



# **FLORIDA MUNICIPAL POWER AGENCY**

**SPECIFICATION**

**FOR THE**

## **DECOMMISSION AND DISPOSAL OF PCB FLUIDS AND PCB CONTAMINATED EQUIPMENT AND MATERIALS**

**Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, Florida 32819-9002  
(407) 355-7767 Fax (407) 355-5796**



## **FLORIDA MUNICIPAL POWER AGENCY**

BID DOCUMENT FOR OCTOBER 2022

BID FOR THREE-YEAR REQUIREMENT  
FOR

THE DECOMMISSION AND DISPOSAL OF PCB FLUIDS AND PCB CONTAMINATED  
EQUIPMENT AND MATERIALS

### **TABLE OF CONTENTS**

	<u>Pages</u>
Table of Contents	i
Invitation to Bid	ii
Advertisement	iii
Terms and Conditions	TC-1 - TC-14
Technical Specification	
Decommission and Disposal Of PCB Fluids and PCB Contaminated Equipment and Materials	PCB-1 - PCB-3
Bid Forms	BF-1 - BF-3
Drug Free Workplace Compliance Form	DF-1
Statement of No Bid	SONB-1
Affidavit of Compliance	AOC-1

# INVITATION TO BID

(This is not an order)

R  
E Florida Municipal Power Agency  
T TO: 8553 Commodity Circle  
U Orlando, Florida 32819-9002  
R Attn: Sharon Samuels  
N Info via Internet e-mail: bidinfo@fmpa.com

ITB FMPA 2022-016  
Date Issued: October 19, 2022  
Telephone: (407) 355-7767

SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO BID OPENING AT 1:00 P.M. ON NOVEMBER 9, 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.

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

---

## DESCRIPTION

---

**OCTOBER 2022  
FLORIDA MUNICIPAL POWER AGENCY  
BID FOR THREE-YEAR REQUIREMENT FOR THE  
DECOMMISSION AND DISPOSAL OF PCB FLUIDS AND PCB CONTAMINATED  
EQUIPMENT AND MATERIALS**

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

**PLACE OF DELIVERY: FOB DESTINATION**

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

---

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

**ADVERTISEMENT**

Proposal For

**OCTOBER 2022  
FMPA BID FOR THREE-YEAR REQUIREMENT FOR THE  
DECOMMISSION AND DISPOSAL OF PCB FLUIDS AND PCB CONTAMINATED  
EQUIPMENT AND MATERIALS**

**INVITATION TO BID FMPA 2022-016**

Sealed bids will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819-9002 until 1:00 p.m., on November 9, 2022, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for the Decommission and Disposal Of PCB Fluids and PCB Contaminated Equipment and Materials for the following FMPA Members:

City of Green Cove Springs  
City of Wauchula

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

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

Bids will be accepted for Decommission and Disposal Of PCB Fluids and PCB Contaminated Equipment and Materials provided by companies who have established, through demonstrated expertise and experience that they are qualified to perform the Decommission and Disposal Of PCB Fluids and PCB Contaminated Equipment and Materials 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. All bids must be firm for a period of 45 days after the date set for opening of 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 the following Participating Members:

City of Green Cove Springs  
City of Wauchula

This bid is for the joint estimated three-year requirement of Decommission and Disposal Of PCB Fluids and PCB Contaminated Equipment and Materials as listed.

### **2. PURCHASING SERVICES**

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

**3. PARTICIPATING MEMBERS**

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

**4. FMPA'S RESPONSIBILITY**

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

**5. SERVICES**

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

**6. QUANTITIES**

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

6.1 Supplier shall include with the bid any standard performance procedures and/or minimum pick up amount.

6.2 In order to enhance the efficiency of joint purchasing and to minimize transportation costs, Supplier shall coordinate with FMPA and the Participating Members, where practical to schedule pick up of materials at more than one location on each trip.

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

## **7. EXTENSION OPTION**

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

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

- 8.1 Bids must be submitted on attached FMPA bid forms, although additional information may be attached. Bidders must indicate any variances from FMPA requested specifications, terms and conditions, otherwise bidders must fully comply with FMPA requested specifications, terms and conditions. Alternate bids will not be considered unless specifically indicated otherwise by these Terms and Conditions.
- 8.2 All blank spaces must be completed with the appropriate response. The bidder must state the price, typewritten or written in ink, for which he proposes to complete each item of the project. The bidder shall submit the executed bid form with other exhibits.
- 8.3 Pages BF-1 - BF-3, and AOC-1 of this bid package are required forms and MUST be included in Bidder's response appropriately filled out and signed.
- 8.4 Each bidder shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the Bid.
- 8.5 Bidders shall quote on all items in one bid form. Failure to do so may result in the bid being rejected as not responsive.
- 8.6 When quotations on certain items are optional, bidders shall insert the words "No Bid" in the space provided for an item for which no quotation is made.
- 8.7 Incorporation in the bid of substantial exceptions to the Terms and Conditions shall invalidate the bid, if the exceptions amount to a substantial modification of the Contract Documents. Exceptions to Technical Specifications shall be clearly noted in the "Affidavit of Compliance".
- 8.8 The bid must be signed by an authorized agent or officer of the firm.
- 8.9 Any bid not having sufficient descriptive matter to describe accurately the equipment or materials proposed may be rejected as irregular. The descriptive matter submitted by the bidder will be retained by FMPA.
- 8.10 Verbal statements made by the Bidder at any time regarding quality, quantity, or arrangement of service will not be considered.

**9. VARIANCE WITH APPLICABLE LAW**

If the Bidder observes that the specifications are at variance with any applicable law, ordinance, rule or regulation, he shall promptly notify FMPA in writing and any necessary changes shall be made. If the Vendor performs any work contrary to such law, ordinance, rules and regulations, and does not comply with the procedure above, he shall bear all cost incident to such violation.

**10. QUALITY TERMS/GUARANTY**

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

**11. BIDDER RESPONSIBILITY**

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

**12. ESCALATION/DE-ESCALATION**

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

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



**13. PRICES BID**

- 13.1 Prices bid, including payment discount if applicable, shall be used for payment and these prices shall be deemed to include payment in full for all transportation, labor and equipment used in providing service to the point of delivery.
- 13.2 Unit price bid for each item will not extend beyond the hundredth of a decimal, e.g. Non-acceptable \$2.423; Acceptable \$2.42.
- 13.3 Any and all discounts, other than a payment discount, must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

**14. HONORING PRICES**

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

**15. RESERVED RIGHTS**

- 15.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award that FMPA deems will best serve its Members interests; and, 4) recommend award of the contract according to one of the following:
  - a) On a total order basis
  - b) On a city by city basis
  - c) On a line item basis
- 15.2 FMPA reserves the right to accept or reject any and/or all bids, or any part thereof and or/to waive irregularities and technicalities, and to request the submission of clarifying information. Also, FMPA reserves the right to accept all or any part of the bids and to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.
- 15.3 To be responsive, a bidder shall submit a bid, which conforms in all material respects to the requirements set forth in the Invitation to Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully to contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

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

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

- 16.1 All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to FMPA specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the service.
- 16.2 For purpose of bid evaluation, bidders must indicate any and all variance to requirements, terms, and conditions as stated in this document no matter how slight. If variations are not stated on the Affidavit of Compliance form attached herein, it shall be construed that the bid fully complies with the requirements, terms, and conditions.
- 16.3 The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the Project Participating Members, price, delivery and other factors considered. The offeror's proposal shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award.

**17. PERFORMANCE BOND/SURETY**

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

**18. FINAL CONTRACT**

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

**19. INVOICES**

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

**20. OTHER BASIS FOR AWARD**

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

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

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

**21. OPENING LOCATION**

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

**22. BID DELIVERY REQUIREMENTS**

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

**23. CLARIFICATION AND ADDENDA**

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

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

**24. SEALED AND MARKED**

**One** (1) signed copy and **one** (1) electronic copy of your bid shall be submitted in one sealed package, **clearly marked on the outside of package** with the Invitation to Bid Number, opening date and time addressed to:

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

**25. LEGAL NAME**

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

**26. BID EXPENSES**

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

**27. IRREVOCABLE OFFER**

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

**28. THE RIGHT TO AUDIT**

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

**29. APPLICABLE LAWS**

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

**30. CODE OF ETHICS**

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

### **31. COLLUSION**

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

- 31.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor.
- 31.2 Any prices and/or cost data quoted for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- 31.3 No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 31.4 The only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
- 31.5 No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

### **32. INDEMNITY**

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

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

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

**33. MODIFICATION OR WITHDRAWAL OF BID**

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

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

**34. ERRORS IN BIDS**

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

**35. No Bid**

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

**36. DESCRIPTIVE INFORMATION**

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

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

**37. "OR EQUAL" INTERPRETATION**

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

**38. USE OF TRADE NAMES**

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

**39. AUTHORIZED PRODUCT REPRESENTATION**

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

**40. REGULATIONS**

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

**41. CANCELLATION**

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

**42. ROYALTIES AND PATENTS**

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

**43. TAXES**

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

**44. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

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

**45. PUBLIC ENTITY CRIMES**

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

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



**46. DRUG-FREE WORKPLACE**

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

**47. BID TABULATION**

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

**48. BUDGETARY CONSTRAINTS**

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

**49. BID FORMS**

Bidders are required to submit bid forms (BF-1 - BF-3).

# LOCATION OF FMPA MEMBERS

## State of Florida



# TECHNICAL SPECIFICATION

**FMPA TECHNICAL SPECIFICATION**  
**SPECIFICATIONS FOR**  
**DECOMMISSION AND DISPOSAL OF PCB FLUIDS AND PCB**  
**CONTAMINATED EQUIPMENT AND MATERIALS**

**GENERAL REQUIREMENTS**

This purchase specification applies to services relating to the removal, transportation, and disposal of polychlorinated biphenyls (PCB) fluids, PCB contaminated oils, and PCB contaminated soil, and for the decommission and disposal of transformers, line regulators, oil switches, oil substation type transformers and other equipment containing PCB's in any amount.

The Successful Bidder(s) may not subcontract any portion of the services to be performed under this specification without the prior written consent of the Participating Member.

**CODES, STANDARDS, & REGULATIONS**

The Successful Bidder(s) will comply with all federal, state, county and city codes, standards, and regulations. In particular, the Successful Bidder(s) will be in compliance with the appropriate requirements of the following agencies or laws:

EPA	Environmental Protection Agency
RCRA	Resource Conservation and Recovery Act
TSCA	Toxic Substances Control Act
DOT	Department of Transportation
FDEP	Florida Department of Environmental Protection

**SUCCESSFUL BIDDER(S) RESPONSIBILITIES**

Except where in conflict with the codes, standards, and regulations by entities listed above, the Successful Bidder(s) will comply with the following rules for disposition of equipment and/or materials:

1. No components from units greater than 49 ppm PCB are to be reused for spare parts.
2. All copper and aluminum are to be processed in metal reclamation furnace.
3. Nameplates on all equipment and materials are to be shredded.
4. All materials leaving the Successful Bidder(s) facility deemed for steel yards, foundries, and/or smelters are to be tested randomly to be within EPA classification of nondetectable under TSCA.

5. Decommissioning statements will be issued for each transformer, capacitor, regulator, or switch, which is decommissioned.
6. All capacitors, regulators, switches, and other equipment and materials will be incinerated.
7. Debris will be incinerated only at EPA approved facilities.
8. The Successful Bidder(s) will generate documentation that covers Certificate of Disposal for all PCB material.
9. Prior to each pickup, the Successful Bidder(s) will specify the specific site, which is to receive the materials and submit to the Participating Member(s) a copy of the valid operating permit for that site.
10. Provide copies of Certificate of Insurance naming the participating utilities as a certificate holder.

The Successful Bidder(s) shall pick up equipment either full of oil or drained. The Successful Bidder(s) truck beds or trailers shall be designed with pans and holding tanks should a leak occur while in transit. Transformers, capacitors, regulators, switches or other equipment which are known to be leaking or which are suspect to leak while in transit will be drained of oil with oil placed in DOT approved drums by the Participating Member(s). The Successful Bidder(s) truck beds or trailers shall also be equipped with a full tarp to allow protection from the rain.

Equipment and materials designated for decommission and disposal, hereafter designated as Units, will be manifested under the final rule of 40 CFR Part 761, dated February 1990 (or subsequent replacement rule). The Successful Bidder(s) shall provide the necessary manifest and paperwork. The Participating Member(s) shall provide a removed from service date for each unit on the manifest.

Upon receipt at the Successful Bidder(s) facility, each Unit will be screen tested for chlorine content including residual oils from drained units. If a screen test indicates a chlorine content of 40 ppm or above, a gas chromatography test will be performed. The Participating Member(s), at its option, may specify that gas chromatography test be performed on designated Units, in which case the Successful Bidder(s) will not be required to perform screening tests on these designated Units nor will the Successful Bidder(s) be paid for performing such screening tests. Units determined to have a chlorine content over 49 ppm but less than 500 ppm PCB shall be destroyed by incineration in a method approved by TSCA. A destruction certificate will be issued to the Participating Member(s) upon destruction of each unit.

Any unit found to contain 500 or greater ppm PCB shall be forwarded to a TSCA approved hazardous waste disposal company for destruction. Where applicable, the

method of disposal will be by incineration. The Successful Bidder(s) will manifest this equipment out showing the Successful Bidder(s) company as the generator for the material.

Each bidder shall have a valid EPA issued certificate for transporting and storing hazardous waste; including the materials specified in BF-2 and BF-3.

Each bidder shall provide documentation concerning their closure plan for their facilities used to provide the services listed in this bid.

### **SUBMISSION REQUIREMENTS**

Each bidder shall provide written evidence that as a major part of their business, such provider has engaged in the decommissioning of PCB contaminated transformers and other items described herein. Such evidence shall include a financial statement for the most recent annual accounting period. If the firm is a subsidiary of another firm a financial statement for the parent firm shall also be included.

Each bidder shall provide a list of five electric utilities for whom they have performed decommissioning of PCB contaminated transformers and other items described herein during the past five years. Information provided shall include the name, address, and telephone number of a person at each utility who is knowledgeable of the services provided by the bidder.

**PROPOSAL TO FURNISH AND DELIVER DECOMMISSION AND DISPOSAL OF  
PCB FLUIDS AND PCB CONTAMINATED EQUIPMENT AND MATERIALS FOR THE  
FLORIDA MUNICIPAL POWER AGENCY  
JOINT PURCHASE PROJECT**

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

I hereby propose to furnish the materials specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheets BF-1 - 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 services to the designated place as appropriate as indicated on Bid Forms BF-1 - BF-3.

Prices quoted shall remain firm and irrevocable for three-year term.

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

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

Respectfully submitted:

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

Signature: \_\_\_\_\_

(Authorized Representative)

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

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

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

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

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

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

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

ITEM DESCRIPTION	ZONE 1	ZONE 2	ZONE 3	ZONE 4	ZONE 5
Single phase pole mount transformers					
<50 ppm PCB (\$ / KVA)					
50 - 499 ppm PCB (\$ / lb)					
500 ppm PCB and above (\$ / lb)					
Single phase pad mount transformers					
<50 ppm PCB (\$ / KVA)					
50 - 499 ppm PCB (\$ / lb)					
500 ppm PCB and above (\$ / lb)					
Three phase pad mount transformers					
<50 ppm PCB (\$ / KVA)					
50 - 499 ppm PCB (\$ / lb)					
500 ppm PCB and above (\$ / lb)					
Substation type transformers					
<50 ppm PCB (\$ / lb)					
50 - 499 ppm PCB (\$ / lb)					
500 ppm PCB and above (\$ / lb)					
Voltage regulators (\$ / lb)					
<50 ppm PCB (\$ / KVA)					
50 - 499 ppm PCB (\$ / lb)					
500 ppm PCB and above (\$ / lb)					
Oil Circuit Breakers (\$ / lb)					
<50 ppm PCB (\$ / lb)					
50 - 499 ppm PCB (\$ / lb)					
500 ppm PCB and above (\$ / lb)					



ITEM DESCRIPTION	ZONE 1	ZONE 2	ZONE 3	ZONE 4	ZONE 5
Current transformers (all) (\$ / lb)					
<50 ppm PCB (\$ / lb)					
50 - 499 ppm PCB (\$ / lb)					
500 ppm PCB and above (\$ / lb)					
Potential transformers (all) (\$ / lb)					
<50 ppm PCB (\$ / lb)					
50 - 499 ppm PCB (\$ / lb)					
500 ppm PCB and above (\$ / lb)					
Capacitors (All sizes) (\$ / lb)					
<50 ppm PCB (\$ / lb)					
50 - 499 ppm PCB (\$ / lb)					
500 ppm PCB and above (\$ / lb)					
Solid Materials (All types, includes soil) (\$ / lb)					
Disposal of PCB contaminated fluids					
<50 ppm PCB (\$ / gal)					
49 - 500 ppm PCB (\$ / gal)					
500 and greater ppm PCB (\$ / gal)					
Chlorine screen test (\$ / each)					
Gas chromatography test (\$ / each)					
Water & Oil Incineration (\$ / each)					
Transportation (per trip)					
Full truck load (\$ / trip)					
Partial load (\$ / trip)					
Minimum fee (\$ / per pick up)					

# DRUG-FREE WORKPLACE COMPLIANCE FORM

## IDENTICAL TIE BIDS

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

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

(Name of business)

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

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

\_\_\_\_\_  
Date

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

# STATEMENT OF NO BID

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

**Reference: ITB# 2022-016**

We, the undersigned, have declined to bid on your Invitation to Bid Number 2022-016 October 2022, FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT BID FOR THREE-YEAR REQUIREMENT FOR THE DECOMMISSION AND DISPOSAL OF PCB FLUIDS AND PCB CONTAMINATED EQUIPMENT AND MATERIALS - for the following reason(s):

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

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of 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: \_\_\_\_\_

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

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

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

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

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

**AFFIDAVIT OF COMPLIANCE**  
**FMPA Bid No. 2022-016**

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

---

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

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

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

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

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