

REQUEST FOR BIDS

BID NUMBER: 2018-12

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., OCTOBER 16, 2018**, FOR THE FOLLOWING:

ANNUAL WATER WELL MAINTENANCE AND REPAIR

SEALED BIDS WILL BE RECEIVED UNTIL 2:00 P.M., OCTOBER 16, 2018, 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 2018-12, Annual Water Well Maintenance and Repair, 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, October 16, 2018, at which time bids submitted will be publicly opened and read. It is the intent of the ECUA to enter into a contract for the maintenance and repair of the ECUA's water wells. The work involved is divided into several major tasks that identify well maintenance and repairs required for wells. Several of the tasks are separated into different well sizes that will require individual cost estimates. Specifications and information may be obtained free of charge from ECUA Purchasing and Stores Manager (850-969-3350), or via email at amy.williamson@ecua.fl.gov, or on the web at www.ecua.fl.gov. Bids received after 2:00 p.m., local time, October 16, 2018, will be returned unopened. ECUA reserves the right to reject any or all bids and re-advertise.

Proposed Advertising Date: 9/13/18

**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 2018-12, Annual Water Well Maintenance and Repair for the following reasons:

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

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet bond/insurance requirements.

_____ Specifications are unclear (explain below).

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

_____ Other (specify below).

Remarks: _____

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

NOTE: Statement of No Bid may be faxed into the Purchasing and Stores Division, (850-494-7229) Attention: 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: (AWAITING YOUR ADJUSTED LANGUAGE)

BIDS ARE PRESENTLY SCHEDULED TO BE RECEIVED BY 2:00 P.M., OCTOBER 16, 2018, IN THE ECUA PURCHASING SECTION, 2ND FLOOR, EMERGENCY OPERATIONS SUPPORT ADDITION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK. IT IS ANTICIPATED THAT BIDS WILL BE CONSIDERED BY THE ECUA CITIZENS' ADVISORY COMMITTEE SCHEDULED TO MEET AT 2:00 P.M., NOVEMBER 7, 2018, IN THE ECUA BOARD ROOM, 1ST FLOOR, EMERGENCY OPERATIONS SUPPORT ADDITION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA FL 32514. THE ECUA CITIZENS' ADVISORY COMMITTEE RECOMMENDATION WILL BE PRESENTED TO THE ECUA BOARD AT THEIR MEETING SCHEDULED FOR NOVEMBER 15, 2018, IN THE ECUA BOARD ROOM.

2. BID SUBMISSION:

ONE ORIGINAL AND FOUR COPIES OF 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 BID NAME. 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 OCTOBER 16, 2018, AND WILL REMAIN POSTED FOR 72 HOURS EXCLUDING WEEKENDS AND HOLIDAYS.

11. BID QUESTIONS:

ALL QUESTIONS ABOUT THE MEANING OR INTENT OF THE BIDDING DOCUMENTS ARE TO BE SUBMITTED TO AMY WILLIAMSON., IN WRITING VIA EMAIL AT amy.williamson@ecua.fl.gov UP TO SEVEN DAYS PRIOR TO THE BID OPENING. INTERPRETATIONS AND CLARIFICATION CONSIDERED NECESSARY IN RESPONSE TO SUCH QUESTIONS WILL BE ISSUED BY ADDENDA TO THE ECUA WEBSITE. QUESTIONS RECEIVED LESS THAN SEVEN (7) 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 CLASSIFICATIONS WILL BE WITHOUT LEGAL EFFECT.

12. COMPLIANCE WITH SPECIFICATIONS:

IN ORDER TO DETERMINE THAT YOUR BID COMPLIES WITH BID SPECIFICATIONS, PRODUCT LITERATURE AND/OR DATA/INFORMATION MUST BE INCLUDED WITH THE BID PROPOSAL AS INDICATED IN THE SPECIFICATIONS. ANY DEVIATIONS FROM THE BID SPECIFICATIONS SHOULD BE IDENTIFIED SEPARATELY. FAILURE TO INCLUDE SUCH PRODUCT LITERATURE AND/OR DATA/INFORMATION SHALL BE GROUNDS FOR REJECTION OF ANY BID.

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. CONTRACTS EXCEEDING ONE YEAR:

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

18. 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 FACSIMILIE, BY TELEPHONE, BY ELECTRIC MAIL, OR BY ANY OTHER MEANS OF COMMUNICATION.

19. 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 ADVERTISED AND THE TIME THE ECUA BOARD AWARDS THE CONTRACT AND ANY RESULTING BID PROTEST IS RESOLVED OR THE SOLICITATION IS OTHERWISE CANCELLED. CONDUCT INCONSISTENT WITH THIS SECTION MAY BE GROUNDS FOR DISQUALIFYING THE OFFENDING PROPOSER FROM CONSIDERATION OR ANY FUTURE PROPOSAL.

OTHER PROVISIONS

Contractor is required to comply with public records laws codified in Chapter 119, Florida Statutes, and is specifically required to:

- a. Keep and maintain public records required by ECUA to perform the service.
- b. Upon request from ECUA's custodian of public records, provide ECUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to ECUA.
- d. Upon completion of the contract, transfer, at no cost, to ECUA all public records in possession of the Contractor or keep and maintain public records required by ECUA to perform the service. If the Contractor transfers all public records to ECUA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to ECUA, upon request from ECUA's custodian of public records, in a format that is compatible with the information technology systems of ECUA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

THIS CONTRACT, CONTACT ECUA'S CUSTODIAN OF PUBLIC RECORDS AT [850-969-3300](tel:850-969-3300), SHARON.HARRELL@ECUA.FL.GOV, AND SHARON HARRELL, 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

EMERALD COAST UTILITIES AUTHORITY
BID NUMBER: 2018-12

SPECIFICATIONS
ANNUAL WATER WELL MAINTENANCE AND REPAIR

CONTRACT EFFECTIVE: December 1, 2018 through November 31, 2019 (With two one-year optional extensions upon mutual written agreement of both parties, with no increase in price)

PURPOSE:

It is the intent of the Emerald Coast Utilities Authority to enter into a contract for the maintenance and repair of the ECUA's wells.

GENERAL DESCRIPTION:

The work involved is divided into several tasks that identify the work to be performed under each task. Several of the tasks are separated into different well sizes and depths that will require individual cost estimates. Specifications and information may be obtained from ECUA'S Purchasing and Stores Manager (850)-(969)-(3350). Bids received after the closing time will be returned unopened. ECUA has the right to reject any and all bids and re-advertise.

DESCRIPTION OF TASKS

TASK 1: Site meeting to look at condition of concern:

An ECUA staff member will contact the contractor's point of contact person of the need to meet at a well site to look into a concern. The contractor's representative shall be available to meet at the site within three (3) calendar days after notification of the need for a site meeting by ECUA. The contractor shall assess the condition causing the concern. Regardless of the condition of concern, the contractor is to take vibration readings on the top, sides and base of the motor coupled and uncoupled with a vibration-measuring device approved by ECUA. Vibration readings taken shall be provided in a report along with the motor manufacturer's maximum permissible vibration recommendations and the Hydraulic Institute's standards maximum permissible vibrations. The report shall include the contractor's findings along with a proposal of work to further investigate the problem, or work, recommended to resolve the problem.

Three copies of the report shall be delivered to ECUA within five (5) calendar days of the site meeting. ECUA will review the report and discuss the specifics with the contractor. If ECUA agrees with the proposed work, the contractor shall be issued a purchase order (PO) from ECUA as necessary.

TASK 2: Removal of the vertical turbine pump assembly:

The contractor shall be responsible for the removal of the motor, discharge head, pump discharge column, pump shaft, and pump bowls/impellers from the well. These items are to be stored at the site if room is available or at the contractor's facility. In either case, it shall be the contractor's responsibility to protect the equipment from the elements and damage. Photographs of the pump, pump discharge column, and pump line shaft shall be taken immediately upon removal from the well. During removal of the pump discharge column and shaft, the contractor shall assess the condition of both. For pump discharge column sections the condition of the interior and exterior of the column section walls, pipe end couplings and the supporting spiders for the line shaft shall be assessed. For the line shaft, the exterior surface and end couplings shall be assessed. The contractor shall mobilize on the site and commence work within fourteen (14)

calendar days of receipt of the PO from ECUA and alert ECUA in writing twenty-four (24) hours prior to mobilization.

TASK 3: Video Survey of the well casing and screen:

The contractor shall perform a video survey of the inner casing and screen from the ground surface to the bottom of the well with-in two (2) calendar days of removal of the pump assembly from the well casing. The video shall record the distance from ground surface in one foot increments. The video shall consist of downhole view of the entire well column with horizontal views taken a maximum of ten feet apart, at points of significant surface condition change, and at any change of casing/screen material. The camera shall be equipped with a light capable of illuminating the wall of the casing/screen and down hole of the camera. The camera used shall be equivalent in resolution, field of view and articulation to a Laval Underground Surveys model R10 camera. Two (2) copies of the video shall be provided to ECUA's Water Production Department with-in two (2) calendar days of the day the video was taken. The contractor is to provide a report indicating the contractor's interpretation of the video with suggested further actions to be taken along with proposed costs and a schedule of work. ECUA shall review the video and report within seven (7) calendar days of the receipt and will contact the contractor to discuss the findings. ***NOTE: No further action is to be taken by the contractor until ECUA has reviewed the video and consulted with the contractor on further actions to be taken. This includes placing the pump assembly back into the well column.***

TASK 4: Disassembly of the pump:

If it is suspected that the existing pump is the cause of the problem, the contractor is to disassemble the pump to check on the condition of the bowls, impellers, bearings, wear plates, etc. The contractor shall provide a report to ECUA on their findings along with a recommendation of work required to resolve problems determined with the pump. The report will provide alternatives for restoring the pump to efficient operating conditions with a schedule provided for each alternative. A detailed list of parts required for each alternative along with detailed pricing of parts, materials and labor shall be provided. The report shall be prepared by a Water Well Contractor Licensee or Professional Engineer, licensed to practice in the state of Florida, with experience in the design, operation and maintenance of public supply wells. The report shall contain photos taken of the pump assembly components prior to disassembly, during disassembly and after all parts have been disassembled. Reassembly is also to be included in this task. The report shall be delivered to the ECUA within 14 calendar days of the delivery of the PO to perform this task or within 14 days of the completion of TASK 2 if both tasks are listed on the same PO. The report can be in the form of a printed document or an email.

TASK 5: Rehabilitate or replace pump discharge column sections or suction column sections

If during TASK 2 the contractor discovers that any or all of the existing pump discharge column sections or pump suction column sections need rehabilitation or replacement the contractor is to contact a representative of ECUA’s Water Production Department with-in two (2) calendar days to schedule a meeting to look at the sections of the pump discharge column and suction sections to come to an agreement on what actions to take. The contractor shall prepare and submit a proposal to ECUA to rehabilitate or replace sections of pump discharge or suction column in accordance with the decisions made at the meeting. The proposal shall include a schedule of delivery of the rehabilitated or replaced sections of column.

ITEM 1: Rehabilitate existing pump discharge column or suction column sections

The interior and exterior of each column section shall be blasted to white metal (SSPC-SP10) then shop coated with two coats of potable water safe, NSF approved high-build epoxy to a total dry film thickness (DFT) of 14 mils minimum. The DFT per coat shall be more than the minimum thickness recommended by the coating manufacturer and shall be no more than the maximum thickness per coat. Improper coat thickness application shall be corrected in a manner acceptable to ECUA.

ITEM 2: Provide new pump discharge column or suction column sections:

New pump discharge column sections shall be constructed of low-carbon steel (304L) with a minimum wall thickness of:

Size column	Min. wall thickness
6”	0.280”
8”	0.322”
10”	0.365”
12”	0.375”

Carbon steel must meet the requirements of ASTM Designation A53/A53B, or API Standard Specification 5CT or 5L. Discharge column sections shall be provided in standard ten-foot lengths threaded at each end. The column ends shall butt together and be connected by threaded sleeves. New pump discharge column sections shall contain a heavy bronze or cast-iron supporting spider for the line shaft at each joint 10-feet apart. When cast-iron spiders are used, the spider shall be an integral part of the column coupler. Must have five (5) feet minimum top and bottom column sections. Top column pipe shall be lugged prior to coating. The interior and exterior of each pipe section shall be sandblasted to white metal (SSPC-SP10) then shop coated with two coats of potable water safe, NSF approved high-build epoxy to a dry film thickness (DFT) of 14 mils minimum. The total per coat shall be more than the minimum thickness recommended by the coating manufacturer and shall be no more than the maximum thickness per coat. Improper coat thickness application shall be corrected in a manner acceptable to ECUA.

Submittals required:

The contractor is to provide information substantiating that any new column section meets the requirements listed above. In addition, information such as the coating manufacturer, coating type, and manufacturer's coating application recommendations, minimum and maximum blasting profiles, and other pertinent information shall be provided.

TASK 6: Reinsertion of the pump assembly into the well column.

Installing the pump (with suction column), pump shaft and discharge column back into the well casing. Upon receipt of **written** approval from ECUA, the contractor is to install the pump, pump shaft and pump discharge column back into the well. The contractor is to take vibration readings on the top, sides and base of the motor coupled and uncoupled with a vibration-measuring device approved by ECUA. Vibration readings taken, the pump and motor manufacturer's maximum allowable vibration recommendations and the Hydraulic Institutes Standards maximum permissible vibration amounts shall be provided to ECUA's Water Production department in writing. If vibration readings taken show that the pump and/or motor are outside the manufacturer's or the Hydraulic Institutes maximum allowable vibration limits the contractor shall take those actions necessary to get vibrations within the manufacturer's recommendations and/or the Hydraulic Institute Standards. Once the assembly is aligned, plumb and balanced the contractor shall disinfect the well column in accordance with the requirement indicated in **TASK 8**.

Submittals required:

The contractor is to provide proposed elevations of the top of the pump, bottom of the pump suction pipe along with existing screen elevations. ECUA staff will review the information provided and provide approval or propose a change in elevation to the contractor. This information shall be provided in a drawing.

TASK 7: Well and pump performance/efficiency tests

The contractor shall submit a plan to ECUA for approval that will allow for 3 points to be established to define the pump curve. In general, it will follow the following criteria: Test pump the well at its normal operating flow rate for a period of 3 hours. For 2 hours the well shall be pumped at system pressure, then 1 hour at system pressure minus 25% and then instantaneously at shut off head. The following data is to be obtained and recorded:

- Flow rate and discharge pressure
- Static water level before pumping
- Water surface elevation each hour of the flow test.

With this data, drawdown and specific capacity are to be determined and presented in the report. Elevations are to be measured from the ground surface.

TASK 8: Disinfection:

The contractor shall disinfect the well in accordance with AWWA C 652.

The contractor is to submit a detailed step-by-step plan for the disinfection procedure including flushing of the well column. Once the disinfection process is complete, the well shall be flushed to waste until the disinfection residual is less than 0.2 ppm as measured by a device capable of measuring chlorine residual to the nearest 0.1ppm. The disinfection task is not considered complete until acceptable (absent detection of bacteria) bacteriological test results are received and the well can be placed back into service.

Submittals required:

The contractor is to provide information on the proposed disinfectant to be utilized, any additives to be utilized, mechanical agitation proposed, flushing and disposal of water and other pertinent information.

Three (3) copies of the information required shall be submitted.

SPECIAL NOTE:

If the contractor does not meet the time stipulations contained in the tasks listed above ECUA reserves the right to cancel the contract without prejudice to any other relief to which it may be entitled.

GENERAL NOTES:

- A) Insurance: Vendor awarded this contract will supply ECUA with an insurance certificate complying with insurance requirements prior to the start of the contract. (See Risk Management/Insurance Requirements)
- B) A statement of the bidder's qualifications shall be included as part of this proposal and shall be a factor used in the selection of the successful bidder.
- C) The contractor and its employees, any material suppliers or anyone associated with the contractor shall meet ECUA security requirements for entry into an ECUA water production site. This includes the submittal of results of a criminal history background check to ECUA prior to entry onto any water production site. Criminal history checks must be conducted by/through a law enforcement agency, or agency having access to such information. Public records checks are not acceptable. Anyone entering an ECUA site must have an ECUA Identification badge prominently displayed on them at all times while on the site.
- D) For technical information, contact Tom Dawson at 850-969-3341 or email to thomas.dawson@ecua.fl.gov. For questions pertaining to the bid, contact Amy Williamson at 850-969-3350 or email to amy.williamson@ecua.fl.gov.

ADDITIONAL WORK ITEMS

For work requested by ECUA or identified by the contractor but not listed in the tasks above the contractor is to provide ECUA with a proposal to perform the work identified. The proposal shall contain an itemized cost of materials and labor along with a schedule to perform the work. If ECUA desires for the work to be performed by the contractor in accordance with the proposal provided ECUA will issue a separate purchase order for the work.

- A) In order to maintain the value of presently installed units, stored spares and future interchangeability of parts, all pump parts and components supplied shall be genuine pump parts as manufactured by ITT Gould's Pumps and supplied through their authorized distributor. The parts and components shall be duplicates to the original equipment in both material and construction. Any exception to this has to be approved of beforehand in writing by ECUA.
- B) ECUA reserves the right to supply any and all repair parts as needed. ECUA reserves the right to issue an RFP for any and all replacement parts as needed.
- C) ECUA reserves the right to inspect all parts and components removed to verify the condition of said parts and components. All parts and components replaced shall be the property of ECUA.

Name of Contractor

CONTRACTOR'S EXPERIENCE QUESTIONNAIRE

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? _____
2. How many years experience has your organization had (a) as a general contractor? _____ (b) as a sub-contractor? _____
3. What water well maintenance projects have your organization completed within the past 5 years? Please attach a list with the following information: Contract Amount, Completion Date, Name and Address of Owner.
4. Have you ever failed to complete any work awarded to you? _____ If so, please attach a statement stating where and why.
5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? _____ If so, attach a statement stating name of individual, other organization and reason therefore.
6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? _____ If so, attach a statement stating name of Owner and reason therefore.
7. Attach a list of your major equipment assets to perform the work in which you are requesting prequalification.

Name of Person Answering This Questionnaire

Date

Name of Contractor

TABLE 1

WATER WELL MAINTENANCE EXPERIENCE

(Insert project histories demonstrating Applicant has successfully completed at least 5 previous Water Well Maintenance Projects.)

Owner Name and Address	Contact Name and Phone Number	Completion Date (mm/yy)	Water Well Maintenance Projects	Manufacturer and Model of Water Well Equipment Installed	Name of Project Foreman or Individual Responsible for work and Company Affiliation

TABLE 2

FOREMAN EXPERIENCE

(Insert name and experience of foreman demonstrating supervisory responsibilities for installation of a minimum of 5 Water Well Maintenance Projects.)

Name of foreman proposed for this project and whose experience is documented in this Table and Table 1 as noted:

. (Insert Name)*

(1) Owner Name and Address	(2) Contact Name and Phone Number	(3) Completion Date (mm/yyyy)	(4) Number of Water Well Maintenance Projects Completed (list by project name)	(5) Manufacturer and Model of Water Well Equipment Installed

* Provide additional copies of this Table as appropriate when proposing to use more than one foreman for the project.

(Insert Resume of Project Foreman)

**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 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.

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.

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 **\$1,000,000** is required by the Organization for this agreement or contract.

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.

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.

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.

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. \$1,000,000 minimum required.

EMERALD COAST UTILITIES AUTHORITY

GENERAL PROVISIONS

PURCHASE ORDER/CONTRACT

1. Supplies are of domestic origin unless indicated by bidder.
 - 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 (one copy shall be marked “Original”) unless otherwise specified, and shall contain the following information: Contract or Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments of Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by ECUA when the amount due on such deliveries so warrants.
7. DISCOUNTS – In connection with any discount offered, time will be computed from date of delivery suppliers to carrier when acceptance is at the point of origin or from date of delivery at destination when delivery and acceptance are at these points or from the date the correct invoice or voucher is received in the office specified by ECUA, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the ECUA check.
8. CONVICT LABOR – In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89.176, September 10, 1965 (18 U.S.C. 40821ch21) Executive Order 11755, December 29, 1973.
9. COVENANT AGAINST CONTINGENT FEES – The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty ECUA shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

15. **TERMINATION FOR DEFAULT** – The Purchasing and Stores Manager, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof, in such event, the Contractor shall be liable for damages; including the excess cost of re-procuring 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 latent 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: 2018-12
ANNUAL WATER WELL MAINTENANCE AND REPAIR
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.

CONTRACT DURATION: DECEMBER 1, 2018 THROUGH NOVEMBER 30, 2019 (WITH TWO ONE-YEAR OPTIONAL EXTENSIONS UPON MUTUAL AGREEMENT OF BOTH PARTIES, WITH NO INCREASE IN PRICE).

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

ANNUAL WATER WELL MAINTENANCE AND REPAIR:

TASK 1 Site Visit _____ Lump Sum (per occurrence)

TASK 2 Removal of Vertical Turbine Pump Assembly

6" discharge column		
Total length - less than 200 ft.	_____	Lump Sum (per occurrence)
Total length – 200 ft. or more	_____	Lump Sum (per occurrence)
8" discharge column		
Total length - less than 200 ft.	_____	Lump Sum (per occurrence)
Total length – 200 ft. or more	_____	Lump Sum (per occurrence)
10" discharge column		
Total length - less than 200 ft.	_____	Lump Sum (per occurrence)
Total length – 200 ft. or more	_____	Lump Sum (per occurrence)
12" discharge column		
Total length - less than 200 ft.	_____	Lump Sum (per occurrence)
Total length – 200 ft. or more	_____	Lump Sum (per occurrence)

TASK 3 Video Survey _____ Lump Sum (per occurrence)

TASK 4 Disassembly of the pump

Size pump - Less than 15"	_____	Lump Sum (per occurrence)
Size pump - 15" or greater	_____	Lump Sum (per occurrence)

TASK 5 Rehabilitate, replace pump, or suction column sections

Item 1: Rehabilitate

6" discharge column	_____	10 foot section
8" discharge column	_____	10 foot section
10" discharge column	_____	10 foot section
12" discharge column	_____	10 foot section

Item 2: Replace

6" discharge column	_____	10 foot section
8" discharge column	_____	10 foot section
10" discharge column	_____	10 foot section
12" discharge column	_____	10 foot section

TASK 6 Reinsertion of the pump assembly into the well column

6" discharge column		
Total length - less than 200 ft.	_____	Lump Sum (per occurrence)
Total length – 200 ft. or more	_____	Lump Sum (per occurrence)
8" discharge column		
Total length - less than 200 ft.	_____	Lump Sum (per occurrence)
Total length – 200 ft. or more	_____	Lump Sum (per occurrence)
10" discharge column		
Total length - less than 200 ft.	_____	Lump Sum (per occurrence)
Total length – 200 ft. or more	_____	Lump Sum (per occurrence)
12" discharge column		
Total length - less than 200 ft.	_____	Lump Sum (per occurrence)
Total length – 200 ft. or more	_____	Lump Sum (per occurrence)

TASK 7 Well and pump performance/efficiency tests:

_____ Lump Sum (per occurrence)

TASK 8 Disinfection:

_____ Lump Sum (per occurrence)

EXCEPTIONS: YES _____ NO _____

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

STATE(S) IN WHICH A CURRENT STATE WATER WELL DRILLING LICENSE IS HELD.

1. _____
2. _____
3. _____

LIST PUBLIC WATER SUPPLY INSTALLATIONS OF 1500 GPM OR LARGE DEEP WELL VERTICAL TURBINE PUMPS COMPLETED WITHIN THE LAST FIVE YEARS AS WELL AS OTHER INFORMATION THAT WOULD ESTABLISH A BIDDERS QUALIFICATIONS FOR THIS TYPE OF CONTRACT. EXCLUDING ECUA INSTALLATIONS, (SUBMIT THIS DATA ON ADDITIONAL SHEET.)

PAYMENT TERMS:

(FOB PENSACOLA)

BIDDER: _____

BY: _____
(PRINT OR TYPE)

WARRANTY:

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

ITEMS ENCLOSED:

TELEPHONE:() _____

FAX NUMBER:() _____

FEID NUMBER: _____

EMAIL ADDRESS: _____

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

EXECUTED ATTACHED FORMS:

- ___ BID BOND
- ___ PROPOSAL FORM
- ___ DRUG-FREE WORKPLACE FORM
- ___ EQUAL OPPORTUNITY FORM
- ___ CERTIFICATION OF NONSEGREGATED FACILITIES FORM
- ___ *QUALIFICATIONS DATA*
- ___ CONTRACTOR'S EXPERIENCE QUESTIONNAIRE
- ___ FOREMAN EXPERIENCE
- ___ WATER WELL MAINTENANCE EXPERIENCE

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