



JOINT PURCHASE PROJECT

PURCHASE & DELIVERY

OF

WOOD POLES BID

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

NOTICE: Because purchases pursuant to this ITB may qualify for Federal Emergency Management Agency ("FEMA") financial assistance, this Invitation to Bid and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.



**FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

**BID FOR ANNUAL REQUIREMENT
FOR
PURCHASE & DELIVERY OF WOOD POLES**

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INVITATION TO BID

(This is not an order)

R
E Florida Municipal Power Agency
T TO: 8553 Commodity Circle
U Orlando, Florida 32819-9002
R Attn: Sharon Samuels
N Info via Internet e-mail: bidinfo@fmpa.com

ITB FMPA 2019-009

Date Issued: February 18, 2019

Telephone: (407) 355-7767

SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO BID OPENING AT 1:30 P.M. ON MARCH 21, 2019, 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 forms 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

**FEBRUARY 2019
FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT
BID FOR PURCHASE & DELIVERY OF WOOD POLES**

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 to 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

**FEBRUARY 2019
FLORIDA MUNICIPAL POWER AGENCY
BID FOR PURCHASE & DELIVERY OF WOOD POLES**

INVITATION TO BID FMPA 2019-009

Sealed bids will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819-9002 until 1:30 p.m., on March 21, 2019, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for the Purchase & Delivery of Wood Poles for the following FMPA Members:

City of Bushnell
City of Green Cove Springs
City of Leesburg
City of Newberry
City of Quincy
City of Wauchula
Ft. Pierce Utilities Authority
Kissimmee Utility Authority
Orlando Utilities Commission

Bid packages for this project may be obtained from FMPA's website at www.fmpa.com.

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 Purchase & Delivery of Wood Poles provided by companies who have established, through demonstrated expertise and experience that they are qualified to perform the Purchase & Delivery of Wood Poles 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. All bids must be firm for a period of 45 days after the date set for opening of 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 have executed a project procurement agreement with FMPA and are a Participating Member of the Project.

The Procurement Agreement between FMPA and the Project Participants provides for FMPA to administer 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 bulk 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 FMPA Participating Members.

City of Bushnell
City of Newberry
City of Quincy
Kissimmee Utility Authority
Orlando Utilities Commission

City of Green Cove Springs
City of Leesburg
City of Wauchula
Ft. Pierce Utilities Authority

This bid is for five (5) year(s) contract for the purchase and delivery of wood poles as listed.

2. PURCHASING MATERIALS

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 requesting bids for the specified services to be provided to the Participating Members. It is anticipated that Municipal Electrical Systems other than those Participating Members listed in paragraph above may wish to purchase the specified services. Therefore, the bidder(s) is requested to extend the quoted price to any municipal system. In that event, all of the applicable terms and conditions of this specification shall apply. 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 document. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

5. PRODUCTS/SERVICES

Products/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 QUANTITIES listed for each item on the Bid Form are the aggregate MINIMUM ANNUAL ESTIMATED REQUIREMENTS; therefore, the estimated quantities are not guaranteed. Quantities are a good faith estimate and are based on projected usage but it is specifically understood and agreed: (1) that these quantities are approximate; (2) any increased quantities will be paid for at the contract price; (3) supplier shall not have any claim against the participating member(s) for quantities less than the estimated amounts; and, (4) participating member(s) shall purchase ALL their requirements from the contract awardee(s) only unless awardee is unable to meet all the terms and conditions specified (including delivery) or a bona fide condition of emergency exists.

- 6.1 Vendor shall include with the bid any standard packaging quantities and/or minimum order quantity. Unless otherwise indicated, FMPA shall assume a standard package size of one and a minimum order quantity of one.
- 6.2 Vendor shall indicate guaranteed delivery from receipt of purchase order for each type, size or class of item bid as applicable.
- 6.3 The Project Participating Member(s) reserves the right to reject in whole or in part, any or all materials which in its judgment is not as specified, reflects unsatisfactory workmanship or is damaged. In this event, payment shall be withheld corresponding to value of the rejected material until such the delivery is complete and accepted as contracted for.
- 6.4 Certain Participating Member(s) are of such a size that individual construction projects have significant impact on their overall purchases. For this reason historical information is often unreliable in predicting the future. These Special Participating Member(s) are not providing estimated quantities but are identifying the items they might purchase and are committing to all the other obligations (including the purchase commitments in this paragraph 5) included in this bid specification. An assumed quantity of one (1) will be used for evaluation purposes. For purposes of this bid, the following cities are considered Special Participating Member(s): NONE.

- 6.5 The Participating Members have provided good faith estimates of their needs for the coming year. These good faith estimates do not include certain items but the Participating Members desire to have bid prices for all normal items so that they can readily respond to unforeseen requirements. Even though no quantities are given for these units on the bid forms, bidders are requested to provide bids for these units. An assumed quantity of one (1) will be used in the evaluation of the bids.
- 6.6 Some Participating Members may desire that the awarded vendor stock some or all items that they have been awarded. Vendor stocking is optional and should be indicated on the optional bid form where applicable. Bidders should inform FMPA of all conditions surrounding the provision of stocking on the part of the vendor. Notification of all clarifications made by the Bidders, should be listed on page AOC-1 of the bid forms.
- 6.6.1 Each Participating Member desiring to have items stocked will provide a firm quantity for each item. The bidder, if awarded the stocked item, will be required to immediately purchase the quantity desired and have it available for immediate delivery to the Participating Member. The Participating Member shall be invoiced for any quantities when taken.
- 6.6.2 At the end of the initial term of this bid any quantity left in the Bidders warehouse shall be delivered to the Participating Member and an appropriately invoiced.
- 6.6.3 If a Participating Member desires more than the firm quantity stated for the item during the year, the pricing and delivery time shown on the "regular" bid form shall prevail.

7. EXTENSION OPTION

This bid may be extended on a year-to-year basis at the conclusion of the five-year term by mutual agreement between the Project Participating Member(s) 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. Bidder to complete pages DF-1 and AOC-2 and AOC-3 if applicable.
- 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 Each bidder shall submit with the bid complete manufacturer's description.
- 8.10 Any bid not having sufficient descriptive matter to describe accurately the equipment or materials proposed may be rejected as irregular. The descriptive matter submitted by the bidder will be retained by FMPA.
- 8.11 Verbal statements made by the Bidder at any time regarding quality, quantity, or arrangement of product/equipment 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

- 10.1 FMPA and the Participating Members reserve the right to reject any or all materials if in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damages.
- 10.2 If any product delivered does not meet applicable specifications or if the product will not produce the effect that the supplier represents to FMPA, the supplier shall pick up the product from the Participating Members at no expense to FMPA or the Participating Member.
- 10.3 Also, the supplier shall refund to the Participating Member any money, which has been paid for same. The supplier will be responsible for attorney fees in the event the supplier defaults and court action is required.
- 10.4 The Vendor guarantees that the product will be as specified and will be free from defects in design, workmanship, and materials. If within the guarantee period the product 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 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.

The Awarded Bidder shall:

- At its expense, obtain all required licenses and permits for operating a business in the state of Florida as well as any necessary surrounding counties.
- At its expense, obtain all necessary licenses and permits 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.
- Provide proof of Insurance
- Adhere to FMPA's Terms and Conditions, subsequent purchase order terms, Technical Specifications, and Bid Forms

12. ESCALATION/DE-ESCALATION

12.1 Bid prices shall remain firm for a periods quoted in this bid. At the end of five years and thereafter, bid prices may be adjusted up or down according to documented changes in the price of raw materials, labor, and transportation cost. It shall be the responsibility of the awarded bidder(s) to fully document the changes and satisfy the Participating Member(s) as to the amount of the change.

12.2 In the event an awarded bidder and the Participating Member(s) cannot agree on the amount of the change, the Participating Member(s) may elect to terminate the contract.

At the time the option to renew is to be exercised, the bid prices may be changed for the following reasons:

12.3 Manufacturer's production cost may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

12.4 Approved (Florida P.S.C.) freight rate changes may change the total bid prices.

12.5 Florida Department of Transportation monthly index shall be recognized and approved, when applicable.

12.6 All written requests for price increases must include a 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 manufacturer'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.

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 delivering all supplies to the point of delivery. All items to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended.
- 13.2 Bidders shall bid unit prices, delivered, F.O.B., which will apply to each Project Participating Member desiring the designated item. 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 No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer.
- 13.4 Give both unit price and extend and total. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items, unless specifically stated otherwise in these Terms and Conditions. Unless a bidder offers a discount on payment terms, it is understood that a minimum of 30 days will be required for payment, with time being computed from the latter of the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment discounts, if offered, shall be as requested by these Terms and Conditions and/or bid forms.
- 13.5 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. DELIVERY

All deliveries shall be made during Participating Member's normal delivery hours. It is the responsibility of the supplier to coordinate deliveries with the Participating Members.

In the event any equipment, material, or other items specified in this bid award are delivered to Participating Member or transported from a Participating Member or member's construction site or facility by motor vehicle, the Awarded Bidder, its sub-suppliers, and haulers shall comply with applicable Federal and State highway weight limitation laws and regulations. Failure to comply with such laws and regulations shall constitute a breach of this award.

16. RESERVED RIGHTS

16.1 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 "by zone" basis
- d) On a line item basis

16.2 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.

16.3 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.

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.

17. BID EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

17.1 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 material and/or equipment when delivered.

17.2 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.

17.3 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.

18. PERFORMANCE BOND/SURETY

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

19. FINAL CONTRACT

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

20. INVOICES

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

21. OTHER BASIS FOR AWARD

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

- Time of Delivery or Schedule
- Quality of workmanship or products offered
- Ability to adequately serve all participating utilities
- Capabilities to perform to the contractual requirements
- Willingness to treat FMPA Members as preferred customers

To be acceptable and eligible for evaluation, offers must contain all the requested information and shall be in sufficient form and detail to enable a comprehensive understanding and analysis.

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.

22. OPENING LOCATION

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

23. 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.

24. CLARIFICATION AND ADDENDA

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

25. 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
ATTN: Sharon Samuels

26. 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.

27. BID EXPENSES

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

28. 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.

29. RESERVED RIGHTS

- 29.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities, request the submission of clarifying information, 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) award the contract on a total order basis, by city, by individual zone, or on a line item basis.
- 29.2 FMPA reserves the right 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.
- 29.3 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 the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which will assure good faith performance.
- 29.4 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.

30. 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.

31. 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.

32. 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.

33. 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:

- 33.1 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.
- 33.2 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.
- 33.3 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.
- 33.4 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.
- 33.5 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.

34. INDEMNITY

After notification of award, the successful bidder shall indemnify and save harmless FMPA and its Participating 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, judgements, 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 therefor.

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

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and its Participating Members and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA 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.

35. WARRANTIES

The following Warranty terms may be in addition to or superseded by that which is set forth on the face of Participating Member's Purchase Order; whichever is in the best interest of the Participating Member.

a) Awarded Bidder warrants that all Goods and Services furnished under this bid award are: (1) to be free from defects in workmanship, material, manufacture, and design (where design is the bidder's responsibility); (2) comply with the requirements of this bid or purchase order and all applicable federal, state and local laws, rules, and regulations. (3) fit and sufficient for use intended by Participating Members to the extent such use is expressed in the terms of the purchase order. (4) free and clear of any lien, security interest, or other adverse claim against title; and (5) not infringe, including without limitation their sale or use alone or in combination, any US patents, trademarks, trade secrets, copyrights, or proprietary rights of any third party than due to the fault of action of FMPA and its Participating Members.

b) The foregoing warranties are to the exclusion of all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Participating Members.

c) Warranties shall be effective for the period of time either set forth on the face of the Purchase Order expressly or one (1) year from the date of acceptance of work or eighteen (18) months from delivery of service or completion of the services, as applicable, whichever occurs first.

Materials, or parts thereof, which fail to meet the warranties or other Contract guarantees or requirements may be rejected. However, if correction can be made through minor alternations or replacement of minor parts, and the Awarded bidder proceeds immediately to make required corrections, the goods shall not be rejected because of defects or deficiencies so corrected. Correction shall not extend performance time or prevent any claim for damages resulting from delay in performance or from any other cause. Use by the Participating Member of goods or any part thereof shall not constitute a waiver of the Participating Member rights under this Award agreement.

Any transportation costs associated with such repair or replacement shall also be borne by the Supplier. If it is impractical for the participating utility to wait for the Supplier, the participating utility may perform such actions at the Supplier's expense.

Awarded bidder shall indemnify Participating Member for all cost incurred as a result of such nonconformity.

36. DELAYS AND REMEDIES

If Awarded Bidder, its sub-suppliers or suppliers, does not meet performance schedules or maintain adequate progress, within the time specified regardless of reason, the Participating Member(s) may terminate Awarded Bidder's right to proceed with all or any part of the award and may complete the awarded purchase by whatever method the Participating Member(s) deems prudent, charging against Awarded Bidder (and its sureties, if any) any excess cost. However, if Awarded Bidder, within 7

calendar days from the beginning of any delay, notifies Participating Member(s) in writing of causes of delay, Awarded Bidder's right to proceed shall not be terminated when Participating Member(s) determines, in his or her sole judgment, delay is due to unforeseen causes beyond Awarded Bidder's control and without its fault, such as strikes, quarantines, embargoes, floods, or acts of God.

Even if a delay is excusable, Participating Member(s) may terminate the Awarded Bidder's right to proceed if termination would be in Participating Member(s) best interest. The Awarded Bidder's sole remedy for delays shall be an extension of time.

37. ISSUANCE OF PURCHASE ORDERS

The Participating Members of this collaborative effort shall have the authority to issue or release individual Purchase Orders (PO) against the Award in accordance with its terms, conditions and pricing. POs issued by Participating Member(s) will be considered as individual contracts against this Award. Administration and management of individual POs shall be the sole responsibility of the issuing utility. Administration and management of the PO includes assuring accuracy of the description, price, and quantity of items ordered, performance by the supplier to fulfill delivery commitments, receipts, accuracy of billing and payment, and resolution of claims and disputes. Once an award is made and releases are issued for products referencing a specific manufacturer and part number, the Awarded Bidder is required to ship what is requested and not ship a substitute product without the prior review and approval of the ordering Participating Member.

38. ACCEPTANCE OF SERVICES

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.

39. 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 Awarded Bidder 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.

40. TERMINATION FOR CONVENIENCE

Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Awarded Bidder for any Services performed under the Specifications of the Bid Package prior to the termination date.

41. CONTROL OF WORK AND SUBCONTRACTORS

Awarded bidder shall be solely responsible for all methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Awarded bidder shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

42. 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 FMFA, at the place such bids are to be received and at any time prior to the time announced for opening of bids.

43. 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.

44. 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.

45. DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Technical Specifications or Bid Forms, any 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 FMFA.

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

46. "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 these procedures. 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.

47. 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.

48. 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.

49. 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.

50. CANCELLATION

It is the intention of FMPA to purchase material from sources of supply that will give prompt and convenient shipment service. Any failure of the supplier to satisfy the requirements of FMPA 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.

51. ROYALTIES AND PATENTS

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment 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 therefor.

52. 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.

53. 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.

54. 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."

55. 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.

56. BID TABULATION

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may request same by enclosing a self-addressed, stamped envelope with their bid.

57. 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.

58. MANUFACTURERS

FMPA will accept bids for products manufactured by the "Approved Manufacturers" and items that are "Or Equal" to the items listed in the Technical Specification. Items bid must meet or exceed the technical and performance standards of the approved items. Bids submitted for products not approved or equal to approved manufactured item will be rejected.

59. FEMA REIMBURSEMENT

This is an acknowledgement that Federal Emergency Management Agency ("FEMA") financial assistance may be used to fund this agreement. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. However, the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to FMPA, Contractor, or any other party pertaining to any matter resulting from the contract. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

60. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction located in Leon County, Florida.

61. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

(c) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

62. CONTRACT HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

63. CLEAN AIR ACT

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

64. FEDERAL WATER POLLUTION CONTROL ACT

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

65. ACCESS TO RECORDS

(a) Contractor agrees to provide FMPA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

66. SUSPENSION AND DEBARMENT

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by (_____). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

67. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

68. PROCUREMENT OF RECOVERED MATERIALS

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

69. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

LOCATION OF FMPA MEMBERS

State of Florida



TECHNICAL SPECIFICATION

FMPPA TECHNICAL SPECIFICATION FA-WP-1
SPECIFICATIONS FOR WOOD POLES

1. SCOPE

These specifications are intended as a guide to cover the handling, preparation, and treatment of wood material used in power line construction.

2. APPLICABLE DOCUMENTS

The following standards and amendments in effect on the date of bid invitation shall be part of these specifications to the extent indicated herein.

- 2.1 Fed. Spec. TT-W-550, wood preservative; Chromated Copper Arsenate mixture (CCA).
- 2.2 Wood preservative; Chromated Copper Arsenate mixture; with oil emulsion additive (CCA-ET)
- 2.3 AWWPA Standards A2, A3, A4, A5, A7, A9, A10, C1, C2, C4, M2, P5 and P9, as applicable.
- 2.4 ANSI Standard 05.1-1979 - Wood pole dimensions.
- 2.5 Western Wood Preservers Institute: "Best Management Practices for the Use of Treated Wood in Aquatic Environments."

3. GENERAL

These specifications are intended to include all instructions necessary to guide the supplier in their work.

4. REQUIREMENTS

- 4.1 Poles shall be cut from live dense Southern yellow pine timber, species *Pinus Palustris* - *Echinata* - *Teada* - *Elliotti*.
- 4.2 Poles shall be classified regarding dimensions per 2.3 above. Where sweep occurs in only one direction, it shall meet the requirements of 2.3 above.
 - 4.2.1 Some Participating Members may require the sweep be limited to 1 in. in 10 ft. measured from butt to tip.

- 4.3 Poles 50 feet and shorter shall be free of short crooks and may have sweep in two planes, provided that a straight line connecting the center of the butt with the center of the top does not at any intermediate point pass outside the external surface of the pole.
- 4.4 Poles 55 feet and longer are acceptable if a straight line drawn between the surface at the butt and the top does not diverge from the surface at any intermediate point by more than one inch for each 10 feet of length between the butt and the point of measurement.
- 4.5 Poles shall be seasoned, roofed and bored prior to treatment.
- 4.6 Poles shall be burn branded in accordance with ANSI 05.1, with a birthmark showing length, class, month and year of treatment, type of pole and treatment, and the Participating Member utility initials. Said mark to be 10 feet above the butt for poles 50 feet and shorter, 12 feet up for 55 and 60 feet long. The butt of each pole shall be branded with its length and class, by metal plate affixed with two (2) nails.

5. SELECTION GUIDE

- 5.1 Poles shall be free of decay, rot, red heart, dead streaks, cracks, and bird holes. Blue sap resin and hollow pith centers in the tops or butts or in knots are allowable. All poles shall be free from nails, spikes and other metal.
- 5.2 Insect damage is permitted to the extent of circular holes less than one sixteenth ($1/16$) inch in diameter, not exceeding twelve in any four square inch area.
- 5.3 Any pole having a complete twist of grain in less than twenty feet of length shall be rejected.
- 5.4 Shakes: The top of poles shall be free from shakes before treatment. Shakes in the butt surface not over one (1) foot in depth and extended over not more than one quarter ($1/4$) of the circumference are permitted, provided they are at least one (1) inch distant from the edge of the butt. Shakes over one foot in depth or shakes extending over more than one quarter ($1/4$) of the circumference shall be permitted only when they fall inside a circle whose center is the pith center of the piece center of the piece and whose diameter is one-half ($1/2$) the diameter of the butt.
- 5.5 Checks: The top and side surfaces of the pole shall be free from injurious checks. Heart checks are permitted in the butt surface.

- 5.6 Scars: No pole shall have a turpentine face, a cat face or other form of scar located within two (2) feet of the ground line.

In other sections of the pole, scars which have been smoothly trimmed so as to remove all bark and all surrounding or overhanging wood not completely intergrown with the wood of the body of the pole, are permitted, provided that: (1) such trimming does not result in abrupt changes in the contour of the pole surface or have a depth of more than one (1) inch, except that where the diameter of the pole at the location of the scar is more than ten (10) inches, the depth may be one-tenth ($1/10$) of the diameter, and (2) that the circumference of the pole at any point two (2) feet below the ground line is not less than the circumference at the ground line.

- 5.7 Knots and holes: Ring knots shall be prohibited - Ring knots are four (4) or more knots, with a minimum diameter of one (1) inch, occurring in any four (4) inch section of the pole. The diameter of any single knot and the sum of knot diameter in any one (1) foot section shall not exceed the following limits: 4 knots and 10 inches. Knots over one (1) inch in diameter, showing discoloration or softness of fiber, indicating possible decay, shall be neatly gouged, to a depth of not more than one-fifth ($1/5$) of the diameter of the pole at the point where the knot is located to permit determination of the character and extent of decay. Sound wood shall not be unnecessarily removed. The gouging should be done in such a manner as to insure drainage of water from the hole when the pole is set. Where such gouging reveals the presence of rot in the heart wood, the pole shall be rejected. Knots under one (1) inch in diameter need not be gouged.

6. PREPARATION

6.1 Bark: Outer bark shall be completely removed from the surface of all poles. No patch of inner bark left on the pole surface shall be more than one quarter ($1/4$) of an inch wide or four (4) inches long. No two patches of inner bark of lesser dimensions shall be separated from each other by less than six (6) inches. Slivers or spots of inner bark of less dimensions shall not be considered in applying the requirement for minimum distance between patches.

6.2 Sawing and trimming: All knots shall be trimmed close. Complete overgrown knots, where the covering wood does not rise more than one (1) inch above the main surface of the pole, need not be trimmed. All poles shall be neatly sawed at the butt along a plane which shall not be out of square with the axis of the pole by more than two (2) inches per foot of butt diameter. Beveling at the edge of the sawn butt surface not over one-twelfth ($1/12$) of

the diameter in width (or an equivalent area, if unsymmetrically located) shall be permitted.

6.3 Framing: Most but not all of the Participating Member utilities will require framing. For those participating members requiring framing, the drilling pattern shall be pursuant to the framing specifications. The unit price bid for each indicated pole size and type, as requested by the Bid Form, shall be based on a drilled pole. All framing will be accomplished before poles are subjected to the treatment process.

7. TREATMENT

7.1 The treatment process for material purchased under these specifications shall be Chromated Copper Arsenate (CCA) aqueous solutions (type II) using the full-cell process. Retention of CCA shall be at least .6 pounds per cubic foot.

7.2 The retention of the oil shall be 1.0 pounds per cubic foot.

7.3 Water-base preservation solutions may undergo dilution during the treatment process. It is expected that periodic analyses of the solution will be made by the supplier and ingredients added as required to hold it to the proper composition.

7.4 The degree of retention shall be determined by assay of borings, and "retention by gauge" is not acceptable.

7.5 Penetration shall be determined in accordance with AWPA Standard U1.D and shall be minimum of 3.5 inches or 90% of sapwood.

8. CCA-ET POLES

Some Participating Members require the treatment process for material purchased under these specifications be Chromated Copper Arsenate (CCA) with oil emulsion additive (CCA-ET) - equivalent to Wolmanized ET poles. Poles shall be manufactured in accordance with requirements and recommendations of the edition in effect at the time of purchase of the following standards:

ANSI O5.1	Specifications and Dimensions for Wood Poles
AWPA P5	Standard for Water-borne Preservatives
AWPA P9	Standard for Solvents and Formulations for Organic Preservative Systems
AWPA C1	All Timber Products - Preservative Treatment by Pressure Processes

AWPA C4	Poles - Preservative Treatment by Pressure Processes
AWPA A7	Standard Wet Ashing Procedure for Preparing Wood for Chemical Analysis
AWPA A10	Standard Methods for Analysis of CCA Treating Solutions and CCA Treated Wood by Colorimetry
AWPA M1	Standard for the Purchase of Treated Wood Products
AWPA M2	Standard for the Inspection of Treated Timber Products

- 8.1 SPECIE: All poles shall be cut from live and sound Southern Pine.
- 8.2 DEFECTS: Poles shall be free from defects as specified in ANSI O5.1. No pole with any sign of deterioration shall be treated.
- 8.3 SEASONING: Poles shall be seasoned prior to treatment in accordance with ANSI O5.1 and AWPA M1 and AWPA C1. Only air drying of less than 40 days and kiln drying are permitted. Poles must be cool prior to treatment.
- 8.4 FRAMING: All poles shall be roofed and bored in accordance with Participating Member's requirements prior to treatment.
- 8.5 BRAND: Poles shall be burn branded in accordance with ANSI O5.1, and the Participating Member's initials placed below the brand. The brand shall be fully legible and applied in accordance with Participating Member's drawings.
- 8.6 SHAPE: All poles shall meet the requirements of ANSI O5.1 regarding shape. A sweep will be allowed in one plane and one direction only. The diameter of the pole at the butt shall not be more than one-fifth greater than the diameter at the ground line.
- 8.7 TREATMENT: Treatment shall be performed in accordance with AWPA C1 and AWPA C4--first with CCA, Type C Oxide formulation, then with a refined hydrocarbon oil emulsion--resulting in a pole equivalent to the Wolmanized ET pole.
- 8.8 PRESERVATIVE: All poles shall be treated with chromated copper arsenate, Type C which shall comply with AWPA P5. CCA, Type C water-borne preservatives used in treatment of these poles shall be of the oxide form and shall not use the constituents copper sulfate, sodium arsenate or pyroarsenate, potassium or sodium dichromate, or other constituents that will form water soluble electrolytes in utility poles.

- 8.9 RETENTION: The minimum retention per cubic foot of wood shall be 0.60 pounds in the zone 0.5 inch to 2.0 inches from the surface of the poles. The procedure shall be in accordance with the applicable sections of AWP A7, AWP A10 and AWP M2. The retention for the oil shall be 1.0 pounds per cubic foot in the zone 0.0 to 0.5 inches from the surface.
- 8.10 PENETRATION: Penetration shall be determined in accordance with AWP C1 and shall be a minimum of 3.5 inches or 90% in the sapwood. Penetration of the oil shall be 1.0 inch of the sapwood.
- 8.11 RETREATING: Poles which fail to meet the retention and penetration requirements of this specification may be retreated within the limitations specified in AWP C1.

9. INSPECTIONS

9.1 Each charge of poles shall be inspected for conformance to all aspects of this specifications and shall also be tested for penetration and retention of preservative according to AWP standards by an approved independent agency. Said agency will be designated by the bidder and any such inspections will be provided by the bidder and included in the bid price. If requested by Participating Member, poles shall bear both the untreated and treated insignia of the inspector to certify acceptance by the inspector.

The following agencies have been approved by the FMPA Members for inspecting poles:

A. W. Williams
P.O. Box 2107
Mobile, Alabama 36601

Bryan Inspection Agency, Inc.
Route 2, Box 1352
Ft. McCoy, Florida 32637

Timber Products Inspection, Inc.
844 South Blacklawn Road
P.O. Box 919
Conyers, Georgia 30207

9.2 The cost of making inspections and laboratory tests shall be paid by the supplier and the results of said tests, etc. shall be sent direct to the purchaser. Supplier shall furnish all necessary apparatus and other facilities for making the tests herein called for.

9.3 The Florida Municipal Power Agency and Participating Members reserve the right to make their own inspection of material at the treating plant prior to treatment, and treatment shall be made no more than 10 days later.

9.4 Should any pole fail the penetration/retention test, then the entire charge must be repeated. Or the supplier may elect to bore every pole so that only those failing are retreated.

9.5 The depth of a trimmed scar shall not exceed 2" on any pole, regardless.

10. TRACKING

For reference prior to initial installation, the manufacturer shall tag each pole on the butt with production time and location including data to identify the charge (batch).

11. BID AND DELIVERY

11.1 The bid form will list the quantity desired by length and class, type of treatment, delivery location, and any special requirements.

11.2 Bidders shall bid the unit price for each pole including inspection and treatment. In addition, bidders shall bid the delivery for a truckload of poles to each participating member.

11.3 The supplier shall deliver to the designated location by its own vehicles and place the poles on the member utility pole racks, using a crane or other suitable lifting device. Unloading poles by rolling them off trucks is an unacceptable method of unloading. The cost to be included in the bid price.

By submitting a bid on this requirement, the supplier and or his assignees agree to hold harmless the Participating Member(s) for any injuries, deaths, damages, or property losses that might occur as a result of the unloading and arranging of the poles supplied under this agreement.

11.4 Bidder shall provide each Participating Member 24 hours notice prior to delivery of wood poles.

12. REFERENCED SPECIFICATIONS

The following listed specifications, or the latest revision thereof, shall form a part of this specification, and shall govern except when in conflict with specifications contained in this document:

AGENCY	NO.	TITLE
American National Standards	05.1	Specifications and Institute (ANSI) Dimensions for Wood Poles.

American Wood Preservers Association (AWPA)	A-2	Analysis of Water-borne Preservatives and Fire-retardant Formulations.
	A-3	Standard Methods for determining Penetration of Preservatives.
	A-4	Sampling Wood Preservatives.
	A-5	Standard Methods for Analysis of Oil-Borne Preservatives
	A-7	Wet Ashing Procedure for Preparing Wood for Chemical Analysis.
	A-9	Analysis of Treated Wood and Treating Solutions by X-Ray Spectroscopy.
	A-10	Standard Methods of Analysis of CCA Treating Solutions and CCA Treated Wood by Colorimetry.
	C-1	All Timber Products Preservative Treatment by Pressure Processes.
	C-4	Poles-Preservative Treatment by Pressure Processes.
	M-1	Standard for the Purchase of Treated Wood Products
	M-2	Standard for Inspection of Treated Timber Products.
	M-3	Quality Control Procedures for Wood Preserving Plants.
	P-5	Standards for Water Borne Preservatives.
	P-9	Standards for Solvents.

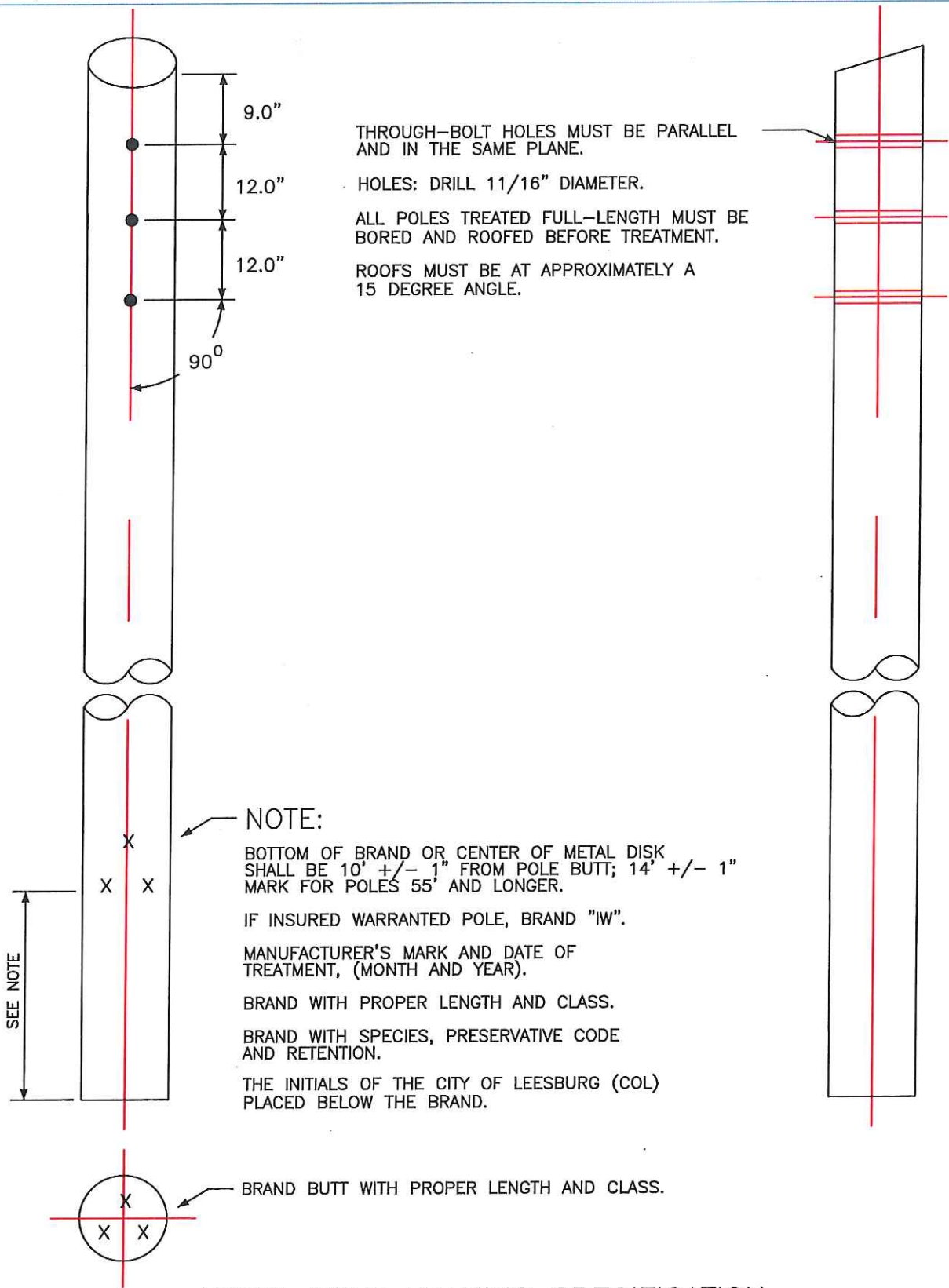
13. APPROVED MANUFACTURERS:

The following manufacturers are approved equals where exact equal products are available:

Ace Pole Co.
Koppers, Inc.
Langdale Forest Products Co.
Robbins Mfg.
Stallworth Timber
Thomasson Lumber

FRAMING SPECIFICATIONS

CITY OF LEESBURG



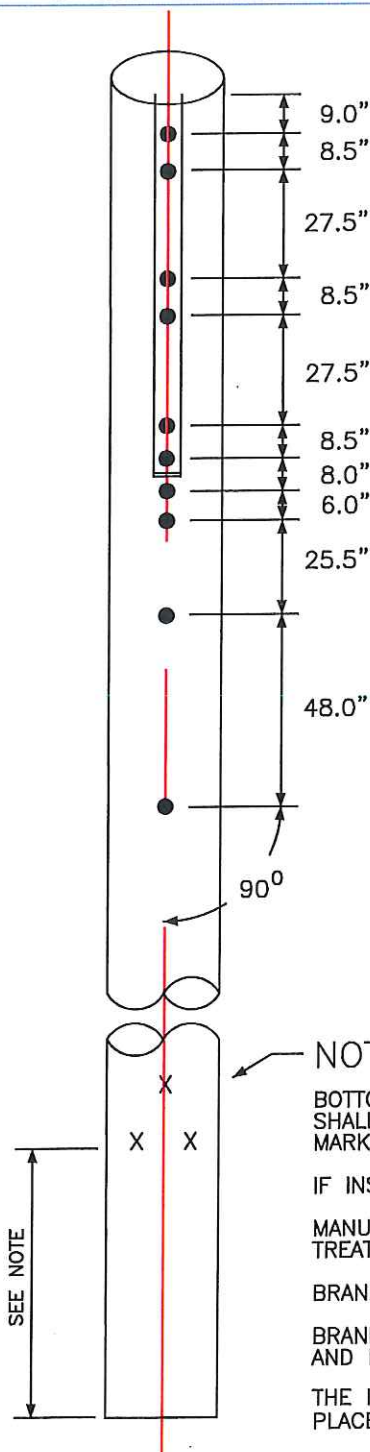
WOOD POLE FRAMING SPECIFICATION 30' AND 35' WOOD POLES

**ELECTRIC DISTRIBUTION
CONSTRUCTION ASSEMBLY**



PAGE NUMBER

02-204



THROUGH-BOLT HOLES MUST BE PARALLEL AND IN THE SAME PLANE.

HOLES: DRILL 13/16" DIAMETER.

ALL POLES TREATED FULL-LENGTH MUST BE BORED AND ROOFED BEFORE TREATMENT.

ROOFS MUST BE AT APPROXIMATELY A 15 DEGREE ANGLE.

GAIN TO BE CONTINUED 4" BELOW THE SIXTH HOLE FROM TOP.

NOTE:

BOTTOM OF BRAND OR CENTER OF METAL DISK SHALL BE 10' \pm 1" FROM POLE BUTT; 14' \pm 1" MARK FOR POLES 55' AND LONGER.

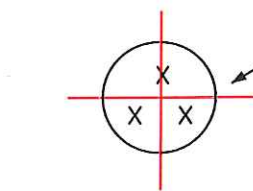
IF INSURED WARRANTED POLE, BRAND "IW".

MANUFACTURER'S MARK AND DATE OF TREATMENT, (MONTH AND YEAR).

BRAND WITH PROPER LENGTH AND CLASS.

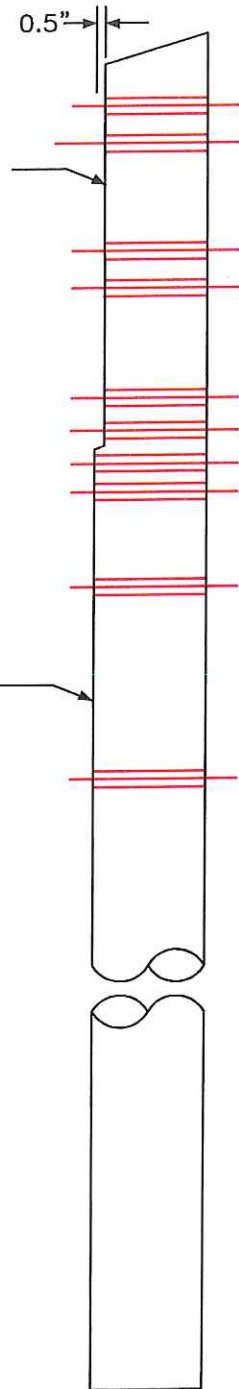
BRAND WITH SPECIES, PRESERVATIVE CODE AND RETENTION.

THE INITIALS OF THE CITY OF LEESBURG (COL) PLACED BELOW THE BRAND.



BRAND BUTT WITH PROPER LENGTH AND CLASS.

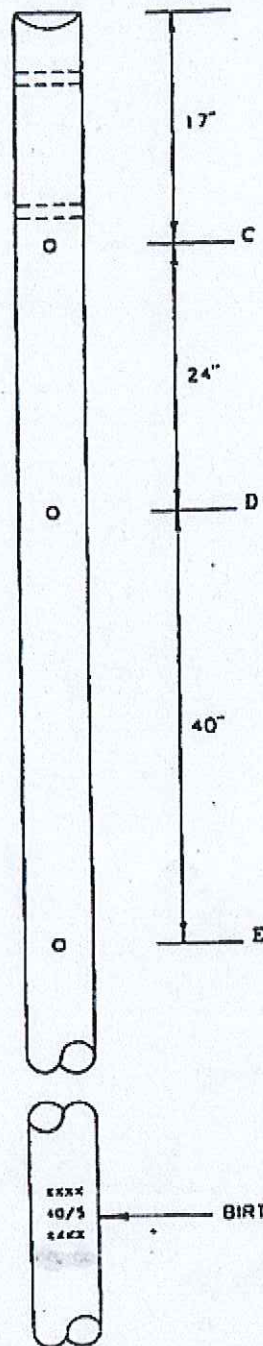
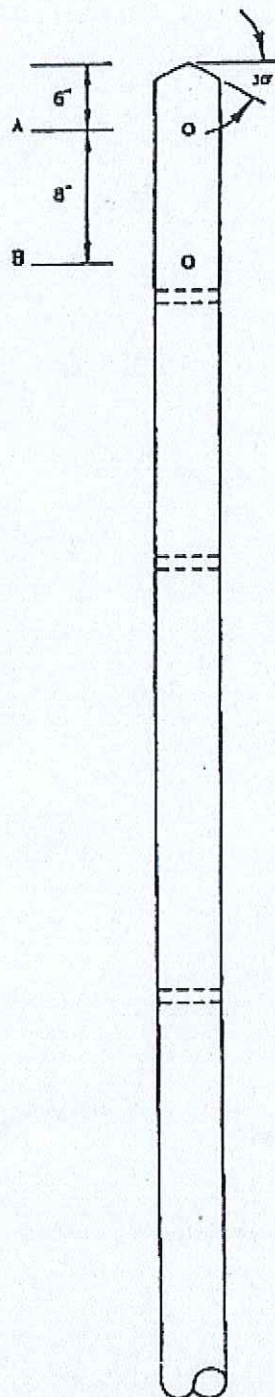
WOOD POLE FRAMING SPECIFICATION 40' AND ABOVE



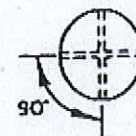
FMPA

FMFA Framing Specifications for Wood Poles

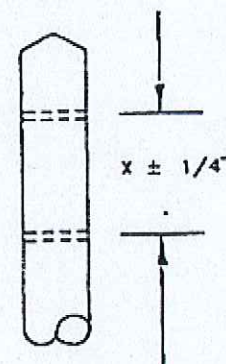
POLE HOLES LOCATIONS



HOLES REQUIRED					
POLE SIZE	A	B	C	D	E
30	.				
35	
40 & UP



DETAIL A



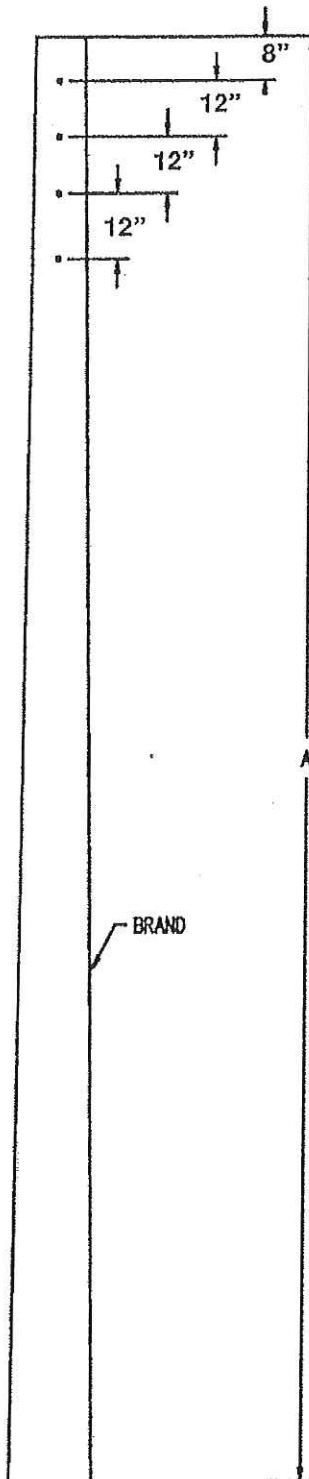
DETAIL B

XXXX
10/5
XXXX

BIRTHMARKS

ORLANDO UTILITIES COMMISSION

30'-0" & 35'-0" Wood Poles



Notes:

1. All holes to be drilled 1 1/16" dia and 90° to brand.
2. The brand will be placed at 10'-0" from the butt of the pole and the initials "OUC" will be placed below the brand.

Dimensions

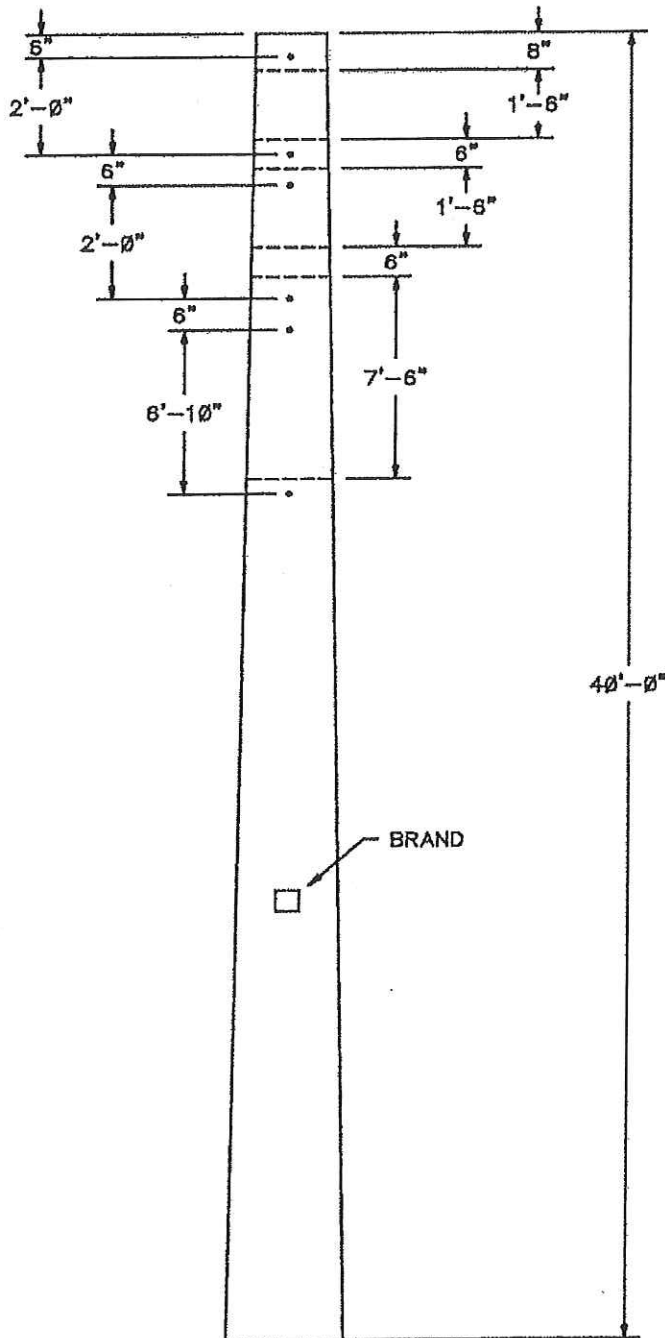
A	30'-0"	35'-0"				



CONSTRUCTION STANDARDS
OH & UG Distribution System
Orlando Utilities Commission

No.	Date	Revision	Ck.	Drawn by	Checked by	Approved by	Date
						<i>[Signature]</i>	11.12.90

40'-0" Wood Poles



Notes:

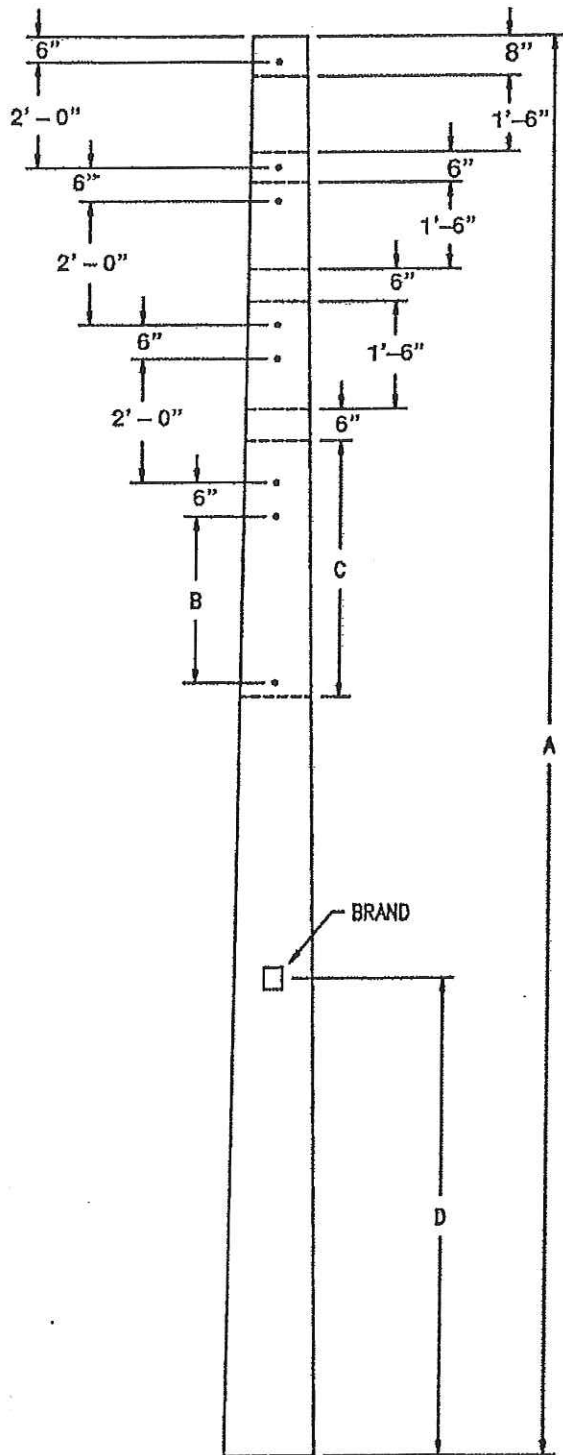
1. All holes to be drilled 1 1/16" dia.
2. The brand will be placed at 10'-0" from the butt of the pole and the initials "OUC" will be placed below the brand.



CONSTRUCTION STANDARDS
OH & UG Distribution System
Orlando Utilities Commission

No.	Date	Revision	Ck.	Drawn by	Checked by	Approved by	Date
						<i>[Signature]</i>	11.12.90

45'-0" Thru 70'-0" Wood Poles



Notes:

1. All holes to be drilled 1 1/16" Dia.
2. The brand will be placed at (see dimensions D) from the butt of the pole and the initials "OUC" will be placed below the brand.

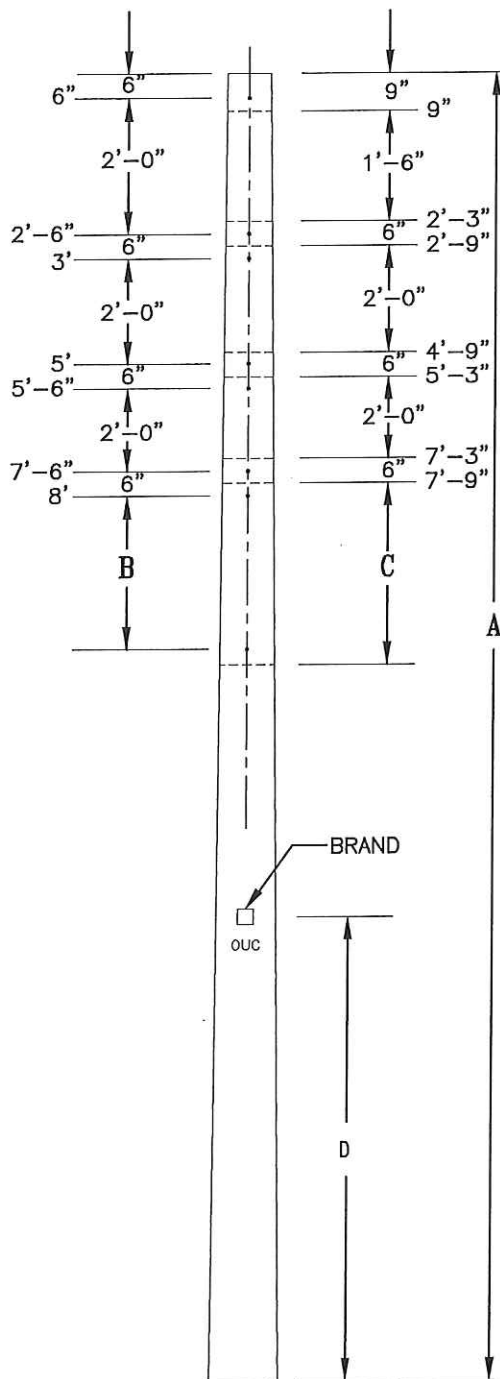
Dimensions

A	45'-0"	50'-0"	55'-0"	60'-0"	65'-0"	70'-0"
B	5'-6"	8'-0"	8'-0"	8'-0"	8'-0"	8'-0"
C	7'-0"	8'-0"	8'-0"	8'-0"	8'-0"	8'-0"
D	10'-0"	10'-0"	14'-0"	14'-0"	14'-0"	14'-0"



CONSTRUCTION STANDARDS
OH & UG Distribution System
Orlando Utilities Commission

No.	Date	Revision	Ck.	Drawn by	Checked by	Approved by	Date
						<i>[Signature]</i>	11.12.94



NOTES:

1. ALL HOLES TO BE DRILLED 11/16" DIA.
2. THE BRAND WILL BE PLACED AS INDICATED (SEE DIMENSIONS D) WITH THE INITIALS OUC BELOW THE BRAND.

DIMENSIONS

A	45'-0"	50'-0"	55'-0"	60'-0"	65'-0"	70'-0"
B	5'-6"	8'-0"	8'-0"	8'-0"	8'-0"	8'-0"
C	6'-0"	8'-6"	8'-6"	8'-6"	8'-6"	8'-6"
D	10'-0"	10'-0"	14'-0"	14'-0"	14'-0"	14'-0"

Engineer: MH
 Drawn: CG
 Checked: MH
 Approved: _____
 Date: 10-30-14

SUBJECT: OVERHEAD DISTRIBUTION
 DETAIL: 45'-0" THRU 70'-0" WOOD POLES
 DRILL HOLE PATTERN

NO.	DATE	REVISION
1		
2		
3		



Orlando Utilities
 Commission

**PROPOSAL TO FURNISH
PURCHASE & DELIVERY OF WOOD POLES
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 terms and conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheets.

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 within each zone as appropriate as indicated in my submittal on the attached Bid Forms.

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 _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

FMPA
PURCHASE & DELIVERY OF WOOD POLES - ITB# 2019-009
BID FORMS FOR CCA & CCA-ET POLES

FMPA #	Description Length & Class	Total Est. Qty. (CCA) and (CCA-ET)	Delivery Time ARO	Minimum Shipment Size	Unit Price for Pole, Treatment, & Inspection					
					Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Extended Price (Year 1 + Total Quantities)
100-01000	30 ft class 3	50								
100-01001	30 ft class 4	20								
100-01002	30 ft class 5	20								
100-01004	35 ft class 3	117								
100-01005	35 ft class 4	181								
100-01040	35 ft class 5 CCA-ET	273								
100-01008	40 ft class 3	140								
100-01031	40 ft class 2	115								
100-01009	40 ft class 4	20								
100-01011	45 ft class 2	1								
100-01012	45 ft class 3	110								
100-01041	45 ft class 3 CCA-ET	246								
100-01013	45 ft class 4	10								
100-01014	50 ft class 1	20								
100-01015	50 ft class 2	90								
100-01016	50 ft class 3	30								
100-01018	55 ft class 2	21								
100-01019	55 ft class 3	10								
100-01021	60 ft class 2	15								
100-01022	60 ft class 3	2								
100-01023	65 ft class 2	8								
100-01024	65 ft class 3	1								
TOTALS										

Per Technical Specification number 4.2 - Some Participating Members may require the sweep be limited to 1 in. in 10 ft. measured from butt to tip. If there is an extra cost to provide poles with this sweep, please provide the adder cost per pole here:

FMPA
PURCHASE & DELIVERY OF WOOD POLES - ITB# 2019-009
BID FORMS FOR CCA & CCA-ET POLES

Member Name	Delivery Charge Per Truckload for Each City
Bushnell, FL	
Ft. Pierce, FL	
Green Coves Springs, FL	
Leesburg, FL	
Kissimmee, FL	
Newberry, FL	
Orlando, FL	
Quincy, FL	
Wauchula, FL	

FMPA
PURCHASE & DELIVERY OF WOOD POLES - ITB# 2019-009
BID FORMS FOR CCA & CCA-ET POLES

FMPA #	Description Length & Class	# of Poles Per Truckload
100-01000	30 ft class 3	
100-01001	30 ft class 4	
100-01002	30 ft class 5	
100-01004	35 ft class 3	
100-01005	35 ft class 4	
100-01040	35 ft class 5 CCA-ET	
100-01008	40 ft class 3	
100-01031	40 ft class 2	
100-01009	40 ft class 4	
100-01011	45 ft class 2	
100-01012	45 ft class 3	
100-01041	45 ft class 3 CCA-ET	
100-01013	45 ft class 4	
100-01014	50 ft class 1	
100-01015	50 ft class 2	
100-01016	50 ft class 3	
100-01018	55 ft class 2	
100-01019	55 ft class 3	
100-01021	60 ft class 2	
100-01022	60 ft class 3	
100-01023	65 ft class 2	
100-01024	65 ft class 3	

STOCKING OPTION

STOCKING OPTION

FMPA
PURCHASE & DELIVERY OF WOOD POLES - ITB# 2019-009
BID FORMS FOR CCA & CCA-ET POLES

FMPA #	Description Length & Class	Total Est. Qty. (CCA & CCA- ET)	Delivery Time ARO	Minimum Shipment Size	Unit Price for Pole, Treatment, & Inspection (held in stock for participants)	
					Unit Price	Extended Price
100-01005	35 ft class 4	15	IN STOCK			
100-01040	35 ft class 5 CCA-ET	68	IN STOCK			
100-01041	45 ft class 3 CCA-ET	61	IN STOCK			
100-01015	50 ft class 2	22	IN STOCK			
100-01018	55 ft class 2	5	IN STOCK			
100-01021	60 ft class 2	3	IN STOCK			
100-01023	65 ft class 2	3	IN STOCK			
100-01024	65 ft class 3	1	IN STOCK			
100-01031	40 ft class 2	10	IN STOCK			
TOTALS						

STOCKING OPTION

ABF - 1

STOCKING OPTION

FMPA
PURCHASE & DELIVERY OF WOOD POLES - ITB# 2019-009
ADDITIONAL INFORMATION REQUIRED

EMERGENCY CHARGE: Is there an additional charge for less than normal delivery time?"

Yes () No () If Yes, How much _____

INDEPENDENT TESTING COMPANY: List the independent testing company(s), which visit your site(s) to perform testing for one of your contracts. Provide the name, address, contact person, and phone number.

STORM STOCK: Bidder shall discuss its ability to maintain storm stock as required by requesting utilities. An example of storm stock is a Participant's request for the Bidder to maintain 100 each of 3 different sizes of poles from June 1st to November 30th each year.

ABILITY TO UNLOAD AT JOBSITE: If requested, what is Bidder's ability to delivery and unload poles at a jobsite.

WILLINGNESS TO TREAT FMPA MEMBERS AS A PREFERRED CUSTOMER

One of the goals of the Award that results from this ITB will be the identification of an offeror(s) that will treat FMPA utilities collectively as a preferred customer. Being treated as a preferred customer means that FMPA Members will receive pricing and terms at least equal to that provided to customers with similar volume requirements and long term agreement.

In response, please specifically address how your company intends to treat FMPA participating utilities as preferred customers.

**FMPA
PURCHASE & DELIVERY OF WOOD POLES - ITB# 2019-009
FRAMING MATRIX**

Member Name	Framing Requirements for Each Utility
City of Bushnell	FMPA Specs
City of Green Coves Springs	1-11/16 hole 6" from top of pole
City of Leesburg	Leesburg Specs
City of Newberry	No Framing/Drilling
City of Quincy	FMPA Specs
City of Wauchula	No Framing/Drilling
Ft. Pierce Utilities Authority	FMPA Specs
Kissimmee Utility Authority	No Framing/Drilling
Orlando Utilities Comm.	OUC Specs

Framing Drawings are included in the Framing Specifications section of this bid document.

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

General Manager
Florida Municipal Power Agency
Joint Purchase Project
8553 Commodity Circle
Orlando, FL 32819

We, the undersigned, have declined to bid on your Invitation to Bid, Florida Municipal Power Agency Joint Purchase Project Bid for Annual Requirement for THE PURCHASE & DELIVERY OF WOOD POLES for the following reasons:

- ☐ 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: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

AFFIDAVIT OF COMPLIANCE
FMPA ITB # 2019-009

_____ 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: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

Minority Business Status: Yes ☐ No ☐ If yes, please indicate type and certificate # below

Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 59 through 69 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

FMPA - JOINT PURCHASE PROJECT
PURCHASE AND DELIVERY OF WOOD POLES
APPENDIX

FMPA #	Description	BSH	GCS	LBG	KUA	NBY	OUC	FTP	WCH	QCY
100-01000	30 ft class 3		10		25	15				
100-01001	30 ft class 4	20								
100-01002	30 ft class 5	20								
100-01004	35 ft class 3	20	7		30				30	30
100-01005	35 ft class 4	10		75				96		
100-01040	35 ft class 5 CCA-ET						273			
100-01008	40 ft class 3	20			40				30	50
100-01009	40 ft class 4	10				10				
100-01011	45 ft class 2			1						
100-01012	45 ft class 3				40	10			10	50
100-01041	45 ft class 3 CCA-ET						246			
100-01013	45 ft class 4	10								
100-01014	50 ft class 1	20								
100-01015	50 ft class 2		2				87	1		
100-01016	50 ft class 3				30					
100-01018	55 ft class 2		1				20			
100-01019	55 ft class 3				10					
100-01021	60 ft class 2						12	3		
100-01022	60 ft class 3				2					
100-01023	65 ft class 2			5			3			
100-01024	65 ft class 3						1			
100-01031	40 ft class 2		11	15				89		



Thanks for your interest in serving our Members.