



JOINT PURCHASE PROJECT

SPECIFICATION

FOR THE

PROVISION OF

METER TESTING SERVICES

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



**FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

BID DOCUMENT FOR JUNE 2022

BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
METER TESTING SERVICES

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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

ITB FMPA 2022-035
Date Issued: June 2, 2022
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 June 30, 2022, 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 to Bid.

DESCRIPTION

**JUNE 2022
FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT
BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
METER TESTING SERVICES**

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

PLACE OF DELIVERY: FOB DESTINATION

The services 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 2022
FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT
BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
METER TESTING SERVICES**

INVITATION TO BID FMPA 2022-035

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 June 30, 2022, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for the Provision of Meter Testing Services for the following FMPA Members:

City of Bartow
City of Bushnell
City of Lake Worth Beach Utilities
City of Leesburg
City of Newberry
City of Starke
City of Wauchula
Keys Energy Services

Bid packages for this project may be obtained from FMPA via Internet from 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 Meter Testing Services provided by companies who have established, through demonstrated expertise and experience that they are qualified to provide the Meter Testing Services specified.

The Florida Municipal Power Agency reserves the right to reject any and all bids in total or in part and/or to waive defects in bids.

Jacob Williams
General Manager
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY

JOINT PURCHASE PROJECT TERMS AND CONDITIONS

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

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

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

The Project 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 Participating Members:

City of Bartow
City of Bushnell
City of Lake Worth Beach Utilities
City of Leesburg
City of Newberry
City of Starke
City of Wauchula
Keys Energy Services

This bid is for the joint estimated annual requirement of Provision of Meter Testing 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 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. 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

6.1 Participating Member(s) may purchase their requirements from the contract awardee(s); but this solicitation will NOT establish exclusive rights for the contract awardee(s).

6.2 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 services/report until such time as the delivery is complete and accepted as contracted for.

7. EXTENSION OPTION

This bid may be extended annually 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, BF-3, 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 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

The vendor guarantees that the services will be provided as specified and will be performed in a prompt and diligent manner. 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 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.
- Provide proof of Insurance
- Adhere to FMPA's terms and conditions 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 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 services to the point of delivery.
- 13.2 Bidders shall bid unit prices, delivered, F.O.B., which will apply to each Project Participating Member. 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. BID EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

- 15.1 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.
- 15.2 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.
- 15.3 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.

16. PERFORMANCE BOND/SURETY

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

17. FINAL CONTRACT

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

18. INVOICES

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

19. OTHER BASIS FOR AWARD

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

- Time of Delivery or Schedule
- Quality of workmanship as represented by references
- Qualified Personnel
- 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.

20. 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.

21. 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.

22. CLARIFICATION AND ADDENDA

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.

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 e-mail to bidinfo@fmpa.com, to determine if addenda were issued and to make such addenda a part of their bid.

23. 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

24. 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.

25. BID EXPENSES

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

26. 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.

27. RESERVED RIGHTS

27.1 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 individual zone, or on a line item basis.

27.2 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.

27.3 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.

27.4 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.

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 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.

33. INSURANCE REQUIREMENTS

Before starting and until Acceptance of Work by Participating Member, and without further limiting Supplier's liability under this Agreement or a Participant contract, the Supplier shall procure and maintain, at is sole expense, insurance of the types and in the amounts stated below:

Schedule	Amount
<u>Workers Compensation</u> Statutory Coverage Employers's liability including appropriate Federal Acts	Statutory Limits \$500,000 each occurrence
<u>Commercial General Liability</u> Premises, Operations Products Completed, Operations Contractual Liability Independent Suppliers	\$1,000,000 each occurrence \$2,000,000 aggregate – bodily injury and property damage, combined single limit
<u>Automobile/Vehicle Liability</u> All vehicles – Owned, non-owned, hired	\$1,000,000 each occurrence, combined single limit
<u>Excess/Umbrella Liability</u>	\$2,000,000 each occurrence and annual aggregate

Supplier's Commercial General Liability policy shall remain in effect for at least two years after all work is complete.

Supplier shall specify Participating Members as additional insureds for all coverage except Worker's Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Participating Members.

The Supplier shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers.

All deductibles for insurance specified herein shall be paid by supplier.

All Subcontractors performing Work pursuant to this bid shall procure the insurance required under this bid during the life of the subcontract. The subcontractor insurance may be provided through separate coverage or by endorsement under insurance provided by supplier. Supplier shall submit Subcontractor's certificates of insurance to Participating Member prior to allowing Subcontractor to perform Work at any site or Work Area.

34. 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. Any repairs or replacements made to bidder's Goods and Services shall be warranted for the remainder of the original warranty term or 90 days, whichever is longer. Any work which does not conform to this warranty, shall be repaired or replaced by awarded bidder. Awarded bidder shall indemnify Participating Member for all cost incurred as a result of such nonconformity.

35. 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.

36. 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.

37. 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.

38. LIQUIDATED DAMAGES

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

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.

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.

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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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 FMPA.

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

44. "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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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."

53. 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.

54. 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.

55. 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.

LOCATION OF FMPA MEMBERS State of Florida



TECHNICAL SPECIFICATION

FMPA
SPECIFICATION FOR
UTILITY METER TESTING SERVICES

1. SCOPE

- 1.1 This specification applies to services related to the inspection, testing, and reporting requirements for in-service, revenue meters and associated instruments e.g. current transformers and potential transformers. May also include meter equipment located in electric power substations and other utility facilities. It is the intent of these requirements to ensure that all electrical equipment is operational within industry and manufacturer's tolerances and conforms to the utility's billing standards.
- 1.2 Codes, Standards, References and Regulations – The Successful Bidder(s) will comply with all federal, state, county and city codes, standards and regulations.

All inspections and tests shall be in accordance with the following applicable codes and standards:

- National Electrical Code (NEC)
- National Electrical Manufacturer's Association (NEMA)
- American Society for Testing and Materials (ASTM)
- Institute of Electrical and Electronic Engineers (IEEE)
- National Electrical Testing Association (NETA)
- American National Standards Institute (ANSI)
- State and Local Codes and Ordinances
- Insulated Power Cable Engineers Association (IPCEA)
- Association of Edison Illuminating Companies (AEIC)
- Occupational Safety and Health Administration (OSHA)
- Environmental Protection Agency (EPA)
- Florida Department of Environmental Protection (DEP)

1.3 Qualifications of Testing Contractor, Sub-Contractors, and Personnel

- 1.3.1 The testing organization shall be an independent, third party entity, which can function as an unbiased testing authority, professionally independent of the manufacturers, suppliers, and installers of equipment or systems being evaluated.
- 1.3.2 The testing organization shall be regularly engaged in the testing of electrical equipment devices and systems.
- 1.3.3 The testing organization shall use technicians who are regularly employed for testing services.
- 1.3.4 The testing organization shall submit appropriate documentation to demonstrate that it satisfactorily complies with standards and/or manufacturer standards, where applicable.

1.3.5 The testing organization shall provide documentation to demonstrate that it holds proper insurance coverage to perform the scope of services provided in this bid specification.

1.4 Division of Responsibility

1.4.1 FMPA Members - FMPA members' personnel shall be responsible for all power switching of equipment and for providing equipment in a ready-to-test condition. The FMPA Member shall provide the testing organization with the following:

- The most current set of electrical drawings and instruction manuals applicable to the scope of work relative to the equipment under test.
- An itemized description of equipment to be inspected and tested.
- A determination of who shall provide a suitable and stable source of electrical power to each test site.
- Notification of when equipment becomes available for maintenance tests. Work shall be coordinated to expedite project scheduling.
- Site-specific hazard notification and safety training.

1.4.2 The Testing Contractor - The testing organization shall provide the following:

- All field technical services, tooling, equipment, instrumentation, and technical supervision to perform such tests and inspections.
- Specific power requirements for test equipment.
- Notification to the user prior to commencement of any testing.
- A timely notification of any system, material, or workmanship, which is found deficient on the basis of maintenance tests.
- A written record of all tests and a final report.

2. METER INSPECTION AND TESTING REQUIREMENTS

2.1 Inspection and Testing of Meters: The successful bidder(s) shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection and testing of meters as required.

- Examine all devices for broken parts, indication of shipping damage and wire connection tightness
- Inspect for physical damage and compliance with specifications.
- Verify meter connections in accordance with meter and relay diagram.
- Secure connections (as necessary)

- Perform meter test to include series and element KWh test.
- Calibrate all meters per manufacturer's instructions and replace or recommend meter replacement (as necessary).
- Provide "As Found" and "As Left" reports on all tests.
- Record all meter and test information
- Perform current and potential transformer tests (to include phase polarity test and potential transformer ratio check)
- Record current and potential transformer nameplate ratings. If instrument transformer is multitap, indicate tap position.

2.2 Submittal of Reports.

2.2.1 The reports shall include the following:

- A summary of the project including the equipment involved and testing performed, location, and any pertinent conditions.
- Summary of problems found with mechanical meters, solid-state meters, CT's, etc.
- A summary listing of problems or marginal conditions discovered, whether these items were corrected or still existed at completion of testing, and how corrected or recommendations for corrections (as applicable). Include comments or recommendations regarding any applicable concerns.
- Provide lists of:
 - Meters calibrated or adjusted.
 - Meters out of specification (with recommendation)
 - "As Found" and "As Left" reports on all tests.
 - CTs/PTs out of specification and/or improperly sized (with recommendation)
 - Other data as applicable

2.2.2 The final report shall be completed and submitted to the facility owner no later than fifteen (15) working days after completion of the project, unless otherwise directed by the owner.

2.2.3 The final report shall be submitted in hard copy and/or electronic version as directed by the owner.

3. SAFETY AND PRECAUTIONS

- 3.1 Awarded Bidder shall cooperate and work closely with FMPA Members regarding their specific safety practices and protocols. Safety practices shall include, but are not limited to, the following requirements:
 - 3.1.1 All applicable provisions of the Occupational Safety and Health Act, particularly OSHA 29 CFR 1910.
 - 3.1.2 Accident Prevention Manual for Industrial Operations, National Safety Council.
 - 3.1.3 Applicable state and local safety operating procedures.
 - 3.1.4 Owner's safety practices.
 - 3.1.5 ANSI/NFPA 70E, Standard for Electrical Safety Requirements for Employee Workplaces.
- 3.2 A safety lead person shall be identified prior to commencement of work.
- 3.3 A safety briefing shall be conducted prior to the commencement of work.
- 3.4 Utilize Personal Protective Equipment per national, state, and local procedures; they may include electrical hazard rated hardhat, safety glasses, flame resistant hazard risk category 2 long sleeve shirt, flame resistant hazard risk category 2 pants, electrical hazard rated safety toed shoes or boots.
- 3.5 Tests shall be performed with the apparatus de-energized and grounded except where otherwise specifically required to be ungrounded or energized for certain tests.

4 TEST EQUIPMENT

- 4.1 The testing organization shall have a calibration program, which assures that all applicable test instruments are maintained within rated accuracy for each test instrument calibrated.
- 4.2 The firm providing calibration service shall maintain current instrument calibration instructions and procedures for each test instrument calibrated.
- 4.3 The accuracy shall be directly traceable to the National Institute of Standards and Technology (NIST)
- 4.4 Dated calibration labels shall be visible on all test equipment.
- 4.5 Records, which show date and results of instruments calibrated or tested, must be kept current.

4.6 Calibrating standard shall be of higher accuracy than that of the instrument tested.

5 BID SUBMISSION REQUIREMENTS

5.1 Bids will include the following items:

- 5.1.1 Completed Bid Form pages BF-1 thru BF-3
- 5.1.2 General description of test equipment to be used, including manufacturer and model number.
- 5.1.3 Information on personnel and qualifications of testing crew. This will include certificates and documentation indicating compliance with NETA and/or other professional standards.
- 5.1.4 Identification and qualification of subcontractors. Bidder shall provide information similar to that above concerning subcontractor's equipment, personnel, and qualifications. If, after award of the bid, the successful bidder(s) desire to utilize a subcontractor other than listed in the bid, the bidder must obtain approval of the subcontractor from the FMPA Member(s).
- 5.1.5 List of 5 utility references specifically pertaining to this type of work performed within the last three years. Please include contact name and phone number.
- 5.1.6 Support requirements for on-site testing repairs.
- 5.1.7 Florida Business License
- 5.1.8 Documentation of proper insurance coverage *(See Section 33 on Pg. TC-9).*

5.2 The Bid Form contains the following cost items:

- 5.2.1 Mileage rate and estimated distance to each participating city
- 5.2.2 Travel rate and estimated travel hours to each participating city
- 5.2.3 Cancellation charges
- 5.2.4 Breakdown/setup costs
- 5.2.5 Per diem rate for overnight stay
- 5.2.6 Hourly costs for technicians
- 5.2.7 Additional charges, if applicable

**PROPOSAL TO FURNISH AND DELIVER
METER TESTING 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 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 sheet 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 within each zone as appropriate as indicated in my submittal on Bid Form 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 _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

BID FORM FOR METER TESTING SERVICES

ITEM DESCRIPTION	UNIT PRICE	
	Single Phase	Three Phase
Electric Meters		
Current Transformers		
Low Voltage		
Medium Voltage		
Potential Transformers		
Low Voltage		
Medium Voltage		
If there are additional items that are commonly tested, but are not listed above, please identify them below and list the applicable unit price.	UNIT PRICE	
Price for technician (w/ testing equipment).	----- \$ Per Day	
Inspection Review Personnel OR Reports/Summary	----- \$ Per Project Report	
<p>State and Identify below any additional fees which may be charged.</p> <p align="right">\$ _____</p> <p>_____</p> <p>_____</p>		
<p>Bidder is able and intends to service all items and areas as specified in the scope of work, if necessary.</p> <p>Yes _____ No _____</p> <p>If you answered "No" to the previous question, please indicate which level of service you are unable to provide.</p> <p>Bidder will not service _____</p>		
City/Utility's typical workday is 8:00am to 5:00pm.	----- Bidder's Typical Work Schedule	
For itemized Mobilization Charges please see page BF-3. →		

BID FORM FOR METER TESTING SERVICES

Travel Cost Breakdown:		Charge (\$)	Below, please indicate the total travel cost , including mileage and man-hours, from your facility to each individual city .				
Mileage rate (\$ per mile)			ZONE 1	City of Bushnell	City of Leesburg	City of Newberry	City of Starke
Travel Rate (\$ per hour per man)							
In reference to Section 3, of the terms and conditions, Please indicate below if you are unable to provide service in a particular zone by printing the number (s) below. _____ NOTE: Please refer to the "FMPA Members by Zones" map for locations of zones and the cities therein.			ZONE 2	City of Bartow	City of Wauchula		
			ZONE 3	City of Lake Worth Utilities			
ZONE 4	Keys Energy Services						
Miscellaneous Charges (if applicable):	Charge (\$)	Comments:					
Charge if work is canceled prior to mobilization							
Charge if work is canceled after mobilization							
Stand by charge							
Breakdown and setup costs							
Per diem rate if overnight stay is required							
Additional charges (please provide explanation)							

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

Reference FMPA ITB # 2022-035

We, the undersigned, have declined to bid on your Invitation to Bid Number 2022-035, June 2022, Florida Municipal Power Agency Joint Purchase Project Bid for Annual Requirement for the Provision of Meter Testing Services 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 # 2022-035

_____ 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: _____



Thanks for your interest in serving our Members.