



**JOINT PURCHASE PROJECT
SPECIFICATION
FOR THE
TRANSFORMER PAINTING &
INSPECTION SERVICES**

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
(407) 355-7767
www.fmpa.com



**FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

BID FOR ANNUAL REQUIREMENT
FOR
TRANSFORMER PAINTING & INSPECTION SERVICES

TABLE OF CONTENTS

	<u>Pages</u>
Table of Contents	i
Invitation to Bid	ii
Advertisement	iii
Terms and Conditions	TC-1 - TC-14
Technical Specification	
Padmount Transformers	TPIS-1 – TPIS - 13
Bid Forms	BF-1 - BF-3
Drug Free Workplace Compliance Form	DF-1
Statement of No Bid	SONB-1
Affidavit of Compliance	AOC-1

INVITATION TO BID

(This is not an order)

R		ITB FMPA 2021-114
E	Florida Municipal Power Agency	
T	TO: 8553 Commodity Circle	Date Issued: June 15, 2021
U	Orlando, Florida 32819-9002	
R	Attn: Sharon Samuels	Telephone: (407) 355-7767
N	Info via Internet e-mail: bidinfo@fmpa.com	

SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO BID OPENING AT 10:30 A.M. ON July 15, 2021, WHICH WILL BE IN THE FMPA BOARD ROOM LOCATED IN THE FMPA ADMINISTRATION BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Bids shall be submitted on the form provided and must be manually signed.
- Bids shall be sealed in an envelope with the bid number, opening date and time clearly indicated.
- Bids received after the opening date and time will be rejected and returned unopened.
- The attached Invitation shall become part of any purchase order resulting from this Invitation for Bid.

DESCRIPTION

**JUNE 2021
FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT
BID FOR TRANSFORMER PAINTING & INSPECTION SERVICES**

See attached Invitation for Bid, General Conditions, Specifications, and Bid Forms for detailed description.

PLACE OF DELIVERY: FOB DESTINATION

The article to be Furnished Hereunder Shall be Delivered with All Transportation Charges
Paid By the Supplier to Destination.

It is the intent and purpose of the Florida Municipal Power Agency that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation For Bid to a single source. Such notification must be submitted in writing and must be received by not later than ten (10) days prior to the bid opening date.

ADVERTISEMENT

Proposal For

JUNE 2021

FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT BID FOR PROVISION OF TRANSFORMER PAINTING & INSPECTION SERVICES

INVITATION TO BID FMPA 2021-114

Sealed bids will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819-9002 until 10:30 a.m., on July 15, 2021, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for the Transformer Painting & Inspection Services for the following FMPA Members:

City of Bartow
Ft. Pierce Utilities Authority
Keys Energy Services

Bid packages for this project may be obtained from FMPA by telephone (407) 355-7767, Contact Sharon Samuels.

No bid may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of bids. Bids received after the day and time stated above will not be considered and will be returned to the bidder unopened.

Bids will be accepted for Transformer Painting & Inspection Services provided by companies who have established, through demonstrated expertise and experience that they are qualified to perform the Transformer Painting & Inspection Services specified. The Florida Municipal Power Agency reserves the right to reject any and all bids in total or in part and/or to waive defects in bids.

Jacob Williams
General Manager
Florida Municipal Power Agency

**FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT
TERMS AND CONDITIONS**

The Florida Municipal Power Agency (FMPA) was formed in 1978 for the purpose of providing a means for its members to benefit from a joint association of fellow municipally-owned utilities, including joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

In July of 1994 by action of its Board of Directors FMPA created a Project for the joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

Those FMPA members desiring to share in the benefits of joint purchasing of services, materials, supplies and equipment are a Participating Member of the Project.

FMPA administers the Project for the selection, bidding, and awarding of services, materials, supplies, and equipment utilized by the Project Participating Member and for the Project Participating Member to secure services, materials, supplies, and equipment through this Project, thus enjoying the benefits resulting from collaborative purchasing.

1. OVERVIEW

This is a joint Invitation to Bid issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of the following Participating Members:

City of Bartow
Ft. Pierce Utilities Authority
Keys Energy Services

This bid is for the joint estimated annual requirement of Transformer Painting & Inspection Services as listed.

2. PURCHASING SERVICES

Subsequent to the award, the Project Participating Members named above, will through their own initiative issue purchase orders and make subsequent release(s) of shipment to the vendor(s) awarded the contract pursuant to this Invitation To Bid. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs, or damages incurred pursuant to any agreement (purchase order) entered into by them with the successful bidder or offeror to this solicitation.

3. PARTICIPATING MEMBERS

This invitation to bid and specification is requested in bids for the specific services to be provided to the Participating Members. It is anticipated that FMPA Members and Municipal Electrical Systems other than those participating Members listed in Paragraph 1 above may wish to purchase the specified services; therefore, the bidders(s) is requested to extend their quoted price to any Municipal System. In that event, all of the applicable terms and conditions of this specification shall apply. A complete list of FMPA Members is located on www.fmpa.com and a map showing the FMPA Members is included at the end of this section.

4. FMPA'S RESPONSIBILITY

FMPA is responsible to administer the solicitation of the bids and the subsequent recommendation for award. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

5. SERVICES

Services will be purchased in accordance with the prices, terms, and conditions of this Invitation to Bid and any subsequent contract or purchase order.

6. QUANTITIES

The Transformer Painting & Inspection Services listed in the Technical Specification section are the possible services that may be required by the Participating Members. However, the use of any one service is not guaranteed. Services listed are based on projected needs of the Participating Members but, it is specifically understood and agreed: (1) that these services may be utilized by one or more Participating Members; (2) that a particular service listed in the bid forms may not be utilized by any Participating Member and; (3) supplier shall not have any claim against FMPA and any participating member for any services not used during the term of this award.

6.1 Supplier shall include with the bid any standard performance procedures and/or conditions.

6.2 In order to enhance the efficiency of joint purchasing and to minimize mobilization costs, Supplier shall coordinate with FMPA and the Participating Members, where practical, to schedule concurrent work.

6.3 The Project Participating Member reserves the right to reject in whole or in part, any or all services/reports which in its judgment are not as specified, or reflect unsatisfactory performance. In this event, payment shall be withheld corresponding to value of the rejected material until such time as the delivery is complete and accepted as contracted.

7. EXTENSION OPTION

This bid may be extended on a year-to-year basis at the conclusion of the annual term by mutual agreement between the Project Participating Members and the successful bidder(s) provided the same terms, conditions, and prices exist, subject to Escalation/De-escalation as provided in Section 12. Should any supplier(s) choose not to renew their portion of the bid award, the Project Participating Member reserves the right to terminate the Contract with that supplier(s) and re-advertise or select a second supplier.

8. BID FORMS, VARIANCES, ALTERNATES, AND COMPLETENESS

8.1 Bids must be submitted on attached FMPA bid forms, although additional information may be attached. Bidders must indicate any variances from FMPA requested specifications, terms and conditions, otherwise bidders must fully comply with FMPA requested specifications, terms and conditions. Alternate bids will not be considered unless specifically indicated otherwise by these Terms and Conditions.

8.2 All blank spaces must be completed with the appropriate response. The bidder must state the price, typewritten or written in ink, for which he proposes to complete each item of the project. The bidder shall submit the executed bid form with other exhibits.

8.3 Pages BF-1 and AOC-1 of this bid package are required forms and MUST be included in Bidder's response appropriately filled out and signed.

8.4 Each bidder shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the Bid.

8.5 Bidders shall quote on all items in one bid form. Failure to do so may result in the bid being rejected as not responsive.

8.6 When quotations on certain items are optional, bidders shall insert the words "No Bid" in the space provided for an item for which no quotation is made.

8.7 Incorporation in the bid of substantial exceptions to the Terms and Conditions shall invalidate the bid, if the exceptions amount to a substantial modification of the contract documents. Exceptions to Technical Specifications shall be clearly noted in the "Affidavit of Compliance".

8.8 The bid must be signed by an authorized agent or officer of the firm.

8.9 Any bid not having sufficient descriptive matter to describe accurately the equipment, materials, or services proposed may be rejected as irregular. The descriptive matter submitted by the bidder will be retained by FMPA.

8.10 Verbal statements made by the Bidder at any time regarding quality, quantity, or arrangement of service will not be considered.

9. VARIANCE WITH APPLICABLE LAW

If the Bidder observes that the specifications are at variance with any applicable law, ordinance, rule or regulation, he shall promptly notify FMPA in writing and any necessary changes shall be made. If the Vendor performs any work contrary

to such law, ordinance, rules and regulations, and does not comply with the procedure above, he shall bear all cost incident to such violation.

10. QUALITY TERMS/GUARANTY

The Vendor guarantees that the product/service will be as specified and will be free from defects in design, workmanship, and materials. If within the guarantee period the product/service fails to meet the provisions of this guarantee, the Vendor shall promptly correct any defects, including non-conformance with the purchase documents by adjustment, repair, or replacement of all defective parts or materials. The guarantee period shall begin on the date of delivery/service and shall end twelve months later.

11. BIDDER RESPONSIBILITY

Bidders are instructed to carefully read and comply with all requirements as specified in the Terms and Conditions, Technical Specifications, and Bid Forms.

12. ESCALATION/DE-ESCALATION

Bid prices shall remain firm for a period of one year from the date of award. At the time the option to renew is to be exercised, the bid prices may be changed for the following reasons:

- 12.1 Vendor's labor cost may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.
- 12.2 Approved (Florida P.S.C.) freight rate changes may change the total bid prices.
- 12.3 Florida Department of Transportation monthly index shall be recognized and approved, when applicable.
- 12.4 All written requests for price increases must include back-up documentation as to the nature of the increase and shall be submitted to FMPA at least 30 days prior to renewal of contract. Approval of each request shall be by written confirmation from FMPA. If FMPA should consider said increase unwarranted or unreasonable, FMPA reserves the right to terminate the contract with the vendor and re-advertise or select a second supplier. Any price decreases at the service provider's level shall be reflected in an immediate reduction of the bid prices and the vendor shall notify FMPA and the Project Participating Member(s) of said decrease.

If there are significant changes in the market, up or down, FMPA Members may consider a price change according to Section 12.4.

13. PRICES BID

- 13.1 Prices bid, including payment discount if applicable, shall be used for payment and these prices shall be deemed to include payment in full for all transportation, labor and equipment used in providing service to the point of delivery.

- 13.2 Unit price bid for each item will not extend beyond the hundredth of a decimal, e.g. Non-acceptable \$2.423; Acceptable \$2.42.
- 13.3 Any and all discounts, other than a payment discount, must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

14. HONORING PRICES

Bidder warrants, by virtue of bidding, that any orders placed within the specified period shall be honored at the prices, terms, and conditions quoted.

15. RESERVED RIGHTS

15.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award that FMPA deems will best serve its Members interests; and, 4) recommend award of the contract according to one of the following:

- a) On a total order basis
- b) On a city by city basis
- c) On a line item basis

15.2 FMPA reserves the right to accept or reject any and/or all bids, or any part thereof and or/to waive irregularities and technicalities, and to request the submission of clarifying information. Also, FMPA reserves the right to accept all or any part of the bids and to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.

15.3 To be responsive, a bidder shall submit a bid, which conforms in all material respects to the requirements set forth in the Invitation to Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully to contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

15.4 FMPA reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

16. BID EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

16.1 All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to FMPA specifications as written. Any

deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the service.

16.2 For purpose of bid evaluation, bidders must indicate any and all variance to requirements, terms, and conditions as stated in this document no matter how slight. If variations are not stated on the Affidavit of Compliance form attached herein, it shall be construed that the bid fully complies with the requirements, terms, and conditions.

16.3 The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the Project Participating Members, price, delivery and other factors considered. The offeror's proposal shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award.

17. PERFORMANCE BOND/SURETY

Neither a bid nor a performance bond or surety is required pursuant to this Invitation to Bid.

18. FINAL CONTRACT

All the above Terms and Conditions, Special Instructions, and General Conditions shall be incorporated in the final contract/award.

19. INVOICES

Bidder agrees to send FMPA a copy of all invoices issued pursuant to this Bid.

20. OTHER BASIS FOR AWARD

Other factors that will be considered besides the lowest price are:

- Time of Service
- Quality of workmanship as represented by references
- Capabilities to perform to the contractual requirements.

Exceptions to the bid may be considered if determined minor in nature and acceptable to FMPA's application. All exceptions shall be noted on the attached "Affidavit of Compliance" form.

21. OPENING LOCATION

The bids will be publicly opened at the Florida Municipal Power Agency (FMPA) 8553 Commodity Drive, Orlando, Florida 32819-9002 in the presence of FMPA Officials at the stated time and date. All bidders or their representatives are invited to be present.

22. BID DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to FMPA for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail,

the bidder shall be responsible for its timely delivery to FMPA's office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

23. CLARIFICATION AND ADDENDA

23.1 Each bidder shall examine all Invitation to Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquires, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Invitation to Bid shall be made to FMPA. Clarification of bids submitted shall be in letter form, signed by bidder. FMPA shall not be responsible for oral interpretations given by any FMPA employee or representative. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Invitation for Bid, FMPA will attempt to notify all prospective bidders who have secured same. All addenda will be included on FMPA's web site at *www.fmpa.com*.

23.2 However, it shall be the responsibility of each bidder, prior to submitting their bid, to contact FMPA by either calling (407) 355-7767 or via Internet by checking FMPA's web site, to determine if addenda were issued and to make such addenda a part of their bid.

24. SEALED AND MARKED

Two (2) signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside of package with the Invitation to Bid Number, opening date and time addressed to:

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819-9002

25. LEGAL NAME

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, or individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by person signing the bid.

26. BID EXPENSES

All expenses for making bids to FMPA are to be borne by the bidder.

27. IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 45 days to sell the Participating Members the goods or services set forth in the attached specification.

28. THE RIGHT TO AUDIT

The Contractor agrees to furnish such supporting detail as may be required by FMPA and the Participating Members to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by FMPA or the Participating Member, as appropriate. FMPA and the Participating Members shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment.

29. APPLICABLE LAWS

All applicable laws and regulations of the State of Florida and FMPA will apply to any resulting agreement, contract, or Purchase Order. Protestors shall seek resolution of their complaints initially with FMPA. A protest with respect to this Invitation for Bid shall be submitted in writing prior to the scheduled opening date of this bid.

30. CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the FMPA, Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and may be further disqualified from submitting any future bids for goods or services for FMPA.

31. COLLUSION

By offering a submission pursuant to this Invitation to Bid, the bidder certifies the bidder has not divulged, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this bid:

31.1 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.

31.2 Any prices and/or cost data quoted for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

- 31.3 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 bid for the purpose of restricting competition.
- 31.4 The only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
- 31.5 No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

32. INDEMNITY

After notification of award, the successful bidder shall indemnify and save harmless FMPA and its Members from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefore.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of FMPA and its Members as set forth in Florida Statute 768.28.

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and its Members and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA and its Members may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

33. MODIFICATION OR WITHDRAWAL OF BID

A modification of a bid already received will be considered only if the modification is received prior to the time announced for opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid. Modifications submitted by telephone, telegraph, or facsimile will not be considered.

Any bidder may withdraw his bid by giving written notice to FMPA, at the place such bids are to be received and at any time prior to the time announced for opening of bids.

34. ERRORS IN BIDS

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the bid, the unit price shall govern.

35. NO BID

If not submitting a bid, respond by returning the "Statement of No Bid" no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list.

36. DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Technical Specifications or Bid Forms, any service, equipment, material, or article or patented process, any trade name, make, or catalog number bid other than that specified herein is subject to disqualification if the substitution is not specifically approved in writing by FMPA.

Specified items bid shall be identified by brand name, number, manufacturer, and model, where applicable, and shall include full descriptive information, brochures, or appropriate attachments.

37. "OR EQUAL" INTERPRETATION

When a particular manufacturer's name or brand is specified along with the words "or equal", bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph labeled "Samples". Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

38. USE OF TRADE NAMES

If allowed by the Technical Specifications and/or the Bid Forms, bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material of equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or

exceptions taken to, the specifications. Failure of any bidder to furnish the data may be cause for rejection of the specified item(s) to which it pertains.

39. AUTHORIZED PRODUCT REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it will be presumed by FMPA that the bidder(s) is legally authorized to so submit and the successful bidder(s) will be legally bound to perform according to the documents.

40. REGULATIONS

It shall be the responsibility of each supplier to assure compliance with an OSHA, EPA and/or Federal or State of Florida rules, regulations or other requirements, as each may apply.

41. CANCELLATION

It is the intention of FMPA and the Participating Member(s) to purchase material from sources of supply that will give prompt and convenient service. Any failure of the supplier to satisfy the requirements of FMPA and the Participating Member(s) shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause when in the best interest of FMPA or the Participating Member(s).

42. ROYALTIES AND PATENTS

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the service purchased, and shall defend all suits or claims for infringement of any patent right(s). FMPA shall be held harmless from loss on account thereof and any cost and attorney's fee incurred therefore.

43. TAXES

All of the equipment, materials, and articles incorporated in the product/work furnished and invoiced directly to FMPA are purchased for resale, and such sales are exempt from Florida's sales and use taxes. FMPA will furnish a resale certificate to the contractor or vendor. All of the equipment, materials, and articles incorporated in the product/work furnished and invoices directly to an individual city are not purchases for resale, and the invoices shall include all applicable state and local taxes unless the city provides a self accrual certificate to the contractor at the time of purchase.

44. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Florida Municipal Power Agency, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement minority business will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated

against on the grounds of race, color, or national origin in consideration for an award.

45. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all bidders should be aware of the following:

"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 for a period of 36 months from the date of being placed on the convicted vendor list."

46. DRUG-FREE WORKPLACE

A Drug-Free Workplace Statement should be completed, signed, and returned prior to award of bid. This form will be used whenever two or more bids that are identical with respect to price, quality, delivery, and service are received; a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

47. BID TABULATION

Bidders will receive a copy of the Bid Tabulation and Award Recommendation Letter upon completion of the bid award process.

48. BUDGETARY CONSTRAINTS

The Florida Municipal Power Agency and the Participating Members reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

49. SERVICES WARRANTIES

49.1 WARRANTY OF SERVICES

Awarded bidder warrants that the services performed hereunder will reflect competent professional knowledge and judgment. If Participating Members gives the Awarded Bidder notice within a reasonable period after the services are completed that any services are defective Awarded Bidder shall re-perform such nonconforming services at no additional cost to the Participating Member.

49.2 Remedy

If Awarded Bidder breaches the warranty of care, Awarded Bidder shall upon Notice from Participating Member and without additional compensation, correct or revise any errors or deficiencies in the Work Products, and other Services.

50. INSPECTION AND ACCEPTANCE OF SERVICES

Services shall be subject to Participating Member's inspection at any time. Participating Member may reject Services within a reasonable time after completed, if such Services do not comply with the requirements of the Purchase Order or (if provided by Participating Member) the specifications for the Services. The making or failure to make any inspection of, or payment for or acceptance of Services shall in no way impair Participating Member's right to reject or revoke its acceptance of nonconforming Services, or to avail itself of any other remedies to which Participating Member may be entitled, notwithstanding Participating Member's knowledge of the nonconformity, its substantiality or ease of discovery.

51. TERMINATION FOR DEFAULT

Any failure by Awarded bidder to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from Participating Member to Contractor demanding that such failure to perform be cured, shall be deemed an event of default by Awarded bidder. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity.

52. LIQUIDATED DAMAGES

52.1 If Awarded bidder fails to complete specified Work on or before the dates specified by a Participating Member, in a particular Participant Contract or Purchase Order, Awarded bidder shall pay Participant the amounts listed below for each and every calendar day, including Sundays and holidays (as specified by the Participating Member), starting on the day following the date specified by Participating Member, until the date the Work is completed and Accepted by the Participating Member.

<u>Activity</u>	<u>Amount</u>
a) Delivery	\$1,000.00
b) Other	\$100.00

52.2 Awarded bidder understands and agrees that said daily sum is to be paid not as a penalty but as compensation to the Participating Member

for fixed and reasonable liquidated damages due to losses that Participating Member will suffer because of such default, whether through increased administrative and engineering cost, interference with Participating Member's normal operation, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

52.3 Liquidated damages may, at Participating Member's sole discretion, be deducted from any monies held by Participating Member that are otherwise payable to Awarded bidder.

52.4 Awarded bidder's payment of liquidated damages shall in no way relieve the Awarded bidder of any other obligations under this agreement, a Participant Contract or Purchase Order.

LOCATION OF FMPA MEMBERS

State of Florida



TECHNICAL SPECIFICATION

FMPA PADMOUNTED EQUIPMENT PAINTING & INSPECTION
SERVICES TECHNICAL SPECIFICATION

1.0 SCOPE

2.0 CONTRACT DEFINITIONS

3.0 APPLICABLE LICENSES, BONDING, INSURANCE AND MINIMUM QUALIFICATIONS

4.0 RESPONSIBILITIES OF THE AWARDED BIDDER

5.0 GENERAL REQUIREMENTS

- 5.1 Workmanship
- 5.2 Use of Qualified Personnel
- 5.3 Quality Control
- 5.4 Insurance
- 5.5 Insurance for Keys Energy Services

6.0 SAFETY AND ENVIRONMENTAL REQUIREMENTS

7.0 INSPECTION AND INVENTORY REQUIREMENTS

- 7.1 Definitions for Padmount Transformer Inspection
- 7.2 Method of Inspection
- 7.3 Preparation
- 7.4 Visual Inspection
- 7.5 Restoration of Work Site
- 7.6 Internal Inspection
- 7.7 Procedure for Cabinets w/Lead Based Paint
- 7.8 Inspection Reports

8.0 PAINTING REQUIREMENTS

- 8.1 Painting Procedure
- 8.2 Labeling
- 8.3 Standards
- 8.4 Materials
- 8.5 Coating Specifications
- 8.6 Housing Coating Application
- 8.7 Warranty

FMPA PADMOUNTED EQUIPMENT PAINTING & INSPECTION
SERVICES TECHNICAL SPECIFICATION

1.0 SCOPE

This specification sets forth minimum requirements, duties, responsibilities and expected performance of a firm (Awarded Bidder) for painting and the safety inspection of pad-mounted transformers, switchgear, primary termination cabinets and secondary termination cabinets. This specification addresses the requirements for the application of protective coatings on the exterior steel surfaces of transformers. All bidders must have experience working on or around equipment energized at voltages up to 27,000 volts. Contractor shall furnish labor, supervision, insurance, transportation, tools and equipment, new paint and cleaning materials as required to refinish transformers, switchgear and other electrical enclosures. Utility will provide the locks, warning stickers and stickers for letters and numbers

2.0 DEFINITIONS

Owner: FMPA Member (City/Utility Company)

Awarded Bidder: The firm that has been awarded a formal contract to perform work described in this specification.

3.0 APPLICABLE LICENSES, BONDING, INSURANCE AND MINIMUM QUALIFICATIONS

The Awarded Bidder shall:

- At its expense, obtain all required licenses and permits for operating a contracting business in the state of Florida as well as any necessary surrounding counties.
- At its expense, obtain all necessary licenses and permits for inspecting utility equipment as described in these specifications. Contract employees requiring licensing by City, County or State Codes, shall not be allowed to work until said licenses are obtained.
- The Awarded Bidder shall obtain, at its expense, permits or agreements from the proper governmental entities or the state of Florida to execute work upon their streets and thoroughfares.
- Have a minimum of eight (8) years experience in the utility inspection / inventory business.
- Provide proof of Insurance
- Adhere to FMPA's terms and conditions pertaining to indemnification

INDEMNIFICATION BY CONTRACTOR

The Contractor shall indemnify and hold harmless FMPA Members and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or used by the Contractor in the performance of this Contract.

4.0 RESPONSIBILITIES OF THE AWARDED BIDDER

The Awarded Bidder shall:

- Supply all supervision, labor, tools, equipment, transportation and material to perform the following tasks as detailed by the requirements of this specification. The Awarded Bidder's task are as follows:
 - Inspect padmounted transformers, switchgear and terminating cabinets.
 - Perform maintenance inspection as specified in Section 6.0.
 - Apply warning labels and other decals to transformers and other enclosures as required.
 - Prune/cut/trim excess vegetation to allow safe access to equipment for internal visual inspection.
 - Jobsite clean-up and disposal of trimmed vegetation.
 - Paint enclosure exterior as specified in section 7.0.
 - Provide detailed painting/inspection reports as required.
- Be responsible for notifying property owners and the general public as to work being performed.
- Notify Utility immediately in the event that the Awarded Bidder unintentionally or accidentally causes an interruption or outage of Utility equipment and/or its customers.

The Awarded Bidder further warrants that he/she understands the imminent dangers inherent in the work required of its personnel, employees, servants, agents and subcontractors, and to continually instruct, check and monitor their safety, procedures, methods and equipment.

The Awarded Bidder will immediately remove his crew and equipment from a particular property or piece of equipment in question, if at any time the execution of the Awarded Bidders work interferes with normal or emergency utility work. The Awarded Bidder shall contact the on-site utility supervisor or person in charge for approval to continue work.

The Awarded Bidder and its employees shall be responsible for closing and locking any Utility equipment which has been unlocked and opened for inspection.

5.0 GENERAL REQUIREMENTS

5.1 Workmanship

All work shall be performed in a professional manner consistent with standard utility practices and in compliance with this specification and all applicable local, state and federal codes and regulations. The Awarded Bidder shall at all times exercise care to prevent injury to the general public and to prevent damage to any property during the performance of the contract. Utility considers work not in accordance with this specification or work not in accordance with local, state or federal codes and regulations, or unskilled or careless work to be sufficient reason to order the Awarded Bidder to stop work.

5.2 Use of Qualified Personnel

The Awarded Bidder is fully and solely responsible for seeing that employees shall have the necessary skills, knowledge, training and experience to protect themselves and their fellow employees from harm or injury while performing under the contract and furnishing them with competent supervision and adequate tools and equipment, for the contract to be performed in a safe manner.

It is further understood by and between the parties that in the performance of the work required under the contract, the Awarded Bidder will be required to work near, about, adjacent to and in the vicinity of energized lines, transformers, or other equipment of Utility. Personal protective equipment must be utilized at all times.

5.3 Quality Control

A quality control inspection shall be performed for each time period of not less than one week's work but not to exceed two week's work. The quality control will be conducted with the Awarded Bidder's supervisor and a representative of Utility. The quality control inspection shall exist of the complete re-inspection of the equipment selected by Utility to compare the results shown on the report inspection sheets with those existing in the field. At least three (3) pieces of Utility equipment will be selected for each quality control, by Utility.

All work shall be performed in strict accordance with the manufacturer's recommendations, referenced codes/standards, and this specification. Conflicts shall be brought to the attention of the Owner's representative for resolution. Adjustments to the specification must be in writing and signed by both the Awarded Bidder and owner.

Abnormal conditions in structures, supports, equipment, etc. (i.e. severe corrosion, cracks, leaks, etc.) shall be identified and reported to the Owner's representative. Required repairs shall be performed prior to coating operations.

Chemically stripping of transformer radiator tubes to bare metal may be specified by the Utility to remove any rust on the backside of the radiator tubes or which has crept underneath the paint film. Flow coating all of the tube surfaces is the only acceptable method for coating 100% of the radiator tubes. Flow coating may be used on other surfaces according to manufacturer's recommendations or at the Utility's request. Special precautions must be used to prevent overspray onto other surfaces.

Awarded Bidder shall protect his work at all times and shall also protect surrounding structures and equipment by suitable covering or other methods. Any paint deposited or over-sprayed on equipment not being coated shall be removed immediately.

Awarded Bidder shall, upon completion of the work, remove from the premises all unused abrasives, coating materials, and rubbish, and shall leave his part of the work area in a clean, orderly condition.

Awarded Bidder will have sole responsibility for the storage and security of tools, equipment and materials on site.

5.4 INSURANCE

The Awarded Bidder shall, at its own expense, procure and maintain until final acceptance of the work, with insurers acceptable to the FMPA terms and conditions, the types and amounts of insurance conforming to the minimum requirements set forth herein. The Awarded Bidder shall not commence work until the required insurance is in force and evidence of insurance acceptable to the FMPA terms and conditions has been provided to and approved by the participants of this bid. With respect to the Workers' Compensation Insurance, General Liability Insurance, and Automobile Liability Insurance, an appropriate Certificate of Insurance (which verifies inclusion of the participating utilities as an Additional Insured in the General Liability coverage, and includes a thirty (30) day written notice of cancellation to each Owner for all coverage's) shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, Awarded Bidder shall provide Owners with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration of termination of such insurance.

The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, the Longshoremen's and Harbor Workers' Compensations Act or any other coverages required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for those coverage's required by the contract documents, which are customarily insured under Part Two of the standard, Workers' Compensation Policy shall be:

\$ 500,000	(Each Accident)
\$1,000,000	(Disease-Policy Limit)
\$ 500,000	(Disease-Ea. Employee)

Commercial General Liability - The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with the following minimum limits:

General Aggregate	\$Three Times The Each Occurrence Limit
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$ 500,000
Each Occurrence	\$ 500,000
Fire Damage (any one fire)	\$ Nil
Medical Expense (any one person)	\$ Nil

Contractor shall require that its insurer name each FMPA Member (and if required, the Engineer) as Additional Insured on the Contractors Commercial General Liability Policy (inclusive of amounts provided by an Umbrella or excess policy).

Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$ 500,000
Annual Aggregate (if Applicable)	\$ Two Times the Each Occurrence Limit

The insurance provided by the Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the FMPA Members shall be excess of and shall not contribute with the insurance provided by the Contractor. Except as otherwise specified, no deductible or self-insured retention is permitted.

Compliance with these insurance requirements shall not limit the liability of the Contractor. Any remedy provided to the FMPA Members by the insurance provided by the FMPA Members shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnity of the Contractor) available to the FMPA Members under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by this Contract.

5.5 INSURANCE (specific to Keys Energy Services)

The Awarded Bidder shall, at its own expense, procure and maintain until final acceptance of the work, with insurers acceptable to the FMPA terms and conditions, the types and amounts of insurance conforming to the minimum requirements set forth herein. The Awarded Bidder shall not commence work until the required insurance is in force and evidence of insurance acceptable to the FMPA terms and conditions has been provided to and approved by the participants of this bid. With respect to the Workers' Compensation Insurance, General Liability Insurance, and Automobile Liability Insurance, an appropriate Certificate of Insurance (which verifies inclusion of the participating utilities as an Additional Insured in the General Liability coverage, and includes a thirty (30) day written notice of cancellation to each Owner for all coverage's) shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, Awarded Bidder shall provide Owners with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration of termination of such insurance.

The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, the Longshoremen's and Harbor Workers' Compensations Act or any other coverages required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for those coverage's required by the contract documents, which are customarily insured under Part Two of the standard, Workers' Compensation Policy shall be:

\$1,000,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$1,000,000.00	(Disease-Ea. Employee)

Commercial General Liability - The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with the following minimum limits:

General Aggregate	\$2,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$ Nil
Medical Expense (any one person)	\$ Nil

Contractor shall require that its insurer name each FMPA Member (and if required, the Engineer) as Additional Insured on the Contractors Commercial General Liability Policy (inclusive of amounts provided by an Umbrella or excess policy).

Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00
Annual Aggregate (if Applicable)	\$1,000,000.00

The insurance provided by the Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the FMPA Members shall be excess of and shall not contribute with the insurance provided by the Contractor. Except as otherwise specified, no deductible or self-insured retention is permitted.

Compliance with these insurance requirements shall not limit the liability of the Contractor. Any remedy provided to the FMPA Members by the insurance provided by the FMPA Members shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnity of the Contractor) available to the FMPA Members under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by this Contract.

6.0 SAFETY AND ENVIRONMENTAL REQUIREMENTS

All of the work shall be in compliance with and conform to the requirements of the National Electrical Safety Code (ANSI C2 1993, or latest edition); OSHA, EPA, DOT, and any other applicable safety standards. The Awarded Bidder will be required to furnish any and all safety equipment that may be required to accomplish the work. Awarded Bidder shall furnish documentation showing compliance with all regulations and codes pertaining to the work to be performed.

A flagging ribbon will be used in residential areas to keep children and the curious at a safe distance from the work site.

Awarded Bidder will provide a site Health and Safety plan covering safe work practices, hazard communication, respirator standard, scaffolding, personal protective equipment, chemical stripping process, spill containment, emergency procedures and the storage requirements for raw materials and stripped materials upon request.

MSDS for all materials to be used will be available upon request.

Awarded Bidder will provide documentation showing qualification/certification for working with hazardous materials, such as chemical stripping and lead removal, upon request.

Awarded Bidder will comply with all Federal, State, and local safety regulations. All personnel working in energized or partially energized substations will be familiar and comply with the latest applicable OSHA standards 29 CFR 1910 and 1926, as well.

Awarded Bidder will comply with the latest revision of OSHA Interim Rule for Lead in Construction 29 CFR 1926.62 and EPA Title X regarding the protection of personnel and environment, training, and certification requirements.

Awarded Bidder shall collect and contain all hazardous waste such as spent abrasives; stripping, cleaning and rinsing liquids in DOT-approved drums. No waste shall contact the ground. The customer shall be responsible for disposal of the hazardous materials only.

7.0 INSPECTION AND INVENTORY REQUIREMENTS

7.1 Definitions for Padmount Transformer Inspection

- a. Reported Padmount Transformer (Visual Inspection): A reported padmount transformer is one which Utility requires information.

- b. Rejected Padmount Transformer: A rejected padmount transformer is any padmount transformer designated by Utility which, upon inspection, is found to be below the required standard as indicated by Utility.
- c. Priority Padmount Transformer: A padmount transformer that is in need of immediate attention and/or replacement.

7.2 Method of Inspection

Padmount Transformers shall be visually inspected externally and inside the enclosure. Required data shall be collected and reported. Padmount transformers failing visual inspection and considered unsafe shall be reported immediately.

7.3 Preparation

When work is to be done in close proximity to a home, the property owner should be notified of the inventory process. Brush will be trimmed/cut/removed from around the padmount transformers to allow for proper inspection unless permission is denied by property owner. If permission is denied, the padmount transformer will be externally inspected only and denial will be indicated in the remarks column on the inspection report.

All equipment outage requests must be submitted in writing two days before needed. No outages are guaranteed during peak loads or abnormal system conditions.

Work on weekdays between the hours of 8:00 a.m. and 4:30 p.m., with a thirty-minute lunch period, shall constitute a regular workday. No work shall be planned on utility scheduled holidays unless special arrangements have been made.

7.4 Visual Inspection Process

An internal and external visual inspection of all padmount transformers shall be performed. If the padmount transformer is obviously not suited for continual service due to serious defects, it shall be marked as a reject and reported immediately.

Person(s) conducting inspections must wear appropriate safety gear. Minimum requirements include a long-sleeve shirt with an HRC 2 rating, 13-oz. denim pants, EH rated hard hat, EH rated boots, safety glasses and electrical insulating gloves must be worn when opening an enclosure. Only one cabinet is to be open at any time. Open cabinets will not be left unattended for any reason. The inspection process is described below. Each Utility has the option to select which inspection items can be omitted.

- Remove cabinet lock and pentahead bolt
 - A socket wrench will be used to open the pentahead bolt. Check operation and serviceability the locking mechanisms (hasp, pentahead, etc.)
 - Replacement locks and pentahead bolts may be supplied by the utility or the contractor.
- Obtain nameplate data
 - kVA rating, secondary voltages, taps available, manufacturer name, year manufactured, impedance
- Visual inspection shall cover the following items:
 - Inspect integrity of enclosure (i.e. rust, evidence of mechanical damage)
 - Collect utility identifiers: utility ID number, picture, and GPS coordinates (with minimum six decimal places) obtained using a device capable of sub-meter accuracy.
 - Check internal connections for tightness

- Check condition of insulation on primary/secondary conductors and terminations
- Check for missing insulated bushing covers
- Check for oil leaks
- Check for integrity of ground connections
- Check for missing secondary insulating covers
- Check condition of barrier boards, secondary bushing supports
- Check for evidence of flashover
- Check for full or missing drip pan
- Remove foreign debris
- Check for animal activity
- Check for missing or blown lighting arresters
- Re-set faulted circuit indicators
- Identify pads that require re-leveling when more than 10° off or re-centered on pad
- Removal of rodent and ant/terminate nests via vacuum cleaner and application of rodenticide or insecticide
- Measure grounding resistance
- Perform infrared inspection using a FLIR E Series camera, either E50 or E60, or equivalent
- Take digital pictures of enclosure interior and exterior
- Install decals
 - Interior: label to indicate inspection date and other services, such as pesticide and herbicide use.
 - Exterior: hazard warning, utility ID, or other decals
- Locks will be replaced immediately after internal work is completed.

7.5 Restoration of Work Site

The Contractor shall leave the work areas clean and free of debris left from the work. The Contractor shall use proper drop cloths, masking and other measures to protect adjacent surfaces from accidental spraying, spattering or spilling. Adjacent surfaces that have been affected by the work shall be cleaned and all residues removed. The Contractor shall be responsible for, and shall correct and repair, any damage resulting from the work under this Contract.

7.5.1 Brush

Brush cutting and removal around padmount transformers will be the responsibility of the Awarded Bidder. The cutting, pruning, removal and disposal of shrubs shall be the responsibility of the Awarded Bidder. Grass and other debris will be removed from the immediate vicinity using a weed whacker.

7.5.2 Debris and Waste Disposal

No debris is to be left inside the padmounted enclosure. The Contractor shall contain, collect, and dispose of all materials in accordance with EPA regulations. Where applicable, documentation of hazardous waste disposal must be provided prior to payment.

Maintenance Repairs

Possible maintenance repair items are described below. Each Utility has the option to select which maintenance items can be omitted.

- Dig out pad/enclosure
- Trim excess vegetation to allow access to enclosure
- Repair hasp
- Replace bottom sill (to be furnished by Utility)
- Repair rust holes
- Re-work secondary or neutral connections
- Replace/install arrester
- Replace/install faulted circuit indicator
- Level transformer pad
- Re-center transformer over pad

7.7 Requirements for Cabinets with lead-based paint

Cabinets originally painted with lead-based paint may or may not be identified by utility records. A “swab” type lead test will be performed to determine if lead-based paint is present. Positive tests will be reported to the Utility and options will be addressed individually.

7.8 Inspection Reports (The following shall be furnished by the Awarded Bidder)

Inspection detailed reports shall be provided for all equipment inspected during the week by the crew. The reports shall be provided no more than two weeks after the work is performed. The reports should include but not limited to padmount transformer ID number, kVA rating, manufacturer, visual inspection results, maintenance items addressed and outstanding maintenance items identified. Reports shall be furnished to participating utilities in electronic format.

Specific to Keys Energy Services - The Contractor shall keep a log of tasks performed, problems, results, thicknesses, weather conditions, etc. on each unit, and submit in a Final Report before Final Payment will be made.

8.0 PAINTING REQUIREMENTS

8.1 General Requirements

A. Metal Surfaces: Bare metal surfaces shall be painted one prime coat, one body coat, and one finish coat unless otherwise required to obtain proper hiding and specific film thickness. Previously painted metal surfaces in good condition shall be painted one prime coat and one finish coat, except as otherwise specified.

B. Preparation of Surface for Painting: Before and during painting, all surfaces shall be dry and free of dirt, dust, sand, grit, mud, oil, grease, rust, loose mill scale, or other objectionable substances. Cleaning and painting shall be done in a manner that will prevent dust or other airborne particles from contaminating freshly painted surfaces. Oil or grease shall be removed with solvents before mechanical cleaning is started.

Clean cloths and clean fluids shall be used to avoid leaving a film of greasy residue on the surface being cleaned. Surfaces not intended to be painted shall be adequately protected from contamination, discoloration, or other damage resulting from cleaning or painting operations.

Where the existing coating is damaged or corrosion is evident, metal surfaces shall be power sanded or hand sanded to remove damaged paint or corrosion and expose clean bare metal.

Surfaces shall be free of cracks, pits, projections, or other imperfections that would prevent the formation of a smooth, unbroken paint film.

Oil leaks in radiator tubes or tanks will be repaired by the Utility. The Utility's representative is to be notified whenever leaking transformers are discovered prior to painting.

8.2 Paint Application

Surfaces to be painted shall be at a temperature not less than the minimum surface temperature recommended by the paint manufacturer. In no case shall paint be applied under any of the following conditions:

- When the surface temperature or air is below 40 F.
- When insects or windblown dust, dirt, or debris would adhere to the freshly applied paint.
- When atmospheric conditions are causing condensation on the surface.
- When exterior surfaces are wet or damp.

All painting materials shall be applied in accordance with the manufacturer's recommendations by competent and experienced painters.

The Contractor will remove all loose paint, rust scale and thoroughly clean all residue from the enclosure surfaces, apply one coat of Sherwin Williams Kromik metal Primer to all bare or clean metal surfaces, letting dry for 24 hours, then applying a second coat of Sherwin Williams Steel Master 9500 "Padmount Green" alkyd enamel paint. The Contractor shall take care not to "glue" the equipment doors shut with dried paint.

Paint shall be brushed-on, rolled-on or spray applied, except as otherwise specified or as otherwise acceptable to Beaches Energy Services. Application of paint shall continue without interruption to all surfaces between corners, seams, or other **surface** breaks. No laps will be permitted except at such surface breaks.

Care shall be taken at all times during spray application of paint to hold the spray nozzle perpendicular and sufficiently close to the surface being painted in order to avoid excessive loss of material into the air and evaporation of volatile paint solvents. Special precautions shall be taken to ensure that material loss into the air will not damage equipment, adjacent materials or property.

Spray application of paint shall be followed immediately with a paint brush applied along vertical and lower horizontal edges of steel members, abutting surfaces, edges of connections, and between and beneath bolt heads and nuts, to remove all surplus paint and to smooth out all runs. All sags in paint films shall be brushed out immediately. When paint is sprayed out-of-doors, every precaution shall be taken to prevent drifting or spreading of airborne material that might damage adjacent equipment, adjacent materials or property.

Paint systems applied under these specifications, whether brushed-on, rolled-on or spray applied, shall have a dry film thickness of not less than 4 mils or more than 6 mils. Each coat shall be applied to yield from 2 to 3 mils in dry film thickness, and the total dry film thickness for 2 coats shall be a minimum of 5 mils.

8.3 Paint Mixing and Thinning

Paint shall be thoroughly mixed each time each time any is withdrawn from the container. Paint containers shall be kept tightly closed at all times, except when paint is being withdrawn.

Paint shall not be thinned, except as recommended by the manufacturer of the paint.

8.4 Curing

All paint in any one paint coat shall be hard and dry through the entire paint film before the next coat is applied. In no case shall the elapsed time between the applications of successive coats of paint to any surface be less than that recommended by the paint manufacturer.

In order to insure that all the parts of the paint are dry when repainted, all paint shall be applied in a film of uniform thickness at all points. In no case shall paint be applied at a rate of coverage per gallon that is greater than the maximum rate recommended by the paint manufacturer.

8.5 Defects

Paint films which show sags, checks, blisters, teardrops, or fat edges will not be accepted and any final coat of paint which shows any of these defects shall be entirely removed from the member or unit involved and the surface repainted. If the defects occur in any of the undercoats, they shall be repainted to the satisfaction of the Owner before additional paint coats are applied.

8.6 Protection of Surfaces and Jobsite Cleanup

Throughout the work the contractor shall provide and use proper drop cloths, masking tapes, and other protective measures necessary to protect surfaces including oil or air pipe fittings, bushings, nameplates and connectors from accidental spraying, splattering, or spilling of paint, or spray, mists or vapors of material such as strippers. Surfaces that have been accidentally sprayed or splattered shall be thoroughly cleaned and all residues removed. The Contractor shall be responsible for, and shall correct and repair, any damaged condition resulting from his operations or from the operations of those who are responsible to the Contractor. Any paint deposited on surfaces that are not being painted at the time shall be immediately removed.

Any exposed concrete or masonry not specified to be painted which is damaged by paint shall be either removed and rebuilt; or, where so authorized by Beaches Energy Services, painted at the Contractor's expense with a complete paint system, as recommended by the paint manufacturer.

The Contractor shall leave all areas clean and free from rubbish and accumulated material left from his work.

8.2 Labeling

The Awarded Bidder will apply labels as specified and supplied by the Utility.

8.3 Standards

All work outlined in this specification shall comply with the latest revision of the following standards:

SSPC-SP 1	Steel Structures Painting Council, Surface Preparation Specification No. 1, Solvent Cleaning
SSPC SP 3	Steel Structures Painting Council, Surface Preparation Specification No. 3, Power Tool Cleaning
SSPC PA 2	Steel Structures Painting Council, Paint Application Specification No. 2, Measurement of Dry Paint Thickness with Magnetic Gauges
NACE RP0297-97	NACE International, Standard Recommended Practice, Maintenance Painting of Electrical Substation Apparatus Including Flow Coating of Transformer Radiators

8.7 WARRANTY

The Contractor warrants to Participating Member that the Material and Equipment to be furnished under the Contract shall be designed and fit for the purpose specified when operated in accordance with the Contractor's specific operating instructions or, in the absence thereof, in accordance with generally accepted operating practices; free from defects in material, workmanship, and title; shall meet all specifications, including those relating to performance, contained or incorporated by reference in the Contract; and that the technical direction of installation on Participating Members' premises when furnished by the Contractor shall be performed in a competent, diligent manner in accordance with generally accepted professional practices.

The foregoing warranties, except as to title, shall apply to defects or deficiencies occurring within a period of one (1) year from Final Acceptance provided the same is not unreasonably delayed by the Participating Member or others. If, however, during the above one (1) year warranty period the Equipment is not available for operation due to a failure to meet such warranties, such time of unavailability shall not be counted as part of the warranty period. The condition of any field tests shall be mutually agreed upon, and the Contractor shall be notified of and may be represented at all tests that may be made.

If the equipment and materials furnished hereunder does not meet the warranties specified above when it has normal and proper use and maintenance, the Participating Member shall promptly notify the Contractor and make the Equipment available for correction. The Contractor shall thereupon within a reasonable time correct all defects, including nonconformance with the Engineering Specifications, by either repairing or replacing any defective or damaged parts of the Equipment. The cost of Labor, Materials and Equipment components directly associated with such repair or replacement of the Equipment, including removal, loading and unloading, transportation to and from the repair site and reinstallation, shall be borne by the Contractor.

Any repaired or replacement part furnished under the foregoing warranty shall carry warranties on the same terms as set forth above for one (1) years from the date of its Final Acceptance. The Contractor shall obtain written warranties from its Subcontractors and suppliers of Materials, Labor and Equipment components where such warranties are obtainable and shall deliver the original warranties to by the Participating Member.

Neither the final payment, nor any other provision of the Contract, nor partial or entire use of the Material and Equipment by the Participating Member shall relieve the Contractor of liability with respect to the warranties referred to in the Contract or any other warranties, express or implied.

Contractor shall state length and conditions of warranty offered as well as the manufacturer's product replacement warranty against coating failures.

Examples of failures due to improper application include, insufficient DFT, improper surface cleanliness, improper surface preparation, incomplete coverage, failure to follow coating manufacturer's recommendations, failure to monitor environmental conditions during application, poor workmanship, etc.

Examples of coating related deficiencies include, premature chalking, insufficient cure, poor inter-coat adhesion, bleed-through rust, cracking, peeling, chipping, blistering, etc.

**PROPOSAL TO FURNISH AND DELIVER
TRANSFORMER PAINTING & INSPECTION SERVICES
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the service and materials specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached BF-2 and BF-3.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount: ____% for payment made within ____ days of delivery.

I agree to deliver to the designated place as appropriate as indicated on BF-2 and BF-3.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number	_____	Dated	_____
Number	_____	Dated	_____
Number	_____	Dated	_____

Respectfully submitted:

Company Name: _____

Signature: _____
(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

Description of Work	Price per unit
Visual Inspection	
Infrared Scan	
Picture	
GPS Data	
Correction of GPS/Map Location	
Affix Utility Label	
Ground Resistance Test	
Rodent/Ant Nest & Mound Removal	
<i>Fault Indicators</i>	
1) Install Fault Indicators - Clip on Style	
2) Install Fault Indicators, with external indicator	
3) Reset Fault Indicators	
Replace/Install Arrester	
<i>Rework Secondary Connections</i>	
1 - 2 Service Conductors	
2 - 4 Service Conductors	
> 5 Service Conductors	
Pentahead mechanism replaced	
Repair hasp	
Pentahead bolt replacement	
Replace cabinet Lock	
Repair broken or disc. ground wire bond	
<i>Excavate Cabinet</i>	
Small: Below 167 KVA	
Medium: 167 kva to 333 kva	
Large: 33 kva to 1500 kva	
Prune/cut/trim/remove shrubbery of brush	
Excessive Rust removal by grinding	
Washout Repair	

Application of Rodenticide/Insecticide		Price per unit
Size		
Small: Below 167 KVA		
Medium: 167 KVA to 333 KVA		
Large: 333 KVA to 1500 KVA		
Cabinet Leveling		
Size		Price per unit
Small: Below 167 KVA		
Medium: 167 KVA to 333 KVA		
Large: 333 KVA to 1500 KVA		
Cabinet Repair		
Replace Sill		
Cabinet Repair - repair/patch small holes		
Below 1/2" diameter		
Repair holes 1/2" to 3/4" diameter		

Comments:

Transportation Costs: cost per crew, including mileage and man-hours

(Please see Location Map on Page TC-14)

- Transportation from Bidder's Facility to Zone 1
- Transportation from Bidder's Facility to Zone 2
- Transportation from Bidder's Facility to Zone 3
- Transportation from Bidder's Facility to Zone 4
- Transportation from Bidder's Facility to Zone 5

Hourly Rate (if applicable) _____

Is there a minimum requirement for mobilization? _____

If yes, please provide requirement: _____

Painting Cabinet	
Size	Price per unit
Small: Below 167 KVA	
Medium: 167 KVA to 333 KVA	
Large: 333 KVA to 1500 KVA	

Transportation Costs: cost per crew, including mileage and man-hours

(Please see Location Map on Page TC-14)

- Transportation from Bidder's Facility to Zone 1 _____
- Transportation from Bidder's Facility to Zone 2 _____
- Transportation from Bidder's Facility to Zone 3 _____
- Transportation from Bidder's Facility to Zone 4 _____
- Transportation from Bidder's Facility to Zone 5 _____

Hourly Rate (if applicable) _____

Is there a minimum requirement for mobilization?

If yes, please provide requirement: _____

Note to Bidders: Bidders may elect to bid the Inspection Services only, the Painting Services Only, Or both services.

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 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.

Vendor's Signature

Date

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

STATEMENT OF NO BID

Sharon Samuels
Florida Municipal Power Agency
Joint Purchase Project
8553 Commodity Circle
Orlando, FL 32819

Reference: ITB# 2021-114

We, the undersigned, have declined to bid on your Invitation to Bid Number 2021-114 June 2021, Florida Municipal Power Agency Joint Purchase Project bid for Transformer Painting & Inspection Services - for the following reason(s):

- We do not offer this service/product.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of bidders of the Florida Municipal Power Agency Joint Purchase Project.

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

**TRANSFORMER PAINTING & INSPECTION SERVICES
AFFIDAVIT OF COMPLIANCE
FMPA Bid No. 2021-114**

_____ We DO NOT take exception to the Bid Specifications.

_____ We TAKE exception to the Bid Specifications as follows:

Company Name: _____

By: _____

(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____



Thanks for your interest in serving our Members.