



**Florida Municipal Power Agency**

**REQUEST FOR PROPOSALS**

**FOR**

**MOBILE SUBSTATION SERVICES**

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

---

**NOTICE:** Because purchases pursuant to this RFP may qualify for Federal Emergency Management Agency (“FEMA”) financial assistance, this Request for Proposal 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.

---

REQUEST FOR PROPOSALS  
(This is not an order)

R  
E Florida Municipal Power Agency  
T TO: 8553 Commodity Circle  
U Orlando, Florida 32819  
R Attn: Sharon Samuels  
N

FMPA RFP# 2022-208

Date Issued: September 6, 2022

Telephone: (407) 355-7767

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT 10:00 A.M. ON THURSDAY, OCTOBER 20, 2022, WHICH WILL BE IN THE FMPA 1<sup>ST</sup> FLOOR CONFERENCE ROOM LOCATED IN THE FMPA BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Proposals shall include the required forms provided and must be manually signed.
- Proposals shall be sealed in an envelope with the proposal number, opening date, and time clearly indicated on the outside of the envelope.
- Proposals received after the opening date and time may be rejected.
- The attached Request for Proposals shall become part of any purchase order resulting from this Request for Proposal.

---

DESCRIPTION

---

SEPTEMBER 2022

**FLORIDA MUNICIPAL POWER AGENCY  
REQUEST FOR PROPOSALS  
FOR  
MOBILE SUBSTATION SERVICES**

See attached Request for Proposal, General Conditions, Specifications, and Proposal Forms for detailed description.

---

It is the intent and purpose of the Florida Municipal Power Agency that this Request for Proposal promotes competitive bidding. It shall be the proposer's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal 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 proposal opening date.

**ADVERTISEMENT**

Proposals for Mobile Substation Services

**September 2022**

**FLORIDA MUNICIPAL POWER AGENCY  
PROPOSALS FOR MOBILE SUBSTATION SERVICES**

**REQUEST FOR PROPOSALS  
RFP# 2022-208**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until 10:00 a.m., October 20, 2022, when at that time Proposals will be opened publicly by an FMPA representative.

The proposal is for Mobile Substation Services as more fully described in the RFP package.

RFP packages for this project may be obtained from FMPA at the above address, by telephone (407) 355-7767, via email request to [bidinfo@fmpa.com](mailto:bidinfo@fmpa.com), or via Internet download at [www.fmpa.com](http://www.fmpa.com).

No proposal may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of proposals. Proposals received after the day and time stated above will not be considered and may be returned to the proposer unopened.

Proposals will be accepted for Mobile Substation Services from companies that have established, through demonstrated expertise and experience, that they are qualified to provide the services as specified.

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

Jacob Williams  
General Manager and CEO  
Florida Municipal Power Agency

**FLORIDA MUNICIPAL POWER AGENCY**  
**Request for Proposals for Mobile Substation Services**

**1. FMPA Description**

Formed by the Florida Legislature in February 1978, the Florida Municipal Power Agency (FMPA) is a non-profit, joint action agency created to serve the needs of municipal electric utilities in Florida. Of the 34 municipal systems in the state, 31 are FMPA Members who participate at varying levels in Agency activities.

Member utilities of the Agency serve approximately 2 million Floridians. Each Member appoints one representative to the Board of Directors which governs the Agency’s activities. Thirteen Members currently purchase power from the Agency through the All-Requirements Project (ARP). For more information on FMPA, please visit our website at [www.fmpa.com](http://www.fmpa.com).

**2. General Description of Services Sought**

The purpose of this RFP is to solicit proposals from qualified bidders interested in providing mobile substation service to the following FMPA member utilities:

<b>Member City</b>	<b>No. of Substations</b>	<b>No. of Transformers</b>
Beaches Energy Services (Jacksonville Beaches)	5	10
Utilities Commission, City of New Smyrna Beach	3	6
City of Winter Park	2	5
City of Leesburg	5	11
City of Bartow	6	7
City of Lake Worth Beach	2	3
Homestead Energy Services	3	5
Keys Energy Services (Key West)	9	14
<b>Total for Participating Members</b>	<b>35</b>	<b>61</b>

FMPA is requesting detailed information regarding prospective bidder’s capabilities for providing mobile substation service to be used by FMPA member utilities during emergency and planned outages. The following activities are considered part of the mobile substation services being sought.

1. Design and construction of the mobile substation meeting the technical requirements laid out on the RFP. If a bidder determines that a single transformer is not feasible due to size or weight restrictions, FMPA will consider alternatives such as two separate mobile substations or a single mobile substation that can accommodate one of two transformers to cover all possible voltage combinations. Other cost-effective design approach may be considered. The selected bidder will own the mobile substation.
2. Storage of the mobile substation at a secure site. The location chosen shall enable quick deployment to the participating FMPA member cities.

3. Regular maintenance of the mobile substation in accordance with manufacturer recommendations and standard industry practices.
4. Deployment of the mobile substation, including all considerations for transportation requirements and permitting as necessary.
5. Commissioning of the mobile substation after deployment.
6. De-commissioning of the mobile substation and transportation back to the storage site.

FMPA envisions establishing a single contract with the selected vendor which terms will govern for any future work assignments requested of the FMPA members.

Award of the services and contract, with the selected vendor(s), is contingent on FMPA's Executive Committee and/or Board of Directors approval for the project.

### **3. Scope of Services**

#### **1. General Details**

- 1.1. The scope of services required by FMPA in connection with this RFP include designing, constructing, storing, maintaining, deploying, installing, commissioning and removal of the mobile substation. It is acceptable for the selected bidder to procure the design and or construction portions.
- 1.2. Additional responsibilities will be defined prior to executing a contract.
- 1.3. The specifications in this document refer to a single mobile substation, although FMPA recognizes that multiple units may be required to meet the technical requirements contained in the specifications.
- 1.4. A single trailer is assumed, but final configuration is to be determined.
- 1.5. Local presence of bidders is required to provide acceptable emergency deployment time.
- 1.6. Selected bidder will develop a checklist of items to complete or verify prior to energizing the substation.

1.7. Selected bidder shall develop a pre-written plan of action specific to every transformer that will be backed up by the mobile substation (multiple locations). The plan shall account for voltage differences and the necessary adjustments needed to serve load while maintaining proper operation of protection and control systems.

## **2. Contract Terms**

2.1. FMPA's member utilities interested in participating in this project will sign a long-term contract with the selected bidder. Contract duration will be determined during negotiations. Twenty years is the preferred term.

2.2. The contract shall be subjected to extension by mutual agreement.

2.3. FMPA or any participating FMPA Member shall have the option to purchase the mobile substation at the end of a contract term.

## **3. Ownership**

3.1. Selected bidder shall procure all equipment and materials needed to build the mobile substation per the specifications section of this document.

3.2. Selected bidder shall own the mobile substation throughout the contract term.

## **4. Storage**

4.1. Storage location must be mutually agreed by both parties. The mobile substation shall be stored at the selected bidder's warehouse, yard or leased site. Preference will be given to bidders with indoor storage capability.

4.2. The mobile substation shall be stored in a safe and secured location behind locked gates and reinforced fencing.

4.3. Video surveillance shall be provided at the storage site 24 hours a day, 7 days a week.

**4.4.** The mobile substation shall be kept at a location free of hazards that could make the unit undeployable, particularly during natural disasters.

**4.5.** The mobile substation shall be accessible 24/7 by utility-qualified personnel responsible for deployment.

## **5. Personnel Qualifications**

**5.1.** Personnel responsible for the maintenance and commissioning of the mobile substation shall have extensive experience working on high voltage electric utility equipment (up to 138kV) and their associated protection and control systems. Utility-qualified personnel at a minimum, shall possess NETA certification and have minimum of three years' experience in installing, maintaining, and troubleshooting protection and control systems.

## **6. Pre-Deployment and Deployment**

**6.1.** Selected bidder shall visit all substations during design to develop specific transportation and installation plans each substation that the mobile unit is designed for. The deployment plan shall address, at a minimum, acquiring all permits required by law, estimated time to initiate deployment plan once a deployment is requested, estimated travel time from storage location to each substation, estimated commissioning time, and required actions on the part of the participating member to support the deployment.

**6.2.** Successful bidder shall provide a 24/7 x 365 staffed support line in the event the mobile substation is needed.

**6.3.** The selected bidder shall create a reservation system to be used for scheduling FMPA member utilities' planned work.

- 6.4. In case of a conflict between an emergency need and reservations, FMPA members shall resolve the conflict and notify selected bidder of determination.
- 6.5. The selected bidder will coordinate delivery of the mobile substation with the FMPA member utility.
- 6.6. The selected bidder shall staff and provide crew members and CDL-licensed driver(s) to deliver, install and commission the mobile substation within mutually agreed timelines.

## **7. Installation & Decommissioning and Removal**

- 7.1. Selected bidder shall provide a utility-qualified crew to install, commission and decommission the mobile substation and work with the municipal utility's staff prior to and during energization.
- 7.2. Set up shall include physical installation including grounding, secondary containment, and fencing requirements of the equipment.
- 7.3. Set up shall include all necessary cabling and terminations to connect the mobile substation to the municipalities existing substation.
- 7.4. Selected bidder shall provide a utility-qualified crew to disconnect equipment, return substation back to normal conditions and prepare mobile substation for transport.
- 7.5. Selected bidder shall transport mobile substation to its storage site utilizing required FDOT permits as needed.

## **8. Maintenance**

- 8.1. The mobile substation shall be maintained and tested in accordance to the manufacturer's recommended guidelines and ANSI/NETA Standard for Maintenance Testing Specifications for Electrical Power Equipment and Systems for each individual equipment, both during installed operations and while in storage.



- 8.2.** Bidder shall provide FMPA the proposed maintenance procedures and schedule of maintenance activities.
- 8.3.** Maintenance records and testing reports shall be maintained for the duration of the contract and available upon request by FMPA.
- 8.4.** Instruction manuals for all equipment composing the mobile substation describing specifications, ratings, handling, installation, operation, and maintenance shall be available per request.
- 8.5.** The mobile substation shall be visually inspected before and after deployment.
- 8.6.** The selected bidder shall be able to coordinate with the respective FMPA member the maintenance or repair activities as needed while the mobile substation is deployed.

## **A. SPECIFICATIONS**

### **1. Codes and Standards**

- 1.1.** The mobile substation shall be designed in compliance with the latest published ANSI, IEEE, NEMA, NEC, NESC, and ASTM standards where applicable and unless otherwise noted.
- 1.2.** If any of the requirements of these specifications conflict with any codes or standards, FMPA shall be notified.

### **2. Safety**

- 2.1.** All practices, materials and equipment shall comply with the Federal Occupational Safety and Health Act (OSHA), as well as any pertinent Federal, State and local Safety and Environmental codes.

- 2.2.** The mobile substation shall be designed and constructed for safe, proper and reliable operation in an outdoor environment regardless of actual location of installation.
- 2.3.** Working areas and surfaces on the trailer shall be painted with anti-skid coating for personnel safety.
- 2.4.** The trailer's working surface shall have no open cavities that would allow a person to fall through.
- 2.5.** Lockable storage facilities for all equipment which is detached from the substation during transit and for all auxiliary equipment such as special tools, parts, braces, spare fuses, etc. shall be provided.
- 2.6.** Red and white reflective tape shall be placed around the sides and rear of the trailer to increase visibility during transit.
- 2.7.** Shields, barriers and/or fencing shall be provided to prevent accidental personnel encroachment or contact for all exposed energized high-voltage components where Minimum Approach Distance, as defined by OSHA, from the ground level cannot be maintained for 138kV on the transmission high voltage side and 25kV on the low voltage side.
- 2.8.** At least one externally mounted red warning light on each side shall be provided to indicate when the substation is energized.
- 2.9.** Provisions shall be made for the use of padlocks to prevent unauthorized access to cabinets, storage compartments and operating controls.
- 2.10.** Construction site safety is the responsibility of the selected bidder.
- 2.11.** Selected bidder's staff shall coordinate with member utility's safety representative while deploying the mobile substation.

### 3. General Specifications

- 3.1. The mobile substation and all components shall be designed to withstand the forces associated with a 135mph wind velocity.
- 3.2. The mobile substation shall be designed and constructed for 60Hz operation and effectively grounded distribution systems.
- 3.3. The mobile sub is expected to operate in coastal areas. Therefore, all painted metal surfaces shall have at least two coats of primer and sufficient paint film thickness to prevent corrosion. Any unpainted equipment enclosures shall be manufactured using 316 Stainless Steel.
- 3.4. The mobile sub shall have a secondary containment system designed to prevent oil spilling onto the ground and have sufficient capacity to hold all the oil from the transformer while draining rainwater.

### 4. High Voltage Section

#### 4.1. Circuit Switcher

- 4.1.1. The high voltage interrupting device shall be a circuit switcher with specifications described on Table C4.1.1:

Table C4.1.1 Circuit Switcher Specifications

Nominal Operating Voltage [kV]	Continuous Current Rating [A]	Interrupting Rating [A]	Break
138	1,200	40,000	Vertical

- 4.1.2. The circuit switcher operator cabinet shall be mounted so that it is easily accessible.
- 4.1.3. The circuit switcher shall be equipped with aluminum travel braces that may be easily attached to the circuit switcher components when the circuit switcher is in the racked-in travel position.
- 4.1.4. Terminals for utility supplied high voltage line connections shall be standard NEMA 4-hole flat pads.
- 4.1.5. Pulling eyes shall be supplied on the line side insulators of the disconnect switch for mechanically dead ending the high voltage line leads.
- 4.1.6. A metallic ground pad bonded to the trailer chassis shall be provided for the purpose of creating a zone of equal potential for the operator of the high voltage disconnect switch.

#### **4.2. Surge Arresters**

- 4.2.1. Mounting brackets and station class gapless MOV surge arresters with polymer housing shall be provided for protection of the high voltage winding.
- 4.2.2. Line-side terminals of surge arresters shall be NEMA 4-hole pads.
- 4.2.3. Grounds shall be provided on each arrester and shall be connected to grounding pads with copper leads of at least #4/0 AWG.
- 4.2.4. The bidder shall acquire and maintain an inventory of arresters to cover the range of all operating voltages.
- 4.2.5. Prior to energizing, the proper arrestors shall be installed and connected. The electrical ratings for arresters are provided on Table C4.2.5.

**Table C4.2.5 High Voltage Side Arrester Ratings**

<b>Nominal Operating Voltage [kV]</b>	<b>Arrester Rated Voltage [kV]</b>	<b>Arrester MCOV [kV]</b>
69	60	48
115	96	76
138	108	84

**4.3. Conductor and Connectors**

- 4.3.1. Conductor and all necessary connectors shall be provided to make connections to circuit switcher, arresters and power transformer.
- 4.3.2. Conductor shall be electrically sized so that it does not limit the MVA output of the transformer.
- 4.3.3. Conductor shall be sized so that it does not initiate or support corona when operating at the highest specified voltage levels, 138kV on high voltage side and 27kV on the low voltage side.

**5. Power Transformer**

**5.1. Ratings**

- 5.1.1. All participants substation transformers are connected in delta (high voltage side) and grounded wye (low voltage side).
- 5.1.2. Transformer shall comply with IEEE - ANSI C57.12.00 standard.
- 5.1.3. Table C5.1.3 summarizes transformer voltages and minimum MVA requirements for FMPA members currently interested in this joint effort. The counts shown in

each row represent the number of substation transformers operating at each participating member.

**Table C5.1.3 MVA and Voltage Requirements with Transformer Counts**

High Side kV	Low Side kV	Preferred Min MVA Rating	Min MVA Rating	BTW	HST	BES	KES	LWB	LBG	NSB	WTP
67.0	12.47	10.6	10.6	7							
67.0	13.09	27.8	14.0						11		
69.0	13.8	28.3	19.0				9				
69.0	13.09	27.4	13.7								5
115.0	22.9	28.8	28.8							6	
138.0	13.2	24.0	14.8		3						
138.0	13.8	24.0	14.8				5				
138.0	26.4	40.4	25.2					2			
138.0	27.0	28.5	28.5			10		1			

## 5.2. Tank

5.2.1. The transformer tank shall be welded to trailer, unless the bidder's proposal includes two transformers in which case the transformers shall be mounted and attached in a way that is as effective as welding.

## 5.3. Core construction

5.3.1. A core ground lead shall be brought out through a 1.2 kV, 30 kV BIL bushing labeled "core ground" and protected by a steel guard or enclosure.

5.3.2. A removable core grounding link shall be provided from the core ground bushing to the tank to permit routine core ground tests without opening manhole covers.

## 5.4. Coil Construction

5.4.1. The minimum winding BIL ratings are provided on Table C.5.4.1.

5.4.1. FMPA reserves the right to do a factory onsite inspection of the core/coil assembly prior to tanking.

**Table C5.4.1 Winding BIL Requirements**

<b>Operating Voltage [kV]</b>	<b>BIL Required [kV]</b>
138	650
115	550
67.0 69.0	350
26.4 27.0	200
13.2 13.8	150
12.47	110

## **5.5. Insulation System**

5.5.1. Bidders shall specify the insulation system that will be used in the transformer design.

## **5.6. Cooling System**

5.6.1. Bidders shall specify the transformer cooling method and the maximum associated noise level when cooling pumps are operating.

## **5.7. Bushings**

5.7.1. Bushings may be light gray, porcelain, oil-filled condenser type or solid dielectric.

5.7.2. The bushings shall have a power factor test tap.

5.7.3. The minimum bushing BIL ratings are provided on Table C.4.2

## **5.8. Insulating Fluid**

5.8.1. Bidders shall specify the insulating fluid to be used in the transformer design.

## **5.9. High Side De-Energized Tap Changer**

5.9.1. The transformer shall be provided with an externally operated, no-load tap-changer on the high voltage winding.

5.9.2. The tap changer lever shall have provisions for padlocking in any position and shall provide visible indication of the tap position without unlocking.

## **5.10. Current Transformers (CT's)**

5.10.1. One C400 or C800 Class current transformers shall be provided on each transformer bushing.

5.10.2. Multi-ratio, 1200:5 current transformers shall be provided on the H1, H2 and H3 bushings.



5.10.3. A multi-ratio, 800:5 current transformer shall be provided on the H0 bushing.

5.10.4. The X1 bushing shall be equipped with a separate current transformer to be used with the LTC for line-drop compensator.

5.10.5. The X2 bushing shall be equipped with a separate current transformer to be used with the winding hot-spot indicator.

5.10.6. Vendor shall provide excitation and overcurrent ratio curves for every CT with manufacturer's specifications.

5.10.7. All current transformer wires and terminal blocks shall be clearly marked indicating the current transformer to which they are connected.

## 6. Low Voltage Section

### 6.1. Circuit Breaker

6.1.1. Interested member utilities use a great variety of vacuum circuit feeder breakers.

Table C6.1.1 shows the minimum ratings to meet the needs of all members.

**Table C6.1.1 Circuit Breaker Specifications**

<b>Nominal Operating Voltage [kV]</b>	<b>Continuous Current Rating [A]</b>	<b>Interrupting Rating [A]</b>	<b>BIL [kV]</b>	<b>Interrupting Time [cycles]</b>	<b>K-Factor</b>
38	1,200	25,000	200	3	1.0

### 6.2. Surge Arresters

6.2.1. Arresters shall be station class, gapless metal-oxide type, with silicone rubber housing.

- 6.2.2. The bidder shall acquire and maintain an inventory of station class arresters to cover the range of all operating voltages.
- 6.2.3. Prior to energizing, the proper arrestors shall be installed and connected. The electrical ratings for arresters, duty-cycle (MCOV) and voltage ratings, shall conform to recommendation per the latest revision of IEEE Std C62.22.
- 6.2.4. Grounds shall be connected to grounding pads with copper leads of at least #4/0 AWG.

### **6.3. Conductors/bus**

- 6.3.1. Conductors and all necessary connectors shall be provided.
- 6.3.2. Conductors shall be sized so that they do not limit the MVA output of the transformer.

### **6.4. Potential Transformers (PT)**

- 6.5.1. Three (3) single-phase transformers shall be connected phase to ground on the low voltage bus for instrumentation, metering, LTC control, and other control requirements.
- 6.5.2. The transformers shall be metering class accuracy.
- 6.5.3. Protective fusing shall be located for easy fuse removal and replacement.
- 6.5.4. Insulated wire shall be provided between the primary fuses and transformer.

### **6.5. Disconnect Switches**

- 6.6.1. Three hook-stick operated, single pole disconnect switches shall be connected to the load side of the vacuum circuit breaker.
- 6.6.2. Terminals for connection of LV cables shall be standard NEMA 4-hole flat pads.
- 6.6.3. The switches shall have the minimum electrical ratings listed on table C6.6.3.

**Table C6.6.3 Low Voltage Disconnect Switch Specifications**

<b>Nominal Operating Voltage [kV]</b>	<b>Continuous Current Rating [A]</b>	<b>BIL [kV]</b>
25	2,000	200

**6.6. Under-Load Tap Changer (LTC)**

- 6.7.1. An LTC shall be provided on the low voltage side for voltage regulation of  $\pm 10\%$  variation in 16 equal steps, both above and below rated voltage.
- 6.7.2. The LTC shall be full capacity, capable of operating at transformer rated current at any tap position above or below neutral.
- 6.7.3. The LTC shall be designed to supply 500,000 operations regardless of which tap positions those tap changes may occur at, but the bidder shall state how many operations each individual LTC tap position can perform.
- 6.7.4. The LTC mechanism dielectric oil shall be separate from that of the main transformer.
- 6.7.5. The LTC shall be external of the transformer tank for ease of maintenance.
- 6.7.6. A digital voltage-regulating relay will be provided which will automatically control the LTC based on a 120-volt feedback source supplied with the mobile substation.
- 6.7.7. Line drop compensation current transformers and controls shall be provided.
- 6.7.8. The controls shall be provided with all necessary devices for temporary parallel operation with another transformer, if needed.
- 6.7.9. The LTC compartment shall have a dehydrating breather

6.7.10. A backup LTC relay shall be provided and stored on the trailer to allow for quick field replacement if a failure occurs.

## **7. Batteries, Charger and DC Panel**

- 7.1.** The batteries and charger shall be in separate sealed NEMA 4X-rated compartments or enclosures.
- 7.2.** The enclosure, interior paneling and paint shall withstand any corrosive vapors emitted by the batteries.
- 7.3.** The battery charger and batteries enclosures shall be mounted on shock-absorbing mounts on the trailer deck, accessible while standing on the ground.
- 7.4.** The manufacturer shall size the bank to ensure adequate capacity.
- 7.5.** If the batteries cannot be lifted directly out of their position, a roll-out battery tray shall be supplied.
- 7.6.** A DC panel board with bolt-on breakers shall be used to distribute DC power to accessories and control devices.

## **8. Relay Protection and Control**

- 8.1.** The mobile sub shall have redundant protection schemes. A primary current differential scheme shall have a protection zone that covers, at minimum, from the high-side of the transformer to the low-side breaker. The secondary protection scheme shall be transformer phase and neutral overcurrent protection.
- 8.2.** The primary and secondary relays utilized shall be current models offered by Schweitzer Engineering Laboratories.

**8.3.** The trailer shall have an RTU to allow each participating member to connect their SCADA system to the mobile substation using

- Protocol: DNP 3.0
- RTU to SCADA communication medium: fiber
- RTU to SCADA network communication: RS-232 or Ethernet

## **9. Auxiliary Power System**

**9.1.** The single- or three-phase auxiliary power shall be provided by distribution (pole-top) transformers located on the trailer or by an auxiliary winding on the main transformer.

**9.2.** Transformers used for station service shall be oil insulated and permanently mounted, external to the main transformer and connected to the main transformer secondary bus.

**9.3.** Each station service transformer shall be fused with current limiting fuses capable of clearing high-side bushing faults.

**9.4.** Insulated wire shall be provided between the station service transformers and primary fuses.

**9.5.** If an auxiliary winding is employed, the winding shall not be wound on any winding tube of the main transformer and shall be sufficiently removed from all other windings.

**9.6.** A NEMA 4X, outdoor transfer switch shall be installed on the side of the trailer to disconnect the auxiliary winding or distribution transformers in order to avoid back-feeding.

## **10. Trailer**

### **10.1. General**

10.1.1. The mobile substation including all equipment listed in this specification shall be rigidly and securely mounted on a single semi-trailer.

10.1.2. The trailer shall be designed and manufactured for towing with a standard fifth wheel tractor/truck with tandem axles.

10.1.3. It shall be suitable for off-the-road use involving more torsion strains than encountered on highways.

10.1.4. The mobile substation trailer shall be designed to minimize the need for special permit needs. The selected bidder will obtain, as necessary, permits for trailer operation on nights, weekends, and holidays.

10.1.5. It shall comply with all current applicable safety requirements, Florida DOT's and Federal DOT's requirements for trailer operation.

10.1.6. Trailer dimensions including ground clearance shall be included in the submittal.

10.1.7. The manufacturer of the trailer shall be included in the proposal.

## **10.2. Highway Requirements**

10.2.1. All requirements of the Florida Department of Transportation (FDOT) shall be met.

10.2.2. The mobile substation shall be capable of traveling in its transport configuration, on paved roads at speeds of up to 70 miles per hour.

10.2.3. When configured for transport the overall dimensions of the trailer shall not exceed 8'6" in width, 13'6" in height and 65' in length.

10.2.4. The maximum weight on any single axle shall not exceed State and Federal DOT limits. The bridges along U.S. Hwy 1 leading to Key West shall be given particular consideration to ensure the mobile sub can be transported to all participating members' substations.

## **10.3. Trailer Chassis**

10.3.1. The chassis shall be single semi-trailer with three or four axles.

- 10.3.2. The trailer shall be designed to be towed by a fifth wheel tractor/truck.
- 10.3.3. The trailer shall be capable of traveling at low off-road speeds.
- 10.3.4. The fifth wheel plate and kingpin shall be designed for 90 degree turning.
- 10.3.5. The maximum weight of the fifth wheel of the tractor/truck shall not exceed 45,000 pounds.
- 10.3.6. The trailer axles shall be hydraulically steerable in unison as a group for increased maneuverability in tight spaces.
- 10.3.7. The minimum steering angle of the steerable rear axle group shall be 30 degrees.
- 10.3.8. A positive locking system shall pin the axles into position for normal highway transportation.
- 10.3.9. An anti-lock air brake system with emergency breakaway features on all wheels shall be provided
- 10.3.10. The suspension shall be of the air-ride type with controls to raise or lower the suspension as needed.
- 10.3.11. A two-speed adjustable landing gear at front of the trailer shall be sized to allow adequate height for coupling to the fifth wheel.
- 10.3.12. Towing eyes shall be at the front and rear of the semi-trailer.
- 10.3.13. Mud flaps and fenders or guards shall be on all wheels.
- 10.3.14. The chassis shall include clearance lights, stop and tail lights, turn indicators, and reflectors all complying with Federal and State requirements.
- 10.3.15. Flexible cable with standard plug shall be furnished for connecting the highway lighting circuits of the trailer to the tractor/truck.
- 10.3.16. LED long-life style lights shall be powered from the tractor's 12 VDC system.

10.3.17. Chock blocks for rear wheels shall be provided with built-in storage racks.

**10.4. Other Features**

10.4.1. The mobile substation shall be designed so that it can be energized and operated when out-of-level by no more than 5 degrees in any direction.

10.4.2. The trailer shall be equipped with a minimum of four hydraulic leveling jacks controlled independently from a central operating location.

10.4.3. The leveling jacks shall be equipped with appropriate bearing surfaces (feet) and shall be designed such that they can be mechanically locked in position when either partially or fully extended.

10.4.4. When locked in an extended position, the jacks shall support the full weight of the mobile substation without hydraulic pressure.

10.4.5. Bearing surface pads shall be provided for each leveling jack with built-in storage racks.

10.4.6. The trailer's hydraulic system shall be run by the tractor's/truck's hydraulic pack.

10.4.7. One spare rim and tire shall be furnished and stored on the trailer in a convenient manner.

10.4.8. Grounding bars (painted copper) running full length of the trailer on both sides shall be provided.

10.4.9. A generator (optional) can be supplied to provide 208Y/120 VAC to power an electric-hydraulic pump to power the hydraulic stabilizing legs after the tractor has left.



## **11. Transportation Bracing**

- 11.1. Removable transportation bracing will be supplied for surge arresters and switch components.
- 11.2. Bracing will be painted red such that all red components can be seen and removed prior to energization.
- 11.3. All bracing shall be marked and identified per transportation bracing drawing.
- 11.4. A laminated copy of the transportation bracing drawing shall be stored in the control cabinet instruction manual for field use as needed.

## **12. Additional Features**

- 12.1. Mobile substation shall be equipped with suitable phase rotation indicators or relays to ensure that power supplied to distribution circuits has the same phase rotation as that supplied from the permanent substation.
- 12.2. One 120-volt, 15 amp, duplex, 3-wire grounded outlet shall be placed on both sides of the trailer.
- 12.3. A weatherproof set of instructions for preparation-for-transport, transport, set-up, operation and decommissioning and removal of the mobile substation shall be affixed to the inside of the control cabinet door.

## **B. SUBMITTAL REQUIREMENTS**

### **1. General Submittal Requirements**

- a. Bidder shall comply with submittal deadline.
- b. Failure to comply with any part of this RFP may result in rejection of the submittal as non-responsive.
- c. FMPA or its members are not liable for any costs incurred by the bidders in response to this RFP.
- d. All vendors bidding shall quote a transformer built by a manufacturer with a minimum of five (5) years of experience supplying mobile substations in the United States of America.

### **2. Basic Content**

- a. Bidder's ability to provide the mobile substation service in compliance with this RFP and specifications.
- b. Portfolio of past projects.
- c. Safety training record and history.
- d. Staff curriculum vitae/resumés.
- e. At least three (3) client references able to verify the firm's overall expertise for this type of service.
- f. Mobile substation service cost.

### **3. Technical Content**

- a. Fully-dimensioned outline drawings.
- b. Proposed components drawings showing voltage and current ratings for all equipment
- c. Power and controls wiring drawings.
- d. Description of protection devices and their connection diagrams.
- e. Auxiliary systems drawings.
- f. All files shall be submitted both in hard copy and electronically in .DWG format (Autodesk AutoCAD).

### **4. General Contract Overview**

Upon selection of the awarded vendor, FMPA will enter into a Master Services Agreement specifying terms and conditions and base pricing. FMPA Member(s) who desire the services of the vendor will request a Scope of Work and associated cost estimate on a project-specific basis (i.e., deployment) from the selected firm, and then, issue a Purchase Order with project-specific specifications. In addition, the Member Purchase Order may carry additional terms and conditions, such as insurance requirements, as required by the FMPA Member.

If there are opportunities for economies of scale or cost savings, please include this information in the proposal for consideration.

## 5. Proposal Contents

- a. **Description of Services:** Proposers are to include with their proposal a complete description of their understanding of the services requested and the services available. This description should be as definitive as possible to allow reasonable understanding and evaluation of the proposal and demonstrate the proposer's understanding of the requested Scope of Services. In addition, the proposal should clearly indicate which, if any, of the services listed in Section 3 are not available.
- b. **Services Details:** Proposers should identify the specific details of how they will provide the services outlined in Section 3, above. Proposals should include a detailed description of the services available to FMPA Members.
- c. **Related Experience:** The proposer must demonstrate first-hand experience in providing similar services, including experience in working with utilities (preferably electric utilities) in the State of Florida. A list of references, preferably in the municipal electric utility industry, including contact information and a brief description of the project must be provided.
- d. **Qualifications of Staff:** The proposal should include a description of any special qualifications of the personnel who will be providing services that are indicative of working familiarity with electric utilities. The proposal must identify specific staff to be assigned to these projects, and include information demonstrating they have first-hand experience in providing similar services to one or more Florida utilities.
- e. **Availability of Resources:** The proposer must show that they have the resources necessary to provide the requested services and clearly define any limitations.
- f. **Use of Subcontractors:** The proposal must specifically identify if any aspects of the project may be completed by a subcontractor. Specific tasks and the specific subcontractor to be used must be provided. If work is intended to be subcontracted, PROPOSAL SUBMITTAL MUST BE ACCOMPANIED BY EXPERIENCE AND QUALIFICATIONS INFORMATION AND REFERENCES FOR PROPOSED SUBCONTRACTOR(S) - NO EXCEPTIONS. In addition, Contractor(s) must notify FMPA any time work will include subcontracted services. FMPA maintains the right to reject the proposed subcontractor for specific project work.
- g. **Ownership Structure:** The proposal must include a full description of the ownership structure of the firm, including all parents and affiliates.
- h. **Proposer Information Form:** A completed Proposer Information Form must be provided.

- i. **Pricing:** The proposal must clearly identify limits of the cost proposal to provide enough information to reasonably allow an evaluation and comparison to other proposals.

In addition to the items noted above, proposers are asked to include any additional items that may be needed to complete the services requested that may not have been identified in this RFP. Also, where possible, proposers are encouraged to present alternative approaches to achieving the intended goals of the RFP. Proposals should also include a description of any value-added services that can be provided by the proposer to FMPA or the individual member utilities.

#### Minimum Submittal Requirements

- A. Proposal including Table of Contents
- B. Approach to the Scope of Services
- C. Services Explanation
- D. Company background
- E. Related Experience and References (*Minimum of three (3) references*)
- F. Evidence of required Certifications, Licenses (*if applicable*)
- G. Evidence of Insurance
- H. Pricing
- I. RFP Forms, as applicable
- J. Safety Rating

#### **4. RFP Schedule**

FMPA's timetable for this Request for Proposal (RFP) process is shown below. Note that the dates shown are only estimates and may be modified at any time by FMPA.

Public Notice/Distribution of RFP	September 6, 2022
Intent to Bid Forms Due	September 16, 2022
Questions & Answers Deadline	October 5, 2022
Sealed Proposal(s) Due Date	October 20, 2022
Short-listed Vendor Presentations	Week of November 7 <sup>th</sup>
Notification of Award ( <i>Estimated date</i> )	February 20, 2023
<b>Pending Board and Budget Approval</b>	

#### **5. Notice to Proposers**

Sealed proposal packages will be received until 10:00 a.m. EST on October 20, 2022 ("Proposal Due Date") at the offices of the Florida Municipal Power Agency. Each proposer is required to submit a Proposer Information Form (included in this RFP package), other forms included in this package as appropriate, and any other information necessary to allow a complete evaluation of the proposal. FMPA reserves the right to reject all proposals received after the Proposal Due Date.

The issuance of RFP addenda, of any change in the Proposal Due Date, any necessary revision to information contained in this RFP, and/or any Questions and Answers related to the RFP will be posted on the FMPA website at [www.FMPA.com](http://www.FMPA.com).

One (1) original, one (1) electronic version of the proposal response package should be sealed and delivered to the following address:

Ms. Sharon Samuels  
Member Services Programs and Procurement Administrator  
Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, Florida 32819

Clearly legible on the outside of the sealed envelope shall be "Mobile Substation Services, FMPA RFP# 2022-208".

## **6. Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for 270 days following the closing date. This period may be extended at FMPA's request only by written agreement of the proposer. The content of this RFP and the proposal of the successful proposer may be included by reference in any resulting contract.

## **7. Term & Extension Option**

This proposal may be extended by mutual agreement between FMPA and/or FMPA Members and the successful proposer(s).

## **8. Right of Rejection**

This RFP is not an offer establishing any contractual rights. This solicitation is solely an invitation to submit proposals.

FMPA reserves the right to:

- a. Reject any and all proposals received in response to this RFP.
- b. Waive any requirement in this RFP.
- c. Not disclose the reason for rejecting a proposal.
- d. Not select the proposal with the lowest price.
- e. Seek and reflect clarifications to proposals.
- f. Negotiate with the selected bidders in the event the price exceeds available funds.
- g. Select more than one vendor.

- h. Select the proposal that is in the best interest of FMPA.
- i. Cancel this solicitation at any time during the procurement process, for any reason or for no reason.

## **9. Interpretations and Addenda**

All questions regarding interpretation of this RFP, technical or otherwise, must be submitted in writing to the following:

By Mail or Courier: Sharon Samuels  
Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, Florida 32819

By Email: [sharon.samuels@fmpa.com](mailto:sharon.samuels@fmpa.com)

Only written responses provided by FMPA to proposers' questions will be considered official. A verbal response by FMPA will not be considered an official response. Written responses to questions and requests for interpretations will be provided to the proposer posing the question or making the request unless the question and answer are applicable to the RFP process in general, in which case, at FMPA's discretion, the question and answer may be provided to all interested parties.

## **10. Errors, Modifications or Withdrawal of Proposal**

Each proposer should carefully review the information provided in the RFP prior to submitting a response. The RFP contains instructions which should be followed by all proposers. Modifications to proposals already received by FMPA will only be accepted prior to the Proposal Due Date. Proposals may be withdrawn by giving written notice to FMPA prior to the Proposal Due Date.

## **11. Proprietary Confidential Business Information**

All proposals shall be the property of FMPA. Pursuant to Section 119.071(1) (b), Florida Statutes (2014), all sealed packages submitted to FMPA in response to this RFP are exempt from the public records disclosure requirements of Article 1, section 24(a) of the Florida Constitution and section 119.07(1), Florida Statutes, until such time as FMPA provides notice of a decision or 30 days after proposal opening, whichever is earlier. FMPA will not disclose to third parties any information labeled "Confidential" in a proposal, unless such disclosure is required by law or by order of any court or government agency having appropriate jurisdiction.

However, FMPA reserves the right to disclose any information contained in any proposal to third parties for the sole purpose of assisting in the proposal evaluation process.

## **12. Proposer Qualifications**

FMPA will accept proposals from firms knowledgeable in providing the requested services. Proposers unfamiliar to FMPA may be required to provide proof of experience.

## **13. Evaluation Process**

The proposals will be evaluated based on information provided by each proposer by the Proposal Due Date. No additional data will be considered after the Proposal Due Date, except for clarifications requested by FMPA. FMPA will evaluate the proposals in terms of cost and other quantitative and non-quantitative factors.

Selection and rejection of proposals and notification of proposers at all stages will remain entirely with FMPA's discretion. FMPA intends to notify proposers not selected under this solicitation within a reasonable amount of time.

Proposals will be evaluated by a review team comprised of representatives from interested FMPA member utilities and/or FMPA staff. Proposals will be evaluated based on the completeness of the proposals and how well the vendor meets the requirements detailed in the RFP.

### **General Evaluation Requirements**

- Service cost
- Safety record
- Company's and staff experience
- Projects portfolio
- Reputation
- Compliance with RFP and specs requirements
- Capacity to meet requirements (size, staffing resources, etc.)
- Location (ability to provide services statewide)

## **14. Public Entity Crimes Statement**

Pursuant to Section 287.133(2) (a), Florida Statutes (2014), all proposers 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 a 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 following the date of being placed on the convicted vendor list.”

## **15. Collusion**

By offering a submission pursuant to this RFP, the respondent certifies that they have not divulged, discussed, or compared its proposal with other proposers and has not colluded with any other proposers or parties to this proposal package whatsoever.

## **16. Drug Free Workplace**

Whenever two or more responses to this RFP are identical with respect to quality, delivery, and service are received, preference shall be given to a respondent that certifies that it has implemented a drug-free work-place program by completing and executing the attached Drug Free Workplace Statement.

## **17. Final Contract**

Any final contract(s) that result from the proposal evaluation and negotiation process may need to be submitted to FMPA's Executive Committee and/or Board of Directors for approval.

## **18. Entire Contract**

These General Terms and Conditions, the Master Services Agreement between FMPA and the selected vendor(s), and the Participating Member Purchase Order (PO) for which they are being provided (including attachments thereto) constitute the entire agreement.

## **19. Other FMPA Members**

It is anticipated and our intent that FMPA member municipal electrical utilities may wish to purchase the specified services. Therefore, the proposer (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.

## **20. Ownership of Work Product**

With the exception of Successful Proposer's existing intellectual property, all reports, designs, drawings, plans, specifications, and other materials prepared, or in the process of being prepared, by Successful Proposer, its employees, subcontractors, or agents under this Agreement ("Work Product") shall be and are the property of FMPA and Participating Members.

FMPA and Participating Members shall be entitled to access and to copy the Work Product during the progress of the work. If requested by FMPA and Participating Members, Successful Proposer shall deliver one copy of the Work Product remaining in the hands of the Successful Proposer, or in the hands of any subcontractor, upon completion or termination of the work.



Successful Proposer assigns to FMPA and Participating Members all right, title, and interest in and to the Work Product, including ownership of copyright in the Work Product. FMPA and Participating Members may utilize any material prepared or work performed by Successful Proposer pursuant to this Agreement, including computer software, in any manner which FMPA and Participating Members deems proper without additional compensation to Successful Proposer. The Successful Proposer shall not disclose Work related data or information without the prior written consent of the FMPA and Participating Members.

## **21. Use of Ideas**

All materials submitted in response to the RFP become the property of FMPA and will be returned only at the option of FMPA. Except as otherwise prohibited by law, FMPA has the right to use any and all ideas presented in response to this RFP. Selection or rejection of a proposal does not affect this right.

## **22. 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.

## **23. REMEDIES**

Unless otherwise provided in this contract, all claims, counterclaims, 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.

## **24. 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.

## **25. 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.”

## **26. 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.

**27. 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.

**28. 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.

**29. 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.

### **30 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.

### **31. 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>.

### **32. 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.

### **33. DOMESTIC PREFERENCE**

Items manufactured in the United States are preferred.

**APPENDIX A**  
**LOCATION OF FMPA MEMBERS**

# LOCATION OF FMPA MEMBERS

## State of Florida



**APPENDIX B  
BID FORMS**



**FLORIDA MUNICIPAL POWER AGENCY**  
**Notice of Intent to Bid Form**  
**RFP # 2022-208**  
**Due: September 16, 2022**

If you intend to submit a response to this Request for Proposal, we ask that you complete this form as soon as possible and e-mail it to [Sharon.samuels@fmpa.com](mailto:Sharon.samuels@fmpa.com). You may also mail a copy of this form to the following address:

Ms. Sharon Samuels  
Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, Florida 32819

**If you identify yourself as a potential respondent, FMPA will be able to notify you of any RFP changes or revisions and forward to you any addenda to the RFP.**

**Please note:**

Filing an Intent-to-Bid form is voluntary: It is NOT required by FMPA in order for you to submit a response.

Filing an Intent-to-Bid form does not commit you to responding.

Filing an Intent-to-Bid form is **required** if you submit specific questions concerning this RFP.

Short-listed proposers will be asked to participate in an interview during the week of **November 7, 2022**. Actual dates and times will be coordinated with bidders following the bid opening.

----- **Intent-to-Bid** -----

RFP 2022-208

Name of Firm:

Address:

Name of Contact Person:

E-Mail Address:

Phone:

**PROPOSAL FOR PROVISION OF  
MOBILE SUBSTATION SERVICES  
FOR THE FLORIDA MUNICIPAL POWER AGENCY**

I have carefully examined the RFP, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this solicitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid except where noted on the Affidavit of Compliance form.

I hereby propose to furnish the materials/services specified in the RFP at the prices quoted in my RFP response.

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.

Prices quoted shall remain firm and irrevocable for a period of specified in the RFP.

**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: \_\_\_\_\_

**PROPOSER INFORMATION FORM**  
**Exceptions & Clarifications**  
 FMPA RFP 2022-208

✓	
	We DO NOT take exception to any items included in the RFP

	We TAKE exception as follows:

<b>Company Name:</b>	
<b>Authorized Signature:</b>	
<b>Print/Type Name of Signer:</b>	
<b>Company Address:</b>	
<b>Telephone Number:</b>	
<b>Contact Email Address:</b>	
<b>Date:</b>	

Company is a certified minority business enterprise. If yes, please indicate type below: YES <input type="checkbox"/> NO <input type="checkbox"/>
--

**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

---

**NOTICE: Because purchases pursuant to this RFP may qualify for Federal Emergency Management Agency (“FEMA”) financial assistance, this RFP 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.**

---

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

---

Regarding Sections 22 through 33 of this Request for Proposal, 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

---

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 RFP# 2022-208***

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

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

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

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

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

# 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 PROPOSAL

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

We, the undersigned, have declined to submit a proposal on your Request for Proposals Number 2022-208, Florida Municipal Power Agency Provision of Mobile Substation 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 Proposal letter is not executed and returned, our name may be deleted from the list of qualified proposers of the Florida Municipal Power Agency.

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

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

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

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

\_\_\_\_\_

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

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

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

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



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