



JOINT PURCHASE PROJECT

SPECIFICATION FOR

THE PROVISION OF

CONTINUOUS EMISSIONS

MONITORING AND COMPLIANCE

TEST SERVICES

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



**FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

BID DOCUMENT FOR OCTOBER 2020

BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
CONTINUOUS EMISSIONS MONITORING AND COMPLIANCE TEST SERVICES

TABLE OF CONTENTS

Table of Contents	i
Invitation to Bid	ii
Advertisement	iii
Terms and Conditions	TC-1 - TC-15
Technical Specification	
CEMS	CEMS-1 – CEMS-13
Bid Forms	BF-1 - BF- 3
Drug Free Workplace Compliance Form	DF-1
Statement of No Bid	SONB-1
Affidavit of Compliance	AOC-1 – AOC-5

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 2020-013
Date Issued: October 28, 2020
Telephone: (407) 355-7767

SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO BID OPENING AT 1:30 P.M. ON DECEMBER 2, 2020, WHICH WILL BE IN THE FMPA BOARD ROOM LOCATED IN THE FMPA ADMINISTRATION BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

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

DESCRIPTION

**OCTOBER 2020
FLORIDA MUNICIPAL POWER AGENCY
BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
CONTINUOUS EMISSIONS MONITORING AND COMPLIANCE TEST SERVICES**

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

PLACE OF DELIVERY: FOB DESTINATION

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

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

ADVERTISEMENT

Proposal For

**OCTOBER 2020
FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT
BID FOR ANNUAL REQUIREMENT
FOR THE PROVISION OF
CONTINUOUS EMISSIONS MONITORING AND COMPLIANCE TEST SERVICES
INVITATION TO BID FMPA 2020-013**

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 December 2, 2020, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for the Provision of Continuous Emissions Monitoring and Compliance Test Services for FMPA and the following FMPA Members: Kissimmee Utility Authority, Treasure Coast Energy Center, and Keys Energy Services.

Bid packages for this project may be obtained from FMPA, at the above address, by telephone (407) 355-7767, or via Internet e-mail from bidinfo@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 Continuous Emissions Monitoring and Compliance Test Services from companies who have established, through demonstrated expertise and experience that they are qualified to provide the Continuous Emissions Monitoring and Compliance Test Services specified.

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

Jacob Williams
General Manager
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY

JOINT PURCHASE PROJECT TERMS AND CONDITIONS

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

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

Those FMPA members desiring to share in the benefits of joint purchasing of services, materials, supplies and equipment have executed a project 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 FMPA and the following Participating Members: Kissimmee Utility Authority, Treasure Coast Energy Center, and Keys Energy Services. This bid is for the joint estimated annual requirement of Provision of Continuous Emissions Monitoring and Compliance Test Services as listed.

Contractors providing Continuous Emissions Monitoring and Compliance Test Services are being sought to support the FMPA Members with services relating to Continuous Emissions Monitoring and Compliance Test Services 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, AOC-1 through AOC-5, as applicable, of this bid package are required forms and **MUST** be included in Bidder's response appropriately filled out and signed.

- 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, to determine if addenda were issued and to make such addenda a part of their bid.

24. SEALED AND MARKED

One (1) signed copy of your bid **AND One** (1) electronic copy 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 to more than one firm; 5) award the contract on a total order basis, by individual zone, or on a line item basis.

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. CONTROL OF WORK AND SUBCONTRACTORS

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

40. 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.

41. 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.

42. MODIFICATION OR WITHDRAWAL OF BID

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

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

43. ERRORS IN BIDS

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

44. No Bid

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

45. DESCRIPTIVE INFORMATION

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

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

46. "OR EQUAL" INTERPRETATION

When a particular manufacturer's name or brand is specified along with the words "or equal", bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with 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.

47. USE OF TRADE NAMES

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

48. AUTHORIZED PRODUCT REPRESENTATION

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

49. REGULATIONS

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

50. CANCELLATION

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

51. ROYALTIES AND PATENTS

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

52. TAXES

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

53. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

54. PUBLIC ENTITY CRIMES

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

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

55. DRUG-FREE WORKPLACE

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

56. BID TABULATION

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

57. BUDGETARY CONSTRAINTS

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

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.

LOCATION OF FMPA MEMBERS State of Florida



TECHNICAL SPECIFICATION

FMPA SPECIFICATION
FOR
CONTINUOUS EMISSIONS MONITORING AND COMPLIANCE TEST SERVICES

1. GENERAL INFORMATION

The services to be provided include Continuous Emissions Monitoring System (CEMS) relative accuracy testing and source compliance testing for FMPA and two of its members. The participating members' facilities contain 11 sources (including bypass stacks) with CEMS that require annual or semi-annual relative accuracy testing. Additionally, the members have a total of 15 combustion sources requiring annual compliance testing for one or more of the following: nitrogen oxides (NO_x); carbon monoxide (CO); sulfur dioxide (SO₂); volatile organic compounds (VOC); particulate matter (PM); beryllium (Be); Ammonia (NH₃); and opacity.

Table 1 contains each member's basic operating data, Table 2 contains specific information on each member's Relative Accuracy Test Audit's (RATA) testing requirements, and Table 3 contains specific information on each member's annual compliance testing requirements. Please refer to each facility's current Title V Permit for specific information.

1.1 Participating FMPA Members

FMPA and some of its members are participating in this group bid. The location of each is noted on the preceding map of Florida.

FMPA has the following power plant site in St. Lucie County (Ft. Pierce): Treasure Coast Energy Center has a 300 MW combined cycle unit (Unit 1). Monitoring systems are in place for NO_x, CO, and O₂. Compliance testing is required for NO_x, CO, NH₃, and Opacity.

FMPA has the following power plant site in Monroe County (Key West), operated by Keys Energy Services: The Stock Island Power Plant contains the following units: one 2.2-MW peaking diesel unit (EP2); two 8.8-MW medium speed diesel units (MSD1, MSD2); one 23.5-MW Simple Cycle Combustion Turbine (CT1); two 19.77-MW Simple Cycle Combustion Turbines (CT2, CT3); and one 48MW Simple Cycle Combustion Turbine (CT4). The peaking diesel unit does not have CEMS, nor does it require compliance testing. The two medium speed diesels have NO_x and opacity monitors requiring relative accuracy testing and also require annual compliance tests for NO_x, PM, and opacity and permit renewal testing (every 5 yrs.) for CO. The four CTs require annual testing of NO_x, CO, and VE. After May 3, 2013, the two medium speed diesel units (MSD1, MSD2) will require compliance testing for every 3 years for the CO emissions reduction requirements of 40 CFR 63, Subpart ZZZZ. This testing will require CO testing upstream and downstream of the catalytic oxidizers installed in each engine's exhaust (dual exhaust, two catalyst modules per engine).

FMPA has the following power plant site in Osceola County (Kissimmee), operated by Kissimmee Utility Authority: Cane Island Power Park has a 40 MW simple cycle unit (#1), a 120 MW combined cycle unit (#2), a 250 MW combined cycle unit (#3), and a 300 MW combined cycle unit (#4). Monitoring systems are in place for NO_x, CO (#4 only), and O₂. Compliance testing is required for NO_x, CO, and Opacity.

2 CEMS RELATIVE ACCURACY TESTING

2.1 Testing Requirements

The participating members have CEMS consisting of NO_x, SO₂, CO₂, O₂, CO, flow and opacity analyzers. Table 2 contains specific information on each monitoring system. These systems must comply with either 40 CFR Part 60 or Part 75. In some cases the monitors must comply with both Part 60 and 75 regulations. The monitors require performance of relative accuracy testing either annually or semi-annually. Some facilities, Cane Island Units 2 and 3 for example, have primary and bypass stack monitoring systems, which may require relative accuracy testing annually or bi-annually.

Whenever possible, the members intend to have the relative accuracy and compliance testing performed simultaneously. However, bidders should specify costs for performing relative accuracy and compliance tests both separately, and for performing the tests simultaneously.

2.2 Test Methods

All relative accuracy testing must be performed according to the requirements specified in the federal regulations contained in 40 CFR 60 Appendix B or 40 CFR 75 Appendix A, whichever is applicable. In some cases a monitoring system must comply with both sets of regulations.

A minimum of nine (9) and a maximum of twelve (12) sets of runs will be performed for the relative accuracy testing. Calibration gases must be National Institute of Standards and Technology (NIST) Traceable Reference Materials, or Protocol 1 gases. Zero air material shall be certified not to contain concentrations of SO₂ or NO_x above 0.1 ppm or CO₂ above 400 ppm. Additionally, these gases must be obtained from specialty gas producers that participate in a Protocol Gas Verification Program (PGVP), as defined and specified in 40 CFR Parts 72 and 75. The instruments must be calibrated in accordance with federal requirements using protocol gases before and after each test run. Gas meters must be calibrated to within two percent at each calibration point.

2.3 Air Emissions Testing Body Requirements

All tests performed for compliance with 40 CFR 75 must be performed by an Air Emission Testing Body (AETB) that meets the applicable competency standards, including experience and knowledge of test methods for individuals conducting the tests, as specified in 40 CFR 75 and ASTM D7036-04.

2.4 CEM Data Tables

Tables 1 and 2 provide information on the combustion unit, the installed CEMS, flue gas characteristics, and stack dimensions. Table 2 also gives detailed information on each CEMS requiring relative accuracy testing for each site. Additional and more specific information is contained in each facility's Title V Permit, which may be obtained via <http://approd.dep.state.fl.us/air/emission/apds/default.asp>. The information contained therein shall take precedence over Tables 1 and 2.

COMPLIANCE TESTING

3.1 Testing Requirements

The participating members also have compliance testing requirements for their combustion units. Table 3 contains the specific information on required compliance testing. Whenever possible, the members will schedule relative accuracy testing simultaneous with compliance testing. Required compliance tests include SO₂, NO_x, VOC, CO, PM, beryllium, lead, mercury, arsenic, NH₃ Slip, and opacity testing.

3.2 Testing Methods

All tests will be conducted in accordance with Florida DEP regulations contained in Florida Administrative Code (FAC) 62-297, and US EPA regulations contained in 40 CFR 60 Appendix A, as required. The test methods specified in Table 3 were taken from the individual permit conditions. Copies of permits for each facility may be obtained from the DEP website at the following address: <http://approd.dep.state.fl.us/air/emission/apds/default.asp>. If attempts on this website are unsuccessful, please contact the participating members directly to obtain copies of their permit information.

FAC 62-297.310 specifies that for mass emission limitations, a compliance test shall consist of three complete and separate determinations of the total air pollutant emission rates and three complete and separate determinations of any applicable process variables. The three test runs must be completed within one consecutive five day period. The emission rate shall be the arithmetic average of the three separate test runs. Sampling times for each test run shall be no less than one hour and no greater than four hours. The sampling time at each sampling point shall be at equal intervals for durations of at least two minutes each. The minimum sample volume per run shall be 25 dry standard cubic feet.

The sampling nozzle and sampling time used for EPA Method 5 shall be selected such that the average sampling rate will be between 0.5 and 1.0 actual cubic feet per minute, and the required minimum sampling volume will be obtained. Analysis of the material caught in the impingers is required, and distilled or deionized water shall be used. Filter and acetone blanks are also to be used. The sampling train shall be leak-checked by plugging the nozzle and obtaining a 15-inch Hg vacuum.

A lower vacuum level may be used provided such level is not exceeded during actual testing. Leakage rates in excess of four percent of the average sampling rate of 0.02 cfm must be voided or corrected for in the computed test results as shown in EPA Method 5. The total particulate catch is the sum of the weights obtained from the filter analysis, the wash analysis, and the impinger water analysis, less the water and filter blank analysis weights. Particulates and SO₂ may not be determined simultaneously.

For opacity compliance tests, the minimum period of observation per test shall be sixty minutes for major sources and thirty minutes for minor sources. Observations shall be made and recorded by a certified observer at sequential fifteen (15) second intervals during the required period of observation. For a set of observations to be acceptable, the observer shall have made and recorded no less than 90 percent of the possible individual observations during the required observation period.

FMPA have combined cycle units regulated under 40 CFR 60 Subpart GG and/or Subpart KKKK, New Source Performance Standards for Gas Turbines. All requirements of Subpart GG and/or Subpart KKKK must be met. Additionally, FMPA has diesel engine units regulated under 40 CFR 63 Subpart ZZZZ. All requirements of Subpart ZZZZ must be met.

3.3. Compliance Test Data

Table 3 gives detailed information on each member's compliance testing requirements. The table specifies the units to be tested, the size of the units, the pollutants to be tested, pollutant permit limits, and the scheduling requirements. Please refer to each facility's Title V Permit for specific information. The information contained therein shall take precedence over Table 3.

2. SCHEDULING

4.1 Scheduling Requirements

Contained in Tables 2 and 3 are the scheduling requirements of each member for relative accuracy and compliance testing. Each member has specified the time frame in which they are required to perform relative accuracy tests and compliance tests. The relative accuracy tests and compliance tests will be performed simultaneously whenever possible. The individual members will contact the testing firm to schedule testing. Conflicts in scheduling requirements between members may necessitate the use of multiple testing crews.

3. QUALITY ASSURANCE / QUALITY CONTROL REQUIREMENTS

All testing must comply with federal requirements specified in 40 CFR 60 Appendices A and B, 40 CFR 75 Appendix A, and Florida Administrative Code 62-297.

The re-run of any test due to an error by the testing company will be performed by the testing team at no additional cost.

For Method 5 tests, a QC blank sample, consisting of an aliquot of the acetone solvent used for train recovery will be prepared. Additionally, a field blank filter mounted in a filter holder must be used. The total particulate catch is the sum of the weights obtained from the filter analysis, the wash analysis, and the impinger water analysis, less the water and filter blank analysis weights.

Calibration gases must be NIST Traceable Reference Materials, or Protocol 1 gases. Zero air material shall be certified not to contain concentrations of SO₂ or NO_x above 0.1 ppm or CO₂ above 400 ppm. The zero

air material shall not contain concentrations of other gases that will interfere with instrument readings. For the calibration of the CO gas analyzer, a minimum of three gas mixtures (high, mid-range, and zero) is to be used. The CO calibration gas shall be CO in N₂.

For the calibration of a NO_x analyzer for a Method 7E test, a minimum of three gas mixtures (high, mid-range, and zero) is to be used. The NO_x calibration gas shall be NO in N₂. Four calibration gas mixtures shall be used for a Method 20 NO_x test. The four concentrations shall be: high level (80 to 90 percent of span); mid-level (45 to 55 percent of span); low level (20 to 30 percent of span); and zero gas of less than 0.25 percent of span.

All calibrations will be performed according to federal requirements and guidelines. However, in all cases the pitot tubes used for relative accuracy tests shall be calibrated in a wind tunnel instead of using the standard coefficient.

All necessary testing equipment shall be provided by the testing firm unless the testing firm specifies otherwise. Support requirements for on-site testing should be specified, such as electrical connections, instrument air, etc. The testing firm will be required to supply any air cleanup system necessary for cleaning instrument air to meet requirements. Instrument air may contain oil, water, and some pollutant contaminants such as CO and NO_x.

6 WORK PRODUCTS

6.1 On-site Test Results

The testing firm will provide on-site preliminary test results for relative accuracy tests including bias adjustment factors. Preliminary results of compliance tests using gas analyzers will also be provided on-site. On-site preliminary results of tests requiring laboratory analysis will be supplied if specifically requested by a member.

In accordance with federal requirements, the testing firm will also provide on-site results of relative accuracy tests.

6.2 Reports

The testing firm will provide final reports to each member within three weeks after testing. Four bound copies of each report will be submitted to each member. The reports must be generated in accordance with Florida Administrative Code and federal requirements, as well as any applicable permit requirements and local regulations. Certifications on calibration gases and records of calibrations used must be included in the reports. Additionally, the applicable gas vendor PGVP information and testing firm AETB certification information shall be provided as specified in 40 CFR 75.

If requested by a member, or required by any FDEP district, reports will also be provided in electronic form for submittal by email or CD/DVDs.

7 BID REQUIREMENTS

7.1 Bid Contents

Bids will include the following items:

- Completed pages BF-1 through BF-3
- Description of major test equipment to be used
- Information on personnel and qualifications of testing crew
- Name and qualifications of any subcontractors
- Test support requirements (electrical connections, instrument air, etc.)

Each bidder must complete the bid forms shown on pages BF-1 through BF-3, which contain an itemized list of all testing requirements. Bidders must fill in the appropriate cost for each of the test items. Brief comments can be noted in the comment column. Bidders may include attachments to the table if additional space is necessary.

The bid forms contain the following cost items:

- The cost for mobilization, including any de-mobilization costs, as well as setup and breakdown costs. The table contains a separate mobilization line item for particulate or NH₃ testing for use if a bidder anticipates this cost to be different.
- A line item for costs associated with moving from one site to another during the same trip. This would cover a member having testing performed at multiple sites, or multiple members coordinating testing during the same trip.
- Line items for relative accuracy testing for SO₂, NO_x, CO, and CO₂ monitors. The costs specified here should be the cost of relative accuracy testing performed independently of any compliance testing.
- Line items for compliance testing of SO₂, NO_x, particulates, opacity, and CO. Where different methods for measuring the same pollutant are specified in Table 2, separate line items are noted for each method. A bidder may specify different costs depending upon the method required. If a bidder wishes to propose a different method, the method should be specified in the comment section of the table.
- Discounts for simultaneous performance of relative accuracy and compliance tests for SO₂, CO, and NO_x. This discount would be applied to the additive cost of relative accuracy and compliance testing for SO₂, CO, and NO_x.
- Specific costs for standby time should be noted.
- Test cancellation charges should be specified in the event that a member cancels a test. A separate cost can be specified for cancellation prior to mobilization, and cancellation after mobilization.
- A separate column entitled "charge for retest" is included in the table. A separate charge for

a retest should be specified for the case where a relative accuracy or compliance test fails or requires retesting for a reason other than test-team error. This can be specified for each type of test.

In addition to completing pages BF-1 through BF-3, the bidder should include the following information:

- Number of years your company has been in the business of performing air compliance testing and monitor certification testing.
- Recent experience your company has in performing air compliance and monitor certification testing. Please supply the date, facility, location, type of source, and type of testing performed.
- Major test equipment to be used for each test. This would include the type and model of analyzers to be used and a description of the particulate train. Include gas monitor ranges.
- Number of personnel to be used for testing on-site. Specific qualifications of each crew member and crew leader should be included. If personnel other than those included in the bid will be used for actual testing, the qualifications of the additional personnel must be submitted to the members for approval prior to testing. Members will have the discretion to disallow the use of additional personnel that they deem not qualified to perform the work.
- Identification and qualification of subcontractors should be included if the need for their use is anticipated. No more than 30 percent of the work should be performed by subcontractors.
- Support requirements for on-site testing should be specified, such as electrical connections, instrument air, etc.

Table 1

FACILITY OPERATING DATA

SITE	MODEL MANUFACTURER	UNIT IDENTIFICATION	FUELS main backup	SIZE OF UNIT (mmbTU/hr)	FLUE GAS TEMP (F)	FLUE GAS MOISTURE (%)	POLLUTANTS MONITORED	NORMAL OPERATING POLLUTANTS CONCENTRATION (ppmvd @ 15% O ₂ , unless otherwise specified)
FMPA Treasure Coast Energy Ctr.	GE Frame 7 FA	300 MW CC Unit 1	Natural Gas No. 2 Fuel Oil 0.0015% S	1900 (HHV) 1986 (HHV) 565.3 (DB, HHV)	210 F (DB off) 190 F (DB on)	9% (DB off) 12% (DB on)	NOx Gas duct burner off NOx Gas duct burner on NOx Oil duct burner off NOx Oil duct burner on CO Gas duct burner off CO Gas duct burner on CO Oil duct burner off CO Oil duct burner on NH3 Slip duct burner off NH3 Slip duct burner on Opacity Gas Opacity Oil	1.6 1.6 6.29 5.99 0.29 0.28 1.00 1.45 0.026 0.052 0% 0%
FMPA Stock Island	PC 2.6V Coal Pielstick/Fairbanks	8.8 MW Medium Speed MSD 1	No. 2 Fuel Oil 0.0015% S	85	710 F	7%	NOx Opacity	580 3%
	PC 2.6V Coal Pielstick/Fairbanks	8.8 MW Medium Speed MSD 2	No. 2 Fuel Oil 0.0015% S	85	690 F	7%	NOx Opacity	600 4%
	GE Frame 5 PG5 341	23.5 MW CT CT 1	No. 2 Fuel Oil 0.0015% S	312	900 F	6%	NOx PM/PM10 CO VE	64 ppm 1.6 lb/hr 8.5 ppm 0%
	GE Frame 5	19.77 MW CT CT 2	No. 2 Fuel Oil 0.0015% S	305	960 F	7.8%	NOx PM/PM10 CO VE	42 ppm 10 lb/hr 13 ppm 0%
	GE Frame 5	19.77 MW CT CT 3	No. 2 Fuel Oil 0.0015% S	305	960 F	7.8%	NOx PM/PM10 CO VE	33 ppm 10 lb/hr 22 ppm 0%
	GE LM 6000	48 MW CT CT 4	No. 2 Fuel Oil 0.0015% S	305			NOx CO VE	40 19 0%

Table 1

FACILITY OPERATING DATA

SITE	MODEL MANUFACTURER	UNIT IDENTIFICATION	FUELS main backup	SIZE OF UNIT (mmBTU/hr)	FLUE GAS TEMP (F)	FLUE GAS MOISTURE (%)	POLLUTANTS MONITORED	NORMAL OPERATING POLLUTANTS CONCENTRATION (ppmvd @ 15% O ₂ , unless otherwise specified)
FMPA Cane Island 1	GE LM 6000	40 MW Unit #1	Natural Gas No. 2 Fuel Oil 0.05 % S	367 (LHV) 372 (LHV)	1008 F	8 - 12%	NOx Gas NOx Oil CO Gas CO Oil VOC Gas VOC Oil PM Gas PM Oil SO ₂ Gas SO ₂ Oil H ₂ SO ₄ Gas H ₂ SO ₄ Oil Opacity Gas Hg Oil Ag Oil Be Oil Pb Oil	25 42 30 63 1.4 lbs/Hr 3.0 lbs/Hr 0.0245 lbs/MMBtu 0.0323 lbs/MMBtu Nil 20 lbs/Hr Nil 2.2 lbs/Hr 10% at full load 3.1 x 10 ⁻⁶ lb/MMbtu 4.2 x 10 ⁻⁶ lb/MMbtu 2.5 x 10 ⁻⁶ lb/MMbtu 2.8 x 10 ⁻⁵ lb/Mmbtu
Cane Island 2	GE Frame 7 EA	120 MW CC Unit #2	Natural Gas No. 2 Fuel Oil 0.05% S	869 (LHV) 928 (LHV)	Blr Inlet 1020 F Stack 255 F	8 - 12%	NOx Gas NOx Oil CO Gas CO Oil VOC Gas VOC Oil PM Gas PM Oil SO ₂ Gas SO ₂ Oil H ₂ SO ₄ Gas H ₂ SO ₄ Oil Opacity Gas Opacity Oil Hg Oil As Oil Be Oil Pb Oil	15 42 20 20 2.0 lbs/Hr 5 lbs/Hr 0.0100 lbs/MMBtu 0.0162 lbs/MMBtu Nil 52 lbs/Hr Nil 5.72 lbs/Hr 10% at full load 10% at full load 3.0 x 10 ⁻⁶ lb/MMbtu 4.2 x 10 ⁻⁶ lb/MMbtu 2.5 x 10 ⁻⁶ lb/MMbtu 2.8 x 10 ⁻⁵ lb/Mmbtu
Cane Island 3	GE Frame 7 FA	250 MW CC Unit #3	Natural Gas No. Fuel Oil 0.05% S	1696 (LHV) 1910 (LHV) 44 (DB, LHV)	Blr Inlet 1020 F Stack 255 F	8 - 12%	Nox Gas NOx Oil CO Gas duct burner off CO Gas duct burner on CO Oil duct burner off CO Oil duct burner on VOC Gas duct burner off VOC Gas duct burner on VOC Oil duct burner off VOC Oil duct burner on SO ₂ Gas SO ₂ Oil NH ₃ Slip Opacity Gas Opacity Oil	3 15 20 20 20 30 1.4 ppm 4 ppm 10 ppm 10 ppm Nil 38.1 TPY 5 ppmvd 10% at full load 10% at full load

Table 1

FACILITY OPERATING DATA

SITE	MODEL MANUFACTURER	UNIT IDENTIFICATION	FUELS main backup	SIZE OF UNIT (mmbTU/hr)	FLUE GAS TEMP (F)	FLUE GAS MOISTURE (%)	POLLUTANTS MONITORED	NORMAL OPERATING POLLUTANTS CONCENTRATION (ppmvd @ 15% O ₂ , unless otherwise specified)
Cane Island 4	GE Frame 7 FA	300 MW CC Unit #4	Natural Gas	1900 (HHV) 600 (DB, HHV)	200 F (DB off) 180 F (DB on)	9% (DB off) 12% (DB on)	NO _x Gas duct burner off NO _x Gas duct burner on CO Gas duct burner off CO Gas duct burner on NH ₃ Slip duct burner off NH ₃ Slip duct burner on Opacity Gas duct burner off Opacity Gas duct burner on	1.8 1.7 0.13 0.25 0.05 0.10 0 0.63

Table 2

CONTINUOUS EMISSION MONITORING DATA

SITE	MODEL MANUFACTURER	UNIT IDENTIFICATION	POLLUTANTS MONITORED	ANALYZER MANUFACTURER MODEL NO.	TYPE	40 CFR 60 OR 40 CFR 75	SPAN	DRY OR WET	RATA SCHEDULE	STACK HEIGHT (ft)	EXIT DIAMETER (ft)
FMPA											
Treasure Coast	GE Frame 7 FA	300 MW CC Unit #1	NOx High NOx Low CO High CO Low O2 DAHS	TECO 42iLS TECO 42iLS TECO 48i TECO 48i SERVOMEX 1440D B&W NetDAHS	Extractive	Part 60 (K K K K) Part 75	200 ppm 10 ppm 1200 ppm 10 ppm 25%	Dry	Annually 2nd Qtr.	170	19
FMPA											
Stock Island MSD1	PC 2.6V Coal Pielstick Fairbanks Morse	8.8 MW Medium Speed MSD #1	NOx Opacity DAHS	Thermo Environmental Model 42 Thermo Environmental VIM	Dilution Cross Stack In Situ	Part 60 100%	1000 ppm 100%	Wet	Annually 1st Qtr.	100	11
Stock Island MSD2	PC 2.6V Coal Pielstick Fairbanks Morse	8.8 MW Medium Speed MSD #2	NOx Opacity DAHS	Thermo Environmental Model 42 Thermo Environmental VIM	Dilution Cross Stack In Situ	Part 60 100%	1000 ppm 100%	Wet	Annually 1st Qtr.	100	11
Stock Island CT4	GE LM 6000	48MW CT-4	NOx O2 DAHS	TECO 42CLS SERVOMEX 1440D B&W NetDAHS	Extractive	Part 60 (GG) Part 75	200 ppm 25%	Dry	Annually 1st Qtr.	60	9
FMPA											
Cane Island 1	GE LM 6000	40 MW Unit #1	NOx O2 DAHS	TECO 42iLS SERVOMEX 1440D B&W NetDAHS	Dilution	Part 60 (GG) Part 75	30 ppm/200 ppm 25%	Dry	Annually 3rd. Qtr.	65	10.33 (124")
Cane Island 2	GE Frame 7 EA	120 MW CC Unit #2	NOx O2 DAHS	TECO 42iLS SERVOMEX 1440D B&W NetDAHS	Dilution	Part 60 (GG) Part 75	20 ppm/200 ppm 25%	Dry	Annually 3rd. Qtr.	75	16
Cane Island 3	GE Frame 7 FA	250 MW CC Unit #3	NOx O2 DAHS	TECO 42CLS SERVOMEX 1440 B&W NetDAHS	Dilution	Part 60 (GG) Part 75	10 ppm/100 ppm 25%	Dry	Annually 3rd. Qtr.	130 100 (Bypass)	16
Cane Island 4	GE Frame 7 FA	300 MW CC Unit #4	NOx High NOx Low CO High CO Low O2 DAHS	TECO 42iLS TECO 42iLS TECO 48i TECO 48i SERVOMEX 1440D B&W NetDAHS	Extractive	Part 60 (K K K K) Part 75	200 ppm 10 ppm 1200 ppm 10 ppm 25%	Dry	Annually 3rd Qtr.	170	19

Table 3

COMPLIANCE TEST DATA SUMMARY

SITE	MODEL MANUFACTURER	UNIT IDENTIFICATION	SIZE OF UNIT (mmBTU/hr)	POLLUTANTS REQUIRING TESTING	PERMIT LIMIT	TEST METHOD	COMPLIANCE TESTING SCHEDULE
FMPA Treasure Coast Energy Ctr.	GE Frame 7 FA	300 MW Combined Cycle w/ Duct Burners Unit #1	1900 (CT, Gas, HHV) 1986 (CT, Oil, HHV) 565.3 (DB, Gas, HHV)	NOx Gas DB Off NOx Gas DB On NOx Oil DB Off NOx Oil DB On CO Gas DB Off CO Gas DB On CO Oil DB Off CO Oil DB On NH3 Slip, DB On/Off Opacity Gas, DB On/Off Opacity Oil, DB On/Off	2.0 ppmvd@15% O2, 13.9 lb/hr 2.0 ppmvd@15% O2, 17.7 lb/hr 8.0 ppmvd@15% O2, 62.0 lb/hr 8.0 ppmvd@15% O2, 78.0 lb/hr 4.1 ppmvd@15% O2, 17.2 lb/hr 7.6 ppmvd@15% O2, 40.1 lb/hr 8.0 ppmvd@15% O2, 37.8 lb/hr 8.0 ppmvd@15% O2, 47.3 lb/hr 5 ppmvd @ 15% O2 10% at full load 10% at full load	EPA Method 7E EPA Method 7E EPA Method 7E EPA Method 7E EPA Method 10 EPA Method 10 EPA Method 10 EPA Method 10 EPA Method 10 EPA Method 9 EPA Method 9	Annually Second Quarter
FMPA Stock Island	Colt Pielstick Fairbank Morse PC-2.6V	8.8 MW Medium Speed Diesel MSD #1	85.4 (Oil, HHV)	NOx PM/PM10 Opacity *CO *VOC **CO Reduction	160.9 lb/hr, 6.0 g/hp-hr 8.54 lb/hr, 0.1 lb/mmBTU 20% 53.6 lb/hr, 2.0 g/hp-hr 26.81 lb/hr, 1.0 g/hp-hr CO emissions (ppmvd @ 15% O2) reduced must be reduced by at least 70% across each of 2 catalyst modules	EPA Method 20 EPA Method 5 EPA Method 9 EPA Method 10 EPA Method 25 (not 25A) EPA Method 10, EPA Method 3A	Annually Second Quarter * Permit Renewal Only (every 5 years) ** Every 3 years
	Colt Pielstick Fairbank Morse PC-2.6V	8.8 MW Medium Speed Diesel MSD #2	85.4 (Oil, HHV)	NOx PM/PM10 Opacity *CO *VOC **CO Reduction	160.9 lb/hr, 6.0 g/hp-hr 8.54 lb/hr, 0.1 lb/mmBTU 20% 53.6 lb/hr, 2.0 g/hp-hr 26.81 lb/hr, 1.0 g/hp-hr CO emissions (ppmvd @ 15% O2) reduced must be reduced by at least 70% across each of 2 catalyst modules	EPA Method 20 EPA Method 5 EPA Method 9 EPA Method 10 EPA Method 25 (not 25A) EPA Method 10, EPA Method 3A	Annually Second Quarter after 400 hours of operation * Permit Renewal Only (every 5 years) ** Every 3 years
	GE Frame 5 PG5 341	23.5 MW Simple Cycle CT-1	312 (Oil, HHV)	NOx PM/PM10 CO VE	75 ppmvd @ 15% O2, 96 lb/hr @ 15% O2 18 lb/hr 20 ppm @ 15% O2, 64 lb/hr 20%	EPA Method 20 EPA Method 5 EPA Method 10 EPA Method 9	Annually Second Quarter after 400 hours of operation
	GE Frame 5	19.77 MW Simple Cycle CT-2	305 (Oil, HHV)	NOx PM/PM10 CO VE	75 ppmvd @ 15% O2, 93.8 lb/hr @ 15% O2 16.6 lb/hr 25.2 lb/hr 20%	EPA Method 20 EPA Method 5 EPA Method 10 EPA Method 9	Annually Second Quarter after 400 hours of operation
	GE Frame 5	19.77 MW Simple Cycle CT-3	305 (Oil, HHV)	NOx PM/PM10 CO VE	75 ppmvd @ 15% O2, 93.8 lb/hr @ 15% O2 16.6 lb/hr 25.2 lb/hr 20%	EPA Method 20 EPA Method 5 EPA Method 10 EPA Method 9	Annually Second Quarter after 400 hours of operation
	GE LM 6000	48 MW Simple Cycle CT-4	305 (Oil, HHV)	NOx CO VE	42 ppmvd @ 15% O2 30.0 ppmvd @ 15% O2, 33.0 lb/hr 10%	EPA Method 20 EPA Method 10 EPA Method 9	Annually Second Quarter after 400 hours of operation
FMPA Cane Island 1	GE LM 6000	40 MW Simple Cycle Unit #1	367 (Gas, LHV) 372 (Oil, LHV)	NOx Gas NOx Oil CO Gas CO Oil Opacity Gas Opacity Oil *PM Gas *PM Oil *VOC Gas *VOC Oil	25 ppmvd @ 15% O2 42 ppmvd @ 15% O2 30 ppmvd @ 15% O2 63 ppmvd @ 15% O2 10% at full load 10% at full load 0.0245 lbs/MMBtu 0.0323 lbs/MMBtu 1.4 lb/hr 3 lb/hr	EPA Method 7E EPA Method 7E EPA Method 10 EPA Method 10 EPA Method 9 EPA Method 9 EPA Method 5 EPA Method 5 EPA Method 25A EPA Method 25A	Annually Third Quarter for fuels used more than 400 hours * Permit Renewal Only (every 5 years)

* Note: Refer to Title V Permit for specific requirements.

Table 3

COMPLIANCE TEST DATA SUMMARY

SITE	MODEL MANUFACTURER	UNIT IDENTIFICATION	SIZE OF UNIT (mmBTU/hr)	POLLUTANTS REQUIRING TESTING	PERMIT LIMIT	TEST METHOD	COMPLIANCE TESTING SCHEDULE
FMPA Cane Island 2	GE Frame 7 EA	120 MW Combined Cycle w/ Bypass Stack Unit #2	869 (Gas, LHV) 928 (Oil, LHV)	NOx Gas	15 ppmvd @ 15% O2	EPA Method 7E	Annually Third Quarter for fuels used more than 400 hours * Permit Renewal Only (every 5 years)
				NOx Oil	42 ppmvd @ 15% O2	EPA Method 7E	
				CO Gas	20 ppmvd @ 15% O2	EPA Method 10	
				CO Oil	20 ppmvd @ 15% O2	EPA Method 10	
				Opacity Gas	10% at full load	EPA Method 9	
				Opacity Oil	10% at full load	EPA Method 9	
				*PM Gas	0.010 lbs/MMBtu	EPA Method 5	
				*PM Oil	0.0162 lbs/MMBtu	EPA Method 5	
				*VOC Gas	2 lb/hr	EPA Method 25A	
				*VOC Oil	5 lb/hr	EPA Method 25A	
Cane Island 3	GE Frame 7 FA	250 MW Combined Cycle w/ Bypass Stack w/ Duct Burner Unit #3	1696 (CT, Gas, LHV) 1910 (CT, Oil, LHV) 44 (DB, Gas, LHV)	NOx Gas	3.5 ppmvd @ 15% O2, 26 lb/hr	EPA Method 7E	Annually Third Quarter for fuels used more than 400 hours * Permit Renewal Only (every 5 years)
				NOx Oil	15 ppmvd @ 15% O2, 108 lb/hr	EPA Method 7E	
				CO Gas DB Off	12 ppm, 43 lb/hr	EPA Method 10	
				CO Gas DB On	20 ppm, 71 lb/hr	EPA Method 10	
				CO Oil DB Off	20 ppm, 71 lb/hr	EPA Method 10	
				CO Oil DB On	30 ppm, 108 lb/hr	EPA Method 10	
				Opacity Gas	10% at full load	EPA Method 9	
				Opacity Oil	10% at full load	EPA Method 9	
				*NH3 Slip	5 ppmvd @ 15% O2	EPA CTM - 027	
				*VOC Gas DB Off	1.4 ppm, 3 lb/hr	EPA Method 25A	
				*VOC Gas DB On	4 ppm, 8.5 lb/hr	EPA Method 25A	
				*VOC Oil DB Off	10 ppm, 21.4 lb/hr	EPA Method 25A	
				*VOC Oil DB On	10 ppm, 21.4 lb/hr	EPA Method 25A	
Cane Island 4	GE Frame 7 FA	300 MW Combined Cycle w/ Duct Burners Unit #4	1900 (CT, Gas, HHV) 600 (DB, Gas, HHV)	NOx Gas DB Off	2.0 ppmvd@15% O2, 13.4 lb/hr	EPA Method 7E	Annually Third Quarter
				NOx Gas DB On	2.0 ppmvd@15% O2, 17.6 lb/hr	EPA Method 7E	
				CO Gas DB Off	4.1 ppmvd@15% O2, 16.7 lb/hr	EPA Method 10	
				CO Gas DB On	7.6 ppmvd@15% O2, 40.8 lb/hr	EPA Method 10	
				NH3 Slip, DB On/Off	5 ppmvd @ 15% O2	EPA CTM - 027	
				Opacity Gas, DB On/Off	10% at full load	EPA Method 9	

* Note: Refer to Title V Permit for specific requirements.

**PROPOSAL TO FURNISH AND DELIVER
CONTINUOUS EMISSIONS MONITORING AND
COMPLIANCE TEST SERVICES SERVICE
FOR THE FLORIDA MUNICIPAL POWER AGENCY**

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-3.

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

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

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-3.

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

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

Number _____ Dated _____
Number _____ Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

FLORIDA MUNICIPAL POWER AGENCY
Continuous Emissions Monitoring and Compliance Testing Services

Item	Charge for Initial Test (\$)	Charge for Retest (\$)	Comments
*Mobilization for RATA OR PM Compliance Test			# of men mobilized:
*Mobilization for RATA AND PM Compliance Test			# of men mobilized:
*Mobilization, Visible Emissions Test Only			
Breakdown and setup costs when testing multiple sources on the same trip (same utility)			
Relative Accuracy Tests:			
SO2			
Nox			
CO2			
CO			
Flow			
O2			
Preparation of EDR Quarterly File Attachment:			
SO2			
Nox			
CO2			
Flow			
Compliance Tests:			
Particulates (Method 5)			
Particulates (Method 17)			
Nox (Method 7)			
Nox (Method 7E)			
Nox (Method 20)			
Single Load Nox (Method 20)			
Four Load Nox (Method 20)			
Nox (Other Method, specify)			
Opacity (Method 9)			
CO (Method 10)			
SO2 (Method 6)			
SO2 (Method 6C)			
SO2 (Method 20)			
VOC (Method 25)			
VOC (Method 25A)			
NH3 Slip (Method CTM 027)			

FLORIDA MUNICIPAL POWER AGENCY
 Continuous Emissions Monitoring and Compliance Testing Services

Discount for simultaneous Relative Accuracy and Compliance Tests:			
SO2			
Nox			
CO			
Standby time: (\$ / hr) for entire test crew			
Standby time: (per diem rate if overnight stay is required)			
Charge if test is canceled prior to mobilization			
Charge if test is canceled after mobilization			
Hourly rates:			
Weekend hourly rates:			
Holiday hourly rates:			
Additional cost for filing Stack Test Reports via e-mail (STREM), in addition to hard copy reports.			
Additional cost (or discount) for filing STREM in lieu of hard copy reports.			

*Note: Mobilization costs should include costs for demobilization

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 # 2020-013

We, the undersigned, have declined to bid on your Invitation to Bid Number 2020-013, October 2020, Florida Municipal Power Agency Joint Purchase Project Bid for Annual Requirement for the Provision of Continuous Emissions Monitoring and Compliance Test Services for the following reasons:

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

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of 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 # 2020-013

_____ We DO NOT take exception to the Bid Specifications.

_____ We TAKE exception to the Bid Specifications as follows:

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

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

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# 2019-013

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name



Thanks for your interest in serving our Members.