, each invoice must indicate the Blanket Purchase Order number followed by a valid vendor work order number and the corresponding INFOR work order number. No work shall proceed until this information is obtained and the required approvals obtained.

- **QUANTITIES**

Exact quantities of service to be procured under this contract cannot be determined at this time. Orders will be issued on an "as required basis"; this may include none, all, or part of the quantities specified, or may result in additional quantities. The quantities listed are estimated and only given as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.

- **DELIVERY**

The primary goal of this bid specification is the speedy acquisition of repair services for the Lift Station and Plant Mechanical Maintenance Divisions for electric motors and pumps; therefore, the vendor's responsiveness under the terms of this contract are paramount. The vendor shall be required to make repairs within five (5) working days for electric motors and within ten (10) working days for submersible pumps after approval.

Note: Any emergency repairs required which are a result of an unexpected and urgent request where operational or health and safety of the public is at risk shall be completed by the successful vendor within forty-eight (48) hours after notification by the ECUA and returned to the designated representative. Failure to communicate with the respective representative and to

respond within the time specified for emergency repairs may result in the work being performed by others and/or termination of this contract.

- **PRICES & TERM**

Bidders shall bid unit prices for the repair and refurbishing of electric motor and/or pump and motor and or rewind of motor. Prices shall include all transportation, labor, materials, and testing for the repair and refurbishment of submersible pumps and electric motors.

- **CONTRACT TERM**

This initial contract term shall be for a period of two years (24 months), commencing from date of award, unless renewed or terminated as provided in this bid document.

- **RENEWAL**

Provided that there are no changes of prices, terms, or conditions, this contract shall be automatically extended/ renewed beyond the first twenty-four (24) month contract period for two additional twelve (12) month periods not to exceed total contract duration of forty-eight (48) months. Written notice of non-renew must be submitted by the successful bidder 90 days prior to the end of a contract period.

- **WARRANTY, MAINTENANCE, SERVICE AND SUPPORT**

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the vendor for a minimum period of two (2) years, unless otherwise specified, from final acceptance by the ECUA to be free from defects due either to faulty materials, equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the vendor is warranted and guaranteed by the vendor to be such as to meet the required standards and OEM specifications of the repaired pump/ motor.

TECHNICAL SPECIFICATIONS

The successful Contractor shall provide all required services including: labor, materials, testing, when required - equipment pick up and or delivery for the repair and refurbishment of submersible pumps and electric motors and perform any reconditioning /rewind work necessary to return the equipment to fully operational with a two year warranty.

I. INTENT

The intent of this repair specification is to achieve a consistent, high quality diagnosis, repair and/or overhaul of an electric motor and/or pump/submersible pump and motor, and to return it to OEM specification with a minimum of delay and cost. Not all repair situations can be covered in this repair specification. In the absence of specific instructions, the requirement shall be to restore the electric motor or pump and motor to its manufactured condition.

• REFERENCE DOCUMENTS

The references to be used in conjunction with these repair specifications are the latest editions of the following:

1. VAUGHEN'S Pricing Publishing Co. Inc., Motor & Pump Repair Price Guide
2. UL - UL674 Electric Motors and Generators for use in Hazardous Locations
3. Electrical Apparatus Service Association's (EASA)-AR100-1998 Recommended Practice for the Repair of Rotating Electrical Apparatus
4. IEEE- Std. 43, Recommended Practice for Testing Insulation Resistance of Rotating Machinery
5. IEEE- Std, 112, IEEE Standard Test Procedure for Polyphase Induction Motors and Generators
6. ISO-Std. 1940-1, Mechanical Vibration- Balance Quality Requirements of Rigid Rotors
7. NEMA- Std. MG-1-2009, Motors and Generators
8. ABMA- ANSI/ABMA Std. 7, Shaft and Housing Fits for Metric Radial ball and Roller Bearings.
9. National Electrical Code (NEC)
10. National Fire Protection Agency (NFPA)

- HAZARDOUS LOCATIONS

Motors intended for use in hazardous locations will have a nameplate to that effect. The repair work shall be done in a facility that has been certified by the Underwriters Laboratories to meet the requirements of UL674 Qualification of Facilities Engaged in the Repair of Electric Motors and Generators for use in Hazardous Locations. Subcontracting these services is prohibited.

- REFURBISH/ REPAIR. REWIND AND MACHINE WORK ESTIMATES and INVOICES

- a. After inspection of each submersible pump/motor, electric motor picked up or dropped off for repair, BUT before any repairs have commenced, the successful vendor shall provide the designated ECUA authorized representative with a written cost estimate of each repair request. The vendor shall provide a repair estimate with photo documentation, and a cost of replacement quote for each motor rewind. The vendor shall notify the ECUA authorized representative if the cost of the repair exceeds 65% of a new or replacement motor. At the discretion of the ECUA representative, they may elect to replace the submersible pump/motor through the appropriate supplier.
- b. Any work not covered under the rewinding and reconditioning paragraphs (including machine work) shall be based on hourly labor rates and parts markups as indicated on the bid form.
- c. The repair estimate shall include the following:
 1. Vendor Job Number/ Estimate Number and ECUA INFOR work order number.
 2. Itemized description of repair; does the motor need rewinding or just bearing replacement and cleanup. Substantiate findings.
 3. Any new parts needed.
 4. Time to complete the repair; along with a justification if longer than time specified per this bid specification.
 5. Cost for repair.
 6. Options and recommendations for repair/replacement, if any.
- d. When OEM specifications are not available, the successful vendor shall make repairs in accordance with the specified references.

- e. Vendor shall not commence repair of the motor until the ECUA department's authorized representative has approved the estimate.
- f. Estimate may be delivered by email, facsimile, or phoned in with an emailed copy. Estimate shall be provided within 48 hours of receipt of the damaged motor or pump. The estimate shall be authorized or rejected by the ECUA authorized representative prior to commencement of work. All invoices shall reflect the Vendor Job Number/Estimate Number and ECUA INFOR work order number, the Blanket Purchase Order Number, description of work, itemized parts and labor in accordance with the bid documents.

Failure to include the information stated shall delay the processing of the invoice.

- **MOTOR REPAIR PROCEDURES**

1. General: In general, repair of single and three-phase motors (all horse powers) shall include tear down and inspection, diagnose, repair, and reassembly. Work includes bearings replacement and all other items associated with motor rewind, machine shop service and testing. Upon repair, all motors shall be test run at rated voltage and performance shall be documented during test run.
2. Rewind Process: The entire insulation system, material, and methods of application shall be equal to or better than that used by the original equipment manufacturer. The following steps shall be included at a minimum:
 - a. Perform an offline motor circuit analysis test capable of measuring Resistance, Impedance, Inductance, Phase Angle, Current/Frequency, and a 1000 volt megger before and after servicing.
 - b. Disassemble, clean and inspect.
 - i. Completely disassemble motor and steam clean all mechanical parts using a mild detergent compatible with winding insulation; thoroughly rinse; bake dry.
 - ii. Disassembly documentation shall include the cause of failure and/or conditions contributing to failure.
 - c. Stripping
 - i. Windings shall be removed by temperature-controlled burnout with oven temperature suppression. Burn-out temperature shall not exceed 750 degrees Fahrenheit with chart recorder verification of time and temperature.

- ii. Windings shall be removed in such a fashion as not to damage or distort the core iron. Upon removal of the old windings and insulation, the core shall be thoroughly cleaned and inspected for burrs, or other imperfection.

NOTE: For all motors 25HP and above, three core loss tests are required. Specifically they shall occur upon disassembly, post burn out and a final core loss performed prior to the beginning of the rewind process utilizing the exact dimensions determined.

- iii. Core loss testing is the responsibility of the vendor to perform and document as-found prior to winding removal from the core. Core loss tests can be performed using a commercially available core loss tester or using manual calculations and “loop test” excitation techniques. If manual calculations are used, the ECUA reserves the right to review and verify the techniques used.

- iv. Hot spot temperatures are to be measured and recorded with a quality infrared camera. Images should be retained and made part of the final report. They should illustrate and denote the hottest core temperature in the subject area and denote the temperature of the background iron (non-hotspot area).

d. Winding

- i. General: Rewound motors shall meet or exceed all O.E.M. operating characteristics, unless otherwise specified by the ECUA representative. Class H insulation shall be used, unless otherwise specified. Magnet wire shall be a dual-coated, insulated wire of domestic manufacture that is hermetic-approved and meets or exceeds NEMA specification MW-35A (Inverter Duty). After winding and prior to resin treatment, windings will be surge-comparison tested and the results documented.

- ii. Resin Treatment: All windings shall be double-dipped with Class H varnish utilizing vacuum pressure impregnation (VPI) and baked.

- e. Leads shall be replaced with new leads; shall be a minimum of ten inches; shall be marked with wire numbers and be hydraulically crimped, lugs attached. Bolt size shall be in accordance with the NEC.
- f. Check balance - All rotors of motors rated at 25 HP and above shall be dynamically balanced, with the rotor running at rated speed where practical, but no less than 350 RPM in the balance stand using ISOStd1940-1 and NEMA Std-MG1. A printout tape from the

balance/analyzer shall be furnished detailing the final balance values. This tape will be attached to the repair documents when the motor is delivered.

- g. Check shaft straightness- Measure the bearing bores, shells, housings and shaft journals using a micrometer. Outside diameter of bore in housing shall meet OEM or SKF specifications. Machine repairs are necessary when bearing tolerances/ journal housing tolerance exceeds OEM/ SKF specifications. Machine work shall be approved by the authorized ECUA representative before being performed or machine work may not be paid for. Bearing journals, seal surfaces and bearing housing restoration shall be done by machining or boring and bushing. Documentation of before and after measurements shall be made.
 - h. Install new bearings per OEM specifications. All grease fittings, plugs, etc. shall be replaced unless otherwise indicated by the Authorized ECUA representative. Bearings shall be properly lubricated and bearing oil reservoirs shall be filled where practical. All equipment shall be tagged with information as to whether or not bearing oil reservoirs were filled and what type of lubricant was used. All removed bearings shall be returned to the ECUA upon request.
 - i. Replace all gaskets.
 - j. Reassemble, perform a velocity spectrum vibration test, perform an offline motor circuit analysis test, and paint the motor to the O.E.M. color.
 - k. A copy of all tests indicating satisfactory results shall be submitted to the designated ECUA representative with the repaired motor.
3. Motor Reconditioning Process: shall include the following steps at a minimum:
- a. Perform an offline motor circuit analysis test capable of measuring Resistance, Impedance, Inductance, Phase Angle, Current/Frequency, and a 1000 volt megger before and after servicing.
 - b. Disassemble, clean and inspect:
 - i. Completely disassemble motor and steam clean all mechanical parts using a mild detergent compatible with winding insulation; thoroughly rinse; bake dry.

- ii. Disassembly documentation shall include the cause of failure and/or conditions contributing to failure.
 - iii. Visually inspect coils and windings for excessive wear, signs of conductor overheating or fatigue that possibly would not be apparent during an electrical test.
 - iv. All stators shall be surge-tested with an electronic surge tester specifically designed to apply a surge voltage street test simultaneously between turns of a coil, between phases, from winding to ground and to detect short-circuited turns in the winding under test.
- c. Insulation- Double dip following VPI 2000 procedures, with Class H varnish.
 - d. Check balance- All rotors of motors rated at 25HP and above shall be dynamically balanced, with the rotor running at rated speed where practical, but no less than 350 RPM in the balance stand.
 - e. Check shaft straightness- Measure the bearing bores, shells, housings and shaft journals using a micrometer. Outside diameter of bore in housing shall meet OEM or SKF specifications. Machine repairs are necessary when bearing tolerances/ journal housing tolerance exceeds OEM/ SKF specifications. Machine work shall be approved by the authorized ECUA representative before being performed or machine work may not be paid for. Bearing journals, seal surfaces and bearing housing restoration shall be done by machining or boring and bushing. Documentation of before and after measurements shall be made.
 - f. Bearings- If applicable, replace bearings per OEM specifications. Only SKF bearings shall be used for replacement bearings. Bearings shall be properly lubricated and bearing oil reservoirs shall be filled where practical. All equipment shall be tagged with information as to whether or not bearing oil reservoirs were filled and with the type of lubricant used. All removed bearings shall be returned to the ECUA upon request.
 - g. Gaskets shall be inspected and replaced if necessary.
 - h. Leads shall be inspected and replaced as necessary. Motor leads shall be permanently tagged with non-magnetic markers. Motor lead configuration shall not be altered. If submersible motor leads require alteration in length

or configuration, vendor shall coordinate with the ECUA representative to ensure sufficient cable length remains for the installation.

- i. Reassemble, perform a velocity spectrum vibration test, perform an offline motor circuit analysis test, and paint to the O.E.M.'s color.
 - j. A copy of all tests shall be submitted to the ECUA representative with the repaired motor.
4. Pump Reconditioning Process: When the motor and pump are one unit (submersible pump), the following steps shall be included at a minimum:
- a. Disassemble, clean and inspect
 - b. Replace seals and ball bearings per OEM specifications. Vendor shall use only manufacturer-recommended ball bearings or SKF bearings and mechanical seals. All removed bearings shall be returned to the ECUA representative upon request.
 - c. Change oil.
 - d. Follow rewind process for motor, as outlined above.
 - e. Impeller and wear ring shall be inspected. Vendor shall ensure that both impeller and wear ring are less than 10% worn in accordance with the original manufacturer's specification including the clearance between the impeller and the wear ring.
 - f. Vendor shall inspect the volute and repair or replace as needed depending on damage found.
 - g. Reassemble and test.

- **MACHINE WORK DEFINED**

Machine work, as defined herein, shall apply to the drilling and tapping of broken bolts, the repairing of damaged locking rings and stators, the replacing of power cords, power cord assemblies and power cord connectors and repairs to impellers, covers, volutes, mounting rails, bearing journals, pump shafts and anything else not listed.

- **REPLACEMENT MOTORS**

The ECUA will consider the purchase of replacement electric motors and/or pump and motor under this bid based on the following conditions:

1. In the event that the cost for the repair of any electric motor and/or pump and motor exceeds 65% of a new replacement or in the event that the electric motor and/ or pump and motor cannot be repaired, the vendor will notify the ECUA representative and will afford the ECUA an opportunity to purchase the new replacement electric motor.
2. The ECUA shall not be obligated to purchase the replacement electric motor (or pump and motor) from the vendor if more economical pricing is available through other suppliers or established contracts. Replacement pumps shall be purchased directly through the manufacturer's representative by the ECUA representative.

QUALIFICATIONS OF THE CONTACTOR

(Subcontracting any of the following services is prohibited)

- a. Vendor shall have been registered with the Florida Department of State, Division of Corporations for at least five (5) continuous years.
- b. Vendor shall have been certified as an "Explosion-Proof, UL Facility" for at least two (2) continuous years and shall provide a copy of his certification with the bid submittal.
- c. Vendor shall be a fully certified UL facility.
- d. Vendor shall be EASA Certified and maintain the certification throughout the contract.
- e. Vendor shall have all engineering, design, welding, heat-treating, machining, balancing, calibrating and testing capabilities necessary to completely refurbish/rewind any pumps/motors listed on the bid form.
- f. Vendor shall have the capabilities to perform VPI 2000 procedures on all motors up to 600 HP and 48" in diameter.
- g. Service capabilities will include but not be limited to: Curing (Bake out) and burnout oven, both with controlled temperature gauges with chart recorder documenting time and temperature; shop cranes; despoiling devices; winding system and VPI capability without subcontracting any services.
- h. Equipment used for inspecting, calibrating and testing pumps and motors shall be up-to-date and have calibration certificates traceable to NIST standards where applicable.

Vendor shall make available, upon request, data confirming the equipment used for inspecting, calibrating and testing pumps and motors is up-to-date along with calibration certifications which are traceable to NIST standards where applicable.

- i. Calibration equipment shall include, at a minimum: gage blocks, micrometers, dial indicators, volt meters, amp meters, test panels and vibration analyzers.
- j. Motor thermal imaging capability.
- k. Field laser alignment and balancing capability.
- l. Core loss testing capability.
- m. The successful vendor shall be capable, when required, to pick up and deliver any tall submersible pumps and/or electric motors to be repaired/refurbished at no additional cost to the ECUA with the appropriate sized trucks and possess a crane boom truck with a minimum of 10 ton capability with appropriate reach.
- n. Authorized Warranty Facility for KSB; Fairbanks Morse; Hydromatic (Pentair); Grundfos and Wilo-EMU submersible pumps and motors. (Provide Manufacturer reference letter).
- o. Ability to provide field support within two hours' notice to any site within ECUA's system 24 x 7 x 365; without exception.
 - Field pick-up/ delivery.
 - Change motor voltage for emergency installations.
 - Onsite repairs as needed
- p. Ability to rebuild submersible pumps from 2" to 16" discharge.
- q. Ability to provide ceramic coatings and other industrial coatings on metal surfaces.

**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.

ADDITIONAL INSURANCE

If checked below, the Organization requires the following additional types of insurance.

Property Coverage for Leases

The Other Party shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building, improvements and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Coverage shall also include continued full payment of rents to the Organization for up to one year after damage or destruction of the property.

Commercial General Liability Coverage Project Aggregate

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$_____ is required by the Organization for this agreement or contract.

Liquor Liability Coverage

In anticipation of alcohol being served, the Other Party shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Other Party's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella/excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Other Party shall provide for the Organization an owners protective liability insurance policy (preferably through the Other Party's insurer) in the name of the Organization.

This is redundant coverage if the Organization is named as an additional insured in the Other Party's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Other Party's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for special perils (all risks or equivalent) of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering on-site and off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

If flood and/or earthquake risks exist, flood and/or earthquake insurance are to be purchased.

If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased.

If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the Organization and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Other Party, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Other Party's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Other Party. All risks coverage is preferred.

Fidelity/Dishonesty Coverage - for Employer

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Other Party's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage - for Organization

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in loss to the Organization.

Garage Liability Coverage

Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody and control of the Organization's vehicles.

Garagekeepers Coverage (Legal Liability Form)

Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the Organization's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

Garagekeepers Coverage (Direct-Excess Form)

Garagekeepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the Organization's vehicles while in the care, custody and control of the Other Party. This form of coverage responds on a legal liability basis, and also without regard to legal liability on an excess basis over any other collectible insurance.

Watercraft Liability Coverage

Because the Other Party's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, nonowned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for bodily injury and property damage.

United States Longshoremen and Harborworkers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for applicable exposures (for work on, over or in navigable waters) which may arise from this agreement or contract.

Aircraft Liability Coverage

Because the Other Party's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, nonowned and hired.

The minimum limits of coverage shall be \$__,000,000 per occurrence, Combined Single Limit for Bodily Injury (including passenger liability) and Property Damage.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. The recommended minimum coverage is \$1,000,000. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond.

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

If checked below, the Organization requires the following terms and types of insurance for professional, malpractice, and errors or omissions liability.

Hold Harmless

The following replaces the previous Hold Harmless wording.

The Organization shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

The Organization shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

Professional Liability/Malpractice/Errors or Omissions Insurance

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$_ ,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and

with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

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 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 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.

EMERALD COAST UTILITIES AUTHORITY

GENERAL PROVISIONS

PURCHASE ORDER/CONTRACT

1. Supplies are of domestic origin unless indicated by quote.
 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** – In addition to all warranties, established by statute or common law or set forth elsewhere in this order. The Vendor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by ECUA and shall be of the best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable of good material and workmanship and free from all patent and patent defects. ECUA’s failure to give notice to Vendor of any breach of warranty shall not discharge Vendor’s liability therefore. Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by ECUA.
21. **PATENTS** – Vendor shall protect and indemnify ECUA against all claims, judgments and expenses arising from infringement or any patent by any of the goods delivered hereunder. Vendor shall defend or settle at its own expense any proceeding brought against ECUA for such infringement provided Vendor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by ECUA for the defense or settlement thereof.
22. **INSTALLATION** – If this order required the services of ECUA experts or employees of ECUA safety rules and fire regulations, Vendor assumes full responsibility for their acts and omissions and agrees to save ECUA harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Vendor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Vendor’s obligations hereunder. If Vendor furnishes materials and services for construction and improvement of realty and the installation of personalty for a lump sum amount, Vendor agrees to furnish an analysis thereof as ECUA may reasonably require for accounting purposes. Vendor shall be solely responsible for materials furnished by ECUA on other than a charge basis in connection with this order.
23. **NON-DISCLOSURE** – Without prior written consent of ECUA in each instance, Vendor shall not reveal to a third party the details, characteristics or any information on materials made to the special order for ECUA or use reproductions thereof and any promotional media or reveal that, ECUA is purchasing the materials hereunder.
24. **COMMERCIAL WARRANTY** – The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights to the Emerald Coast Utilities Authority by any other clause of this contract.
25. **DEVIATION FROM SPECIFICATIONS** – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.

EQUAL OPPORTUNITY CLAUSE

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status. 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, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status. 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, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status.

(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, creed/religion, national origin, age, marital status, or veteran status because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts or purchase orders exceeding \$10,000; that he will retain such certifications in his files and make them available to the Emerald Coast Utilities Authority upon request.

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

Signature

Date

Name & Title of Signer

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

Bidder's Signature

Date

Company: _____

Bid/RFP/PO: _____

EMERALD COAST UTILITIES AUTHORITY
BID NUMBER: 2015-27
PROPOSAL FORM

TO: EMERALD COAST UTILITIES AUTHORITY
PENSACOLA, FLORIDA

DATE: _____

GENTLEMEN:

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

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

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

ITEM A – ELECTRIC MOTOR AND SUBMERSIBLE PUMP REPAIR & REWIND SERVICES

EXCEPTIONS: YES _____ NO _____

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

BID FORM
ELECTRIC MOTOR AND SUBMERSIBLE PUMP REPAIR AND REWIND SERVICES

ITEM	QUANTITY	WORK SCOPE	COST
1. 150 HP Fairbanks Morse Submersible Pump	1	1800 RPM, 460 V, 365T Frame; Rewind pump motor; Replace 6310 Bearing; Replace 5318 Bearing; 3.25" US Seal; 3.0" US Seal; replace 55' 16/5 SO cable; 1.5 Gallons of oil.	
2. 150 HP Fairbanks Morse Vertical Turbine Pump	1	1180 RPM, 460 V, 173.9 A, 400T Frame; Recondition pump motor; 1 - 6211 Sealed Bearing; 1 - 7320 thrust bearing; 2 - O-Ring kit; 1 - PS-685 Mechanical Seal (3.75"); 1 - PS-425 Mechanical Seal (3.50"); 1 - Turn and sleeve ODE Journal; Bore and sleeve ODE Housing	
3. 490 HP WILO-EMU Submersible Pump	1	1190RPM; 460 V; Rewind pump motor; 2- 7322 thrust bearings; 1 - 6315 Bearing; 1-MG-1/100-2 Mechanical Seal; 1 - MG/95-2 Mechanical Seal; 1 - 170 x 200-15 Oil Seal; 2 - 120x150x12 Oil Seal; 1 - 1502 x 180 x 15 Oil Seal; 1 - O-Ring Kit	
4. 50 HP KSB Submersible Pump KRT-200-400406XG-S	1	1180 RPM, 460 V, 69 A;; Rewind pump motor; 1 - 6316 Shielded Bearing; 1 - NU211 Roller bearing; 1 - 65mm Upper Mechanical Seal; 1 - 55mm Lower Mechanical Seal ; 1 - O-Ring Kit; 1 - 75 x 105 x 13 Oil Seal; 1 - Hard Stainless steel Impeller Wear Ring; 1 - Hard Stainless Steel Volute Wear Ring; Apply Belzona to impeller and volute; Machine exit hole on housing	
5. 50 HP Fair Banks Morse Submersible Pump - M/N S4BX50000FC	1	1750 RPM, 460 V; Recondition pump motor; 1 - 7313 Ball Bearing; 1 - 6308 Ball Bearing; 2 - PS-1678 Mechanical Seals; 1 - Oring Kit; 6 - Gallons Oil; 1 - impeller; 1 - Bore and bush DE housing	
6. 600 HP Siemens Motor - S/N 1655590-0100-1;	1	712 RPM, 480V, 580 Frame; Recondition motor; 1 - 7330 thrust bearing; 1 - 6222 Shielded Bearing; 1 - New bearing RTD; 1 - Inpro Seal; 1 - Turn and Sleeve top hat; 1 - Bore and bush DE housing	
7. 200 HP Explosion Proof Siememns Type RGZZESD	1	1800 RPM, 460V, Frame 449T; Recondition motor; 1 - NU211 Roller Bearing; 1 - 6316 shielded replacement bearing; Provide UL explosion proof recertification and attach data plate to motor.	
8. 60 KW Kohler Generator Rewind	1	M/N 60RE0Z1BT; 3600 RPM, 230/460 V; Rewind Generator; 1 - 6308 Bearing; Voltage Selector E-Switch, Handle, Padlock and Screw coupling; All labor required to disassemble, inspect and test.	
9. 194 HP - KRT Submersible Pump M/N KRT250-370	1	1780RPM, 460V; Recondition motor; 2 - 7320 ball bearings; 1 NU211 Ball Bearing; 95 x 150 x 12 seal; 1 - 115 x 140 x 12 Seal; 1 - 20 x 150 x 12 Seal; 1 - 75 mm upper seal; 1 - 65 mm lower seal; 1 - O-Ring Kit; 18 Gallons Glycol; 1 - Turn and sleeve ODE journal	
Total for Bid Award Purposes			\$

BID FORM
ELECTRIC MOTOR AND SUBMERSIBLE PUMP REPAIR AND REWIND SERVICES

ITEM	COST
Percentage Markup for parts required to complete the Rewind or Recondition services of Electric Motors or Submersible Pumps	%
Hourly Labor Rate Shop	\$
Hourly Labor Rate field	\$
Hourly Labor Rate machine shop	\$
Hourly Rate Boom Truck	\$
Emergency Hourly Labor Rate Shop	\$
Emergency Hourly Labor Rate field	\$
Emergency Hourly Labor Rate machine shop	\$
Emergency Hourly Rate Boom Truck	\$
Any other itemized hourly charges, write in below:	

BID FORM

ELECTRIC MOTOR AND SUBMERSIBLE PUMP REPAIR AND REWIND SERVICES

THE FOLLOWING DISCOUNTS ARE OFFERED FOR THE PURCHASE OF A NEW ELECTRIC MOTOR

MANUFACTURER	FIXED DISCOUNT% OFF
Baldor	
Siemens	
WEG	
Eaton	
EIM	
Fairbanks Morse	
Emerson	
General Electric	
Goulds	
Grundfos	
Hydromatic	
KSB	
Nord	
Marathon	
Reliance	
SEW- Euro Drive	
TECO-Westinghouse	
Toshiba	
US Electric Motors	
Westinghouse	
WEMCO	
Any other manufacturers:	

Bidder Name: _____

1. Bidder's electrical motor repair service facility is certified as an "Explosion Proof, UL Facility" for at least two continuous years. Yes/ No (Attach a copy of the certification with Bid submittal.)
2. Provide at least three references for similar contracts/ scopes you have been involved with. Provide a summary of the size, scope and value along with Company name and point of contact with phone number. (A listing may be attached)
3. Have you ever failed to complete projects awarded to you? Or failed to complete projects within Contract Time? If so, state when, where (contact name, address, phone number) and why.
4. Have you ever been prohibited from providing a Bid to a governmental entity? If yes, name the entity and describe the circumstances:
5. Although prohibited by this scope of work, please provide any instances where subcontracting any services may be required. If so, please list your preferred suppliers. (A listing may be attached)
6. What equipment do you own to accomplish this Work? (A listing may be attached)
7. What equipment will you purchase/rent for the Work? (Specify)

Bidder Name: _____

Authorized Signature: _____

PAYMENT TERMS:

(FOB PENSACOLA)

WARRANTY:

ITEMS ENCLOSED:

___ QUALIFICATIONS DATA

BIDDER:_____

BY:_____
(PRINT OR TYPE)

SIGNATURE:_____

TITLE:_____

ADDRESS:_____

TELEPHONE:() _____

FAX NUMBER:() _____

FEID NUMBER:_____

EMAIL ADDRESS:_____

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

EXECUTED ATTACHED FORMS:

- ___ PROPOSAL FORM
- ___ DRUG-FREE WORKPLACE FORM
- ___ EQUAL OPPORTUNITY FORM
- ___ CERTIFICATION OF NONSEGREGATED FACILITIES FORM

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