



**JOINT PURCHASE PROJECT**

**SPECIFICATION FOR**

**THE PROVISION OF**

**SUBSTATION AND GENERATING**

**STATION MAINTENANCE**

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

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

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**FLORIDA MUNICIPAL POWER AGENCY  
JOINT PURCHASE PROJECT**

BID DOCUMENT FOR OCTOBER 2022

BID FOR ANNUAL REQUIREMENT  
FOR THE PROVISION OF  
SUBSTATION AND GENERATING STATION MAINTENANCE

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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 2022-034  
Date Issued: October 6, 2022  
Telephone: (407) 355-7767

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

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SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO BID OPENING AT 1:30 P.M. ON NOVEMBER 3, 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.

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## DESCRIPTION

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**OCTOBER 2022  
FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT  
BID FOR ANNUAL REQUIREMENT  
FOR THE PROVISION OF  
SUBSTATION AND GENERATING STATION MAINTENANCE**

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.

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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

**OCTOBER 2022  
FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT  
BID FOR ANNUAL REQUIREMENT  
FOR THE PROVISION OF  
SUBSTATION AND GENERATING STATION MAINTENANCE**

**INVITATION TO BID FMPA 2022-034**

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 November 3, 2022, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for the Provision of Substation and Generating Station Maintenance for the following FMPA Members:

Beaches Energy Services  
City of Bartow  
City of Clewiston  
City of Green Cove Springs  
City of Homestead  
City of Mount Dora  
City of Starke  
City of Wauchula  
Ft. Pierce Utilities Authority  
Keys Energy Services  
New Smyrna Beach Utilities  
Town of Havana

Bid packages for this project may be obtained from FMPA via Internet from [www.fmpa.com](http://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 Substation and Generating Station Maintenance manufactured by companies who have established, through demonstrated expertise and experience that they are qualified to provide the Substation and Generating Station Maintenance 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 have executed a project procurement agreement with FMPA and are a Participating Member of the Project.

The Procurement Agreement between FMPA and the Project Participants provides for FMPA to administer the Project for the selection, bidding, and awarding of services, materials, supplies, and equipment utilized by the Project Participating Member and for the Project Participating Member to secure services, materials, supplies, and equipment through this Project, thus enjoying the benefits resulting from bulk purchasing.

### 1. OVERVIEW

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

Beaches Energy Services	City of Bartow
City of Clewiston	City of Green Cove Springs
City of Homestead	City of Mount Dora
City of Starke	City of Wauchula
Ft. Pierce Utilities Authority	Keys Energy Services
New Smyrna Beach Utilities	Town of Havana

Contractors providing Substation and Generating Station Maintenance are being sought to support the FMPA Members with services relating to Substation and Generating Station Maintenance as listed in the specification. This bid is for a one (1) year term; and consists of a joint estimated annual requirement of services.

### 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. DEFINITIONS**

The words and terms defined in this document shall have the following meanings as used throughout.

**ACCEPTANCE** – Written acknowledgement by the Participating Member's authorized representative that the Work has been completed in a manner consistent with the terms, conditions and specifications of a Participant Contract or Purchase Order.

**SUCCESSFUL BIDDER** – The business entity (and its affiliates and authorized assigns), which has been awarded by FMPA or executed a contract with a Participating Member shall include any and all Contractors, subcontractors, affiliates and authorized assigns that provide or perform any or all of the Work. This entity may also be referred to as the Contractor, awarded bidder, successful bidder, or successful proposer.

**PARTICIPATING CONTRACT** – The aggregation of all documents that constitute the binding agreement between the Contractor and a Participating Member. The Participant Contract may include but shall not be limited to The Award or Agreements that result from this solicitation, Participant Blanket Orders, Participant Purchase Orders, Order Releases, and all attachment agreements.

**PARTICIPATING MEMBER** – A FMPA Member engaged in the specific procurement activity specified in the Request for Proposal, Invitation to Bid, Award, or agreement. The actual Participating Member may change over the term of the Award and new Participants may be added or removed. The terms Participating Member and Participants may be used interchangeable throughout this document.

PURCHASE ORDER (PO) – A Work authorization, issued by a Participating Member, which is issued subject to the terms and conditions of the Award or Agreement and a Participant Contract. The term “Purchase Order” shall also include “blanket order releases” and any other ordering methodology agreed to in writing by a Participant and Contractor.

WORK – Labor, materials, supplies, equipment, goods, and services including any related documentation, software, reports, testing, transport, administration, management, tools and any and all other requirements to be furnished or performed by Contractor under this Award and/or a Participant Contract together with all other additional necessities that are not specifically recited in this Award or Participant Contract but which could be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Award and/or a Participant Contract.

## **7. QUANTITIES**

- 7.1 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).
- 7.2 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.

## **8. 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 13. 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.

## **9. BID FORMS, VARIANCES, ALTERNATES, AND COMPLETENESS**

- 9.1 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.
- 9.2 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.
- 9.3 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. Note: FEMA may fund aspects of this bid, which require the Bidder's execution of applicable

forms in this bid packet. Complete pages DF-1, AOC-2, and AOC-7 if applicable to Bidder.

- 9.4 Each bidder shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the Bid.
- 9.5 Bidders shall quote on all items in one bid form. Failure to do so may result in the bid being rejected as not responsive.
- 9.6 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.
- 9.7 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".
- 9.8 The bid must be signed by an authorized agent or officer of the firm.
- 9.9 Each bidder shall submit with the bid complete manufacturer's description.
- 9.10 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.
- 9.11 Verbal statements made by the Bidder at any time regarding quality, quantity, or arrangement of product/equipment will not be considered.

#### **10. 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.

#### **11. 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.

#### **12. 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

### **13. 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:

- 13.1 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.
- 13.2 Approved (Florida P.S.C.) freight rate changes may change the total bid prices.
- 13.3 Florida Department of Transportation monthly index shall be recognized and approved, when applicable.
- 13.4 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.

### **14. PRICES BID**

- 14.1 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.
- 14.2 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.
- 14.3 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).

### **15. 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.

### **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 material and/or equipment when delivered.

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.

**19. INVOICES**

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

**20. OTHER BASIS FOR AWARD**

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

- Quality of workmanship as represented by references
- Qualified Personnel (for Services)
- Relevant Experience
- Capabilities to perform to the contractual requirements.
- Capabilities to perform technical requirements
- Past performance on previous FMPA awards
- Time of Delivery or Schedule

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 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.

**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**

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](mailto:bidinfo@fmpa.com), 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  
ATTN: Sharon Samuels

**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. RESERVED RIGHTS**

28.1 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, 5) award to more than one bidder.

28.2 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.

28.3 To be responsive, a bidder shall submit a bid, which conforms in all services 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.

28.4 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.

## **29. 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.

## **30. 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.

### **31. 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.

### **32. 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:

- 32.1 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.
- 32.2 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.
- 32.3 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.
- 32.4 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.
- 32.5 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.

### **33. 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.

**34. 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.

### **35. WARRANTIES**

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

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

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

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

### **36. 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.

### **37. 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.

**38. 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.

**39. 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.

**40. 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.

**41. SUSPENSION OF WORK**

Participating Member(s) may suspend the Work under the Award or any portion thereof at anytime. Participating Member(s) may at any time reduce Crews, Equipment, and Staffing.



**42. ACCEPTANCE AND PAYMENT FOR WORK COMPLETED**

Weekly time and charge sheets must be submitted to the Participating Member once per week during the Work period, if requested. The weekly charge sheets must be for a complete work week, and shall be submitted no later than two working days after the end of the work week. These weekly time and charge sheets will be used for comparison of all invoices. Invoices for completed Work will be accepted by the Participating Member once per month.

**43. 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.

**44. 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.

**45. 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.

**46. 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.

**47. "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.

**48. 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.

**49. 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 submit and the successful bidder(s) will be legally bound to perform according to the documents.

**50. 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.

**51. 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.

**52. 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.

**53. 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.

**54. 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.

**55. 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."

**56. 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.

**57. 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.

**58. 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.

**59. MANUFACTURERS**

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

**60. MINORITY BUSINESS UTILIZATION**

Bidders are encouraged to utilize certified and qualified minority and women-owned (M/WBE) firms as subcontractors/suppliers where performance of the Work will not be adversely affected and such firms are competitive in price and product/service quality. Bidder shall provide report to the Participating Member(s) in bid submittal and thereafter, which details product/service is provided by qualified M/WBE firms.

**61. FEMA REIMBURSEMENT**

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

**62. REMEDIES**

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

**63. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

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

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

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

#### **64. CONTRACT HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

**65. CLEAN AIR ACT**

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

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

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

**66. FEDERAL WATER POLLUTION CONTROL ACT**

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

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

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

**67. ACCESS TO RECORDS**

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

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

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

**68. SUSPENSION AND DEBARMENT**

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

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

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

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

**69. BYRD ANTI-LOBBYING AMENDMENT**

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

**70. PROCUREMENT OF RECOVERED MATERIALS**

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

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

**71. DHS SEAL, LOGO, AND FLAGS**

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

**72. DOMESTIC PREFERENCES**

Items manufactured in the United States are preferred.



# LOCATION OF FMPA MEMBERS State of Florida



# TECHNICAL SPECIFICATION

FMPA SPECIFICATION FA-SGSM-1  
SPECIFICATION FOR  
SUBSTATION AND GENERATING STATION MAINTENANCE

1. SCOPE

- 1.1 This specification applies to services related to the inspection, maintenance, testing, repair, and installation requirements for electrical power delivery equipment located in electric power substations and generating facilities. It is the intent of these requirements to ensure that all electrical equipment is operating within industry standards and manufacturer's tolerances, and all work performed follows applicable standards and industry best practices.
- 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 work shall be in accordance with the following applicable codes and standards:

- National Electrical Code (NEC)
  - National Electrical Safety Code (NESC)
  - 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)
  - North American Electric Reliability Corporation (NERC)
  - National Institute of Standards and Technology (NIST)
  - 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 Contractor, Sub-Contractors, and Personnel pertaining to testing functions
- 1.3.1 The Contractor 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 Contractor shall have experience in the maintenance and testing of electrical utility equipment devices operating at voltages up to 230kV AC and 125V DC.
- 1.3.3 The Contractor shall use technicians who have necessary experience for electrical diagnostic testing services performed for electrical utilities.
- 1.3.4 The Contractor shall submit appropriate documentation to demonstrate that it

satisfactorily complies with NETA standards and/or manufacturer standards, where applicable.

1.3.5 The Contractor 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 Member shall be responsible for all power switching of equipment and for providing equipment in a ready-to-work condition. The FMPA Member shall provide the testing organization with the following:

- A short-circuit analysis, a coordination study, and a protective device setting sheet, if applicable.
- 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, tested, or installed.
- 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 briefing.
- On site city employed technician to support contractor.

1.4.2 The Contractor 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 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. GENERAL SUBSTATION SITE INSPECTION

2.1 The Contractor shall provide all necessary personnel and equipment to perform the following inspection activities:

- Perform perimeter fence safety inspection.
- Confirm electrical hazard signs are posted around perimeter and visible to the public.
- Proper labeling of all equipment.
- Perform visual inspections of fire extinguishers.
- Perform Visual inspection of equipment batteries and/or substation control batteries and charger.
- Perform visual inspection of eye-wash stations.
- Perform visual inspection of all insulators and high voltage conductors and connections.
- Record all equipment gauges and operational counters.
- Walk-down entire facility looking for abnormal or hazardous conditions (alarms on equipment, annunciator lights, relay targets, evidence of animals, trip hazards, oil leaks, growing vegetation, equipment rust, oil level gauges, SF6 pressure gauges, etc.).
- Perform thermal imaging (Infrared) inspection.
- Inspect equipment ground connections.
- Verify site lighting is functional.
- Provide detail report of all the inspected equipment and assets with findings, pictures, and recommendations with a priority chart of urgency.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

## 3. CIRCUIT BREAKER INSPECTION, TESTING, MAINTENANCE REQUIREMENTS

3.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing and maintenance of circuit breakers as required:

- Perform visual inspection.
- Record of all gauge readings and operation counters.
- Inspect operating mechanism.
- Check and set all critical adjustments per manufacturer's specifications.
- Operational test of breaker using a trip signal to the trip coil via lockout relay or other device.
- Tightening of all necessary components and connections.
- Lubrication of all necessary components.

- Cleaning of all necessary components and connections.
- Perform primary and or secondary current injection test
- Perform timing & travel test
- Motion test.
- Coil current test.
- Static (contact) resistance measurements (SRM)
- Dynamic (contact) resistance measurements (DRM)
- Vibration test.
- Motor current test.
- Minimum pick-up measurement test (minimum voltage to operate circuit breaker).
- Measure station and breaker Voltage.
- Power factor/dissipation factor/ tan delta and capacitance tests.
- Vacuum bottle test.
- SF6 Leakage check and repair if necessary.
- Add SF6 if necessary.
- Moisture/Purity SF6 test.
- Air pressure test.
- Perform thermal imaging (Infrared) inspection.
- Verify anti-pump function
- Perform current transformer excitation, polarity, ratio and burden tests
- Provide detailed report of all tests and maintenance performed with pictures.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

#### 4. CIRCUIT BREAKER REPAIR AND RECONDITIONING REQUIREMENTS

4.1 The Contractor shall provide all necessary personnel and equipment to perform the following repair or reconditioning as required:

##### 4.1.1 Medium Voltage Circuit Breaker Rebuild Specification

- “As Found” inspection shall be performed, including: manual and electrical operation of breaker, testing of interlocks, insulation resistance tests of primary, and control circuits. Open and close timing tests shall be performed
- Each circuit breaker shall be completely disassembled, including the operating mechanism, cleaned of all dirt, rust, or other foreign material. All steel frame parts shall be sand blasted to base metal and painted with high quality rust inhibiting paints while operator components shall be yellow zinc plated. All fits shall be checked and compared to available factory specification and parts shall be repaired or replaced as necessary upon approval.
- Each pole piece shall be removed from the frame and disassembled. All oxidation and corrosion shall be removed from the copper. All copper conductors shall be inspected and re-silver plated.

- All main, arcing, and primary disconnect contacts shall be cleaned and dressed prior to plating. Contact wiper and spring tension shall be tested and set to available factory specifications.
- The molded base of each pole piece will be cleaned, tested, and resealed as appropriate. If necessary, each piece will be baked to remove moisture prior to sealing.
- All parts shall be inspected, and any defective parts shall be replaced upon approval.
- After all parts are reconditioned, the breaker will be reassembled, lubricated, adjusted, and fully tested. Our standard testing includes high current testing as applicable, resistance testing of all contacts, testing with 1000 volts from line to load, pole to pole, and pole to ground. Customer specified tests shall be included as requested. A full test report will be included with each breaker.
- Provide detailed report and test data on each breaker.
- All final testing to be performed by an engineer not associated with the rebuild process in any manner.

#### 4.1.2 High Voltage Circuit Breaker Rebuild Specification

- “As Found” inspection shall be performed, including: manual and electrical operation of breaker, testing of interlocks, insulation resistance tests of primary and control circuits. Open and close timing tests shall be performed.
- All energized components shall be inspected for evidence of overheating, burning, discoloration, pitting, corrosion, and tracking.
- Arc chutes and phase barriers will be inspected for physical damage, and dried out as needed. Blowout coils will be inspected and coil resistance measurements taken.
- Primary bushings shall be cleaned, inspected, tested.
- All main and arcing contacts shall be inspected, checked for wear and pitting, cleaned, and dressed.
- Control circuit switches, solenoids, relays, motors and wiring shall be inspected for proper operation and insulation resistance tested at 1000 VDC.
- All parts shall be inspected and tolerances shall be measured and compared to manufacturer’s specifications then replaced and/or refurbished as appropriate with only manufacturer’s parts. No “clone” or fabricated parts will be used.
- The circuit breaker shall be completely disassembled, including the operating mechanism.
- Steel frame parts shall be cleaned, sand blasted, and painted. Steel operator parts will be sand blasted and yellow zinc plated. Conducting

members will be tumbled and re-silver plated.

- Breaker will be re-assembled, lubricated, and adjusted to manufacturer's specifications.
- Fully rewire using SIS wiring of like sizing with VW-1 rating.
- Mechanical operator and contact alignment checks shall be performed on both the breaker and operating mechanism including contact wipe, and gap in accordance with manufacturer's specifications and instructions.
- Interlocks, positions indicators, and operation counters will be adjusted and tested for proper operation.
- Breaker will be tested electrically and mechanically for proper operation.
- Perform contact resistance measurements on each phase.
- Perform insulation resistance tests on each pole, phase-to-ground, phase-to-phase, and line to load.
- Perform high potential test on each pole phase-to-phase and to ground.
- Provide detailed report and test data on each breaker.
- All final testing to be performed by an engineer not associated with the rebuild process in any manner.

## 5. RELAY INSPECTION, TESTING, MAINTENACE AND REPAIR REQUIREMENTS

5.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing and repair of protective relays as required.

- Perform visual inspection
- Inspect gaskets, cover glass, presence of foreign material, moisture, condition of spiral spring, disc clearance, and contacts on electromechanical relays
- Verify operation of light-emitting diodes, display, and targets.
- Record model number, style number, serial number, firmware revision, software revision, and rated control voltage.
- Check mechanically for freedom of movement, proper travel and alignment, and tightness of mounting hardware and tap screws.
- Perform insulation resistance test on each circuit branch to frame (electromechanical relays only).
- Verify that the frame is grounded in accordance with manufacturer's instructions.
- Perform electrical test as needed, per manufacturer's instructions, to verify that each device is operates as expected.
- Inspect and tighten all wiring to relay and terminal blocks.



- Verify and test all protection schemes with adequate testing tool for digital relays, with minimum timing, trip, and close checks.
- Perform research to determine if there are any service bulletins from relay manufacturer.
- Verify polarity of relay and phasing.
- Upload any relay firmware updates and test to assure it is correctly working. Download “As-Left” settings file.
- Calibrate as necessary per manufacturer’s instructions.
- Provide written tag on relay that states test date and test personnel.
- Perform all necessary testing procedures to comply with NERC PRC-005.
- Provide “As-Found” and “As-Left” reports
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

## 6. CAPACITOR BANK INSPECTION, TESTING, MAINTENANCE AND REPAIR REQUIREMENTS

6.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection testing and repair of capacitor banks as required.

- Perform visual inspection.
- Perform thermal imaging (Infrared) inspection.
- Capacitance Test.
- Terminal-to-terminal resistance test.
- Terminal-to-case resistance test.
- Clean and tighten all necessary terminal connections including ground connections.
- Inspect and verify that surge arresters are in working condition.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

## 7. METER INSPECTION AND TESTING REQUIREMENTS

7.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection and testing of meters as required.

- Perform visual inspection
- Verify meter connections are in accordance with meter and relay diagram
- Take voltage and current phasor measurements
- Test meter accuracy utilizing an independent source
- Calibrate as necessary
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

## 8. METAL CLAD BREAKER INSPECTION, TESTING, REPAIR AND RECONDITIONING REQUIREMENTS

8.1 The Contractor shall provide all necessary personnel and equipment to perform the following repair (or reconditioning) procedures as required:

- Perform visual inspection.
- Perform thermal imaging (Infrared) inspection.
- Perform power factor test.
- Tightening of all necessary components and connections.
- Lubrication of all necessary components.
- Cleaning of all necessary components and connections
- Replace and re-pitch of primary disconnect bottles.
- Repair and recondition of racking mechanisms.
- Repair and recondition of operating mechanism.
- Replace vacuum bottles.
- Replacement of current transformers, potential transformers, and control power transformers.
- Clean bus and insulation.
- Adjust torque.
- Replace insulation components.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

## 9. POWER TRANSFORMER & LTC INSPECTION, TESTING, MAINTENANCE, AND REPAIR REQUIREMENTS

9.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance and repair of protective power transformer and LTC as required.:

- Perform visual inspection.
- Perform thermal imaging (Infrared) inspection.

- Record of all gauge readings and operation counters.
- Tightening of all necessary components and connections.
- Lubrication of all necessary components.
- Cleaning of all necessary components and connections.
- Check condition of desiccant.
- Inspect nitrogen levels and add as necessary.
- Record LTC position and counter reading.
- Test cooling fans, pumps in manual operation.
- Perform oil dielectric test on transformer and LTC.
- Perform oil DGA test on transformer and LTC.
- Perform power factor test.
- Perform TTR test on all LTC taps & DE taps.
- Perform DC winding resistance test on all LTC taps & DE taps.
- Perform core demagnetization.
- Measure leakage reactance/Short circuit impedance.
- Perform power factor tests.
- Perform Tan Delta.
- Perform Sweep Frequency Response Analysis on LTC Neutral.
- Perform exciting current test on all LTC taps & DE taps.
- Perform CT Excitation test.
- Perform test on sudden pressure relay.
- Verify communication to SCADA and correct values are reported.
- Winding and oil gauge replacement if necessary.
- Perform operation of LTC with manual and electronic control.
- Leak repair & complete re-gasketing if necessary.
- LTC control cabinet inspection, cleaning, potential wiring replacement.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

## 10. SINGLE-PHASE VOLTAGE REGULATORS INSPECTION, TESTING, MAINTENANCE, AND REPAIR REQUIREMENTS

10.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance, and repair of single-phase voltage regulators as required.:

- Perform visual inspection.
- Perform thermal imaging (Infrared) inspection.
- Record of all gauge readings and operation counters.
- Record regulator controls settings.
- Tightening of all necessary components and connections.
- Lubrication of all necessary components.
- Cleaning of all necessary components and connections.
- Perform oil dielectric test.
- Perform oil DGA test.

- Perform TTR test on all taps.
- Perform DC winding resistance test on all taps.
- Perform power factor tests.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

## 11. CIRCUIT SWITCHER AND DISCONNECT SWITCH INSPECTION, TESTING, MAINTENANCE & REPAIRS REQUIREMENTS

11.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance, and repair of circuit switcher as required:

- Perform visual inspection
- Perform thermal imaging (Infrared) inspection.
- Perform operational test in manual and motor operated mode
- Clean and tighten all necessary terminal connections including ground connections.
- Lubricate all mechanical critical points as necessary
- Lubricate electrical contact surfaces as necessary
- Check the tightness of fasteners on current carrying parts
- Ensure proper switch alignment and adjust as necessary
- (Circuit switcher only) Perform DC resistance measurement across interrupter in open and close positions
- Perform DC resistance values for entire current carrying path.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

## 12. RECLOSER INSPECTION, TESTING, MAINTENANCE AND REPAIR REQUIREMENTS

12.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance and repair of recloser and control relay as required.

- Perform visual inspection.
- Perform thermal imaging (Infrared) inspection.
- Test relay battery if relay control is outside.
- Tightening of all necessary components and connections.
- Cleaning of all necessary components and connections
- Download stored data and provide information.

- Perform power factor test.
- Perform insulation resistance test.
- Perform relay test if control is outside.
- Perform timing test.
- Perform operational test. Inspect and tighten all wiring to relay and terminal blocks.
- Verify and test all protection schemes with adequate testing tool for digital relays, with minimum timing, trip, and close checks.
- Perform research to determine if there are any service bulletins from relay manufacturer.
- Verify polarity of relay and phasing.
- Upload any relay firmware updates and test to assure it is correctly working.
- Download "As-Left" settings file.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

### 13. DC CONTROL CIRCUITRY INSPECTION, TESTING, MAINTENANCE AND REPIAR REQUIREMENTS

13.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance, and repair of DC control circuitry as required:

- Verify trip coils operates breaker or other interrupting device
- Verify proper operation of lockout devices and auxiliary relays
- Verify trip circuit paths from the relay to lockout devices and all trip coils
- Tightening of all necessary components and connections.
- Cleaning of all necessary components and connections
- Provide detailed list indicating all paths that have been verified. An acceptable method would be a DC schematic provided by the Member with mark-ups indicating all trip paths that have been successfully tested. Any potions not tested shall be marked accordingly.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

#### 14. PROTECTION COMMUNICATION SYSTEMS INSPECTION, TESTING, MAINTENANCE AND REPAIR REQUIREMENTS

14.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance and repair of protection communication as required:

- Verify that the communications system is functional
- Inspect and clean communication cable connectors if needed.
- Verify that the communications system meets performance
- criteria pertinent to the communications technology applied (e.g. signal level, reflected power, or data error rate
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.
- Verify that the communications system meets performance criteria pertinent to the communications technology applied (e.g. signal level, reflected power, or data error rate).

#### 15. INSTRUMENT POTENTIAL TRANSFORMER INSPECTION, TESTING, MAINTENANCE AND REPAIR REQUIREMENTS

15.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance, and repair of instrument potential transformer as required:

- Inspect physical condition.
- Perform thermal imaging (Infrared) inspection.
- Verify correct connection of transformers with system requirements.
- Verify that adequate clearances exist between primary and secondary circuit wiring.
- Tightening of all necessary components and connections.
- Cleaning of all necessary components and connections
- Verify all required grounding and shorting connections.
- Verify that current and voltage signal values are provided too the protective relays.
- Perform power factor test.
- Perform insulation resistance test.
- Perform TTR test.
- Inspect fuses and replace if necessary.
- Measure the primary and secondary currents and voltages and calculate the ratio. Ensure that calculated ratio is within expected tolerance. Where the primary voltage or current quantity cannot be measured with a test device, utilize an independent instrument transformer to obtain the primary value.

- Ensure the secondary current and voltage phase angles are within tolerance of expected values.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

## 16. CURRENT TRANSFORMER INSPECTION, TESTING, MAINTENANCE AND REPAIR REQUIREMENTS

16.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance, and repair of current transformer as required:

- Inject currents at the source of each current transformer verify each device with a clamp-on ammeter to confirm that the current transformer strings are connected in accordance with the prints.
- Perform power factor test.
- Inspect fuses and replace if necessary.
- Tightening of all necessary components and connections.
- Cleaning of all necessary components and connections
- Simulate actual load current and fault current operation of the substation electrical systems by injecting appropriate currents in the CT current. Verify proper operations of relays, meters, and other instruments.
- Measure and record the burden of each connected CT.
- Ensure that current signal reaches all relays and other instruments in accordance to prints.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

## 17. POTENTIAL CIRCUIT TESTS

17.1 The Contractor shall provide all necessary personnel and equipment to perform the following test and maintenance as required:

- Pull fuses from CCVT or PT junction boxes and apply proper phase-to-phase and phase-to-ground voltages to the load side of the fuse blocks. Check for proper voltages at all relays, instruments, switches, etc., to verify that the potential circuit is connected in accordance with the prints.
- Measure and record the burden of each potential circuit.

- Ensure that voltage signal reaches all relays and other instruments in accordance to prints.

## 18. BATTERY INSPECTION, TESTING, MAINTENANCE AND REPAIR CHARGER REQUIREMENTS

18.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance and repair of battery inspection as required.

- Perform visual inspection on battery bank and charger
- Inspect condition of battery rack
- Verify electrolyte level and top off as necessary
- Verify charger AC current and voltage
- Test DC voltage
- Check charger output current and voltage
- Measure float current
- Check for unintentional grounds
- Check for evidence of corrosion on terminals
- Verify the annunciator and alarm circuit.
- Check all terminal connection torque and adjust as necessary
- Measure pilot cell voltage, specific gravity and electrolyte temperature
- Measure intercell/intracell resistance tests (after checking torque)
- Measure individual cell voltage
- Replace the charger filter capacitor per manufacturer recommendation
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

18.2 When FMPA Participating Member(s) requests a capacity test, the Contractor and Member will agree which party will be responsible for providing a temporary DC supply. Capacity tests shall conform with applicable IEEE standard.

## 19. ANNUNCIATOR INSPECTION, TESTING, MAINTENANCE AND REPAIR REQUIREMENTS

19.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing, maintenance and repair of annunciator as required.

- Check each annunciators input by closing or opening the trouble contact.
- Check all annunciator lamps, alarm, cutoff and reset operation.
- Verify operation of all auxiliary repeater contacts.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.



- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

## 20. SCADA EQUIPMENT

20.1 The Contractor shall provide all necessary personnel and equipment to perform testing as required.

- Visually inspect all equipment for damage and proper connection.
- Test SCADA communication over all communication systems.
- The SCADA system shall be functionally checked from Master Station to Remote Terminal Units to end device. All control, indication, alarm, and analog points shall be tested by initiating alarm contacts, trips and close commands and verifying analog inputs from transducers and other devices. All analog inputs shall be checked at 0, 25, 50, 75, and 100 percent of scale.
- Perform all manufacturer's recommended functional and operational tests to assure correctness of operation and equipment.
- Add any additional mapping point as requested by owner.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.

## 21. MINERAL OIL SERVICES

21.1 The Contractor shall provide all necessary personnel and equipment to perform the following maintenance as required:

- Perform lab analysis in accordance with applicable IEEE standard.
- Filter oil to remove acids, dirt, dissolved gases, moisture and restore oil back to optimal performance specification.
- Add oil to bring level back to recommended level.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.

## 22. INSTALLATION AND REPLACEMENT OF EQUIPMENT

22.1 The Contractor shall provide all necessary personnel and equipment to perform the following work as required:

- Like-for-like replacement of any equipment covered in this specification.
- Installation of new equipment specified by FMPA Member where engineering drawings are provided by FMPA Member or are otherwise not required. Equipment may include items such as lightning arrestors, insulators, manual disconnects, wiring, power transformer, LTC, fence,

trenches, ground grid wire, current transformers, potential transformers, reclosers, single-phase Voltage, regulators circuit switchers, metal clad switchgear/breaker, circuit breakers, lightning rods, surge arrestors, relays, relay control enclosures, conduit, lighting fixtures, relay panels, electric panels, HVAC unit, fiber cable, connectors, fuses, risers, batteries, battery charger, concrete pad, bus-bar, capacitor banks, wave traps, CCVTs.

- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.

## 23. LIVE LINE INSULATOR WASHING

23.1 The Contractor shall provide all necessary personnel and equipment to perform the following work as required:

- Wash insulators on energized equipment at voltages up to 138kV utilizing demineralized water
- Water shall be provided by the Contractor

## 24. GROUND GRID INSPECTION, TESTING, MAINTENACE AND REPAIR REQUIREMENTS

24.1 The Contractor shall provide all necessary personnel and equipment to perform the appropriate procedures for the inspection, testing and repair of ground grids.

- Perform visual inspection
- Test with energized or de-energized substation sites.
- Perform ground grid test per the most current IEEE-81 standard.
- For de-energized substations use fall-of-potential 3- or 4-point method.
- Soil resistivity test.
- Point-to-point continuity test.
- Test all equipment, structures, and fence ground leads.
- Step and touch potential test and calculation.
- System impedance test and calculation.
- Submit a detailed testing report with supporting testing equipment results for each tested unit. Provide pictures of each unit and corresponding nameplates.
- In case of repairs or replacement beyond normal maintenance requirements, contractor shall provide a separate quote and recommendation for approval.

## 25. SAFETY AND PRECAUTIONS

25.1 Safety practices shall include, but are not limited to, the following requirements:

25.1.1 All applicable provisions of the Occupational Safety and Health Act, particularly OSHA 29 CFR 1910.

25.1.2 Accident Prevention Manual for Industrial Operations, National Safety Council.

25.1.3 Applicable state and local safety operating procedures.

25.1.4 Owner's safety practices.

25.1.5 ANSI/NFPA 70E, Standard for Electrical Safety Requirements for Employee Workplaces.

25.1.6 Most current IEEE-C2 NESC

25.2 A safety lead person shall be identified prior to commencement of work.

25.3 A safety briefing shall be conducted prior to the commencement of work.

25.4 Tests shall be performed with the apparatus de-energized and grounded except where otherwise specifically required to be ungrounded or energized for certain tests.

## 26 TEST EQUIPMENT

26.1 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.

26.2 The firm providing calibration service shall maintain current instrument calibration instructions and procedures for each test instrument calibrated.

26.3 The accuracy shall be directly traceable to the National Institute of Standards and Technology (NIST)

26.4 Dated calibration labels shall be visible on all test equipment.

26.5 Records, which show date and results of instruments calibrated or tested, must be kept current.

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

## 27 ADDITIONAL EQUIPMENT

If heavy equipment or additional items (not accounted for in Contractor's bid pricing) are required to perform the scope of work, the cost of such items or equipment will require Participating Member(s) approval.

## 28 SUBMITTAL OF REPORTS

28.1 The report shall include the following:

- 28.1.1 A summary of the project including the equipment involved and testing performed, location, and any pertinent conditions.
- 28.1.2 All relevant test data. Where applicable, each value shall be labeled with a "pass" to indicate where values are acceptable or within tolerance, or "fail" to indicate otherwise.
- 28.1.3 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.
- 28.1.4 Document all "as found" and "as left" settings and adjustments.

28.2 The final report shall be completed and submitted to the substation or generating facility owner no later than fifteen working days after completion of the project, unless otherwise directed by the owner.

28.3 The final report shall be submitted both in hard copy and an electronic version.

## 29 BID SUBMISSION REQUIREMENTS

29.1 In addition to the bid forms and required forms (BF-1, DF-1, and AOC-1 – AOC-7 as applicable), bidders must also submit:

- 29.1.1 A list of references with emphasis on work for electric utilities in the state of Florida. Please provide contact information for these references.
- 29.1.2 General description of test equipment to be used, including manufacturer and model number.
- 29.1.3 Resumes or qualifications of key personnel who will be performing tests, inspections, repairs and installations. This will include the documentation referred to in Section 1.3.4 indicating compliance with NETA and/or manufacturer's standards and licenses and certifications.

- 29.1.4 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).
- 29.1.5 Support requirements for on-site testing repairs.
- 29.1.6 Proof of Insurance coverage *(See Section 34 on Pg. TC-10).*
- 29.2 The Bid Form contains the following cost items:
  - 29.2.1 Mileage rate and estimated distance to each participating city
  - 29.2.2 Travel rate and estimated travel hours to each participating city
  - 29.2.3 Cancellation charges
  - 29.2.4 Breakdown/setup costs
  - 29.2.5 Per diem rate for overnight stay
  - 29.2.6 Material mark-up rate
  - 29.2.7 Storm/Emergency related response rates
  - 29.2.8 Hourly costs (straight time/overtime/premium) for technicians, electricians, and supervisors
  - 29.2.9 Additional charges, if applicable

**PROPOSAL TO FURNISH AND DELIVER  
SUBSTATION AND GENERATING STATION MAINTENANCE SERVICE  
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 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-7.

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-7.

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: \_\_\_\_\_

**FLORIDA MUNICIPAL POWER AGENCY  
Substation and Generating Station Maintenance Services - Bid Form**

Travel Cost Breakdown:		Charge (\$)	Below, please indicate the <b>total travel cost</b> per crew, including mileage and man-hours, from your facility to <b>each individual city</b> .						
Mileage rate (\$ per mile)			<b>ZONE 1</b>	Beaches Energy Services	City of Green Cove Springs	City of Starke	City of Mt. Dora	New Smyrna Beach Utilities	
Travel Rate (\$ per hour per man)									
			<b>ZONE 2</b>	City of Bartow	City of Wauchula				
* NOTE: Please refer to the "FMPA Members by Zones" map for locations of zones and the cities therein.  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.  _____			<b>ZONE 3</b>	City of Clewiston	City of Homestead				Ft. Pierce Utilities Authority
			<b>ZONE 4</b>	Keys Energy Services					
			<b>ZONE 5</b>	Town of Havana					
Miscellaneous Charges:		Charge (\$)	Comments:						
Charge if work is cancelled prior to mobilization									
Charge if work is cancelled after mobilization									
Breakdown and setup costs									
Per diem rate if overnight stay is required									
Mark-up rate for materials									
Storm/Emergency-related response rate									
Additional charges (please provide explanation)									

**FLORIDA MUNICIPAL POWER AGENCY  
Substation and Generating Station Maintenance Services - Bid Form**

Hourly Charges:	Charge (\$)		Comments:
Hourly Cost (Straight Time) for Technician			
Overtime Hourly Cost for Technician			
Premium Hourly Cost for Technician			
Hourly Cost (Straight Time) for Technician Supervisor			
Hourly Charges:	Charge (\$)		Comments:
Hourly Cost (Straight Time) for Electrician			
Overtime Hourly Cost for Electrician			
Premium Hourly Cost for Electrician			
Hourly Cost (Straight Time) for Electrician Supervisor			



**FLORIDA MUNICIPAL POWER AGENCY  
Substation and Generating Station Maintenance Services - Bid Form**

**NOTE: Bidders are not required to bid on all areas listed in these specification areas on the follow pages.**

Check the box for the services your company is proficient in providing beyond general substation maintenance	<input checked="" type="checkbox"/>	List 2 references for companies which you've provided this service.
General Substation Site Inspection (Section 2)		
Circuit Breaker Inspection, Testing, and Maintenance (Section 3)		
Circuit Breaker Repair and Reconditioning (Section 4)		
Relay Inspection, Testing, Maintenance, & Repair (Section 5)		
Capacitor Bank Inspection, Testing, Maintenance, & Repair (Section 6)		
Meter Inspection & Testing (Section 7)		
Metal Clad Breaker Repair and Reconditioning (Section 8)		

**FLORIDA MUNICIPAL POWER AGENCY  
Substation and Generating Station Maintenance Services - Bid Form**

Check the box for the services your company is proficient in providing beyond general substation maintenance	<input checked="" type="checkbox"/>	List 2 references for companies which you've provided this service.
Power Transformer & LTC Inspection, Testing, Maintenance, and Repair (Section 9)		
Single Phase Voltage Regulators Inspection, Testing, Maintenance, and Repair (Section 10)		
Circuit Switcher and Disconnect Switch Inspection, Testing, Maintenance, and Repair (Section 11)		
Recloser Inspection, Testing, Maintenance, and Repair (Section 12)		
DC Control Circuitry Inspection, Testing, Maintenance, and Repair (Section 13)		
Protection Communication Systems Inspection, Testing, Maintenance, and Repair (Section 14)		

**FLORIDA MUNICIPAL POWER AGENCY  
Substation and Generating Station Maintenance Services - Bid Form**

Check the box for the services your company is proficient in providing beyond general substation maintenance		List 2 references for companies which you've provided this service.
Instrument Potential Transformer Inspection, Testing, Maintenance, and Repair (Section 15)	✓	
Current Transformer Inspection, Testing, Maintenance, and Repair (Section 16)		
Potential Circuit Tests (Section 17)		
Battery Inspection, Testing, Maintenance, and Repair Charger (Section 18)		
Annunciator Inspection, Testing, Maintenance, and Repair (Section 19)		
SCADA Equipment (Section 20)		
Mineral Oil Services (Section 21)		

**FLORIDA MUNICIPAL POWER AGENCY  
Substation and Generating Station Maintenance Services - Bid Form**

Check the box for the services your company is proficient in providing beyond general substation maintenance		✓	List 2 references for companies which you've provided this service.
Installation and Replacement of Equipment (Section 22)			
Live Line Insulator Washing (Section 23)			
Ground Grid Inspection, Testing, Maintenance, and Repair (Section 24)			

Some Participating Members may desire additional work listed below and would like pricing. This work may be performed by subcontractors.  
Bidders are not required to bid this work.

Miscellaneous - Additional Work:	Charge (\$)		Comments:
Fencing			
Trenching			
Control Building repairs			
Wiring			

# 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 Statute 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of business)

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

\_\_\_\_\_  
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 # 2022-034

We, the undersigned, have declined to bid on your Invitation to Bid Number 2022-034, October 2022, Florida Municipal Power Agency Joint Purchase Project Bid for Annual Requirement for the Provision of Substation and Generating Station Maintenance 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 qualified 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 # 2022-034

\_\_\_\_\_ 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: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



## Compliance Declaration

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

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Regarding Sections 61 through 72 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement  
Remedies  
Equal Employment Opportunity  
Contract Hours and Safety Standards Act  
Clean Air Act  
Federal Water Pollution Control Act  
Access to Records  
Suspension and Debarment  
Byrd Anti-Lobbying Amendment  
Procurement of Recovered Materials  
DHS Seal, Logo, and Flags  
Domestic Preference

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Signature of Contractor's Authorized Official

---

Name and Title of Contractor's Authorized Official

---

Date

## DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Proposer \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

Title \_\_\_\_\_

Complete Business Address of Proposer: \_\_\_\_\_  
\_\_\_\_\_

State of Incorporation \_\_\_\_\_

Complete Address of Principal Office \_\_\_\_\_  
\_\_\_\_\_

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

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

Telephone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

E-Mail \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The business name and address of \_\_\_\_\_  
[name of bidder or contractor]

is \_\_\_\_\_.

2. My relationship to \_\_\_\_\_  
[name of bidder or contractor]

is \_\_\_\_\_

[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

\_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

\_\_\_\_\_

Sworn to and subscribed before me in the state and county first mentioned

above on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

(Affix Seal)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Type or Printed Name

**DISPUTE DISCLOSURE**

**Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.**

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES             NO

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES             NO

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES             NO

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

***Project: FMPA ITB# 2022-034***

\_\_\_\_\_  
**Firm**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Officer Title**

\_\_\_\_\_  
**Printed or Typed Name**



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