



**JOINT PURCHASE PROJECT  
SPECIFICATION  
FOR THE  
SUBSTATION PAINTING  
SERVICES**

**Florida Municipal Power Agency**  
8553 Commodity Circle  
Orlando, Florida 32819-9002  
(407) 355-7767  
[www.fmpa.com](http://www.fmpa.com)



## FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT

BID FOR ANNUAL REQUIREMENT  
FOR  
SUBSTATION PAINTING SERVICES

### TABLE OF CONTENTS

	<u>Pages</u>
Table of Contents	i
Invitation to Bid	ii
Advertisement	iii
Terms and Conditions	TC-1 - TC-14
Technical Specification	
Substation Equipment Painting	SPS-1 – SPS - 12
Bid Forms	BF-1 - BF-3
Drug Free Workplace Compliance Form	DF-1
Statement of No Bid	SONB-1
Affidavit of Compliance	AOC-1

# INVITATION TO BID

(This is not an order)

R		ITB FMPA 2021-115
E	Florida Municipal Power Agency	
T	TO: 8553 Commodity Circle	Date Issued: June 30, 2021
U	Orlando, Florida 32819-9002	
R	Attn: Sharon Samuels	Telephone: (407) 355-7767
N	Info via Internet e-mail: bidinfo@fmpa.com	

SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO BID OPENING AT 9:30 A.M. ON July 28, 2021, WHICH WILL BE IN THE FMPA BOARD ROOM LOCATED IN THE FMPA ADMINISTRATION BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

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

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## DESCRIPTION

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**JUNE 2021  
FLORIDA MUNICIPAL POWER AGENCY  
JOINT PURCHASE PROJECT  
BID FOR SUBSTATION PAINTING SERVICES**

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

**PLACE OF DELIVERY: FOB DESTINATION**

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

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

## **ADVERTISEMENT**

Proposal For

**JUNE 2021**

### **FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT BID FOR PROVISION OF SUBSTATION PAINTING SERVICES**

#### **INVITATION TO BID FMPA 2021-115**

Sealed bids will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819-9002 until 9:30 a.m., on July 28, 2021, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for the Substation Painting Services for the following FMPA Members:

City of Bartow  
Ft. Pierce Utilities Authority  
Keys Energy Services

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

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

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

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Jacob Williams  
General Manager  
Florida Municipal Power Agency

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

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

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

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

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

**1. OVERVIEW**

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

City of Bartow  
Ft. Pierce Utilities Authority  
Keys Energy Services

This bid is for the joint estimated annual requirement of Substation Painting Services as listed.

**2. PURCHASING SERVICES**

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

**3. PARTICIPATING MEMBERS**

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

**4. FMPA'S RESPONSIBILITY**

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

**5. SERVICES**

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

**6. QUANTITIES**

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

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

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

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

**7. EXTENSION OPTION**

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

**8. BID FORMS, VARIANCES, ALTERNATES, AND COMPLETENESS**

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

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

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

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

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

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

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

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

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

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

**9. VARIANCE WITH APPLICABLE LAW**

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

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

**10. QUALITY TERMS/GUARANTY**

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

**11. BIDDER RESPONSIBILITY**

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

**12. ESCALATION/DE-ESCALATION**

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

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

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

**13. PRICES BID**

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



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

**14. HONORING PRICES**

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

**15. RESERVED RIGHTS**

15.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award that FMPA deems will best serve its Members interests; 4) recommend award to more than one bidder; and, 5) recommend award of the contract according to one of the following:

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

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

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

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

**16. BID EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS**

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

the bidder strictly accountable to FMPA specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the service.

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

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

**17. PERFORMANCE BOND/SURETY**

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

**18. FINAL CONTRACT**

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

**19. INVOICES**

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

**20. OTHER BASIS FOR AWARD**

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

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

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

**21. OPENING LOCATION**

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

**22. BID DELIVERY REQUIREMENTS**

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to FMPA for

receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to FMPA's office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

**23. CLARIFICATION AND ADDENDA**

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

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

**24. SEALED AND MARKED**

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

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

**25. LEGAL NAME**

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

**26. BID EXPENSES**

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

**27. IRREVOCABLE OFFER**

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

**28. THE RIGHT TO AUDIT**

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

**29. APPLICABLE LAWS**

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

**30. CODE OF ETHICS**

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

**31. COLLUSION**

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

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

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

- 31.3 No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 31.4 The only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
- 31.5 No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

**32. INDEMNITY**

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

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

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

**33. MODIFICATION OR WITHDRAWAL OF BID**

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

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

**34. ERRORS IN BIDS**

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

**35. NO BID**

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

**36. DESCRIPTIVE INFORMATION**

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

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

**37. "OR EQUAL" INTERPRETATION**

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

**38. USE OF TRADE NAMES**

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

**39. AUTHORIZED PRODUCT REPRESENTATION**

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

**40. REGULATIONS**

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

**41. CANCELLATION**

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

**42. ROYALTIES AND PATENTS**

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

**43. TAXES**

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

**44. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

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

**45. PUBLIC ENTITY CRIMES**

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

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**46. DRUG-FREE WORKPLACE**

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

**47. BID TABULATION**

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

**48. BUDGETARY CONSTRAINTS**

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

**49. SERVICES WARRANTIES**

**49.1 WARRANTY OF SERVICES**

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



49.2 Remedy

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

**50. INSPECTION AND ACCEPTANCE OF SERVICES**

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

**51. TERMINATION FOR DEFAULT**

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

**52. LIQUIDATED DAMAGES**

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

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

- 52.2 Awarded bidder understands and agrees that said daily sum is to be paid not as a penalty but as compensation to the Participating Member for fixed and reasonable liquidated damages due to losses that Participating Member will suffer because of such default, whether through increased administrative and engineering cost, interference with Participating Member's normal operation, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.
- 52.3 Liquidated damages may, at Participating Member's sole discretion, be deducted from any monies held by Participating Member that are otherwise payable to Awarded bidder.
- 52.4 Awarded bidder's payment of liquidated damages shall in no way relieve the Awarded bidder of any other obligations under this agreement, a Participant Contract or Purchase Order.

# LOCATION OF FMPA MEMBERS

## State of Florida



# TECHNICAL SPECIFICATION

**FMPA SUBSTATION EQUIPMENT PAINTING**  
**SERVICES TECHNICAL SPECIFICATION**

**1.0 SCOPE**

**2.0 CONTRACT DEFINITIONS**

**3.0 APPLICABLE LICENSES, BONDING, INSURANCE AND MINIMUM QUALIFICATIONS**

**4.0 RESPONSIBILITIES OF THE AWARDED BIDDER**

**5.0 GENERAL REQUIREMENTS**

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

**6.0 SAFETY AND ENVIRONMENTAL REQUIREMENTS**

**7.0 INSPECTION REQUIREMENTS FOR LEAD BASED PAINT**

Procedure for Cabinets w/ Lead Based Paint

**8.0 PAINTING REQUIREMENTS**

- 8.1 General Requirements
- 8.2 Standards
- 8.3 Materials
- 8.4 Coating Specifications
- 8.5 Requirements Specific to Keys Energy Services
- 8.6 Warranty

**FMPA SUBSTATION EQUIPMENT PAINTING**  
**SERVICES TECHNICAL SPECIFICATION**

**1.0 SCOPE**

This specification sets forth minimum requirements, duties, responsibilities and expected performance of a firm (Awarded Bidder) for painting of electrical substation equipment. This specification addresses the requirements for the application of protective coatings on the exterior steel surfaces of power transformers, breakers and regulators. The purpose of this coating work is to encapsulate lead paint on transformer, breaker or regulator housings and to encapsulate or remove lead paint from the transformer radiators. The transformers, breakers and regulators shall also be referred to as power equipment in this specification. This equipment is located in high voltage substations operating at voltages up to 230,000 volts. All bidders must have experience painting inside an electrical substation. Contractor shall provide their own supervision and grounding as needed. Contractor shall furnish labor, supervision, insurance, transportation, tools and equipment, fresh paint and cleaning materials as required to refinish substation equipment.

**2.0 DEFINITIONS**

Owner: FMPA Member (City/Utility Company)

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

**3.0 APPLICABLE LICENSES, BONDING, INSURANCE AND MINIMUM QUALIFICATIONS**

The Awarded Bidder shall:

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

**INDEMNIFICATION BY CONTRACTOR**

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

## **4.0 RESPONSIBILITIES OF THE AWARDED BIDDER**

The Awarded Bidder shall:

- Supply all supervision, labor, tools, equipment, transportation and material to perform the following tasks as detailed by the requirements of this specification. The Awarded Bidder's task are as follows:
  - Paint cabinet exteriors as specified in section 7.0.
  -
- Be responsible for notifying property owners and the general public as to work being performed.
- Notify Utility immediately in the event that the Awarded Bidder unintentionally or accidentally causes an interruption or outage of Utility equipment and/or its customers.

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

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

## **5.0 GENERAL REQUIREMENTS**

### 5.1 Workmanship

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

### 5.2 Use of Qualified Personnel

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

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

### 5.3 Quality Control

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

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

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

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

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

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

Any damage occurring to the transformers, breakers or radiators while demobilizing equipment at the completion of the job shall be repaired as required, particularly after installation of the cooling fans.

#### 5.4 INSURANCE

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

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

##### Workers' Compensation/Employers' Liability

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

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



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

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

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

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

Business Auto Policy

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

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

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

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

5.5 INSURANCE (specific to Keys Energy Services)

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

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

Workers' Compensation/Employers' Liability

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

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

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

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

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

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

Business Auto Policy

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

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

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

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

## **6.0 SAFETY AND ENVIRONMENTAL REQUIREMENTS**

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

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

Awarded Bidder will provide upon request MSDS for all chemicals to be used.

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

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

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

The Contractor shall comply with all applicable Federal and State environmental regulations.

Awarded Bidder shall collect and contain all hazardous waste such as spent abrasives, stripping, cleaning and rinsing liquids in DOT approved drums. No hazardous waste shall contact the ground. The Contractor shall be responsible for collection, containment and disposal of the hazardous materials in accordance with EPA regulations. Documentation of hazardous waste disposal must be provided prior to payment.

## **7.0 INSPECTION REQUIREMENTS FOR LEAD BASED PAINT**

### Procedure for Cabinets with lead based paint

Equipment originally painted with lead-based paint may be identified by utility records. A “swab” type lead test will be performed to determine if lead-based paint is present. Positive tests will be reported to the Utility and options will be addressed individually.

## **8.0 PAINTING REQUIREMENTS**

### 8.1 General Requirements

Contractor shall provide all labor and equipment, including all materials as specified, required to accomplish this project.

Contractor shall take action to protect any equipment which may be damaged by the corrosion treatment process and/or application of protective coatings (e.g., equipment nameplates, insulators, arresters, pressure relief devices, gages, vents, valve stems, tap selector, concrete foundation, etc.) Surfaces not intended to be coated shall be masked off or removed.

Prep the surface per SSPC- SP1 by either solvent cleaning or high-pressure wash, followed by SSPC-SP2 hand tool and or SPC-SP3 mechanical tool cleaning, as necessary to remove all oil, dirt, glass, chalk, contaminants and corrosion from structures and equipment.

Spot prime, body coat and finish coat as required providing a long-lasting protective coating which will impede corrosion and present a smooth appearance.

## 8.2 Standards

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

SSPC-SP1	Steel Structures Painting Council, Surface Preparation Specification No. 1, Solvent Cleaning
SSPC-SP2	Steel Structures Painting Council, Surface Preparation Specification No. 2, Hand Tool Cleaning
SSPC-SP3	Steel Structures Painting Council, Surface Preparation Specification No. 3, Power Tool Cleaning
SSPC-PA2	Steel Structures Painting Council, Paint Application Specification No. 2, Measurement of Dry Paint Thickness with Magnetic Gauges
NACE RP0297-97	NACE International, Standard Recommended Practice, Maintenance Painting of Electrical Substation Apparatus Including Flow Coating of Transformer Radiators
ASTM-D 4414	American Society for Testing Materials, Standard Test Method for Measurement of Wet Film Thickness (WFT) by Notch Gages

## 8.3 Materials

The Contractor's use of high-performance coats and paints is necessary to ensure a satisfactory finish is attained every time. Specifications for materials to be used are prescribed below. The use of alternate materials is allowed only if agreed to by the Utility.

- Spot-prime coat: Sherwin Williams Macropoxy 920 pre prime applied at 1.5-2.0 wet mil thickness.
- Prime coat: Sherwin Williams Kem Kromik Metal Primer applied at 5.0 to 7.0 wet mil thickness.
- Finish coat: Sherwin Williams Acrolon Ultra applied at 3.5 to 5.0 wet mil thickness.
- Radiator flow coating
  - Prime Coat: Sherwin Williams Kromik Metal Primer applied at 1.0 to 2.0 wet mil thickness.
  - Finish Coat: Sherwin Williams Steel Master 9500 applied at 1.0 to 2.0 wet mil thickness.
- Caulk: Bostik's Chem-Calk 900 or Sika's Sikaflex-15LM.

## 8.4 COATING SPECIFICATIONS

### Surface Preparation

Surfaces not intended to be coated shall be masked off or removed. These include nameplates, insulators, arresters, pressure relief devices, gauges, vents, valve stems, tap selector, concrete foundation, etc. Masking materials shall be suitable for the methods and materials used. Utility representative shall inspect and approve the masking before proceeding.

Before painting, all surfaces shall be dry and free of dirt, dust, sand, grit, mud, oil, grease, rust, loose mill scale, or other objectionable substance. Cleaning and painting shall be done in a manner, which will prevent dust, or other airborne particles from contaminating freshly painted surfaces. Areas of heavy oil or grease shall be washed with clean rags according to SSPC-SP1.

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

Surfaces shall be free of cracks, pits, projections, or other imperfections, which would prevent the formation of a smooth, unbroken paint film, in accordance with SSPC-SP3.

#### Transformer Fans

Prior to the work, transformer fans mounted on radiators will be removed by the Contractor, or prepared so that the operation of the fan will not be affected. If the fans are removed, the Contractor must reinstall the fans. Utility personnel will test run the fans before and after the coating operation.

Fan guards and motor housings shall be cleaned and coated as specified. Fan blades shall not be coated.

#### Cleaning

All metal surfaces shall be solvent or pressure washed, per SSPC-SP1, as required to remove all visible oil, grease, soil, and other soluble contaminants.

Where the existing coating is damaged or corrosion is evident, metal surfaces shall be power sanded or hand sanded to remove damaged paint or corrosion and expose clean bare metal per SSPC-SP2 and SSPC-SP3. All sanded metal will be spot primed within four hours of sanding.

#### Paint Application

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

Paint shall be flow coated or spray applied except as otherwise specified or as otherwise acceptable.

Application of paint shall continue without interruption to all surfaces between corners, seams, or other surface breaks. No laps will be permitted except at such surface breaks.

Primer, body coat, and finish coat for transformer radiator tubes shall be applied by the flow coat process. Flow coating radiator tubes shall be the only acceptable method of applying a thorough coating to all surfaces.

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

- When the surface temperature or air temperature is below 45° F.
- When atmospheric conditions are causing condensation on the surface, or air temperatures that are not 5 degrees higher than the dew point.
- When exterior surfaces are wet or damp.

### Mixing

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

### Thinning

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

### Curing

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

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

### Protection of Surfaces

Contractor shall provide and use proper drop cloths, masking tapes, and other protective measures necessary to protect surfaces, including grease fittings, electrical cords, motor shafts, nameplates, bushings, gauges, gaskets, etc., from accidental spraying, spattering, or spilling of paint, or spray. Surfaces that have been accidentally sprayed or spattered shall be thoroughly cleaned and all residues removed. Contractor shall be responsible for and shall correct and repair any damaged condition resulting from its operations. Any paint deposited on surfaces, which are not being painted at the time shall be immediately removed.

### Jobsite Cleanup

Contractor shall leave all areas clean and free from rubbish and accumulated material left from his work. The Contractor will be responsible for meeting all Environmental Protection Agency (EPA) requirements in regard to disposal of cleaning solutions, rinse waters, coatings, cans, and thinners which may alter the project's surrounding environment.

Contractor will remove all materials from the job site.

### Work Inspection Stops

Contractor shall stop after each phase of the painting process (spot priming, full prime and finish coat) for an inspection before proceeding to the next step. Wet mil readings will be measured and recorded at several locations to determine paint thickness. Any deficiencies in paint thickness will be corrected.

Coating films that show sags, checks, blisters, etc. are not acceptable. Any final coating exhibiting such defects shall be entirely removed and the surface recoated. If defects occur in any of the undercoats applied by the Contractor, they shall be repaired and approved by Utility before additional coats are applied.

## 8.5 Requirements Specific to Keys Energy Services

**Coating System:** Coating system must be compatible with High Humidity, Salt Air, and Transformer Operating Temperatures – (190F). Coating system for the base bid shall be Vinyl Alkyd Primer with High Gloss Alkyd silicone finish coat or approved equal. Color shall be “Rawhide”. A color sample will be provided to successful bidder.

**Coating Application:** The brush/roller method may be used for removing excess, smoothing runs, etc. as needed.

**Transformer Base:** After final coat is complete, a seal around the base of the transformer at the point of contact with the concrete foundation with rust preventative grease must be done, or equal, to prevent moisture formation under the unit.

**Bushing Caps:** All bushing caps shall be hand cleaned of grease, oil, dirt and loose coating. They shall then receive two coats of 30% silicone Alkyd, OSHA safety red.

**Safety:** All equipment shall be de-energized and grounded by KEYS prior to the work. Contractor personnel must be proven by documentation to be able to perform work safely in an energized substation.

**Final Report:** The Contractor shall keep a log of tasks performed, problems encountered and resolutions, coating thicknesses, weather conditions during coating applications, etc. on each equipment refinished and submit in a report before final payment will be made.

## 8.6 WARRANTY

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

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

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

Any repaired or replacement part furnished under the foregoing warranty shall carry warranties on the same terms as set forth above for one (1) years from the date of its Final Acceptance.

The Contractor shall obtain written warranties from its Subcontractors and suppliers of Materials, Labor and Equipment components where such warranties are obtainable and shall deliver the original warranties to by the Participating Member.

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

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

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

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



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

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

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

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

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

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

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

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

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

Respectfully submitted:

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

Signature: \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Type or Print Name of Signer)

Address: \_\_\_\_\_  
\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

**FMPA SUBSTATION PAINTING SERVICES  
BIDFORMS - ITB# 2021-115**

Pricing shall include prep, materials, and painting

<b>Description</b>		<b>Price per unit</b>
Substation Transformers (MVA)		
	12 and below	
	13 - 20	
	21 - 33	
	34 - 50	
	51 - 70	
	100 - 140	
	141 - 167	
	168 - 186	
Single Phase Oil Breakers	69 - 115kV	
Single Phase Oil Breakers	139 - 230kV	
Three Phase Oil Breakers	69 - 138kV	
Metal Clad Breaker Enclosure (12X20 approx.)	13kV	
SF6 Breakers	69 - 115kV	
SF6 Breakers	138 - 230kV	
Single Phase PTs/CCVTs	All Voltages	
Substation Control House (Concrete)	20X20	

<b>Regulators</b>		<b>Price Per Unit</b>
	< 200 kVA	
	201 - 350 kVA	
	351 - 500 kVA	

**FMPA SUBSTATION PAINTING SERVICES  
BIDFORMS - ITB# 2021-115**

**Transportation Costs:** cost per crew, including mileage and man-hours  
(Please see Location Map on Page TC-15)

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

Hourly Rate (if applicable) \_\_\_\_\_

Is there a minimum requirement for mobilization?

If yes, please provide requirement: \_\_\_\_\_

# DRUG-FREE WORKPLACE COMPLIANCE FORM

## IDENTICAL TIE BIDS

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

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

(Name of business)

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

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date

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

# STATEMENT OF NO BID

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

**Reference: ITB# 2021-115**

We, the undersigned, have declined to bid on your Invitation to Bid Number 2021-115 June 2021, Florida Municipal Power Agency Joint Purchase Project bid for Substation Painting Services - for the following reason(s):

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

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

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

By: \_\_\_\_\_  
(Authorized Person's Signature)

\_\_\_\_\_  
(Print or type name and title of signer)

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

E-Mail Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

**SUBSTATION PAINTING SERVICES  
AFFIDAVIT OF COMPLIANCE  
FMPA Bid No. 2021-115**

\_\_\_\_\_ We DO NOT take exception to the Bid Specifications.

\_\_\_\_\_ We TAKE exception to the Bid Specifications as follows:

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

By: \_\_\_\_\_

(Authorized Person's Signature)

\_\_\_\_\_

(Print or type name and title of signer)

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

\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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



**Thanks for your interest in serving our Members.**