

## REQUEST FOR BIDS

BID NUMBER: 2023-24

The Emerald Coast Utilities Authority invites your company to submit a bid on item(s) as listed in this bid request. It is the intent of the Emerald Coast Utilities Authority (ECUA) to receive bids that will be publicly opened at 2:00 p.m., local time September 28, 2023, for the following:

### ELECTRIC MOTOR AND SUBMERSIBLE PUMP REPAIR

Sealed (hard copy or electronic) bids will be received until **Thursday, September 28, 2023, 2:00 p.m., local time.** **If submitting a hard copy via mail or hand delivery,** proposals must be delivered to the Purchasing and Stores Division, Emerald Coast Utilities Authority, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida 32514. **If submitting electronically,** proposals must be submitted through [www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority](http://www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority).

Sealed bids will be received until 2:00 p.m., local time local time, September 28, 2023, by the Purchasing and Stores Division, Emerald Coast Utilities Authority, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida 32514. The proposals received will then be publicly opened and read. The Emerald Coast Utilities Authority reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. In accepting a bid, ECUA may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which ECUA selects with all decisions being made based upon what ECUA believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. ECUA further reserves the right to increase or decrease quantities as may be required to meet the needs of ECUA, at the unit price which was bid.

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## LEGAL ADVERTISEMENT

Sealed bids for Invitation to Bid #2023-24, Electric Motor and Submersible Pump Repair, will be received by the Emerald Coast Utilities Authority, Purchasing and Stores Division, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., local time, September 28, 2023, at which time bids submitted will be publicly opened and read.

Specifications and information may be obtained free of charge from ECUA, Purchasing and Stores Division (850-969-6530), via email at [paul.nobles@ecua.fl.gov](mailto:paul.nobles@ecua.fl.gov), on the website at [www.ecua.fl.gov](http://www.ecua.fl.gov) or on BidNet Direct at [www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority](http://www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority). Bids received after 2:00 p.m., local time, September 28, 2023, will be returned unopened. ECUA reserves the right to reject any or all BIDs and re-advertise.

Bids must be clearly marked on the envelope:

**BID:** Electric Motor and Submersible Pump Repair

**BID#:** 2023-24

Proposed Advertising Date: August 31, 2023

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

We the undersigned, have declined to bid on requested commodity/service Bid Number 2023-24, Electric Motor and Submersible Pump Repair for the following reasons:

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

\_\_\_\_\_ Insufficient time to respond to the Invitation to Bid.

\_\_\_\_\_ We do not offer this product or service.

\_\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_\_ Unable to meet bond/insurance requirements.

\_\_\_\_\_ Specifications are unclear (explain below).

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

\_\_\_\_\_ Other (specify below).

**Remarks:**

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

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

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

**NOTE:** Statement of No Bid may be faxed to Paul R. Nobles at (850-969-3384) or emailed to [paul.nobles@ecua.fl.gov](mailto:paul.nobles@ecua.fl.gov)

## **INSTRUCTIONS TO BIDDERS**

All these terms and conditions are a part of this bid request.

### **1. BID SCHEDULE**

Bids are presently scheduled to be **publicly opened and read at 2:00 p.m., local time, September 28, 2023**, in the ECUA Finance Conference Room (Rm #2202), 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 Board at their meeting scheduled for 3:00 p.m., local time, October 24, 2023**, in the ECUA Board Room.

### **2. BID SUBMISSION**

Bids must be in the possession of the Emerald Coast Utilities Authority Purchasing and Stores Division to be considered. Bids may be electronically submitted through [BidNet Direct](#), mailed or hand delivered to the Purchasing and Stores Division at 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida, 32514, in a sealed envelope clearly marked with the proposal name, time and date of the opening.

- A. Hard Copy Submittal** - In a sealed envelope (or other packaging) containing Technical and Fee Proposal, provide **one (1) original (so identified), one (1) paper copy, and one (1) electronic copy (USB flash drive)**
- B. Electronic Submittal** - **one (1) electronic copy through [BidNet Direct](#).**

Regardless of the method of delivery, each proposer shall be responsible for his/her 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 proposal opening will be rejected and returned unopened to the proposer.

### **3. CONVICTION OF PUBLIC ENTITY CRIME**

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two (\$35,000) for a period of 36 months from the date of being placed on the Convicted Vendor List.

### **4. BID WITHDRAWAL**

No bid may be withdrawn for a period of ninety (90) days from the bid opening. Prices may not

be modified during this period. Bids may be withdrawn at any time prior to the bid opening time.

## **5. BID AUTHORIZATION**

All bids must be submitted on the form provided by the Emerald Coast Utilities Authority and must be signed by an authorized representative of the company placing the bid. One complete set of bid forms will be furnished each company interested in bidding.

## **6. BID ERRORS**

A bidder may not modify its bid after bid opening. Errors in the extension of unit prices stated in a bid or in multiplication, division, addition, or subtraction in a bid may be corrected by the Purchasing and Stores Division prior to award. In such cases, unit prices shall not be changed.

## **7. AWARD OF BID**

ECUA reserves the right to establish priorities and to award the contract to a single bidder based upon the total bid or to multiple vendors based upon the items individually bid. ECUA also reserves the right to selectively purchase any single or any multiple items from this bid.

## **8. TAXES**

Do not include any tax with your bid. The Emerald Coast Utilities Authority is exempt from federal, state and local taxes. Tax exempt number 85-8012640152C-4 applies.

## **9. TERMS**

Minimum terms will be net 30 (30 days after receipt of material/service) unless a discount is involved. Terms offering a discount for prompt payment will only be considered in determining the low bid if the discount period is 15 days or greater (15 days after receipt of material/service or invoice, whichever is greater).

## **10. BID TABULATIONS**

Bid tabulations will be posted for review in the Purchasing Section, 9255 Sturdevant Street, Ellyson Industrial Park on or about **September 28, 2023**, and will remain posted for 72 hours excluding weekends and holidays. The bid tabulations/list of bidders will also be posted to the ECUA website, [www.ecua.fl.gov/business/bid-opportunities](http://www.ecua.fl.gov/business/bid-opportunities), and BidNet Direct at <https://www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority>.

## **11. BID QUESTIONS**

Any questions concerning the specifications or bid submission procedures must be emailed to the Purchasing and Stores Division Sole Point of Contact (POC) (as listed below) by **September 13, 2023, noon, local time** for consideration. Answers will be provided in the form of an addendum.

Only questions answered by addenda will be binding. Oral and other interpretations or classifications will be without legal effect. All addenda issued must be acknowledged in your bid response.

**Emerald Coast Utilities Authority**  
**ATTN: Paul R. Nobles, Senior Purchasing Agent**  
**Email: [paul.nobles@ecua.fl.gov](mailto:paul.nobles@ecua.fl.gov)**

## **12. COMPLIANCE WITH SPECIFICATIONS**

In order to determine that your bid complies with bid specifications, product literature and/or data/information must be included with the bid proposal as indicated in the specifications. Any deviations from the bid specifications should be identified separately. Failure to include such product literature and/or data/information shall be grounds for rejection of any bid.

## **13. UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Vendor/Contractor and Emerald Coast Utilities Authority for any terms and conditions not specifically stated in this Invitation to Bid.

## **14. EXECUTION OF CONTRACT**

Any action of ECUA in awarding the purchase of any material or performance of a service is subject to and conditioned upon the execution of a written purchase contract and/or a purchase order between ECUA and the vendor.

## **15. CONTRACTUAL AGREEMENT**

This Invitation to Bid (ITB) shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the Standard Form Contract (or purchase order), ITB document and response. Any and all legal action necessary to enforce the contract will be held in Escambia County and the contract will be interpreted according to the Laws of Florida.

## **16. PROTESTS**

Any person whose substantial interests are directly and adversely affected by the award or intended award of a purchase order or contract or by plans or specifications contained in an Invitation to Bid 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 bidder of the rejection. Notice of protest of the award or intended award of a purchase order or contract to the lowest bidder shown

on a posted bid tabulation shall be filed not later than 5:00 p.m. of the third business day following the posting of the bid tabulation. Notice of protest of the award or intended award of a purchase order or contract to a bidder other than the lowest bidder shown on a posted bid tabulation shall be filed not later than 5:00 p.m. of the third business day following notice of the award of a purchase order or contract.

A notice of protest shall be in writing and shall state the subject matter of the protest.

A formal written protest shall be filed within ten (10) business days after the filing of notice of protest. A formal written protest shall state with particularity the facts and the law on which the protest is based.

Notice of protest and formal written protest of plans or specifications for or the award or intended award of a contract shall be filed with the Executive Director or his or her designee.

**Failure to file a notice of protest or failure to file a formal written protest within the times permitted shall constitute a waiver of proceedings under these rules and under Section 12 of Chapter 2001-324, Laws of Florida, as amended.**

Upon receipt of a notice of protest which has been timely filed, the Executive Director shall stop the bid solicitation or purchase order or contract award process until the protest has been resolved. However, the bid solicitation or purchase order or contract award process may proceed when the Executive Director determines that delay would be detrimental to the interests of ECUA. Any award of a purchase order or contract under such conditions shall be subject to the outcome of the protest. After the award of a contract or purchase order resulting from a bid in which a timely protest was received and in which ECUA did not prevail, ECUA may take such action as it considers appropriate, which may include, but shall not be limited to, award of the contract or purchase order to the prevailing party, cancellation of the contract or purchase order, or rebidding.

The Executive Director shall provide reasonable opportunity to resolve a protest by agreement. If agreement is not reached within such time as the Executive Director or his or her designee considers reasonable under the circumstances, the Executive Director or his or her designee shall review the facts and the law on which the protest is based, and shall render a decision which shall be in writing and shall be promptly transmitted to the protestor.

If the protestor wishes to continue the protest beyond the decision of the Executive Director or his or her designee, the protestor shall be required to file a petition for review by the ECUA Board. This petition shall be made in writing and presented to the Executive Director within ten (10) days after notice of the decision of the Executive Director or his or her designee; otherwise, the decision of the Executive Director or his or her designee shall be final and binding. Such petition shall state the particular grounds on which it is based and may include pertinent documents and evidence relating thereto. Any grounds not stated shall be deemed to have been waived by the protestor. This petition must also be accompanied by a protest bond of an amount equal to 1.0 percent (1%) of the value of the solicitation, but in no case less than \$1,000 nor greater than \$10,000.00. This bond shall be in the form of a money order, certified cashier's



check, or certified bank check made payable to the Emerald Coast Utilities Authority. Failure to post such bond within ten (10) business days after the decision of the Executive Director or his or her designee shall result in the protest being dismissed by the Executive Director.

The bond required by the above paragraph shall be conditioned upon the payment of all costs and charges which may be adjudged against the person filing the petition for review. If the protestor prevails, the bond shall be returned to the protestor. If however, ECUA prevails, the bond shall be forfeited, and ECUA shall be entitled to recover the costs and charges, excluding attorney's fees, of such hearing. The entire amount of the bond also shall be forfeited if it is determined that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for ECUA or another interested party/parties.

Any notice required or permitted under this bid protest procedure shall be effective when delivered personally or by facsimile, or when deposited in the U.S. mail. If notice is given only by mail, three (3) days shall be added to the time within which a protestor may file a notice of protest or petition for review.

#### **17. CONTRACTS EXCEEDING ONE (1) YEAR**

When applicable, a contract may be renewed contingent upon cost factors, mutual agreement, satisfactory performance evaluations, availability of funds and ECUA Board approval. ECUA's performance and obligation to pay for the purchase of services or tangible personal property of a period in excess of one (1) fiscal year under any contractual relationship is contingent upon an annual budget approval by the ECUA Board.

#### **18. 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.

#### **19. 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.

#### **20. CONDUCT OF PARTICIPANTS**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected ECUA officials, their agents or employees or any member of

the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided in the solicitation or unless otherwise directed by the Purchasing Division.

Lobbying means the attempt to influence the thinking of elected ECUA officials, their agents or employees or any member of the relevant selection committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

## **21. BLACKOUT PERIOD**

Blackout period means the period between the time the bids/proposals for Invitation to Bid or the Request for Proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are advertised and the time the ECUA Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled. Conduct inconsistent with this section may be grounds for disqualifying the offending proposer from consideration or any future proposal.

## **22. BID INFORMALITIES**

ECUA reserves the right to waive informalities in any bid; reject any or all bids, in whole or in part; rebid a project, in whole or in part; and to accept a bid that in its judgement is the lowest and best bid from a responsible bidder. ECUA reserves the right to award this contract based upon what ECUA believes to be in the best interests of its ratepayers, in the reasonable exercise of its discretion and not solely based upon price. 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 is bid. ECUA may award a contract to a primary and a secondary Contractor. In that case, ECUA will assign work to the primary Contractor unless it is determined by ECUA that circumstances dictate that work be assigned to the secondary Contractor. The two (2) Contractors may be utilized in coordination, if necessary.

## **23. NON-DISCRIMINATION POLICIES**

ECUA does not discriminate on the basis of race, color, national origin, sex, creed/religion, age, marital status, disability/handicapped status, veteran status or any other legally protected status in employment or provision of service.

## **24. INDEMNIFICATION**

Bidder, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the ECUA, its employees, and agents from any liability of any nature or kind in regard to the delivery of these services.

## **25. OTHER PROVISIONS**

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ECUA'S CUSTODIAN OF PUBLIC RECORDS AT 850-969-3302, BY EMAIL AT [AMANDA.MILLER@ECUA.FL.GOV](mailto:AMANDA.MILLER@ECUA.FL.GOV), OR BY MAIL AT 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.**

## **26. NO COLLUSION CLAUSE**

By submitting a response to this ITB, the bidder certifies that the bidder has not divulged to, discussed or compared his/her competitive bid with other bidders and has not colluded with any other bidders or parties to this competitive bid. Also, the bidder certifies, and in the case of a joint competitive bid each party thereto certifies as to its own organization, that in connection with the competitive bid:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;

- Any prices and/or cost data quoted for this competitive bid have not been knowingly disclosed by the competitive bidder and will not knowingly be disclosed by the bidder, directly or indirectly to any other bidder or to any competitor, prior to the scheduled opening and award of the contract;
- No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a competitive bid for the purpose of restricting competition;
- The only person or persons interested in this competitive bid is/are the principal or principals named herein and that no person other than herein mentioned has any interest in this competitive bid or in the Agreement to be entered into.

## **27. AUTHORIZED OFFER**

The person submitting the bid should indicate the extent of authorization by him or her to make a valid offer in the bid that may be accepted by ECUA to form a valid and binding contract.

If the person submitting the bid is not authorized to submit a bid that can be bound by ECUA's acceptance, such person should also obtain the signature of an authorized representative of the bidder that may result in a bound contract upon ECUA's acceptance.

Bids should be typed or written in ink, signatures should be manually signed in ink, and any corrections should be typed or made in ink and initialed.

## **28. NON-CONFIDENTIALITY OF BIDS**

ECUA does not warrant the confidentiality of bids submitted in response to this ITB. All bids are subject to Florida's public records law. Bidders requiring confidentiality should not submit.

Bid Tabulations/List of Bidders will be posted for review by interested parties on the ECUA Website, [www.ecua.fl.gov](http://www.ecua.fl.gov) on or about **September 28, 2023**. It will also be posted for review in the Purchasing Division at ECUA, 9255 Sturdevant Street, (Ellyson Industrial Park) on or about **September 28, 2023**, and will remain posted for seventy-two (72) hours, excluding weekends and holidays.

## **29. E-VERIFY COMPLIANCE**

Contractor hereby certifies compliance with the following: pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor while performing work or providing services for ECUA. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing work or providing services for ECUA. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf provide Contractor with an affidavit stating that the

subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECUA.

### **30. PRICE ADJUSTMENT**

The award resulting from this Solicitation may include provisions for price adjustments after the initial term. Written request for price adjustment shall be made no later than ninety (90) days prior to the end of the initial term. Any price increase requests shall be accompanied by written justification attesting that the request is a bona fide cost increase to the supplier. All price adjustments shall be reviewed by ECUA's designated representative. At its sole discretion, ECUA staff will submit the price adjustment to the ECUA Board for review and final approval. If the ECUA Board rejects the price adjustment, no extension to the initial term shall be entered into.

EMERALD COAST UTILITIES AUTHORITY  
BID NUMBER: ITB 2023-24  
ELECTRIC MOTOR AND SUBMERSIBLE PUMP REPAIR  
SPECIFICATIONS

1. CONTRACT PERIOD

This initial contract term shall be for a period of five years (60 months), commencing from date of award, with five (5) one (1) year renewals unless terminated as provided in this bid document. Either party may terminate the contract by providing the other with 180 days written notice.

2. PURPOSE

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

3. BLANKET ORDER

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

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

4. QUANTITIES

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

5. DELIVERY

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

Note: Any emergency repairs required which are a result of an unexpected and urgent request where operational or health and safety of the public is at risk shall be completed by the successful vendor within forty-eight (48) hours after notification by the ECUA and returned to the designated representative. Failure to communicate with the respective representative and to respond within the time specified for emergency repairs may result in the work being performed by others and/or termination of this contract.

## 6. PRICES & TERM

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

Only those bids fulfilling all qualifications outlined in this solicitation shall be considered.

ECUA reserves the right to reject any and all proposals, or any part of any proposal, to waive any informality, and to accept that proposal which is deemed to be in the best interest of ECUA.

ECUA will consider escalation in price due to increases in expenses related to the manufacturer, storage, transportation and/or delivery (e.g., fuel surcharges, fuel price increases, electrical power cost increases) during the contract period, pursuant to INSTRUCTIONS TO BIDDERS, 30. Price Adjustment.

## 7. CONTRACT TERM/ RENEWAL

This initial contract term shall be for a period of five years (60 months), commencing from date of award, with five (5) one (1) year renewals unless terminated as provided in this bid document. Either party may terminate the contract by providing the other with 180 days written notice.

## 8. WARRANTY, MAINTENANCE, SERVICE AND SUPPORT

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

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

## 9. 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)

## TECHNICAL SPECIFICATIONS

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

### 1. INTENT

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

### 2. REFERENCE DOCUMENTS

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

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



### 3. HAZARDOUS LOCATIONS

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

### 4. REFURBISH/ REPAIR. REWIND AND MACHINE WORK ESTIMATES and INVOICES

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

- F. Estimate may be delivered by email, facsimile, or phoned in with an emailed copy. Estimate shall be provided within 48 hours of receipt of the damaged motor or pump. The estimate shall be authorized or rejected by the ECUA authorized representative prior to commencement of work. All invoices shall reflect the Vendor Job Number/Estimate Number and ECUA INFOR work order number, the Blanket Purchase Order Number, description of work, itemized parts and labor in accordance with the bid documents.

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

## 5. MOTOR REPAIR PROCEDURES

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

**NOTE:** For all motors 25HP and above, three core loss tests are required. Specifically, they shall occur upon disassembly, post burn out and a final core

loss performed prior to the beginning of the rewind process utilizing the exact dimensions determined.

- iii. Core loss testing is the responsibility of the vendor to perform and document as-found prior to winding removal from the core. Core loss tests can be performed using a commercially available core loss tester or using manual calculations and “loop test” excitation techniques. If manual calculations are used, the ECUA reserves the right to review and verify the techniques used.
- iv. Hot spot temperatures are to be measured and recorded with a quality infrared camera. Images should be retained and made part of the final report. They should illustrate and denote the hottest core temperature in the subject area and denote the temperature of the background iron (non-hotspot area).

d. Winding

- i. General: Rewound motors shall meet or exceed all O.E.M. operating characteristics, unless otherwise specified by the ECUA representative. Class H insulation shall be used, unless otherwise specified. Magnet wire shall be a dual-coated, insulated wire of domestic manufacture that is hermetic-approved and meets or exceeds NEMA specification MW-35A (Inverter Duty). After winding and prior to resin treatment, windings will be surge-comparison tested and the results documented.
  - ii. Resin Treatment: All windings shall be double-dipped with Class H varnish utilizing vacuum pressure impregnation (VPI) and baked.
- e. Leads shall be replaced with new leads; shall be a minimum of ten inches; shall be marked with wire numbers and be hydraulically crimped, lugs attached. Bolt size shall be in accordance with the NEC.
- f. Check balance - All rotors of motors rated at 25 HP and above shall be dynamically balanced, with the rotor running at rated speed where practical, but no less than 350 RPM in the balance stand using ISOStd1940-1 and NEMA Std-MG1. A printout tape from the balance/analyzer shall be furnished detailing the final balance values. This tape will be attached to the repair documents when the motor is delivered.
- g. Check shaft straightness- Measure the bearing bores, shells, housings and shaft journals using a micrometer. Outside diameter of bore in housing shall meet OEM or SKF specifications. Machine repairs are necessary when bearing tolerances/ journal housing tolerance exceeds OEM/ SKF specifications. Machine work shall be approved by the authorized ECUA representative before being performed or machine work may not be paid for. Bearing journals, seal surfaces and bearing housing restoration shall be done by machining or boring and bushing. Documentation of before and after measurements shall be made.

- h. Install new bearings per OEM specifications. All grease fittings, plugs, etc. shall be replaced unless otherwise indicated by the Authorized ECUA representative. Bearings shall be properly lubricated and bearing oil reservoirs shall be filled where practical. All equipment shall be tagged with information as to whether or not bearing oil reservoirs were filled and what type of lubricant was used. All removed bearings shall be returned to the ECUA upon request.
- i. Replace all gaskets.
- j. Reassemble, perform a velocity spectrum vibration test, perform an offline motor circuit analysis test, and paint the motor to the O.E.M. color.
- k. A copy of all tests indicating satisfactory results shall be submitted to the designated ECUA representative with the repaired motor.

C. Motor Reconditioning Process: shall include the following steps at a minimum:

- a. Perform an offline motor circuit analysis test capable of measuring Resistance, Impedance, Inductance, Phase Angle, Current/Frequency, and a 1000-volt megger before and after servicing.
- b. Disassemble, clean and inspect:
  - i. Completely disassemble motor and steam clean all mechanical parts using a mild detergent compatible with winding insulation; thoroughly rinse; bake dry.
  - ii. Disassembly documentation shall include the cause of failure and/or conditions contributing to failure.
  - iii. Visually inspect coils and windings for excessive wear, signs of conductor overheating or fatigue that possibly would not be apparent during an electrical test.
  - iv. All stators shall be surge-tested with an electronic surge tester specifically designed to apply a surge voltage street test simultaneously between turns of a coil, between phases, from winding to ground and to detect short-circuited turns in the winding under test.
- c. Insulation - Double dip following VPI 2000 procedures, with Class H varnish.
- d. Check balance - All rotors of motors rated at 25HP and above shall be dynamically balanced, with the rotor running at rated speed where practical, but no less than 350 RPM in the balance stand.

- e. Check shaft straightness - Measure the bearing bores, shells, housings and shaft journals using a micrometer. Outside diameter of bore in housing shall meet OEM or SKF specifications. Machine repairs are necessary when bearing tolerances/ journal housing tolerance exceeds OEM/ SKF specifications. Machine work shall be approved by the authorized ECUA representative before being performed or machine work may not be paid for. Bearing journals, seal surfaces and bearing housing restoration shall be done by machining or boring and bushing. Documentation of before and after measurements shall be made.
  - f. Bearings - If applicable, replace bearings per OEM specifications. Only SKF bearings shall be used for replacement bearings. Bearings shall be properly lubricated and bearing oil reservoirs shall be filled where practical. All equipment shall be tagged with information as to whether or not bearing oil reservoirs were filled and with the type of lubricant used. All removed bearings shall be returned to the ECUA upon request.
  - g. Gaskets shall be inspected and replaced if necessary.
  - h. Leads shall be inspected and replaced as necessary. Motor leads shall be permanently tagged with non-magnetic markers. Motor lead configuration shall not be altered. If submersible motor leads require alteration in length or configuration, vendor shall coordinate with the ECUA representative to ensure sufficient cable length remains for the installation.
  - i. Reassemble, perform a velocity spectrum vibration test, perform an offline motor circuit analysis test, and paint to the O.E.M.'s color.
  - j. A copy of all tests shall be submitted to the ECUA representative with the repaired motor.
- D. Pump Reconditioning Process: When the motor and pump are one unit (submersible pump), the following steps shall be included at a minimum:
- a. Disassemble, clean and inspect
  - b. Replace seals and ball bearings per OEM specifications. Vendor shall use only manufacturer-recommended ball bearings or SKF bearings and mechanical seals. All removed bearings shall be returned to the ECUA representative upon request.
  - c. Change oil.
  - d. Follow rewind process for motor, as outlined above.
  - e. Impeller and wear ring shall be inspected. Vendor shall ensure that both impeller and wear ring are less than 10% worn in accordance with the original manufacturer's specification including the clearance between the impeller and the wear ring.

f. Vendor shall inspect the volute and repair or replace as needed depending on damage found.

g. Reassemble and test.

## 6. MACHINE WORK DEFINED

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

## 7. REPLACEMENT MOTORS

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

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

## 8. QUALIFICATIONS OF THE CONTACTOR

(Subcontracting any of the following services is prohibited)

- A. Vendor shall have been registered with the Florida Department of State, Division of Corporations for at least five (5) continuous years.
- B. Vendor shall have been certified as an "Explosion-Proof, UL Facility" for at least two (2) continuous years and shall provide a copy of his certification with the bid submittal.
- C. Vendor shall be a fully certified UL facility.
- D. Vendor shall be a SKF Certified Rebuilder. Proof of Certification required.
- E. Vendor shall be EASA Certified and maintain the certification throughout the contract.

- F. Vendor shall have all engineering, design, welding, heat-treating, machining, balancing, calibrating and testing capabilities necessary to completely refurbish/rewind any pumps/motors listed on the bid form.
- G. Vendor shall have the capabilities to perform VPI 2000 procedures on all motors up to 600 HP and 48" in diameter.
- H. Service capabilities will include but not be limited to: Curing (Bake out) and burnout oven, both with controlled temperature gauges with chart recorder documenting time and temperature; shop cranes; despoiling devices; winding system and VPI capability without subcontracting any services.
- I. Equipment used for inspecting, calibrating and testing pumps and motors shall be up-to-date and have calibration certificates traceable to NIST standards where applicable.
- J. Vendor shall make available, upon request, data confirming the equipment used for inspecting, calibrating and testing pumps and motors is up-to-date along with calibration certifications which are traceable to NIST standards where applicable.
- K. Calibration equipment shall include, at a minimum: gage blocks, micrometers, dial indicators, volt meters, amp meters, test panels and vibration analyzers.
- L. Motor thermal imaging capability.
- M. Field laser alignment and balancing capability.
- N. Core loss testing capability.
- O. The successful vendor shall be capable, when required, to pick up and deliver any tall submersible pumps and/or electric motors to be repaired/refurbished at no additional cost to the ECUA with the appropriate sized trucks and possess a crane boom truck with a minimum of 10 ton capability with appropriate reach.
- P. Authorized Warranty Facility for KSB; Fairbanks Morse; Hydromatic (Pentair); Grundfos and Wilo-EMU submersible pumps and motors. (Provide Manufacturer reference letter).
- Q. Ability to provide field support within two hours' notice to any site within ECUA's system 24 x 7 x 365; without exception.
- R. Field pick-up/ delivery.
- S. Change motor voltage for emergency installations.
- T. Onsite repairs as needed

U. Ability to rebuild submersible pumps from 2” to 16” discharge.

V. Ability to provide ceramic coatings and other industrial coatings on metal surfaces.

**QUESTIONS:**

Contact Paul R. Nobles, 850-969-6531, or email [paul.nobles@ecua.fl.gov](mailto:paul.nobles@ecua.fl.gov)

The proposed time schedule as related to this procurement is as follows:

EVENT	DATE/TIME
Release of ITB	August 31, 2023
Deadline for Questions/Request for Clarifications	* September 13, 2023 12:00 pm local time
Estimated issuance of Addendum: Questions Answered	* September 15, 2023, 2:00 pm local time
Proposal Due Date/Time (Deadline)	* <b>September 28, 2023 2:00 am local time</b>
Recommendation to Citizens’ Advisory Committee/Board of Directors	** N/A
Anticipated Contract Approval/Award	** October 24, 2023

\* An addendum to this ITB will be issued if any of these dates/times change.

\*\* These dates are after the proposals are due and subject to change. However, an addendum to this ITB will not be issued if any of these dates change. Specific dates/times will be determined at each phase.



## **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, an independent Special District created by the Laws 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.

☒ Installation Floater Coverage

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

☒ Contractor's Equipment Coverage

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

# EMERALD COAST UTILITIES AUTHORITY

## GENERAL PROVISIONS

### PURCHASE ORDER/CONTRACT

1. Supplies are of domestic origin unless indicated by bidder. If you are unable to bid, 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. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. CHANGES – The Purchasing and Stores Division 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 Division, 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.

16. **TERMINATION FOR DEFAULT** – The Purchasing and Stores Division, 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.
17. **TERMINATION FOR CONVENIENCE** – The Purchasing and Stores Division 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.
18. **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).
19. **EXTENT OF OBLIGATION** – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.
20. **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.
21. **WARRANTIES** – In addition to all warranties, established by statute or common law or set forth elsewhere in this order, the Vendor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by ECUA and shall be of the best quality and fit, and sufficient for the purpose for which purchased, if specified hereon, merchantable of good material and workmanship, and free from all latent and patent defects. ECUA's failure to give notice to Vendor of any breach of warranty shall not discharge Vendor's liability therefore. Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of



receipt by ECUA.

22. 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.
23. 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.
24. 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.
25. 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.
26. DEVIATION FROM SPECIFICATIONS – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.
27. E-VERIFY COMPLIANCE – Pursuant to § 448.095(2) Florida Statutes (2021), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor while performing work or providing services for Emerald Coast Utilities Authority (ECUA). Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing work or providing services for ECUA. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or

subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECUA.

EXHIBIT I

EMERALD COAST UTILITIES AUTHORITY  
BID NUMBER: 2023-24  
ELECTRIC MOTOR AND SUBMERSIBLE PUMP REPAIR  
BID FORM

TO: Emerald Coast Utilities Authority  
PENSACOLA, FLORIDA

DATE: \_\_\_\_\_

Ladies/Gentlemen:

In accordance with your request for bids, instructions and specifications, attached thereto, 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 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/she has carefully examined the specifications and is thoroughly familiar with them and their provisions. He/she further declares that no other person other than the bidder herein named has any interest in this bid or in the contract to be executed, and that it is made without any connection with any other person(s) making bid for the same articles, and it is in all respects fair and without collusion and fraud.

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(Quantities are subject to modification)

Failure to provide all of the following information may result in automatic rejection of bid.

**CONTRACT PERIOD:**

This initial contract term shall be for a period of five years (60 months), commencing from date of award, with five (5) one (1) year renewals unless terminated as provided in this bid document. Either party may terminate the contract by providing the other with 180 days written notice.

**ELECTRIC MOTOR AND SUBMERSIBLE PUMP REPAIR:** See below

**EXCEPTIONS:** YES \_\_\_\_\_ NO \_\_\_\_\_

(Exceptions include the whole bid document, our specifications, instructions to bidders and general provisions).

## EXHIBIT I

## BID FORM

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

## EXHIBIT I

## BID FORM – HOURLY RATES

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

EXHIBIT I

BID FORM - DISCOUNTS

ELECTRIC MOTOR AND SUBMERSIBLE PUMP REPAIR AND REWIND SERVICES

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

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

Bidder Name: \_\_\_\_\_

## EXITBIT I

### BID FORM - QUESTIONS

1. Bidder's electrical motor repair service facility is certified as an "Explosion Proof, UL Facility" for at least two (2) continuous years.

\_\_\_ Yes \_\_\_ No (Attach a copy of the certification with Bid submittal.)

2. Provide at least three references for similar contracts/scopes you have been involved with. Provide a summary of the size, scope and value along with Company name and point of contact with phone number. (A listing may be attached)

Project #1	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email and Fax #:	
Contract Amount:	Date Work Performed:
Project #2	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email and Fax #:	
Contract Amount:	Date Work Performed:
Project #3	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email and Fax #:	

## EXHIBIT I

3. Have you ever failed to complete projects awarded to you? Or failed to complete projects within Contract Time? If so, state when, where (contact name, address, phone number) and why.

Contracting Agency/Client:
Contact Name and Phone #:
Contact Email and Fax #:
Why:

4. Have you ever been prohibited from providing a Bid to a governmental entity? If yes, name the entity and describe the circumstances:

Contracting Agency/Client:
Contact Name and Phone #:
Contact Email and Fax #:
Why:

5. Although prohibited by this scope of work, please provide any instances where subcontracting any services may be required. If so, please list your preferred suppliers. (A listing may be attached)

Sub-Contractor #1
Type of Project/Service:
Address:
Sub-Contractor Name:
Sub-Contractor Phone #:
Contact Email and Fax #:
Sub-Contractor #2
Type of Project/Service:
Address:
Sub-Contractor Name:
Sub-Contractor Phone #:
Contact Email and Fax #:



EXITBIT I

6. What equipment do you own to accomplish this Work? (Additional listing may be attached)

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7. What equipment will you purchase/rent for the Work? (Additional listing may be attached)

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EXITBIT I

DELIVERY SCHEDULE: \_\_\_\_\_ VENDOR NAME: \_\_\_\_\_  
\_\_\_\_\_  
(FOB PENSACOLA) (PRINT OR TYPE)  
BY: \_\_\_\_\_  
PAYMENT TERMS: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
\_\_\_\_\_  
(NET 30 UNLESS TITLE: \_\_\_\_\_  
DISCOUNT OFFERED) ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE: (\_\_\_\_) \_\_\_\_\_  
FAX NUMBER: (\_\_\_\_) \_\_\_\_\_  
FEID NUMBER: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

**ACKNOWLEDGE RECEIPT OF ALL ADDENDA ISSUED (IF APPLICABLE):**

NUMBER \_\_\_ DATED \_\_\_\_\_ NUMBER \_\_\_ DATED \_\_\_\_\_  
NUMBER \_\_\_ DATED \_\_\_\_\_ NUMBER \_\_\_ DATED \_\_\_\_\_

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

EXECUTED ATTACHED FORMS:

\_\_\_\_ BID FORM  
\_\_\_\_ BID FORM – DISCOUNTS  
\_\_\_\_ BID FORM – HOURLY RATES  
\_\_\_\_ BID FORM - QUESTIONS  
\_\_\_\_ DRUG-FREE WORKPLACE FORM  
\_\_\_\_ EQUAL OPPORTUNITY FORM  
\_\_\_\_ CERTIFICATION OF NONSEGREGATED FACILITIES FORM  
\_\_\_\_ E-VERIFY STATEMENT OF COMPLIANCE  
\_\_\_\_ SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA  
STATUTES, ON ENTITY CRIME

EXITBIT I

**HOW DID YOU FIND OUT ABOUT THIS BID?**

ECUA website \_\_\_\_\_ Escambia Sun Press \_\_\_\_\_ BidNet Direct \_\_\_\_\_

Other \_\_\_\_\_ (Please specify) \_\_\_\_\_

**Bidder Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

## EXITBIT II

### EQUAL OPPORTUNITY CLAUSE

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

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

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status.

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

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

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

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Signature

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Date

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Name & Title of Signer

## EXITBIT III

### CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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Signature

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Date

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Name & Title of Signer

EXITBIT IV

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

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

Bid/RFP/PO: \_\_\_\_\_

EXITBIT V

E-VERIFY STATEMENT OF COMPLIANCE

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor while performing work or providing services for ECUA. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing work or providing services for ECUA. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECUA.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

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

Bid/RFP/PO: \_\_\_\_\_

EXHIBIT VI

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

1. This sworn statement is submitted to \_\_\_\_\_  
(Print Name of Public Entity)

By \_\_\_\_\_ (Print  
Individual's Name and Title)

For \_\_\_\_\_ (Print  
Name of Entity Submitting Sworn Statement)

Whose business address is:

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

And (if applicable) its Federal Employer Identification Number (FEIN) is:

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement:

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



EXITBIT VI

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

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

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

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

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. Personally known \_\_\_\_

OR produced identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

Notary Public: State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed, Typed, or Stamped Commissioned Name of Notary Public)