

## INVITATION TO BID

INVITATION TO BID: 2024-01

The Emerald Coast Utilities Authority (ECUA) invites your company to submit a bid on item(s) as listed in this bid request. It is the intent of the ECUA to receive bids that will be publicly opened at **2:00 p.m., local time, December 19, 2023**, for the following:

### **ANNUAL RESIDENTIAL BACKFLOW PREVENTION ASSEMBLY (BPA) INSTALLATION AND TESTING**

Sealed (hard copy or electronic) bids will be received until Wednesday, December 19, 2023, 2:00 p.m., local time. If submitting a hard copy via mail or hand delivery, bids 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, bids must be submitted through [www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority](http://www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority).

A non-mandatory pre-bid conference will be held in the ECUA Finance Conference Room (Rm #2202), 2nd floor, Emergency Operations Support Addition, 9255 Sturdevant Street, Ellyson Industrial Park, at 10:00 a.m., local time, on Thursday, December 7, 2023. Attendance at the non-mandatory pre-bid conference is not mandatory, but attendance is strongly encouraged.

The bids received will then be publicly opened and read. The Emerald Coast Utilities Authority reserves the right to waive informalities in any bid; reject any or all bids, in whole or in part; re-bid a project, in whole or in part; and to accept a bid 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 in 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.

## TABLE OF CONTENTS

LEGAL ADVERTISEMENT .....	3
STATEMENT OF NO BID .....	4
INSTRUCTIONS TO BIDDERS .....	5
SPECIFICATIONS.....	15
RISK MANAGEMENT POLICY AND STANDARDS.....	19
GENERAL PROVISIONS .....	24
EXHIBIT I BID FORM .....	29
EXHIBIT II BID BOND.....	33
EXHIBIT III EQUAL OPPORTUNITY CLAUSE.....	34
EXHIBIT IV CERTIFICATION OF NONSEGREGATED FACILITIES .....	35
EXHIBIT V DRUG-FREE WORKPLACE FORM .....	36
EXHIBIT VI E-VERIFY STATEMENT OF COMPLIANCE .....	37
EXHIBIT VII CONTRACTORS QUALIFICATIONS DATA .....	38
EXHIBIT VIII CONTRACTOR'S EXPERIENCE QUESTIONNAIRE.....	39

## LEGAL ADVERTISEMENT

Sealed bids for Invitation to Bid 2024-01, Annual Residential Backflow Prevention Assembly (BPA) Installation and Testing 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, Tuesday, December 19, 2023, at which time bids submitted via electronic, mail or hand delivery will be publicly opened and read.

A non-mandatory pre-bid conference will be held in the ECUA Finance Conference Room (Rm #2202), 2nd floor, Emergency Operations Support Addition, 9255 Sturdevant Street, Ellyson Industrial Park, at 10:00 a.m., local time, on Thursday, December 7, 2023. Attendance at the non-mandatory pre-bid conference is not mandatory, but attendance is strongly encouraged.

Specifications and information may be obtained free of charge from ECUA, Purchasing and Stores Division (850-969-3350), via email at [paul.nobles@ecua.fl.gov](mailto:paul.nobles@ecua.fl.gov), on the web 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, December 19, 2023, will be returned unopened. ECUA reserves the right to reject any and all bids and re-advertise.

Bids must be clearly marked on the envelope:

**BID:** Annual Residential Backflow Prevention Assembly (BPA) Installation and Testing

**BID#:** 2024-01

Proposed Advertising Date: November 16, 2023

**Emerald Coast Utilities Authority  
Purchasing and Stores Division  
9255 Sturdevant Street  
Pensacola, Florida 32514-7038  
850-969-6530**

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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 ITB 2024-01, Annual Residential Backflow Prevention Assembly (BPA) Installation and Testing for the following reasons:

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

**Remarks:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**NOTE:** Statement of No Bid may be faxed to the Purchasing Division (850-969-3384)  
Attention: Paul Nobles 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, December 19, 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 Citizens' Advisory Committee scheduled to meet ON January 16, 2024** in the ECUA Board Room, 9255 Sturdevant Street, Ellyson Industrial Park. A non-mandatory pre-bid conference will be held in the ECUA Finance Conference Room (Rm #2202), 2nd floor, Emergency Operations Support Addition, 9255 Sturdevant Street, Ellyson Industrial Park, at 10:00 a.m., local time, on Thursday, December 7, 2023. Attendance at the pre-bid conference is not mandatory, but attendance is strongly encouraged. The ECUA Citizens' Advisory Committee recommendation will be presented to the **ECUA Board at their meeting scheduled for January 23, 2024**, 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 [www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority](http://www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority), mailed or hand delivered to the Purchasing and Stores Division at 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida, 32514, in a sealed envelope (mailed or hand delivery only) clearly marked with the bid name, time and date of the opening.

- A. Hard Copy Submittal** - In a sealed envelope (or other packaging) containing Bid, 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** [www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority](http://www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority) .

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 bid 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/list of bidders will 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 [www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority](http://www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority) on or about **December 19, 2023**

## **11. BID QUESTIONS**

All questions concerning the specifications or bid submission procedures can be emailed to the Purchasing and Stores Division Sole Point of Contact (POC) (as listed below) by **December 12, 2023, 12:00 p.m. (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 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 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 Manager.

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

## **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 bid.

## **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. TIME FOR COMPLETION; LIQUIDATED DAMAGES**

Contractor agrees to commence work upon execution of the Contract and, shall provide all labor, material, and equipment required to perform grounds maintenance in regular periodic intervals as agreed upon with Project Manager and as needed. Contractor agrees to pay liquidated damages in the amount \$100 per day for failing to maintain its agreed upon regular periodic interval schedule.

## **26. TERMINATION**

Termination for Default – The Project Manager, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including but not limited to, the excess cost of reprocurring similar 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/her control, fault or negligence, the termination shall be deemed to be a termination of convenience under paragraph 9.2 of the agreement.

Termination for Convenience – The Project Manager by written notice, may terminate this Contract, in whole or in part, when it is in the best interest of ECUA. 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 the termination.

## **27. 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.**

## **28. 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.

## **29. 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.

### **30. 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) and [www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority](http://www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority) on or about **December 19, 2022** and will remain posted for seventy-two (72) hours, excluding weekends and holidays.

### **31. 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.

### **32. 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.

### **33. BID BOND**

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been checked and compared, the OWNER will return the

BONDS of all except the three lowest responsible BIDDERS. When the AGREEMENT is executed, and the PAYMENT and PERFORMANCE BONDS have been executed and approved, the BID BONDS of the remaining BIDDERS will be returned. A certified check may be used in lieu of the BID BOND.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the work contemplated herein.

EMERALD COAST UTILITIES AUTHORITY  
INVITATION TO BID: ITB 2024-02  
ANNUAL RESIDENTIAL BACKFLOW PREVENTION ASSEMBLY (BPA) INSTALLATION AND  
TESTING  
SPECIFICATIONS

1. CONTRACT PERIOD

Initial period is from March 1, 2024 through February 28, 2025 (with two one-year optional extensions upon mutual agreement of both parties). The renewal request shall be in writing and is subject to the same terms and conditions as set forth in the initial contract.

2. PURPOSE

It is the intent of the Emerald Coast Utilities Authority to enter into a contract or multiple contracts for the installation and testing of BPAs.

3. GENERAL DESCRIPTION

The work involved is divided into several bid items that identify the work to be performed under each bid item. Several of the bid items are separated into different BPA sizes and types that will require individual bid amounts. Quantities given are estimates, and may vary. Specifications and information may be obtained from ECUA'S web site [www.ecua.fl.gov](http://www.ecua.fl.gov) or BidNet Direct at [www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority](http://www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority). Bids received after the closing time will be returned unopened. ECUA has the right to reject any and all bids and re-advertise.

4. A non-mandatory pre-bid conference will be held in the ECUA Finance Conference Room (Rm #2202), 2nd floor, Emergency Operations Support Addition, 9255 Sturdevant Street, Ellyson Industrial Park, at 10:00 a.m., local time, on Thursday, December 7, 2023. Attendance at the non-mandatory pre-bid conference is not mandatory, but attendance is strongly encouraged.

5. DESCRIPTION OF BID ITEMS

BID ITEM 1: Installation of Fire BPA

An ECUA staff member will email the contractor's point of contact person a list of BPAs to be installed with purchase order. The contractor's representative shall respond to the email within three (3) calendar days after receipt of the email. All work shall be completed in the calendar year that it is awarded. Upon completion of the work, the contractor shall supply a report to ECUA which indicates date of installation and passing test report with make, model, serial number, and size of BPA.

Reports shall be supplied electronically to the ECUA staff member who originally requested the work. If the work will take longer than 30 days, a partial invoice may be submitted.



#### BID ITEM 2: Installation of Irrigation BPA

An ECUA staff member will email the contractor's point of contact person a list of BPAs to be installed with purchase order. The contractor's representative shall respond to the email within three (3) calendar days after receipt of the email. Contractor shall coordinate with customer to confirm elevation of highest sprinkler head. If customer is unwilling to coordinate, the contractor shall let ECUA staff member know immediately. All work shall be completed in the calendar year that it is awarded. Upon completion of the work, the contractor shall supply a report to ECUA which indicates date of installation and passing test report with make, model, serial number, and size of BPA.

Reports shall be supplied electronically to the ECUA staff member who originally requested the work. If the work will take longer than 30 days, a partial invoice may be submitted.

#### BID ITEM 3: Installation of Auxiliary Water Supply BPA

An ECUA staff member will email the contractor's point of contact person a list of BPAs to be installed with purchase order. The contractor's representative shall respond to the email within three (3) calendar days after receipt of the email. Contractor will coordinate with each customer and confirm whether auxiliary water supply is connected to the house plumbing or separate prior to performing the work. If auxiliary water supply is connected to the house plumbing, the contractor immediately alerts ECUA staff member. All work shall be completed in the calendar year that it is awarded. Upon completion of the work, the contractor shall supply a report to ECUA which indicates date of installation and passing test report with make, model, serial number, and size of BPA.

Reports shall be supplied electronically to the ECUA staff member who originally requested the work. If the work will take longer than thirty (30) days, a partial invoice may be submitted.

#### BID ITEM 4: Testing of Fire BPA

An ECUA staff member will email the contractor's point of contact person a list of BPAs to be tested with purchase order. The contractor's representative shall respond to the email within three (3) calendar days after receipt of the email. The scope shall include testing the BPA utilizing a calibrated test kit which has been approved by ECUA, flushing of check valves, and replacement of O-rings. All work shall be completed in the calendar year that it is awarded. Upon completion of the work, the contractor shall supply a report to ECUA which indicates passing or failing test report with make, model, serial number, and size of BPA.

Reports shall be supplied electronically to the ECUA staff member who originally requested the work. If the work will take longer than 30 days, a partial invoice may be submitted.

#### BID ITEM 5: Testing of Irrigation BPA

An ECUA staff member will email the contractor's point of contact person a list of BPAs to be tested with purchase order. The contractor's representative shall respond to the email within



three (3) calendar days after receipt of the email. The scope shall include testing the BPA utilizing a calibrated test kit which has been approved by ECUA, flushing of check valves, and replacement of O-rings. All work shall be completed in the calendar year that it is awarded. Upon completion of the work, the contractor shall supply a report to ECUA which indicates passing or failing test report with make, model, serial number, and size of BPA.

Reports shall be supplied electronically to the ECUA staff member who originally requested the work. If the work will take longer than 30 days, a partial invoice may be submitted.

#### **BID ITEM 6: Testing of Auxiliary Water Supply BPA**

An ECUA staff member will email the contractor's point of contact person a list of BPAs to be tested with purchase order. The contractor's representative shall respond to the email within three (3) calendar days after receipt of the email. The scope shall include testing the BPA utilizing a calibrated test kit which has been approved by ECUA, flushing of check valves, and replacement of O-rings. All work shall be completed in the calendar year that it is awarded. Upon completion of the work, the contractor shall supply a report to ECUA which indicates passing or failing test report with make, model, serial number, and size of BPA.

Reports shall be supplied electronically to the ECUA staff member who originally requested the work. If the work will take longer than thirty (30) days, a partial invoice may be submitted.

#### **SPECIAL NOTE:**

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

#### **GENERAL NOTES:**

- A) Insurance: Vendor awarded this contract will supply ECUA with an insurance certificate complying with insurance requirements prior to the start of the contract. (See Risk Management/Insurance Requirements)
- B) A statement of the bidder's qualifications shall be included as part of this bid and shall be a factor used in the selection of the successful bidder.

#### **ADDITIONAL WORK ITEMS**

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

- A) In order to maintain the value of presently installed units, stored spares and future interchangeability of parts, all BPA parts and components supplied shall be genuine BPA parts as manufactured by Wilkins and supplied through their authorized distributor. The parts and components shall be duplicates to the original equipment in both material and construction. Any exception to this has to be approved of beforehand in writing by ECUA.
- B) ECUA reserves the right to supply any and all repair parts as needed. ECUA reserves the right to issue an ITB or Request for Quote (RFQ) for any and all replacement parts as needed.
- C) ECUA reserves the right to inspect all parts and components removed to verify the condition of said parts and components.

## **RISK MANAGEMENT POLICY AND STANDARDS FOR AGREEMENTS, CONTRACTS AND LEASES**

### **DEFINITIONS**

The following definitions apply to these Risk Management Provisions:

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

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

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

### **HOLD HARMLESS**

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

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

### **PAYMENT ON BEHALF OF ORGANIZATION**

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

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

## **LOSS CONTROLS/SAFETY**

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

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

## **SEVERABILITY**

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

## **INSURANCE - BASIC COVERAGES REQUIRED**

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

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

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

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

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

### **Additional Insured**

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

### **Workers Compensation Coverage**

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

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

### **General, Automobile and Excess or Umbrella Liability Coverage**

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

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

### **Commercial General Liability Coverage - Occurrence Form Required**

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

### **Business Auto Liability Coverage**

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

### **Excess or Umbrella Liability Coverage**

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

### **EVIDENCE/CERTIFICATES OF INSURANCE**

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

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

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

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

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

### **ADDITIONAL INSURANCE**

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

☒ **Commercial General Liability Coverage Project Aggregate**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of **\$1,000,000** is required by the Organization for this agreement or contract.

☒ **Owners Protective Liability Coverage**

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

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

☒ **Installation Floater Coverage**

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

☒ **Contractor's Equipment Coverage**

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

☒ **Pollution/Environmental Impairment Liability Coverage**

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. \$1,000,000 minimum required.

# EMERALD COAST UTILITIES AUTHORITY

## GENERAL PROVISIONS

### PURCHASE ORDER/CONTRACT

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



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

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

any such order, an equitable adjustment shall be made by written modification of this contract.

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

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

purpose for which purchased, if specified hereon, merchantable of good material and workmanship and free from all latent and patent defects. ECUA's failure to give notice to Vendor of any breach of warranty shall not discharge Vendor's liability therefore. Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by ECUA.

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

## EXHIBIT I

EMERALD COAST UTILITIES AUTHORITY  
INVITATION TO BID: 2024-01  
ANNUAL BPA INSTALLATION AND TESTING  
BID FORM

TO: EMERALD COAST UTILITIES AUTHORITY  
PENSACOLA, FLORIDA

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

Ladies/Gentlemen:

In accordance with your request for bids, instructions and specifications, attached hereto, and subject to all conditions thereof, i (we), the undersigned, hereby propose and agree if this bid is accepted, to contract with the emerald coast utilities authority to furnish any items or service requested herein and deliver same without additional cost to the emerald coast utilities authority at the specified location for the bid(s) listed below.

The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with them and their provision. He further declares that no other person other than the bidder herein named has any interest in this bid or in the connection with any other person(s) making bid for the same articles, and it is in all respects fair and without collusion and fraud.

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Contract duration: March 1, 2024 through February 28, 2025 (with two one-year optional extensions upon mutual agreement of both parties).

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

**ANNUAL BPA INSTALLATION AND TESTING:**  
**(BID ITEMS ARE INTENDED TO BE AWARDED SEPARATELY)**  
Please write “No Bid” if not bidding on an item.  
Quantities are estimated, and actual award amounts may vary.

### BID ITEM 1 Installation of Fire BPA

Item	Quantity	Unit	Unit Price	Total Price
1” RPZ	1	EA		
1.5” RPZ	2	EA		
2” RPZ	1	EA		
1” DC	7	EA		
1.5” DC	14	EA		
2” DC	7	EA		

**Subtotal:** \_\_\_\_\_

## EXHIBIT I

### BID ITEM 2 Installation of Irrigation BPA

Item	Quantity	Unit	Unit Price	Total Price
¾" RPZ	5	EA		
1" RPZ	25	EA		
¾" PVB	10	EA		
1" PVB	310	EA		

**Subtotal:** \_\_\_\_\_

### BID ITEM 3 Installation of Auxiliary Water Supply BPA

Item	Quantity	Unit	Unit Price	Total Price
¾" RPZ	4	EA		
1" RPZ	4	EA		
¾" DC	1	EA		
1" DC	1	EA		

**Subtotal:** \_\_\_\_\_

### BID ITEM 4 Testing of Fire BPA

Item	Quantity	Unit	Unit Price	Total Price
1" RPZ	1	EA		
1.5" RPZ	1	EA		
2" RPZ	2	EA		
1" DC	2	EA		
1.5" DC	15	EA		
2" DC	2	EA		

**Subtotal:** \_\_\_\_\_

### BID ITEM 5 Testing of Irrigation BPA

Item	Quantity	Unit	Unit Price	Total Price
¾" RPZ	30	EA		
1" RPZ	200	EA		
¾" PVB	50	EA		
1" PVB	1117	EA		

**Subtotal:** \_\_\_\_\_

## EXHIBIT I

### BID ITEM 6 Testing of Auxiliary Water Supply BPA

Item	Quantity	Unit	Unit Price	Total Price
¾" RPZ	3	EA		
1" RPZ	4	EA		
¾" DC	7	EA		
1" DC	3	EA		

**Subtotal:** \_\_\_\_\_

**GRAND TOTAL:** \_\_\_\_\_

NOTE: The quantities listed in the Proposal Form are for determining best value proposal. Additional desired services, in no way represent the quantities to be performed in this annual contract. If the unit price bid is considered too costly by the Owner, the Owner may use other resources to perform that item. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed above. The scope of work provided in the project manual is to be reflected in the unit price bids above.

ACKNOWLEDGE RECEIPT OF ALL ADDENDA ISSUED (IF APPLICABLE):

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

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

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

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

## EXHIBIT I

PAYMENT TERMS:

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

WARRANTY:

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

ITEMS ENCLOSED:

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_  
(PRINT OR TYPE)

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

TELEPHONE: ( ) \_\_\_\_\_

FAX NUMBER: ( ) \_\_\_\_\_

FEID NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

EXECUTED ATTACHED FORMS:

\_\_\_\_ BID FORM  
\_\_\_\_ BID BOND  
\_\_\_\_ EQUAL OPPORTUNITY FORM  
\_\_\_\_ CERTIFICATION OF NONSEGREGATED FACILITIES FORM  
\_\_\_\_ DRUG-FREE WORKPLACE FORM  
\_\_\_\_ E-VERIFY STATEMENT OF COMPLIANCE  
\_\_\_\_ QUALIFICATIONS DATA  
\_\_\_\_ CONTRACTOR'S EXPERIENCE QUESTIONNAIRE



**EXHIBIT II**  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as  
Principal, hereinafter \_\_\_\_\_, called the Bidder, and the  
\_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety,  
hereinafter called Surety, are held and firmly bound unto the Emerald Coast Utilities Authority as Obligee, hereinafter  
called \_\_\_\_\_ Owner, in the sum of \_\_\_\_\_ of

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

WHEREAS, the Bidder has submitted a bid for construction of Water Improvements, Bid Number ITB 2023-14, known as

**Project BPA Installation and Testing**

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D.

\_\_\_\_\_ ATTEST:

\_\_\_\_\_  
(Principal) (SEAL)

\_\_\_\_\_  
(Print/Type)

\_\_\_\_\_  
(Title)

ATTEST:

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

**(Attach Certified Copy of Power of Attorney)**

**EXHIBIT III**  
**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

## EXHIBIT IV

### 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

## EXHIBIT V

### 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: \_\_\_\_\_

## **EXHIBIT VI**

### **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.

## EXHIBIT VII

### CONTRACTORS QUALIFICATIONS DATA

NAMES OF LICENSED PLUMBERS (INCLUDE COPY OF LICENSE)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

NAMES AND CERTIFICATION NUMBERS OF CERTIFIED BPA TESTERS.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

NAMES AND LICENSE NUMBERS OF NATIONAL INSTITUTE FOR CERTIFICATION IN  
ENGINEERING TECHNOLOGIES (NICET) CERTIFIED EMPLOYEES (FOR FIRE ONLY).

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

## EXHIBIT VIII

### CONTRACTOR'S EXPERIENCE QUESTIONNAIRE

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

1. How many years has your organization been in business under your present business name?  
\_\_\_\_\_
2. How many years' experience has your organization had (a) as a licensed plumber in the State of Florida? \_\_\_\_\_ (b) as a BPA tester in the State of Florida? \_\_\_\_\_
3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, please attach a statement stating where and why.
4. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? \_\_\_\_\_ If so, attach a statement stating name of individual, other organization and reason therefore.
5. Has any officer or partner of your organization ever failed to complete a contract handled in his own name? \_\_\_\_\_ If so, attach a statement stating name of Owner and reason therefore.
6. Attach a list of your BPA testing equipment calibration sheets.

\_\_\_\_\_  
Name of Person Answering This Questionnaire

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Contractor