

REQUEST FOR BIDS

BID NUMBER: 2013-04

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A BID ON ITEM (S) AS LISTED IN THIS REQUEST. IT IS THE INTENT OF THE EMERALD COAST UTILITIES AUTHORITY TO RECEIVE BIDS BY **2:00 P.M., MAY 2, 2013:**

ITEM A – UTILITY OPERATIONS HVAC MAINTENANCE SERVICES

SEALED BIDS WILL BE RECEIVED UNTIL 2:00 P.M., MAY 2, 2013, BY THE PURCHASING AND STORES MANAGER, EMERALD COAST UTILITIES AUTHORITY, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA 32514. THE EMERALD COAST UTILITIES AUTHORITY RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY BID; REJECT ANY OR ALL BIDS, IN WHOLE OR IN PART; RE-BID A PROJECT, IN WHOLE OR IN PART; AND TO ACCEPT A BID THAT IN ITS JUDGEMENT 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 SPECIFIED.

## LEGAL ADVERTISEMENT

Sealed bids for BID Number 2013-04 Utility Operations HVAC Maintenance 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., May 2, 2013. The ECUA Utility Operations is seeking heating and air conditioning (HVAC) contracted services on a variety of commercial and industrial (HVAC) systems for a period of two years from the approval of the contract with an optional addition of two (2) one-year extension renewals. The prospective bidder(s) shall be a State of Florida licensed and qualified heating and air conditioning (HVAC) mechanical Contractor that will provide on-call emergency repair services and perform manufacturer recommended service inspections on the ECUA HVAC systems. The equipment is located at the Central Water Reclamation Facility, 2980 Old Chemstrand Road, Cantonment, FL 32533; Bayou Marcus Water Reclamation Facility, 3050 Fayal Drive, Pensacola, FL 32526; Pensacola Beach Wastewater Treatment Plant, 53 Via de Luna Drive, Pensacola Beach, FL 32562; Government Street Lift Station, 450 West Government Street, Pensacola, FL 32501; Moreno Street Lift Station, Pensacola, FL 32501; 1605 North Guillemard Street, Pensacola, FL 32501; and Pipeline Regional Lift Station, 1376 Rainbow Avenue, Pensacola, FL 32505. Prospective HVAC Contractors will be required to conduct an on-site inspection of all listed equipment and to provide ten (10) full coverage references within a 50 mile radius of Pensacola and a listing of certified technicians. A "Full Coverage" HVAC Service Agreement is defined as one which covers all preventative maintenance (i.e. labor, materials, and travel), all repairs (moving and non-moving parts), all emergency service and call-outs (regular time and overtime) 24 hours, 7 days per week, and 365 days per year, with a 2-hour response time. Note: References will be verified and contacted to determine Scope of Work coverage and quality of service provided. Mandatory site visits will be held at 9:00 am CST, April 9, 2013, beginning at the Central Water Reclamation Facility located at 2980 Old Chemstrand Road, Cantonment, FL, 32533 followed by site visits to the other facilities included in the scope of work of this bid. Any questions which arise during the site visits will be addressed at a pre-bid meeting directly following the site visits upon returning to the Central Water Reclamation Facility. Site visit/pre-bid forms must be signed off by Mr. Mack Weeks, Plant Maintenance Manager, in order to qualify to submit a bid. Submittals will not be accepted from companies not in attendance at the site visits and pre-bid meeting. Specifications and information may be obtained from ECUA, Purchasing and Stores Manager (850-969-6531). Bids received after the closing time will be returned unopened. ECUA reserves the right to reject any or all bids and re-advertise.

Advertised 3/24/13

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

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**STATEMENT OF NO BID**

If you **do not** intend to submit a 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 submit a bid on requested commodity/service Bid Number 2013-04, Utility Operations HVAC Maintenance 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:**

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

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

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

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

## INSTRUCTIONS TO RESPONDENTS

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

### 1. BID SCHEDULE:

BIDS ARE PRESENTLY SCHEDULED TO BE RECEIVED BY 2:00 P.M., MAY 2, 2013 IN THE ECUA PURCHASING SECTION, 2<sup>ND</sup> FLOOR, EMERGENCY OPERATIONS SUPPORT ADDITION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK. ECUA STAFF WILL REVIEW ALL BIDS AND FORWARD THEIR RECOMMENDATIONS TO THE ECUA CITIZENS' ADVISORY COMMITTEE SCHEDULED TO MEET AT 2:00 P.M., MAY 15, 2013 IN THE ECUA BOARD ROOM, 1<sup>ST</sup> 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 MAY 23, 2013, IN THE ECUA BOARD ROOM.

### 2. BID SUBMISSION:

ONE ORIGINAL AND FOUR (4) 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 TIME AND DATE OF THE SUBMISSION DEADLINE. REGARDLESS OF THE METHOD OF DELIVERY, EACH RESPONDENT SHALL BE RESPONSIBLE FOR HIS BID(S) BEING DELIVERED ON TIME, AS THE EMERALD COAST UTILITIES AUTHORITY ASSUMES NO RESPONSIBILITY FOR SAME. BIDS OFFERED OR RECEIVED AFTER THE TIME SET FOR THE BID SUBMISSION DEADLINE WILL BE REJECTED AND RETURNED UNOPENED TO THE RESPONDENT.

### 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 SUBMISSION DEADLINE. PRICES MAY NOT BE MODIFIED DURING THIS PERIOD. BIDS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE BID SUBMISSION DEADLINE.

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 ORIGINAL AND FOUR (4) COPIES OF COMPLETE SETS OF BID FORMS WILL BE FURNISHED BY EACH COMPANY INTERESTED IN SUBMITTING A BID.

6. BID ERRORS:

A RESPONDENT MAY NOT MODIFY ITS BID AFTER THE BID SUBMISSION DEADLINE. 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 RESPONDENT BASED UPON THE TOTAL BID OR TO MULTIPLE VENDORS BASED UPON THE ITEMS INDIVIDUALLY PROPOSED. 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 QUESTIONS:

IF ANY RESPONDENT HAS A QUESTION CONCERNING THE BID SPECIFICATIONS OR BID PROCEDURES, PLEASE FORWARD THE INQUIRY TO THE PURCHASING AND STORES MANAGER BEFORE APRIL 25, 2013, FOR CONSIDERATION:

EMERALD COAST UTILITIES AUTHORITY  
ATTN: PURCHASING AND STORES MANAGER  
9255 STURDEVANT STREET  
PENSACOLA, FLORIDA 32514-7038  
PHONE: 850-969-3350  
FAX: 850-494-3384  
EMAIL: Amy Williamson (amy.williamson@ecua.fl.gov)

11. 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. ANY DEVIATIONS FROM THE BID SPECIFICATIONS SHOULD BE IDENTIFIED SEPARATELY.

12. 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.

13. 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.

14. 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.

15. 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 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 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 AS NON-RESPONSIVE SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE TO THE RESPONDENT OF THE REJECTION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO THE LOWEST RESPONDENT 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 RESPONDENT OTHER THAN THE LOWEST RESPONDENT 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 REPROPOSING.

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.

16. 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.

17. CONTRACTOR NOT AGENT:

EXCEPT AS ECUA MAY SPECIFY IN WRITING, CONTRACTOR SHALL HAVE NO AUTHORITY, EXPRESS OR IMPLIED, TO ACT ON BEHALF OF ECUA IN ANY CAPACITY WHATSOEVER AS AN AGENT. CONTRACTOR SHALL HAVE NO AUTHORITY, EXPRESS OR IMPLIED, PURSUANT TO THIS AGREEMENT TO BIND ECUA TO ANY OBLIGATION WHATSOEVER.

18. ASSIGNMENT PROHIBITED:

CONTRACTOR MAY NOT ASSIGN ANY RIGHT OR OBLIGATION PURSUANT TO THIS AGREEMENT. IN THE EVENT THAT ECUA, IN ITS SOLE DISCRETION, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, DESIRES THE REMOVAL OF ANY PERSON OR PERSONS ASSIGNED BY CONTRACTOR TO PERFORM SERVICES PURSUANT TO THIS AGREEMENT, CONTRACTOR SHALL REMOVE ANY SUCH PERSON IMMEDIATELY UPON RECEIVING WRITTEN NOTICE FROM ECUA OF ITS DESIRE FOR REMOVAL OF SUCH PERSON OR PERSONS.

## **EMERALD COAST UTILITIES AUTHORITY**

### **UTILITY OPERATIONS PLANT MAINTENANCE HVAC MAINTENANCE SERVICES**

#### **BID NUMBER 2013-04**

**CONTRACT PERIOD: TWO YEAR CONTRACT (WITH TWO ONE-YEAR OPTIONAL EXTENSIONS UPON MUTUAL AGREEMENT OF BOTH PARTIES, WITH NO INCREASE IN PRICE). CONTRACT TO TAKE EFFECT JUNE 1, 2013.**

The Emerald Coast Utilities Authority's Utility Operations is seeking heating and air conditioning (HVAC) contracted services on a variety of commercial and industrial HVAC systems for a period of two years from the approval of the contract with the addition of (2) one-year renewals. The prospective respondents(s) shall be a State of Florida licensed and qualified heating and air conditioning (HVAC) mechanical Contractor that will provide on-call emergency repair services and perform manufacturer recommended service inspections on the ECUA HVAC systems. The equipment is located at the Central Water Reclamation Facility, 2980 Old Chemstrand Road, Cantonment, FL 32533; Bayou Marcus Water Reclamation Facility, 3050 Fayal Drive, Pensacola, FL 32526; Pensacola Beach Wastewater Treatment Plant, 53 Via de Luna Drive, Pensacola Beach, FL 32562; Government Street Lift Station, 450 West Government Street, Pensacola, FL 32501; Moreno Street Lift Station, Pensacola, FL 32501; 1605 North Guillemard Street, Pensacola, FL 32501; and Pipeline Regional Lift Station, 1376 Rainbow Avenue, Pensacola, FL 32505. Prospective HVAC Contractors will be required to conduct an on-site inspection of all listed equipment and to provide 10 full coverage references within a 50 mile radius of Pensacola and a listing of certified technicians.

The selected HVAC Contractor shall have local factory trained and qualified Liebert, Stulz, and York personnel capable of troubleshooting the mechanical and electrical components, electronic controls systems, and performing necessary repairs on the various manufactured HVAC units, make-up air units, and ice machine units. The Contractor shall be responsible for completing the manufacturer's recommended inspections, servicing and cleaning of the units, recommending and completing suggested repair actions identified from the inspections or call-outs, and to be capable of responding on-call 24 hrs. / 7 days within 2 hours of a telephone notification by the ECUA.

The selected HVAC Contractor shall be responsible for insuring technicians are capable of passing an ECUA security background check, and are equipped with transportation, equipment, materials, tools, and all necessary technical data to complete the inspection and/or repairs. All Contractor technicians working at the various Plants will be required to sign-in/sign out through the Plant entry control point at each site and display an ECUA Contractor Photo ID Badge which will be provided upon successful background check.

The HVAC Contractor shall perform a detailed inspection of all covered equipment and provide the ECUA a detailed written report of the inspection findings by each specified location. In addition, the contractor shall be responsible for developing a preventative maintenance program for all covered equipment in accordance with the manufacturer's recommendations. The selected HVAC contractor shall provide a well-organized and detailed PM plan that will be used to execute the on-going PM program.

On service call-outs, the HVAC Contractor shall be responsible for all labor, components, refrigerant, parts that are not only failed or broken, but suspect as well. The technician will be required to notify ECUA personnel of the problem(s) found, repair parts required, and estimated man hours to complete repairs. A written service report to ECUA shall include the date, time arrived on-site, Company job order/ECUA call-out number, Plant location, the manufacturer/model/serial number of unit serviced, facility location of unit, problem identification, repairs/parts made, labor, time departed site, and an ECUA representative signature on the repair order upon leaving the Plant.

Contractor shall be required to provide ECUA a detailed list of replaced major component (evaporator coil, compressor, condenser, air handling unit) data to include manufacturer name, model #, serial #, and applicable warranty coverage periods for labor and the components.

**Work that requires equipment replacement as noted in section 2.3 of the Scope of Work will require approval from the ECUA Utility Operations Maintenance/ Facilities Manager or their designated assistant prior to accomplishing the repairs. All repairs to critical units not covered in the Scope of Work shall be handled as an emergency repair.** ECUA will evaluate and issue an emergency Purchase Order to the Contractor for these repairs. Routine repairs on non-critical units requiring repair in excess of covered equipment per the attached Scope of Work shall be evaluated for action and possible open market BID.

## **Specifications:**

### 1.0 SCOPE OF WORK

- 1.1 Contractor shall provide a Full Coverage Preventive Maintenance Program for servicing all equipment and associated devices related to the HVAC systems listed in Schedule 1, Inventory of Equipment, attached hereto.
- 1.2 Contractor shall furnish all personnel, parts, materials, test equipment, tools, and services in accordance with the specifications outlined below.
- 1.3 All work under this Agreement shall comply with the refrigerant recycling requirements of section 608 of the Clean Air Act, 1990, as amended (CCA), including final regulations published on May 14, 1993 (58 FR 28660), and the prohibition on venting that became effective on July 1, 1992. (License required, a copy of which shall be submitted with the bid.)
- 1.4 Contractor shall perform additional non-related maintenance and repairs on equipment other than the Equipment specified herein, and as requested by Company representative at labor rates in effect.
- 1.5 Contractor shall provide computer generated tasking with unit identification number and location of equipment. Tasking will consist of manufacturer's recommendations of preventative maintenance cycle and frequency.

## 2.0 EQUIPMENT - MAINTENANCE SERVICE

2.1 Equipment Included: The full coverage preventive maintenance is the responsibility of the Contractor and shall not be limited only to the major pieces of equipment, but shall also include all appurtenant devices and systems such as those listed below that are related to the Equipment.

### 2.1.1 Heating System

Unit heaters, duct heaters, heat exchangers, VAV strip heaters etc.

### 2.1.2 Cooling System

Air-conditioning compressors, evaporative condensers, air cooled condensers, condenser coils, cooling coils, valves and valve bodies, all refrigerant piping, cabinetry, etc.

### 2.1.3 Air Handling System

Fans, motors, air filters (furnished by owner), dampers, induction units, mixing boxes, fan coil units, etc.

### 2.1.4 Miscellaneous Equipment

Direct expansion valves, thermostats, gauges, fan motor drives, belts, chilled water pumps and refrigerant.

### 2.1.5 Control Systems

Johnson Control System at the CWRP Administration Building only.

2.2 Services Included: The general services listed below shall apply to the systems and Equipment as described in Paragraph 2.1.

2.2.1 Examine each piece of Equipment and device to see that it is functioning properly and is in good operational condition.

2.2.2 Clean all components of dust, old lubricants, etc. to allow the Equipment to function as designed.

2.2.3 Paint all Equipment as needed to prevent and protect against corrosion and deterioration.

2.2.4 Lubricate all Equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.

2.2.5 Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.

- 2.2.6 Calibrate all sensing, monitoring, output and safety devices for optimum efficiencies.
- 2.2.7 Repair the device by the addition of replacement parts, should the above maintenance not be adequate.
- 2.2.8 Replace the device should the above repair not be adequate.
- 2.2.9 Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated to assure that it is in proper operating condition and performing at optimum efficiency.
- 2.2.10 Charge units with applicable refrigerant as required to maintain proper cooling.

2.3 **Equipment Not Included:** Replacement of non-moving parts such as foundations, structural supports, water supply lines, steam supply lines, electrical power supply, cleaning interior of systems ductwork and explosion proof equipment.

### 3.0 PARTS AND LABOR COVERAGE

#### 3.1 Parts Replacement

- 3.1.1 All parts, components, or devices for the Equipment that are worn or are not in proper operational condition shall be repaired, and/or replaced with new parts, components, or devices.
- 3.1.2 When Equipment or parts are replaced in their entirety and a newer design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.
- 3.1.3 All repair and replacement parts, components, and devices for the Equipment shall be supplied by Contractor.
- 3.1.4 All miscellaneous parts and supplies necessary to maintain the Equipment (belts, valve packing, lubricants, tools, paints, refrigerant, test instruments, meters, etc.) shall be supplied by Contractor.
- 3.1.5 Costs for all parts and supplies as described above shall be included as a part of the Full Coverage Preventive Maintenance Program.
- 3.1.6 Contractor shall be available, at no additional charge, for consultation only relative to any minor design and equipment changes, or any modifications to automatic temperature control, and mechanical systems.

### 3.2 Labor

3.2.1 All labor, overtime, travel costs, and any other expenses incurred and expended on maintenance or repair call shall be provided by Contractor and shall be included as a part of the Full Coverage Preventive Maintenance Program.

## 4.0 MAINTENANCE PROCEDURES AND RECORDS

4.1 Contractor shall utilize computer generated preventive maintenance directions, which indicate task functions to be performed on each scheduled service call, as determined by calendar periods, operating hours, (runtime), manufacturer's recommendations, and historical data bank, as pertinent to each task.

4.2 As work is due, Contractor shall issue, to his mechanic on the job, the necessary and appropriate recommended maintenance procedures and a listing of any special lubricants, tools, etc., that are required for proper maintenance of the apparatus concerned.

4.3 Contractor's administration system shall provide for continuous updating of maintenance procedures and frequencies. Breakdown experience and frequency shall determine the on-site material inventory level and preventive maintenance frequencies.

## 5.0 PREVENTIVE MAINTENANCE AND EMERGENCY SERVICE CALLS

5.1 Contractor shall schedule and perform the preventive maintenance services including pleated filtration replacement/ inspection on no less than a quarterly basis (4x). Filters/ belts/ drains should be inspected monthly and cleaned/ changed as needed.

5.1.1 After each service call, a Service Report shall be left with Company representative detailing work accomplished.

5.2 Contractor shall provide emergency service on an as required basis. Emergency service shall be considered part of the Full Coverage Preventive Maintenance Program.

5.2.1 This emergency service shall be provided as often as needed, on a 24 hour basis, weekends and holidays included.

5.2.2 Contractor shall respond to an emergency situation and have a factory trained technician on-site within (2) hours.

5.2.3 Emergency service response system shall be a professionally manned telephone answering service. Automatic telephone answering/recording machines or home telephone numbers are not acceptable. Available 24/7, 365 (i.e. all holidays and weekends).

5.2.4 Repairs to critical equipment shall be expedited as much as possible to minimize downtime.

5.2.5 Contractor will stock a minimum of (1) condenser fan motor (OEM part) per type of system, to reduce down time that could occur.

## 6.0 SERVICE PERFORMANCE GUARANTEES

6.1 Company representative may review, at any time, the services provided and reports submitted, to verify that the preventive maintenance is, in fact, being properly and adequately performed. Any lack of maintenance service, complaints, or deficiencies in the performance of the services will be submitted to Contractor in writing for correction.

6.2 For problems or deficiencies of significant importance or of a continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure of Contractor to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the services and/or withholding of payment.

6.3 Contractor shall provide a maintenance service book at each location with time sheets and tasking logs entered after inspection completion.

## 7.0 GENERAL

7.1 All personnel furnished shall require the approval of Company's representative based on their training, experience, qualifications, certification and ability to perform the required service and maintenance for all Equipment in an efficient manner. Prior proof of training is required on all listed equipment and submission is mandatory. Failure to provide such personnel in the required numbers shall be considered sufficient reason to terminate the agreement.

7.2 All work shall be performed in a workmanlike manner. Materials and workmanship shall be subject to Company's inspection and approval.

7.3 Work areas shall be maintained in an orderly manner and all trash picked up and hauled away as the work is completed.

7.4 Contractor shall not be responsible for the identification or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the Company representative of the existence of such products and materials. Contractor shall have the right thereafter to suspend its work until such products or material and the resultant hazards are removed.

7.5 All equipment furnished and all work performed shall comply with the requirements of the Occupational Safety and Health Administration, United States - Department of Labor.

- 7.6 Also included are the thermostats, temperature, and safety controls related to the equipment in the attached equipment lists.
- 7.7 Company shall furnish drinking water for their employees at work sites.
- 7.8 Company will provide man-lifts, cranes and other lifting equipment necessary for the performance of this contract.
- 7.9 ECUA will provide filters to be installed by contractors as required. As an alternate bid, contractor to provide pricing to supply filters as listed in the equipment section.
- 7.10 Contractor shall provide the following items with BID package:
- OSHA 10 Hour Safety Course records for technicians that will work on the ECUA equipment
  - List of factory trained technicians including copies of factory certifications on Liebert, Stulz, and York equipment
  - Company must be located within a 50 mile radius.
  - Company must provide proof of factory authorized repair certification.
  - Samples and capabilities of tasking database
  - Refrigerant compliance program
  - Full coverage contract references (10)

**CONTRACTOR MUST NOTIFY THE PLANT MAINTENANCE MANAGER/ FACILITIES MAINTENANCE MANAGER A MINIMUM OF TWO (2) DAYS PRIOR TO SCHEDULING PREVENTATIVE MAINTENANCE SERVICE.**

A normal service is to be performed from 7:00 a.m. to 4:30 p.m., Monday through Friday. This contract includes 24-hour emergency call-in service.

Contractor shall be onsite within two (2) hours from time notified for service work required to maintain proper operation of equipment.

All services, parts and labor not covered under this contract must be approved by the Plant Maintenance Manager. Contractor must include regular hourly rates, after hour and weekend rates and holiday rates for work not included in this contract. See Page 43.

#### Parts Availability

Contractor will stock a minimum of (1) condenser fan motor (OEM part) per type of system, to reduce down time that could occur. The parts stock for all equipment covered herein shall be based on equipment manufacturers' recommendations for routine expendable parts, normal yearly replacement parts and multi-year replacement parts. The service contractor has the option of stocking locally or having access to immediate delivery, parts for the purpose of providing unscheduled service on an emergency basis. In either case, the service contractor is expected to have emergency parts available. Parts can be stored on site with ECUA's inventory control person located at the CWRF.

## Combustible Material

All combustible materials shall be handled and stored in compliance with all state, federal, local and ECUA safety codes and regulations. Thinners, fluid and loose dry products being used by the service contractor on site shall be kept covered at all times.

## Special Reports

The service contractor shall maintain a record of all maintenance and repairs relating to the equipment included in this agreement. Written reports are to be turned in to a designated person at ECUA upon completion of each inspection as long as equipment checks out satisfactorily. If a problem is found that has the potential to be a major problem, or if it may be the cause for shutdown repairs, this problem must be directly brought to the attention of the Plant Manager so that a plan of action can be formulated for the timeliest repair to the equipment. As a condition of this bid, a plan of action report as to how the equipment is to be serviced is to be included.

## Refrigerant Status Report

At a minimum, contractor shall operate and maintain refrigerant compliance software capable of:

- Owner and contractor technician certification and training records
- Appliance inventory and service records
- Refrigerant inventory – vendor purchases and disposals records
- Mandated recover unit details
- Calculate leak rates of all equipment
- Notify users of exceeded leak limits
- Streamlines data collection from equipment units, service orders, and purchasing records

A refrigerant Status Report shall be executed every time refrigerant is added to or removed from any air conditioning unit. This form shall comply with EPA guidelines in form and content. One copy of each form shall be given to the Plant Manager, one copy left on the jobsite in close proximity to the machine and copies retained at the Contractor's Office.

## Additional Equipment

Equipment and/or components may be added or deleted based on mutual agreement between ECUA and the successful bidder. The cost of added/deleted equipment and/or components will be documented in writing based upon a mutually agreed upon price between ECUA and the selected vendor.

Government Street Regional pumping station is a hazardous environment. As such, all personnel working in this facility must have confined space training for H<sub>2</sub>S gas and must be accompanied by an ECUA representative prior to entry. All other locations, contractor employees should have an awareness of H<sub>2</sub>S gas and its effects.

## PREVENTATIVE MAINTENANCE CHECKLIST

1. Clean and check condensate pan and drains, traps.
2. Replenish pan treatment
3. Inspect all coils for cleanliness, fin condition and clean as needed
4. Tighten all electrical connections
5. Inspect all wiring for chafing, burning, deteriorated insulation
6. Inspect all compressors and starter – contacts and free movement
7. Megohm, or oil test compressors – record readings
8. Inspect condenser fans – blade conditions, clearance, etc.
9. Lube condenser fan motors, if applicable
10. Replace condenser fan belts, if applicable
11. Lube condenser fan bearings, if applicable
12. Lube condenser fan drive, if applicable
13. Inspect refrigerant system for possible leaks
14. Inspect refrigerant systems for potential leak points – chafing lines, cap tubes, etc.
15. Record amount of refrigerant, if applicable:  
Removed from system \_\_\_\_\_ and amount replaced.
16. Inspect unit disconnect system
17. Record unit voltage – rated \_\_\_\_\_, and actual
18. Inspect “economizer”, if applicable

## AIR HANDLERS

1. Check filters (Replace as required, pleated filter provided by owner)
2. Replace all belts – 1 time/year or as needed
3. Check drive components for wear and alignment
4. Check blower wheels – conditions and cleanliness
5. Inspect blower housing, deck mountings – cracks, loose bolts, etc.
6. Check fan bearings
7. Lube fan bearings
8. Check blower bearings
9. Lube blower motor bearings

## PREVENTATIVE MAINTENANCE CHECKLIST – Continued

10. Record supply fan amperage – rated \_\_\_\_, actual \_\_\_\_.
11. Record return fan amperage – rated \_\_\_\_, actual \_\_\_\_.
12. Inspect all wiring for chafing, burning, deteriorated insulation
13. Record overall condition of equipment
14. Check heat and cooling coils for cleanliness and clean if needed

## YORK CHILLER MAINTENANCE CHECK LIST:

1. Operating mode at the time of inspection
2. Active chill water set point and design condition
3. Entering and leaving chill water
4. Expansion valve position and percentage of open
5. Saturated evaporator refrigerant temperature
6. Superheat on all circuits
7. Saturated condenser refrigerant temperature
8. Subcooling on all circuits
9. Compressor discharge temperature
10. Check all fan operations
11. Meg compressors (annuals) and report findings
12. Clean condenser coils as needed
13. Clean starter and contactors
14. Calibrate sensors as design required
15. Report GPM flow and chill water pressure drop
16. Report voltage and amperage

## CONTROLS – TEMPERATURE, HUMIDITY, HVAC & SENDERS

1. Perform programming adjustments where needed
2. Clean where needed
3. Check set points, make adjustments where needed
4. Check contacts and relays, clean or tighten contact where needed
5. Check thermostats, calibrate if needed
6. Check sensors and adjust if needed

The Contractor's invoicing for services rendered shall be submitted to the ECUA Finance Department, Accounts Payable Division. Repairs that exceed the contract purchase order call limit or scope of work will require approval by the ECUA prior to the Contractor accomplishing the repairs. Errors or questionable charges on the invoices will delay payment for services rendered, until the work and costs can be verified by the Contract Administrator. To insure prompt payment, the Contractor should submit invoicing of the previous month's actions by the 15th of the following month.

Contractors submitting a bid for this service request shall send one original & four copies of the bid to ECUA Purchasing and Stores Manager at 9255 Sturdevant St., Pensacola, FL 32514. Should there be any questions regarding the bid process, please contact Ms. Amy Williamson, CPPB, FCCM, Senior Purchasing Agent at 850-969-6531..

**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)**

*For security purposes, contractor personnel requiring access to ECUA facilities must submit to, and/or provide the results of, a criminal history background check to ECUA prior to initiation of on-site work. 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. Additionally, an ECUA background/criminal history information form must be completed by all personnel requiring access to an ECUA facility. Completed materials will be submitted to the ECUA Security Manager, and will be protected from disclosure to the extent allowable by law.*

## EVALUATION CRITERIA

ECUA RESERVES THE RIGHT TO CANCEL THIS REQUEST FOR PROPOSAL FOR ANY REASON WITHOUT ANY LIABILITY TO ANY CONTRACTOR OR TO WAIVE IRREGULARITIES AT ITS DISCRETION. THIS SOLICITATION DOES NOT CONSTITUTE A CONTRACT OFFER OF EMPLOYMENT, OR OFFER OF PURCHASE. THE ECUA MAKES NO REPRESENTATION THAT ANY CONTRACT WILL BE AWARDED TO ANY RESPONDENT TO THIS SOLICITATION. THE ECUA ALSO RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AT ITS SOLE DISCRETION.

THE CONTRACT, IF AWARDED, WILL BE AWARDED TO A CONTRACTOR WHOSE PROPOSAL IS CONSIDERED THE BEST VALUE TO THE ECUA. BEST VALUE WILL BE DETERMINED BASED ON PRICE, RESPONSIVENESS, CAPABILITY AND RESPONSIBILITY. THE FOLLOWING FACTORS WILL BE TAKEN INTO ACCOUNT TO DETERMINE PRICE, RESPONSIVENESS, CAPABILITY AND RESPONSIBILITY:

1. DEMONSTRATED ABILITY OF THE VENDOR TO PROVIDE THE REQUIRED MAINTENANCE AND REPAIRS.
2. CONTRACTORS' UNDERSTANDING OF THE NEEDS AND OBJECTIVES OF THE ECUA.
3. THE QUALIFICATION OF THE VENDOR AND OUR PERCEPTION OF THE ABILITY OF THE VENDOR TO MEET THE TERMS OF THE RFP.
4. REFERENCE AND OTHER PERTINENT CHECKS.
5. FINANCIAL TERMS OF PROPOSAL.
6. FISCAL SOUNDNESS OF FIRM.
7. COMPLETENESS AND PROFESSIONALISM OF SUBMISSION.
8. SUBMISSIONS WHICH ARE DEEMED INCOMPLETE MAY BE ELIMINATED AS NOT BEING RESPONSIVE.
9. RESPONSIVENESS MEANS A CONTRACTOR WHO HAS SUBMITTED A PROPOSAL THAT CONFORMS TO THE SOLICITATION DOCUMENTS IN ALL MATERIAL ASPECTS.
10. A RESPONSIBLE CONTRACTOR SHALL MEAN A CONTRACTOR WHO HAS THE CAPABILITY, IN ALL RESPECTS, TO FULLY PERFORM THE CONTRACT REQUIREMENTS AND THE MORAL AND BUSINESS INTEGRITY AND RELIABILITY THAT WILL ASSURE GOOD FAITH PERFORMANCE. QUALIFICATIONS, INTERVIEW, EXPERIENCE, AND FINANCIAL STABILITY MAY ALL BE TAKEN INTO CONSIDERATION.
11. AN EVALUATION OF TECHNICAL SKILLS, PROJECT MANAGEMENT SKILLS, AND THE SKILLS OF THE RESOURCES TO BE ASSIGNED TO THE ECUA.

THUS THE RESULT WILL NOT BE DETERMINED BASED SOLELY ON PRICE. ALTHOUGH PRICE IS A KEY FACTOR, THE ECUA WILL CONSIDER AWARDED THE CONTRACT TO THE CONTRACTOR THAT MEETS THE BEST INTEREST OF THE ECUA AS INTERPRETED BY THE ECUA. THE ECUA RESERVES THE RIGHT TO MODIFY THE SCOPE OF REQUIRED SERVICES BASED ON PRICING OF PROPOSALS, AVAILABLE BUDGET, AND PRIORITY SERVICES. THE FINAL DETERMINATION WILL BE INCORPORATED IN THE FINAL AGREEMENT FOR SERVICES (CONTRACT).

**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 \$1,000,000 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.

**Limited Pollution Liability – Commercial General Liability (CGL) with Endorsement**

Covers third-party damages caused by the accidental release of pollutants at a work site. Covers pollution incidents that commence during the policy period. The minimum limits of coverage shall be \$1,000,000. Defense costs outside the limit of liability. Coverage is provided for gradual releases. Includes clean-up costs if part of otherwise covered property damage.

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

5. DELIVERY TICKETS – All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information.

- a. Name of supplier;
- b. Blanket Purchase Order number;
- c. Date of Call;
- d. Call number;
- e. Itemized list of supplies or services furnished;
- f. Quantity, unit price and extension of each item, less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and
- g. Date of delivery or shipment.

Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

6. PAYMENTS – Invoices shall be submitted in triplicate (one copy shall be marked “Original”) unless otherwise specified, and shall contain the following information: Contract or Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments of Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by ECUA when the amount due on such deliveries so warrants.

7. DISCOUNTS – In connection with any discount offered, time will be computed from date of delivery suppliers to carrier when acceptance is at the point of origin or from date of delivery at destination when delivery and acceptance are at these points or from the date the correct invoice or voucher is received in the office specified by ECUA, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the ECUA check.

8. CONVICT LABOR – In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89.176, September 10, 1965 (18 U.S.C. 40821ch21) Executive Order 11755, December 29, 1973.

9. COVENANT AGAINST CONTINGENT FEES – The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty ECUA shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

15. **TERMINATION FOR DEFAULT** – The Purchasing and Stores Manager, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof, in such event, the Contractor shall be liable for damages; including the excess cost of reprocurring similar supplies or services; provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractors control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 17. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.
16. **TERMINATION FOR CONVENIENCE** – The Purchasing and Stores Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of ECUA. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered and accepted up to the date of termination at the discretion of the Executive Director. To the extent that this contract is for services and is so terminated, ECUA shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.
17. **ASSIGNMENT OF CLAIMS** – Claims for monies due or to become due under this Contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended be subject to reduction or set-off (see Clause 12).
18. **EXTENT OF OBLIGATION** – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.
19. **PRICING** – The prices to ECUA for all purchases made under this Agreement shall be as low as or lower than those charged the suppliers most favored customer, in addition to any discounts for prompt payment.
20. **WARRANTIES** – In addition to all warranties, established by statute or common law or set forth elsewhere in this order. The Vendor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by ECUA and shall be of the best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable of good material and workmanship and free from all patent and patent defects. ECUA's failure to give notice to Vendor of any breach of warranty shall not discharge Vendor's liability therefore. Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by ECUA.

21. PATENTS – Vendor shall protect and indemnify ECUA against all claims, judgments and expenses arising from infringement or any patent by any of the goods delivered hereunder. Vendor shall defend or settle at its own expense any proceeding brought against ECUA for such infringement provided Vendor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by ECUA for the defense or settlement thereof.
22. INSTALLATION – If this order required the services of ECUA experts or employees of ECUA safety rules and fire regulations, Vendor assumes full responsibility for their acts and omissions and agrees to save ECUA harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Vendor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Vendor’s obligations hereunder. If Vendor furnishes materials and services for construction and improvement of realty and the installation of personalty for a lump sum amount, Vendor agrees to furnish an analysis thereof as ECUA may reasonably require for accounting purposes. Vendor shall be solely responsible for materials furnished by ECUA on other than a charge basis in connection with this order.
23. NON-DISCLOSURE – Without prior written consent of ECUA in each instance, Vendor shall not reveal to a third party the details, characteristics or any information on materials made to the special order for ECUA or use reproductions thereof and any promotional media or reveal that, ECUA is purchasing the materials hereunder.
24. COMMERCIAL WARRANTY – The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights to the Emerald Coast Utilities Authority by any other clause of this contract.
25. DEVIATION FROM SPECIFICATIONS – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.

## EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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Signature

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Date

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Name & Title of Signer

## CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Signature	Date
Name & Title of Signer	

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date

Company: \_\_\_\_\_ BID/RFP/PO: \_\_\_\_\_

CONFINED SPACE ENTRY COMPLIANCE CERTIFICATION

Any manhole Entry will be subject to the Confined Space Entry Safety Standards established by the Occupational Safety and Health Administration, 29 CFR Part 1910.

By the signature of its undersigned authorized representatives, the Bidder hereby assures ECUA that any such excavation performed by the Bidder will be performed in compliance with all applicable Confined Space Entry Safety Standards.

The cost of compliance with applicable Confined Space Entry Safety Standards is estimated by the Bidder to be \$\_\_\_\_\_, which cost is included in the amount of the bid.

The specific methods of compliance with applicable Confined Space Entry Safety Standards, and the cost of compliance are as follows:

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Authorized Official

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(Print/Type)

EMERALD COAST UTILITIES AUTHORITY  
UTILITY OPERATIONS HVAC MAINTENANCE SERVICES  
BID NUMBER: 2013-04

BID 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 BID 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 RESPONDENT HEREIN NAMED HAS ANY INTEREST IN THIS BID OR IN THE CONNECTION WITH ANY OTHER PERSON(S) MAKING BID FOR THE SAME ARTICLES, AND IT IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION AND FRAUD.

CONTRACT DURATION: TWO YEAR CONTRACT (WITH TWO ONE-YEAR OPTIONAL EXTENSIONS UPON MUTUAL AGREEMENT OF BOTH PARTIES, WITH NO INCREASE IN PRICE). CONTRACT TO TAKE EFFECT JUNE 1, 2013.

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

PAYMENT TERMS:

\_\_\_\_\_  
(FOB PENSACOLA)

WARRANTY:

\_\_\_\_\_  
\_\_\_\_\_

EXCEPTIONS:

\_\_\_\_ YES    \_\_\_\_ NO

RESPONDENT:\_\_\_\_\_

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 NON-SEGREGATED FACILITIES FORM
- \_\_\_\_ TECHNICAL CERTIFICATIONS
- \_\_\_\_ SAMPLE EQUIPMENT TASKING
- \_\_\_\_ REFRIGERANT MANAGEMENT PROGRAM DESCRIPTION & LICENSE
- \_\_\_\_ 10-HOUR OSHA CERTIFICATIONS
- \_\_\_\_ FULL COVERAGE REFERENCES (10)
- \_\_\_\_ CONFINED SPACE ENTRY CERTIFICATION

DOES THE COMPANY DRUG TEST AND BACKGROUND CHECK ALL EMPLOYEES BEFORE HIRING THEM AND CONTINUE WITH RANDOM TESTS THROUGHOUT THEIR EMPLOYMENT?    \_\_\_\_ YES    \_\_\_\_ NO

ITEM A - TOTAL MONTHLY PREVENTATIVE MAINTENANCE PROGRAM COST:  
 COST OF ALL HVAC SYSTEMS BY SITE LOCATION:

<u>SITE LOCATION:</u>	MONTHLY TOTAL:	YEARLY TOTAL:
CWRF	\$ _____	\$ _____
Bayou Marcus WRF	\$ _____	\$ _____
Pensacola Beach WRF	\$ _____	\$ _____
Government Street LS	\$ _____	\$ _____
Moreno Street LS	\$ _____	\$ _____
Pipeline Regional LS	\$ _____	\$ _____
Alternate for contractor supplied filters.	\$ _____	\$ _____
	YEARLY GRAND TOTAL: \$ _____	

HOURLY RATES FOR OUTSIDE THE SCOPE  
 OF PREVENTATIVE MAINTENANCE

Any work outside of the scope of preventative maintenance shall be billed at an hourly rate plus parts. The Purchasing and Stores Manager reserves the right to obtain quotes for any services outside of preventative maintenance.

<u>Hourly Rate</u>	<u>Straight Time</u>
	Mechanics - \$ _____.
	Helpers - \$ _____.

<u>Hourly Rate</u>	<u>After Hours and Weekends</u>
	Mechanics - \$ _____.
	Helpers - \$ _____.

<u>Hourly Rate</u>	<u>Holidays</u>
	Mechanics - \$ _____.
	Helpers - \$ _____.

<u>Parts Mark-up</u>	% _____.
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## BAYOU MARCUS WRF EQUIPMENT LIST

QTY	SYSTEM COMPONENT(S)	MANUFACTURER	MODEL/ SERIAL#	RATING	LOCATION
1	Package Unit	American Standard	WCH18DE400AA Ser# 935100593D	15 Tons	Admin. Bldg.
	Filters 20x25x2 qty 8				
1	Package Unit	Trane	TCH150C400BA Ser#M10102406D	12.5 Tons	Influent/Eff. Bldg
	Filters 20x25x2 qty 8				
1	Package Unit	American Standard	TSC060A4ROA2 Ser#60810937L	6 Tons	RAS/WAS Bldg.
	Filters 20x25x2 qty 2				
1	Split System	Concept 10	SCU-10336A Ser#1602643634	3 Tons	Old Admin Bldg
	Filters 20x25x2 qty 1				
1	Ice Machine	Manitowoc	Mod#C570 Ser#951621478	1 Comp.	Admin Bldg
	20x20x1 qty 1				

## PENSACOLA BEACH WRF EQUIPMENT LIST

QTY	SYSTEM	MANUFACTURER	MODEL/ SERIAL#	RATING	LOCATION
1	Package Unit	Coleman	Ser#SAOE7868993	5 Ton	Admin Bldg.
	Filters 16x16x1 Qty 1				
1	Split System Glycol Cooled	Liebert	PFH607A-AL7428	5 Tons	UPS Enclosure
	Filters 20x30x1 qty 2		Ser# Y12FG15618		
1	Package Unit Wall Mount	Liebert	ET060SRAFBA6997	5 Tons	Plant #2 Electrical
	Filters 21x36.25 x2 pleated		Ser# 836997-001		
1	Window Unit	LG	LW8011ERY1		Beach Lab
			Ser#104TAKKA2741		
1	Window Unit	LG	LW8011ER		Beach Lab
			Ser#101TALB26920		
1	Window Unit	Frigidaire	FAM18H52A		Maintenance Shop
			Ser#KK93102137		

## CWRP FACILITY EQUIPMENT LIST

Qty	Category	System	Name/ Location	Manufacturer	Model #	Tons	AGE
1	Packaged Equipment	A/C Unit, No Heat	CHEMFEED MCC ROOM WAC-1	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	POWER DISTRIBUTION MCC ROOM WAC-1	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	POWER DISTRIBUTION MCC ROOM WAC-2	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	BNR 4 WAC-3	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	BNR 4 WAC-4	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	WW RETURN WAC-5	Liebert	ET0487RAF AA5726	4	4 Yrs
1	Packaged Equipment	A/C Unit, No Heat	WW RETURN WAC-6	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	WW RETURN WAC-7	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	WW RETURN WAC-8	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	BNR 1 WAC-9	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	BRN 1 WAC-10	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	BNR 2 WAC-11	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	BNR 2 WAC-12	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	BNR 3 WAC-13	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	BNR 3 WAC-14	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	RAS / WAS WAC-15	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	RAS / WAS WAC-16	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	REUSE WAC-17	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	REUSE WAC-18	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	REUSE WAC-19	Liebert	ET0487RAF AA5726	4	3 Yrs

## CWRP FACILITY EQUIPMENT LIST (Cont'd)

Qty	Category	System	Name/ Location	Manufacturer	Model #	To ns	AGE
1	Packaged Equipment	A/C Unit, No Heat	REUSE WAC-20	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	REJECT WAC-21	Liebert	ET0487RAF AA5726	4	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	WET WEATHER STORAGE POND WAC-22	BARD	W24A1- C06XF5X3J EHWH24B- C06	2	3 Yrs
1	Packaged Equipment	A/C Unit, Split System	DRIER BUILDING ACCU-2	Mitsubishi	MU2- D30NA-1	1.5	1 Yrs
1	Unitary Equipment	Computer Room A/C Unit	DRIER BUILDING CEAC-2	Mitsubishi	MS2-D30NA	1.5	1 Yrs
1	Packaged Equipment	A/C Unit, Split System	DRIER BUILDING ACCU-1	Liebert	TCDV205-A	10	3 Yrs
1	Packaged Equipment	A/C Unit, No Heat	CEAC-1	Liebert	VS042ADA0 E1793A	10	3 Yrs
1	Packaged Equipment	A/C Unit, Split System	DRIER BUILDING HPU-1	American Standard	4A6C3060A 400BA	5	3 Yrs
1	Packaged Equipment	A/C Unit, Split System	DRIER BUILDING	American Standard	TWE061D40 0AA	5	3 Yrs
1	Chiller	Reciprocating Compressor	CHEMFEED ACWC-2	AIRCEL	CH-300	20	3 Yrs
1	Chiller	Scroll Compressor	MAIN ACWC-1	York	YLAA0135Z E46XBASD	13 5	3 Yrs
1	Unitary Equipment	Computer Room A/C Unit	MAIN SERVER ROOM ACCU-2	Liebert	DCDF205-A	10	1 Yrs
1	Unitary Equipment	Computer Room A/C Unit	MAIN SERVER ROOM CEAC-2	Liebert	VS035ASA0 E1170A	10	1 Yrs
1	Air Handling Unit	Air Handling Unit	MAIN AHU-1	York	XTI- 051X075- FALA046A	30	3 Yrs
1	Air Handling Unit	Air Handling Unit	MAIN AHU-2	York	XTI- 051X078- FALA046A	30	3 Yrs
1	Air Handling Unit	Air Handling Unit	MAIN AHU-3	York	XTI- 069X105- FAPA046A	50	3 Yrs
1	Heating and Cooling Loop	Pump and Motor	MAIN CWP-1	Taco	M3311T	7.5	3 Yrs
1	Heating and Cooling Loop	Pump and Motor	MAIN CWP-2	Taco	M3311T	7.5	3 Yrs

### CWRP FACILITY EQUIPMENT LIST (Cont'd)

Qty	Category	System	Name/ Location	Manufacturer	Model #	To ns	AGE
1	Ice Machine Filter 20x20x1 qty 1	Ice Machine		Scottsman	CME1356AS -32F Ser# 754795		Loading Dock
1	Ice Machine Filter 20x20x1 qty 1	IceMachine		Scottsman	CME506A2 Ser# 0610132001 0738		Maint warehou se

### GOVERNMENT STREET LIFT STATION

QTY	SYSTEM	MANUFACTURER	MODEL/ SERIAL#	RATING	LOCATION
2	Split System	Liebert	VS077ASAOE1993A/ C12F8E0267 &68	22 Ton	MCC Room
	Filters 20x25x4 Qty 6ea				

### MORENO STREET LIFT STATION

QTY	SYSTEM	MANUFACTURER	MODEL/ SERIAL#	RATING	LOCATION
2	Split System	STULZ	VFS096DARU/ 10070049 & 50	7 Ton	MCC Room
	Filters 16x20x4 Qty 2ea 20x20x4 qty 2ea				

### PIPELINE REGIONAL LIFT STATION

QTY	SYSTEM	MANUFACTURER	MODEL/ SERIAL#	RATING	LOCATION
2	Split System	STULZ	VFS096DARU/ 09170064 & 10110038	7 Ton	MCC Room
	Filters 16x20x4 Qty 2ea 20x20x4 qty 2ea				
2	Split System	STULZ	VFS180DARU/ 09170052 & 10110039	10 Ton	MCC Room

## CWRP FACILITY FILTER LIST

Qty	System/ Components	Name/ Location	Filter Type	Filter Size	Changes/Yr
1	A/C Unit, No Heat	CHEMFEED MCC ROOM WAC-1	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	POWER DISTRIBUTION MCC ROOM	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	POWER DISTRIBUTION MCC ROOM WAC-2	Pleated	21X36.5X1	4
1	A/C Unit, No Heat	BNR 4	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	BNR 4 WAC-4	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	WW RETURN WAC-5	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	WW RETURN WAC-6	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	WW RETURN WAC-7	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	WW RETURN WAC-8	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	BNR 1 WAC-9	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	BRN 1 WAC-10	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	BNR 2 WAC-11	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	BNR 2 WAC-12	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	BNR 3 WAC-13	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	BNR 3 WAC-14	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	RAS / WAS WAC-15	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	RAS / WAS WAC-16	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	REUSE WAC-17	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	REUSE WAC-18	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	REUSE WAC-19	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	REUSE WAC-20	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	REJECT WAC-21	Pleated	21X36.5X2	4
1	A/C Unit, No Heat	WET WEATHER STORAGE POND WAC-22	Pleated	16X25X2	4
1	A/C Unit, Split System	DRIER SERVER ACCU-2	Pleated	20X10	1
4	A/C Unit, No Heat	CEAC-1	Pleated	20X20X4	4
2	A/C Unit, Split System	DRIER BUILDING	Pleated	20X20X1	4
4	Computer Room A/C Unit	MAIN SERVER ROOM CEAC-2	Pleated	20X20X4	4
6	Air Handling Unit	MAIN AHU-1	Pleated	20X24X2	4
6	Air Handling Unit	MAIN AHU-2	Pleated	20X24X2	4
12	Air Handling Unit	MAIN AHU-3	Pleated	20X24X2	4

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