



Florida Municipal Power Agency

REQUEST FOR PROPOSALS

FOR

TREASURE COAST ENERGY CENTER

HEAT RECOVERY STEAM GENERATOR PAINTING

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

REQUEST FOR PROPOSALS

(This is not an order)

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

RFP FMPA 2025-202

Date Issued: January 21, 2025

Telephone: (407) 355-7767

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT **2:00 P.M. ON FEBRUARY 27, 2025**, WHICH WILL BE IN THE FMPA FIRST FLOOR CONFERENCE ROOM LOCATED IN THE FMPA BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

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

DESCRIPTION

January 2025

**Florida Municipal Power Agency
Request for Proposals for
Treasure Coast Energy Center Heat Recovery Steam Generator Painting**

See attached Request for Proposals, 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

Proposal For

January 2025

**FLORIDA MUNICIPAL POWER AGENCY
REQUEST FOR PROPOSALS FOR
TREASURE COAST ENERGY CENTER HEAT RECOVERY STEAM GENERATOR PAINTING**

**REQUEST FOR PROPOSALS
FMPA 2025-202**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until **2:00 P.M. ON FEBRUARY 27, 2025**, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for the Treasure Coast Energy Center (TCEC) Heat Recovery Steam Generator Painting as more fully described in the Request for Proposals package.

RFP packages for this project may be obtained from FMPA at the above address, by telephone (407) 355-7767, via e-mail request to bidinfo@fmpa.com, or via Internet download at www.fmpa.com.

No proposal may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of proposals, except as otherwise permitted in the RFP package. Proposals received after the day and time stated above will not be considered.

Proposals will be accepted for TCEC Heat Recovery Steam Generator Painting from companies who 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 to waive defects in proposals.

Jacob Williams
General Manager and CEO
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY
Request for Proposals for
Treasure Coast Energy Center
Heat Recover Steam Generator Painting

1. FMPA Description

Formed by Florida's municipal electric utilities in February 1978, the Florida Municipal Power Agency (FMPA or the Agency) is a non-profit, governmental, wholesale electric utilities company created to serve the needs of municipal electric utilities in Florida. All 33 municipal systems in the State are FMPA members who participate at varying levels in Agency activities.

2. Introduction - General Description of Services Sought

Florida Municipal Power Agency, (FMPA/Owner) invites proposals for Heat Recover Steam Generator Painting at Treasure Coast Energy Center; 4545 Energy Lane, Fort Pierce, FL 34981.

Treasure Coast Energy Center (TCEC) is a gas fired combined cycle power plant in Ft. Pierce Florida with a General Electric (GE) 7FA Gas Turbine and a VOGT Heat Recovery Steam Generator (HRSG). FMPA is soliciting bids to have the Turbine Enclosure and HRSG to be cleaned and repainted to original paint specifications or better. FMPA is requesting a turnkey fixed price proposal to perform this work.

Based on the relevant previous experience, your firm has been selected to receive this RFP and is invited to submit a proposal to supply the work described herein.

MATERIALS

All materials shall comply with engineering plans provided herein.

3. Overview

Upon selection of the awarded Contractor(s), FMPA will enter into a Master Agreement specifying terms and conditions. FMPA will issue a Purchase Order with project-specific technical specifications.

The submission of a proposal implies a general acceptance on the part of the bidder of the terms of this RFP, form of contract, and especially of those parts establishing warranties and guarantees.

4. Purchasing Services

Subsequent to the award, FMPA shall issue Purchase Orders to the Contractor(s) awarded the agreement pursuant to this Request for Proposal.

5. Indemnity

After notification of award, the successful bidder shall indemnify and save harmless FMPA from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and

all other persons, and for and against any orders, judgements, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation 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 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.

6. **Notice to Proposers**

Sealed proposal packages will be received until **2:00 P.M. ON FEBRUARY 27, 2025** ("Proposal Due Date") at the offices of 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 all other information necessary to allow a complete evaluation of the proposal. Registered proposers will be notified through the issue of RFP addenda of any change in the Proposal Due Date or other necessary revision to information contained in this RFP. FMPA reserves the right to reject all proposals received after the Proposal Due Date.

One (1) original hard copy (including original signatures) and one (1) electronic version (*flash drives and CDs are accepted*) of the proposal response package should be in a sealed envelope and delivered to the following address:

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

Clearly legible on the outside of the sealed envelope shall be "**TCEC HRSG Painting, FMPA RFP 2025-202**".

7. **Duration of Offer**

Proposals submitted in response to this RFP are irrevocable 120 days, unless withdrawn or modified as provided in Section 16 below. 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 will be included by reference in any resulting contract.

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:

- Reject any and all proposals received in response to this RFP;

- Waive any requirement in this RFP;
- Waive any irregularities, regardless of the severity
- Not disclose the reason for rejecting a proposal;
- Not select the proposal with the lowest price; and
- Seek and reflect clarifications to proposals.
- Negotiate with the selected bidder in the event that the price exceeds available funds.
- If performance issues with Awarded Bidder; FMPA moves to next best evaluated bidder to complete work.
- Award to more than one bidder.
- Select the proposal that is in the best interest of FMPA

9. Proposal Contents

The submission of a proposal implies a general acceptance on the part of the bidder of the terms of this form of contract, and especially of those parts establishing warranties and guarantees

The proposal should include a description of the firm's capabilities and experience with providing the requested services, including a description of any special qualifications which are indicative of working familiarity with similar projects.

The following information must be included:

1. Demonstration of first-hand experience in providing similar services to those requested in this RFP;
2. Description of the resources available, including staffing levels, qualifications of key personnel who will be performing the work, equipment and capabilities; and locations of offices;
3. Proof of Insurance coverage;
4. Proof of licenses and certifications;
5. Safety protocols;
6. A schedule for the work, including the range of start dates to which your firm is prepared to commit to and anticipated completion dates.
7. General description of how projects will be staffed, managed, and completed, including project management and invoicing;

8. Identification of any work or services that may be provided by a subcontractor. Bidder shall provide information similar to that above concerning subcontractor's equipment, personnel, and qualifications; including a minimum of two (2) reference projects with similar scope of work. If after award of the RFP, the successful bidder(s) desire to utilize a subcontractor other than listed in the bid, the bidder must obtain approval of the subcontractor from FMPA. Denial of a subcontractor by FMPA will NOT absolve the bidder from getting the work done for the contracted price;
9. List of at least two (2) references for which similar projects were conducted, including name, company, title, phone number and email address, and a brief description of the project including the start and end dates;
10. List any past Heat Recover Steam Generator Painting projects for which your firm conducted work for FMPA, as well as others. Provide a brief description of the project including the start and end dates and point of contact.
11. The name and contact information of the person in Bidder's firm who would be the official contact person for any contractual relationship.
12. Fully executed forms as provided in Appendix C - Bid Forms.

10. RFP Schedule

FMPA's timetable for this 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	January 21, 2025
Pre-Bid Meeting/Onsite Job Walk Down	February 5, 2025 @ 10:00am
Intent to Bid form and Questions Deadline	February 21, 2025
Sealed Proposals Due Date	February 27, 2025
Notice of Award <i>(Estimated date)</i> <i>(Pending budget approval)</i>	March 12, 2025

11. Site Visit and Walk-down

Site visits by each bidder are REQUIRED. The Pre-Bid Meeting/Onsite Job Walk Down will be conducted on **February 5, 2025 at 10:00am.**

12. Evaluation

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.

The evaluation criteria will include a variety of considerations, which may include but not limited to:

- a. Experience with similar projects
- b. Past Performance
- c. Availability and lead time
- d. Adherence to specifications
- e. Pricing

Proposals must include sufficient information supporting pricing to permit FMPA to evaluate all proposals, which may include different pricing elements, different products, and different methods and assumptions, on an equal basis. If sufficient information supporting pricing is not provided, FMPA may have to make pricing assumptions in evaluating proposals to achieve, in FMPA's judgment, an equal evaluation of all proposals. Those pricing assumptions made by FMPA are at FMPA's discretion and based upon FMPA's subjective evaluations of the proposals received, and may or may not be shared with proposers.

Any proposer that proposes an alternative to any FMPA specified technical or business terms, or specified-products, must clearly identify such alternatives and provide supporting information for why the proposer believes its alternative(s) are superior to FMPA's specifications. FMPA is not obliged to accept any proposer's alternatives.

13. Performance Bond/Surety

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

14. Budgetary Constraints

The Florida Municipal Power Agency 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.

15. Interpretations and Addenda

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

By E Mail: *sharon.samuels@fmpa.com*

By Fax: Ms. Sharon Samuels
(407) 355 - 5796

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

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 all potential proposers. Copies of all addenda issued in connection with this RFP may be sent to all potential proposers.

Questions and Answers

Questions will be accepted through the deadline noted in the schedule. Submit questions via email to sharon.samuels@fmpa.com. All questions will be answered and all answers will be distributed to all bidders.

Upon receipt of this Request for Proposals ("RFP"), potential Contractors shall immediately cease direct contact with individual FMPA or Generating Facility employees regarding the subject matter of this RFP.

Notwithstanding the previous sentence, If FMPA has questions about a particular proposal that, in the judgment of FMPA, would be appropriate to ask a proposer to clarify, explain, or otherwise provide supporting information for its proposal, FMPA reserves the right to pose such questions to proposers. In the event FMPA does this, it will provide a notice to all proposers of the proposers that received questions from FMPA, and the general nature of the questions, but FMPA will not provide information that it believes will give an proposer any competitive advantage over another. FMPA will evaluate answers received from proposers, but will not accept modifications to proposals after the Proposal Due Date.

16. 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 must 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.

17. Proprietary Confidential Business Information

All proposals shall become property of FMPA. FMPA will not disclose to third parties any information that is clearly labeled "Proprietary Confidential Business Information" in a proposal unless, in the opinion of counsel for FMPA, such disclosures are required by law or by order of the court or government agency having appropriate jurisdiction. Each page of Proprietary Confidential Business Information must be clearly labeled "PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION" at the top of the page. FMPA reserves the right to disclose information contained in proposals to its consultant(s) for the sole purpose of assisting in the proposal evaluation process. FMPA will require the consultant(s) to maintain the confidentiality of the document.

18. Default and Damages Provisions

FMPA will negotiate standard terms and conditions for default and damages with the awarded Contractor(s). All proposers are requested to include proposed default and damages provisions in their proposals.

19. Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, 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 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."

20. Collusion

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

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 proposer or with any competitor
2. Any prices and/or cost data quoted for this proposal have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other proposer or to any competitor
3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition
4. The only person or persons interested in this proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into and
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 Proposer for the purpose of doing business.

21. Drug Free Workplace

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

22. Subcontracted Services

Proposal should indicate which, if any, of the services to be provided would be subcontracted by the proposer to independent contractors. If work is intended to be subcontracted, BID SUBMITTAL MUST BE ACCOMPANIED BY BACKGROUND MATERIALS 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.

23 Definitions

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

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

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

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

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

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

24. Entire Contract

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

25. Acceptance of Services and Work Product

The Product or Services shall be subject to FMPA and authorized staff’s inspection at any time. FMPA may reject Product/Services within a reasonable time after completed, if such Product/Services do not comply with the requirements of the Purchase Order or the specifications for the Product/Service. The making or failure to make any inspection of, or payment for or acceptance of Product/Service shall in no way impair FMPA’s right to reject or revoke its acceptance of nonconforming Product/Service, or to avail itself of any other remedies to which FMPA may be entitled, notwithstanding FMPA’s knowledge of the nonconformity, its substantiality or ease of discovery.

Final acceptance of the Services and Work Product for purposes of the Purchase Order shall be the date upon which FMPA confirms that all Services and Work Product have been completed in accordance with the terms of the Purchase Order ("Final Acceptance").

26. Site Access Conditions

FMPA and authorized staff shall provide Contractor access to the Facility as necessary to perform the Work or Services. Access shall be subject to Contractor's obligation to comply with the following conditions:

1. Contractor shall confine its activities to only those portions of the Facility necessary for performance of the Services.
2. Contractor shall take all safety measures reasonably necessary to protect FMPA and FMPA property, its permittees and licensees and the property of each, from injury or damage caused by or resulting from the performance of Services. Contractor shall follow any and all safety and security procedures established by FMPA for the Facility. In the event of a security emergency, FMPA and its Members may deny Contractor access to a Facility or request that Contractor leave the Facility.
3. Contractor shall maintain all required insurance coverage's set forth in Section 27 at all times during the term of the Purchase Order.
4. Contractor's performance of Services shall not interfere with the use, occupancy or enjoyment of the Facility by FMPA and its Members.
5. No work or activity performed as part of the Services shall cause FMPA and its Members to be in violation of any requirement of law nor shall Contractor or any agent, employee or representative violate any federal, state or local laws while performing Services.
6. All Services shall be performed in a manner that will not damage the Facility and Contractor shall promptly notify FMPA and shall be responsible for the cost of repairing any such damage should it occur.
7. FMPA rules on maintaining a drug-free workplace shall be strictly followed and enforced by Contractor with respect to all of its employees or subcontractors and none of Contractor's employees, subcontractors, agents or representatives shall be permitted to use non-prescription drugs or alcohol at any FMPA and its Member Facility.

27. Required Insurance

The Contractor shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below. Contractor shall furnish FMPA a copy of the insurance certificate. Additional information on insurance requirements are noted in Appendix B, page 5.

The liability limits shall not be less than:

Workers' Compensation Statutory

Commercial General Liability \$2,000,000

Automobile Liability \$500,000

Product Liability as set forth in the Purchase Order, if any;

Pollution Insurance as set forth in the Purchase Order, if any;

28. Termination for Default

Any failure by Contractor to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from FMPA to Contractor demanding that such failure to perform be cured, shall be deemed an event of default by Contractor. Upon the occurrence of any such event of default, FMPA may terminate the Purchase Order and pursue any remedies available at law or in equity.

29. Termination for Convenience

FMPA shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. FMPA shall pay Contractor for any Services performed under the Specifications of the Bid Package prior to the termination date.

30. Termination for Cause

The performance of work on a Purchase Order issued under this Award agreement may be terminated for cause by a Participating Member (s) in accordance with this clause in whole, or from time to time, in part, whenever the authorized Member representative, in his or her sole judgment, determines that the Awarded Bidder is not meeting the minimum performance level required. If the Award agreement is terminated under this provision, the Member shall not be required to purchase any remaining items or continue any work. Additionally, the terminated Bidder shall not be eligible for consideration for any replacement Award agreement.

FMPA shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for performance issues. FMPA reserves the right to terminate the Contract with that Contractor(s) and re-advertise or select a second Contractor(s) from the original solicitation.

31. 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.

32. Warranties

Reference Warranty section of Appendix B, page 3.

33. Hazardous Materials of Contractor

Any Hazardous Materials used by Contractor in the performance of the Services shall be packaged, shipped, handled, labeled and disposed of by Contractor in a manner that complies with all federal, state and local laws or regulations applicable to Hazardous Materials. No Hazardous Materials shall be stored by Contractor at the FMPA and its Member's Facility before, during or after the performance of Services hereunder. Contractor shall, at its expense, remove, transport and dispose of all Hazardous Materials (i) brought by Contractor to the Facility or (ii) disturbed by Contractor's performance of Services or created by Contractor's use, handling or combination of non-hazardous materials brought by Contractor to the Facility during the performance of Services. For purposes of the Purchase Order, the term "Hazardous Materials" shall mean any substance which by law requires special handling, containment or disposal, including without limitation "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 USC Sections 5101, et seq.), "hazardous wastes" as defined in the Resource Conservation and Recovery Act, as amended (42 USC Sections 9601, et seq.), "toxic substances" as defined in the Toxic Substance Control Act as amended (15 USC Section 2601 et seq.), as amended and in the regulations adopted, published, and promulgated pursuant thereto. Contractor shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services. Contractor shall pay all costs of such licenses, permits and authorizations and all costs and expenses incurred in obtaining and maintaining them. The Contractor shall comply with all federal, state and local laws, and rules and regulations that are applicable to the performance of the services requested by FMPA.

34. Safety and Protection

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with work under this RFP. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All persons on the site who may be affected by the project work;
2. All Work and materials and equipment to be incorporated therein, whether in storage on or off of the project site. Any off-site storage logistics such as sourcing/allocation, safety, security and transfer/delivery, etc. will be the sole responsibility of the contractor.

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of the project.

35. Control of Work and Subcontractors

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

36. Domestic Preference

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

37. Public Records

Supplier acknowledges that FMPA is subject to Florida's Government in the Sunshine Law, including, without limitation, Chapter 119, Florida Statutes. As such, any documents submitted in response to this RFP may be public records subject to public disclosure. Please refer to Section 17, above, for confidential proprietary business information or trade secrets contained in such records. If Supplier does not designate its confidential proprietary business information in its response in accordance with Section 17, above, FMPA may disclose all undesignated information that FMPA is legally bound to disclose in response to a public records request.

38. Change Orders

Contractor is **not authorized** to act on any Change Order until they receive a written revision to the Purchase Order for the added scope and price.

FMPA has no obligation to pay for any goods or services outside of the authorized Purchase Order.

APPENDIX A
SCOPE OF WORK

Treasure Coast HRSG and Turbine Enclosure Coating

1. Introduction

Treasure Coast Energy Center (TCEC) is a gas fired combined cycle power plant in Ft. Pierce Florida with a General Electric (GE) 7FA Gas Turbine and a VOGT Heat Recovery Steam Generator (HRSG). FMPA is soliciting bids to have the Turbine Enclosure and HRSG to be cleaned and repainted to original paint specifications or better. FMPA is requesting a turnkey fixed price proposal to perform this work.

2. Scope

Contractor is to blast clean, or power tool clean all areas with loose, damaged, or compromised coatings from the turbine compartment back including the stack. This includes all sides of the turbine compartment (roof, both sides) and the HRSG (both sides, bottom, and top), and the top portion of the stack that is painted. All locations coated or originally coated are to be re-coated per the paint manufactures specifications.



Figure 1: Paint Location Marked Out

The coating will start on the turbine enclosure at the load compartment and include all surfaces up to and including the stack that are painted.

3. Surface Preparation

All surfaces to receive Minimum of SSPC-SP1 – Solvent Cleaning to remove all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants, including chlorides, followed by SSPC-SP 11 Power Tool Cleaning to Bare Metal for all areas with peeling paint or showing corrosion. All coatings, rust, mil scale, contaminates, must be removed allowing for 33% staining. Please refer to the surface preparation standard.

All areas receiving the SSPC-SP11 surface preparation will receive a spot prime coat within 8 hours to avoid flash rusting

Contractor **will** have to prep and coat the enclosure and HRSG while the unit is online. The surface temperature of the enclosure and HRSG is typically between 150-200* F with localized hot spots in the 350-550* F range. For this reason, a separate off-line outage mobilization will need to be included with the proposal to complete any spots not accessible and/or over temperature during operation.

Offline work date is tentatively set for September 20, 2025 for 10 days.

4. Coating

All paint overspray, spills, drips, and or required cleanup is the responsibility of the contractor. The plant will make all effort to limit activity around the work areas. The contractor is to coordinate daily with the plant point of contact to ensure all vehicles and plant activities are clear of paint overspray.

5. Testing

All coatings must first be pull tested to ASTM D4541-17 and the results reported to FMPA before application on the HRSG.

6. Tape Lines and Transitions

All locations where the paint ends will have a clean tape line (Ex: pipe penetrations, color transitions, insulation locations, etc.) All transition locations to different colors and or materials will have a clean tape line transition. All overspray, runs, drips, etc. is the responsibility of the contractor to removed.

7. Access

The contractor is responsible for all access to the turbine enclosure and HRSG by scaffolding and or a manlift. FMPA will make all reasonable efforts to ensure the contractor has unfettered access to all areas being coated so long as it does not affect the operation of the unit.

8. Coating Specification

The new coating color must match closely to the original paint spec of Canyon Sand or Dunes Sand. Final topcoat color must be a close match and be approved by FMPA before application.

Original coating of the HRSG is Primer Carboline Thermaline 2977 and Topcoat Carboline Thermaline 4900 Color 0237.

The HRSG will be re-coated with a Sherwin-Williams system below.

Spot prime coat with Sherwin-Williams Heat Flex 1200 Plus 4.0-6.0 Mils thick
Full finish coat with Heat Flex Hi-Temp 500 2.0-2.5 Mils thick.

Please see attached product data sheets of the approved coating system.

Bidders are encouraged to provide alternative coating systems for FMPA to review in conjunction with the requested Sherwin-Williams system.

9. One Year Anniversary Inspection

FMPA will set a date for a one year inspection upon job completion.

Inspection will be attended by an owner's representative, engineer, and the painting contractor.

All deficiencies are to be repaired in the coating system as determined by Engineering in accordance with the coating manufacturer's instructions.

10. Safety

Contractor must show proof of a current safety program, respirator training (if required), fall protection training, and all other applicable training required to perform the scope. Contractor must meet or exceed the minimal OSHA requirements. FMPA is a drug free facility. All personnel must be at minimum 10-hr OSHA trained with supervision at minimum 30-hour OSHA trained.

11. Weather Provisions

Treasure Coast Energy Center is located in Fort Pierce, Florida and is an outside unit subject to the prevailing weather patterns. The Contractor will be responsible for conforming their work to the local weather, both in scheduling the bulk of the work as well as staying apprised of the daily weather. The Contractor's bid will allow for ten percent (10%) inclement weather days in their schedule. A daily rate for delay days beyond that 10% will be provided.

12. Division of Responsibilities

Item	FMPA	Contractor
Allow access to the HRSG and required site safety training	X	
LOTO (if required)	X	
Safety program		X
Working from heights/fall protection program		X
Scaffolding or high reach to access all locations		X
Materials to perform job scope – including but not limited to: coatings, hand tools, power cords, air compressors, air lines, drop cloths, consumables, etc.		X
Coordination with plant for potential overspray on vehicles		X
Cleanup all drips, spills, runs, overspray, etc.		X
Electrical connection at HRSG and enclosure	X	
Work supervision		X

13. Appendix

Specifications sheets



HEAT-FLEX® 1200 PLUS

INORGANIC MULTI-POLYMERIC MATRIX COATING

Revised: June 21, 2024

PRODUCT DESCRIPTION

HEAT-FLEX 1200 PLUS is the next generation, two-component, micaceous iron oxide, enhanced inert multi-polymeric matrix (IMM) coating that outperforms alternatives in anticorrosion and mechanical resistance, combating corrosion under insulation (CUI) and in high heat applications.

- Resists corrosion under insulation and stress corrosion cracking, and conforms to NACE SP0198:2017 CUI System CS-6 and SS-5
- Operating surface temperatures from -321°F (-196°C) to 1200°F (649°C)

INTENDED USES

Formulated as a 2K for shop application of bulk items where damage resistance is required. Can be used direct to carbon or stainless steels, simplifying coating specifications for process piping and accessories. Offers long term corrosion protection in power plants, oil & gas and chemical plants as well as offshore installations. Suitable for use on surfaces either uninsulated or under thermal insulation and for the protection of cryogenic piping and equipment.

PRODUCT DATA

Finish:	Low Sheen	Average Drying Times @ 8.0 mils wet (200 microns):		
Colors:	Gray, Dark Gray, and Aluminum	50°F (10°C)	77°F (25°C)	120°F (49°C)
Volume Solids:	57% ± 2% (calculated)	50% RH		
VOC (EPA Method 24):	<420 g/L; 3.5 lb/gal	Touch:	30 minutes	20 minutes
Mix Ratio:	1 gallon Part A to 2 fl. oz. Part B	Tack Free:	90 minutes	60 minutes
Typical Thickness:		Recoat:	3 hours	2 hours
		Handle:	24 hours*	24 hours
		Pot Life:	24 hours	24 hours
		Sweat-In-Time:	None	
		*Higher film build affects cure speed and increases ship time at lower temperatures		
		Drying time is temperature, humidity, and film thickness dependent.		
Recommended Spreading Rate per coat:				
		Minimum	Maximum	
Wet mils (microns)	8.0 (200)	10.0 (250)		
Dry mils (microns)	4.0 (100)	6.0 (150)		
~Coverage sq ft/gal (m²/L)	152 (3.7)	228 (5.6)		
Theoretical coverage sq ft/gal (m²/L) @ 1 mil / 25 microns dft	912 (22.3)			
<i>NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.</i>				
Shelf Life:	12 months, unopened at 77°F (25°C) Store indoors at 40°F (4.5°C) to 100°F (38°C).			
Flash Point:	87°F (31°C) SETA			
Reducer*:	Hot application only			
Clean Up**:	VOC Restricted Areas (≤25 g/L, or ≤3%): use High Solids Compliant Thinner #1 - Fast (R7K111)			
Weight:	16.1 ± 0.3 lb/gal ; 1.93 Kg/L			

*See additional notes section for details on hot application. Do not reduce for ambient applications as it can affect film build, appearance, and adhesion.

**Other areas (>25 g/L, or >3%): use acetone, High Solids Compliant Thinner #1 - Fast (R7K111) or Xylene. Choose a solvent that is compliant in your area. Confirm compliance with state and local air quality rules before use.

SURFACE PREPARATION

All surfaces to be coated should be clean, dry and free from contamination. Prior to coating application, surfaces should be assessed and treated in accordance with ISO 8504:2000. Oil and grease should be removed in accordance with SSPC-SP1 solvent cleaning.

Minimum recommended surface preparation:

Iron & Steel:	
Preferred:	Abrasive blast clean to Sa 2.5 (ISO 8501-1:2007), SSPC-SP10/NACE 2, 1.5-2.5 mil (40-63 microns) profile
Acceptable:	SSPC-SP11, 1.0-2.5 mil (25-63 micron) profile
Stainless Steel:	
	SSPC-SP17 to achieve a profile of 1-2 mils (25-50 microns)



HEAT-FLEX® 1200 PLUS

INORGANIC MULTI-POLYMERIC MATRIX COATING

APPLICATION	APPLICATION CONDITIONS															
<p>Airless Spray</p> <p>Pump.....30:1 Pressure.....2700-3000 psi (186-207 bar) Hose.....3/8" ID (9.5 mm) Tip......017-.019" (0.43-0.48 mm) Filter.....60 mesh</p> <p>Conventional Spray</p> <p>Gun.....Graco 700N Fluid Tip......045-.055" (1.14-1.40 mm) Air Nozzle.....20 cfm Atomization Pressure.....50 psi (3 bar) Fluid Pressure.....20-30 psi (1-2 bar)</p> <p>Brush</p> <p>Brush.....China Bristle</p> <p>Roller</p> <p>Cover.....1/2" woven with solvent resistant core</p> <p>If specific application equipment is not listed above, equivalent equipment may be substituted.</p>	<p>Temperature:</p> <p>Surface: 50°F (10°C) minimum, 500°F (260°C) maximum Air & Material: 50°F (10°C) minimum, 120°F (49°C) maximum At least 5°F (2.8°C) above dew point</p> <p>Relative humidity: 85% maximum</p>															
APPROVALS																
<ul style="list-style-type: none"> • Suitable for use in USDA inspected facilities • Meets USDA requirement for incidental contact 																
ADDITIONAL NOTES																
<p>When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.</p> <p>Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, thinning, climatic conditions, and excessive film build.</p> <p>Hot Application: Reduce up to 5% by volume with MAK and apply coating in several thin passes to allow solvent to escape and to prevent blistering. Allow at least 15-20 minutes between each coat. If blistering does occur, brush out immediately with a china bristle brush.</p> <p>If an adhesion test is required for a project, carry this out by applying a test patch of 2-3 square feet. Allow one week to dry before checking adhesion using ASTM D6677 or similar standard.</p> <p>In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Xylene.</p> <p>Minor color change may be exhibited in exposed service, but will not affect performance.</p> <p>Overspray dries to a removable dust at heights ≥ 9 feet at 77°F (25°C) and 50% relative humidity. Results will vary based on environmental conditions.</p> <p>For weld areas and small touch up repairs, power tool cleaning to SSPC-SP11 is suitable. Optimal performance will be achieved with a minimum surface profile of 50 microns (2 mils).</p>																
HEALTH AND SAFETY																
<p>Refer to the SDS sheet before use. Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.</p>																
DISCLAIMER																
<p>The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Sheet.</p>																
RECOMMENDED SYSTEMS																
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Dry Film Thickness / ct.</th> <th style="text-align: center;"><u>Mils</u></th> <th style="text-align: center;"><u>(Microns)</u></th> </tr> </thead> <tbody> <tr> <td>Carbon Steel or Stainless Steel - Atmospheric:</td> <td></td> <td></td> </tr> <tr> <td>2 Cts. Heat-Flex 1200 Plus</td> <td style="text-align: center;">4.0-6.0</td> <td style="text-align: center;">(100-150)</td> </tr> <tr> <td>Carbon Steel or Stainless Steel - Insulated Service:</td> <td></td> <td></td> </tr> <tr> <td>2 Cts. Heat-Flex 1200 Plus</td> <td style="text-align: center;">4.0-6.0</td> <td style="text-align: center;">(100-150)</td> </tr> </tbody> </table> <p>Do not exceed maximum recommended DFT. May affect adhesion.</p> <p>The systems listed above are representative of the product's use, other systems may be appropriate.</p>		Dry Film Thickness / ct.	<u>Mils</u>	<u>(Microns)</u>	Carbon Steel or Stainless Steel - Atmospheric:			2 Cts. Heat-Flex 1200 Plus	4.0-6.0	(100-150)	Carbon Steel or Stainless Steel - Insulated Service:			2 Cts. Heat-Flex 1200 Plus	4.0-6.0	(100-150)
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WARRANTY																
<p>The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p>																



Protective & Marine Coatings

HEAT-FLEX® HI-TEMP 500

B59-810 SERIES

Revised: November 17, 2023

PRODUCT INFORMATION

7.17

PRODUCT DESCRIPTION

HEAT-FLEX HI-TEMP 500 is formulated with a acrylic silicone resin and can be applied direct to stainless steel or over carbon steel with or without primer. It is recommended for continuous operating service temperatures up to 500°F (260°C).

- Does not require heat curing
- Single component
- Recommended for continuous service up to 500°F (260°C)
- User-friendly - can be brushed or rolled
- Excellent spray application properties
- Air dries at ambient
- Can be applied direct to stainless steel

PRODUCT CHARACTERISTICS

Generic type:	Acrylic Silicone
Color:	SW4003 Pallet Tan, SW4054 Basin, SW4070 Generator Green, Black, Aluminum, Cirrus Gray, Shale Gray, Thunder Gray, New-Toned White
Finish:	Flat
Volume solids:	38-41%, depending on color 28.6% - Aluminum
VOC:	414 g/L; 3.45 lb/gal 344.4 g/L: 2.79 lb/gal - Aluminum

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	4.5 (112.5)	5.5 (137.5)
Dry mils (microns)	2.0 (50)	2.5 (62.5)
~Coverage sq ft/gal (m²/L)	269 (6.6)	336 (8.2)
Theoretical coverage sq ft/gal (m²/L) @ 1 mil / 25 microns dft	672 (16.5)	

Drying Schedule @ 50% RH:

	@ 50°F/10°C	@ 77°F/25°C
To touch:	4-6 hours	1-2 hours
To recoat:	10 hours	8-10 hours
To ship:*	72 hours	24 hours

* Proper procedures for thin-film systems should be followed when handling and shipping. Avoid any mechanical abrasion.
Drying time is temperature, humidity, and film thickness dependent

Shelf Life:	12 months, unopened Store indoors at 50°F (10°C) to 100°F (38°C).
Flash Point:	80°F (27°C)
Reducer:	Not recommended
Clean Up:	Xylene, R2K4

Do not exceed maximum recommended DFT. May affect adhesion.

RECOMMENDED USES

- Direct to stainless steel or carbon steel
- Direct to carbon steel or with primer
- Cyclic service up to 500°F (260°C)
 - Stacks
 - Piping
 - Heat exchangers
 - Furnaces
 - Boilers

RECOMMENDED SYSTEMS

		Dry Film Thickness / ct.	
		Mils	(Microns)
Carbon Steel:			
2 cts	Heat-Flex Hi-Temp 500**	2.0-2.5	(50-62)
or			
1 ct.	Heat-Flex 1200 Plus	5.0-6.0	(125-150)
1 ct.	Heat-Flex Hi-Temp 500**	2.0-2.5	(50-62)
or			
1 ct.	EpoPhen FF***	7.0-9.0	(175-225)
1 ct.	Heat-Flex Hi-Temp 500	2.0-2.5	(50-62)
or			
1 ct.	Phenicon HS FF***	5.0-6.0	(125-150)
1 ct.	Heat-Flex Hi-Temp 500	2.0-2.5	(50-62)
or			
1 ct.	Cor-Cote HT***	4.0-5.0	(100-125)
1 ct.	Heat-Flex Hi-Temp 500	2.0-2.5	(50-62)
or			
1 ct.	Cor-Cote HT FF***	4.0-5.0	(100-125)
1 ct.	Heat-Flex Hi-Temp 500	2.0-2.5	(50-62)

**Must apply a mist coat of Heat-Flex Hi-Temp 500. Allow 10 minutes flash off and follow with a full coat.

***Refer to respective product data sheet for maximum service temperature recommendation.

Stainless Steel:

2 cts.	Heat-Flex Hi-Temp 500	2.0-2.5	(50-62)
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NOTE: Heat-Flex Hi-Temp 500 is also suitable for use over inorganic zinc rich primers. Not recommended for:

- Service above 500°F (260°C)
- Interiors of industrial air pollution control devices
- Immersion service

TINTING

Do not tint

APPLICATION CONDITIONS

Temperature:	50°F (10°C) minimum, 120°F (50°C) maximum
	Air, surface, and material
	At least 5°F (2.8°C) above dew point
	Maximum 85% relative humidity

ORDERING INFORMATION

Weight per gallon:	11.2 lb. (5.2 kg.)
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SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Minimum recommended surface preparation:

- Iron & Steel: SSPC-SP6, 1.5-2.5 mil (40-63 micron) profile
Or SSPC-SP11, 1.0-2.5 mil (25-63 micron) profile
- Stainless Steel: SSPC-SP1, Do not use chlorinated solvents for cleaning



Protective & Marine Coatings

HEAT-FLEX® HI-TEMP 500

B59-810 SERIES

Revised: November 17, 2023

APPLICATION INFORMATION

7.17

SURFACE PREPARATIONS (CONT'D)

Iron & Steel

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Commercial Blast Cleaning per SSPC-SP6/NACE 3. Blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (1.5-2.5 mils / 40-63 microns maximum). If SSPC-SP6/NACE 3 is not possible, Power Tool Cleaning to Bare Metal per SSPC-SP11 is also acceptable (1.0-2.5 mil / 25-63 micron profile maximum). Hand Tool Cleaning per SSPC SP 2 or Power Tool Cleaning per SSPC SP 3 are acceptable preparation methods when SSPC SP 6 or SSPC SP 11 are not possible. Coat any bare steel the same day as it is cleaned or before flash rusting occurs. On stainless steel, clean per SSPC-SP1. Aluminum Oxide grit is also acceptable for use. Do not use chlorinated solvents for cleaning stainless steel. Product performance is relative to the surface preparation achieved.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	C St 2	SP 2	-
Pitted & Rusted	D St 2	D St 2	SP 2	-
Rusted	C St 3	C St 3	SP 3	-
Power Tool Cleaning	D St 3	D St 3	SP 3	-

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Conventional spray is the recommended method of application. Do not apply in heavier films than specified as blistering may occur.

Conventional Spray:

- Gun Graco 700N
- Fluid Nozzle 0.045" - 0.055"
- Air Nozzle 20 cfm
- Atomizing Pressure 50 psi
- Fluid Pressure 20-30 psi

Airless Spray:

- Pressure Minimum 2000 psi
- Hose 3/8" ID
- Tip 0.013" - 0.017"
- Reduction Not recommended

APPLICATION EQUIPMENT (CONT'D)

Brush

- Brush Natural bristle
- Reduction Not recommended

Roller

- Cover 1/4"-3/8" woven with solvent resistant core
- Reduction Not recommended

If specific application equipment is not listed, equivalent equipment may be substituted. For brush and roller application, maintain a wet edge while avoiding runs or excess film build.

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mixing Instructions: Mix paint thoroughly with low speed, spark-proof, power agitation before use. Obtain a uniform consistency. Do not incorporate air.

CLEAN UP

Clean spills and spatters immediately with Xylene, R2K4. Clean tools immediately after use with Xylene, R2K4. Follow manufacturer's safety recommendations when using any solvent.

SAFETY PRECAUTIONS

Refer to the SDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

DISCLAIMER

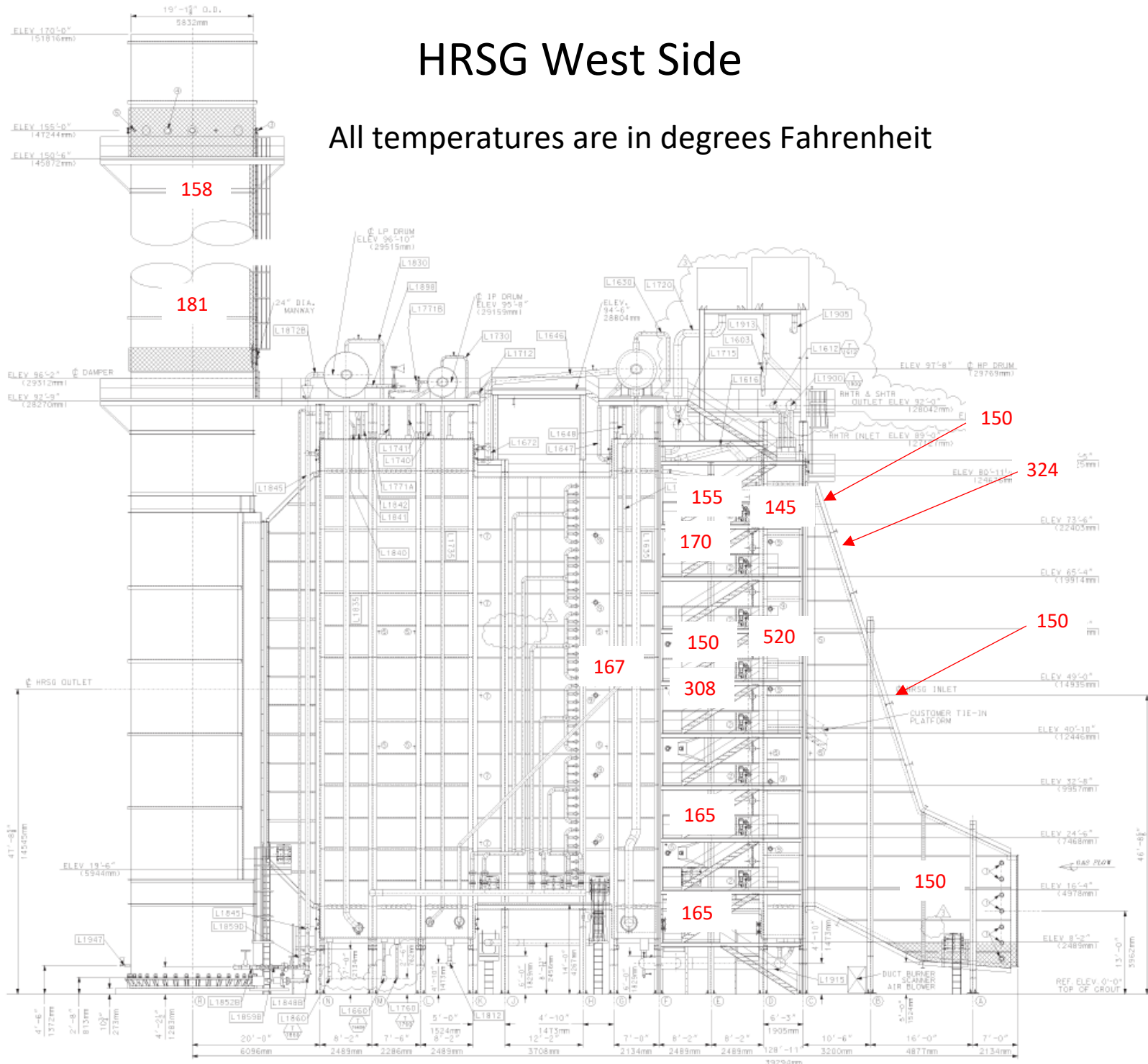
The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

WARRANTY

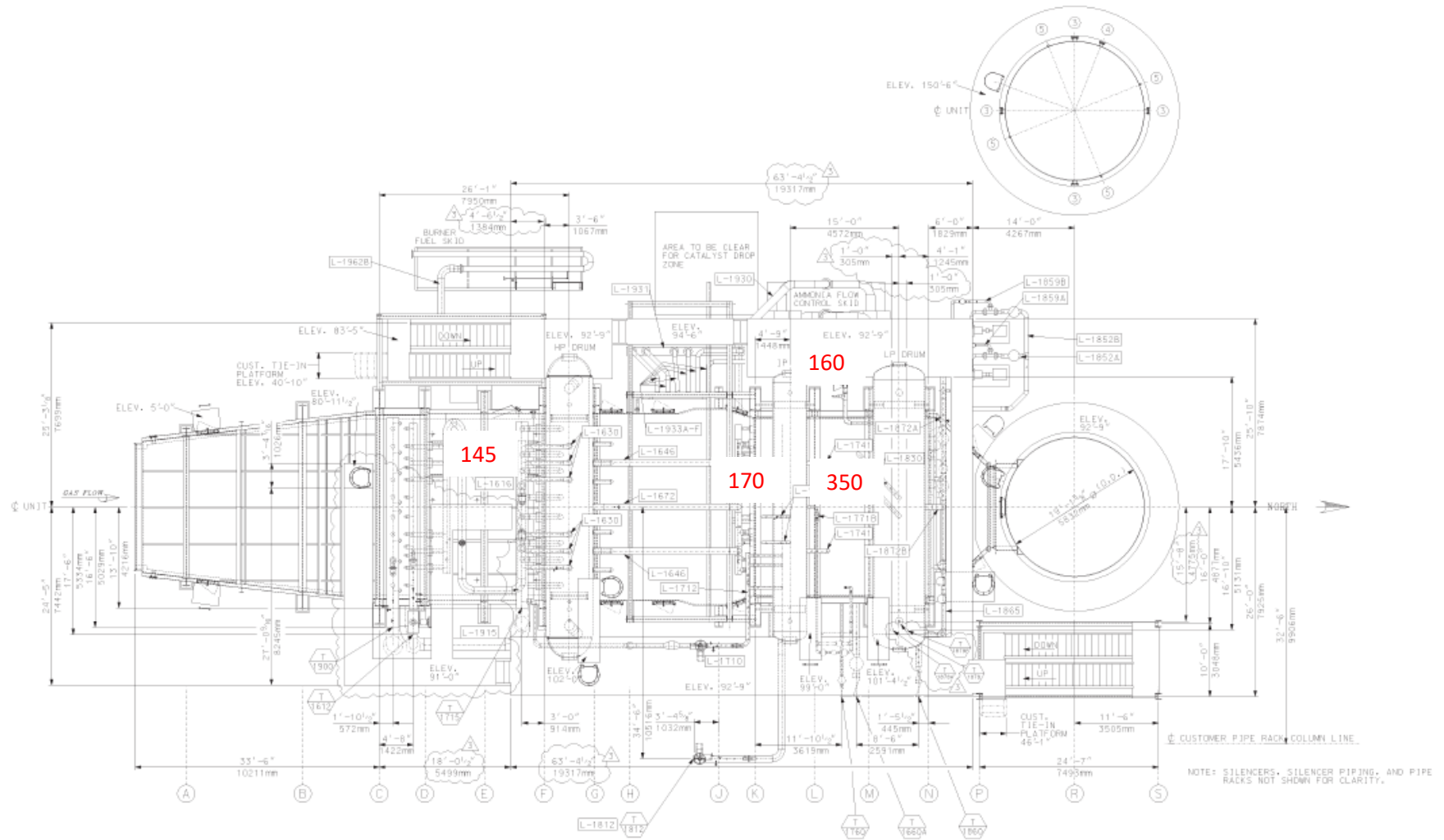
The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HRSG West Side

All temperatures are in degrees Fahrenheit



HRSRG TOP



All temperatures are in degrees Fahrenheit

APPENDIX B
SAMPLE AGREEMENT

FLORIDA MUNICIPAL POWER AGENCY
TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES
(Form PO-101AR Rev 3.)

Notice: FMPA's purchase of goods and services from the Supplier is expressly conditioned on Supplier's assent to these Form PO-101AR terms and conditions (the "Terms and Conditions") which are binding on the Supplier. Any acceptance of FMPA's offer to purchase goods and services is expressly limited to acceptance of these Terms and Conditions, and FMPA expressly objects to any additional or different terms and conditions offered by the Supplier. Any order for goods and services fulfilled by the Supplier or the performance of work by Supplier shall constitute the Supplier's assent to these Terms and Conditions. These Terms and Conditions, however, do not apply to FMPA's purchase of engineering and other professional services; such purchase of engineering and other professional services shall be governed by terms and conditions separately set forth and agreed to between FMPA and the Supplier. This notice is a material part of these Terms and Conditions.

1. **Definitions.** As used in these Terms and Conditions, the terms below have the following definitions:

"**FMPA**" means the Florida Municipal Power Agency, a governmental separate legal entity created and existing under Florida Law.

"**Good(s)**" means the materials, supplies, items, and equipment covered by the purchase order and any pre-existing master agreement between FMPA and the Supplier.

"**Goods and Services**" means the Supplier's provisions of Good(s) or Services, or both, individually or together, and the Supplier's performance of the totality of its obligations as set forth in the Purchase Order.

"**Purchase Order**" means purchase order or agreement between FMPA and Supplier for the provision of Goods and Services and includes all exhibits, specifications, attachments, and these Terms and Conditions which are hereby deemed by the parties to be a material and essential part of the Purchase Order.

"**Supplier**" means a vendor, seller, supplier, materialman, outfitter, contractor, or other provider designated in the Purchase Order and includes the Supplier's employees, subcontractors, independent contractors and all other persons performing any type of work, directly or indirectly under the Supplier's direction or control, in contribution to the provision of the Goods and Services subject to the Purchase Order.

"**Services**" means the work to be performed or the services to be provided by the Supplier, or both, as described in the Purchase Order, including any technical description or proposal submitted to or issued by FMPA and related to the Purchase Order.

2. **Applicability.** The Supplier hereby agrees to sell and provide the Good(s) and perform the Services described in the Purchase Order in accordance with these Terms and Conditions and the requirements of the Purchase Order, including any specified scope of work or technical specification included in the Purchase Order.

3. **Acceptance.** The Supplier shall accept the Purchase Order in writing. If Supplier fails to accept the Purchase Order in writing, the Purchase Order and these Terms and Conditions are nonetheless applicable and binding upon the Supplier if the Supplier engages in any conduct which recognizes the existence of a contract pertaining to the subject matter hereof, including, without limitation, the shipment of Goods or commencing the performance of Services, which is deemed by the Supplier to constitute its acceptance of the Purchase Order. Any terms proposed in Supplier's acceptance of FMPA's offer that add to, vary from, or conflict with the Purchase Order and these Terms and Conditions is hereby objected to by FMPA and shall not apply. To the extent that the Purchase order might be treated as an acceptance of Supplier's prior offer, and if any of the terms of the Purchase Order are additional to or different from any terms of such offer, then the issuance of the Purchase Order by FMPA shall constitute an acceptance of such offer subject to the express condition that Supplier assent to these additional and different Terms and Conditions, which in all cases of conflict are controlling, and Supplier shall be deemed to have so assented. Any other preprinted terms and conditions affixed to any Goods or forms provided by the Supplier are hereby acknowledged and agreed to be void and of no effect.

4. **Entire Agreement.** (a) The Purchase Order sets forth the complete and final agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written communications relating thereto.

(b) Only if the Purchase Order is used as a release for Goods or Services under a pre-existing master agreement, then

these Terms and Conditions are deemed to supplement the provisions of such master agreement to the extent they are not inconsistent and such master agreement is hereby deemed to be appended to and form a part of the Purchase Order. In the event of any inconsistency between the terms of any pre-existing Master agreement, and these Terms and Conditions and those additionally set forth in the Purchase Order, the following order of precedence is hereby agreed: (1) the terms of the master agreement, (2) the terms on the face of the Purchase Order, and (3) these Terms and Conditions.

(c) Any reference to a proposal, quotation, or other communication given by the Supplier, unless expressly provided for in the Purchase Order to the contrary, is limited only to the description of the Goods or Services and by the terms set forth or incorporated by reference in the Purchase Order.

5. **Prices.** (a) The price(s) set forth in the Purchase Order are firm, and are not subject to increase.

(b) The Supplier represents that the price(s) charged for the Goods and Services covered by the Purchase Order are the lowest prices charged by the Supplier to buyers of a class similar to FMPA under conditions similar to those specified in the Purchase Order and the price(s) comply with the applicable government regulations in effect at the time of quotation, sale, or delivery. The Supplier agrees that any price reduction made in the Goods or Services covered by the Purchase Order within the 12 months subsequent to the placement of the Purchase Order will be applicable to the Purchase Order and FMPA. In such case, the Supplier shall issue a payment to FMPA to credit to FMPA the reduction in price from the price that FMPA has paid. If FMPA has not completed payment for the Goods and Services, the Supplier shall issue to FMPA a credit against future amounts owed under the Purchase Order.

(c) FMPA may require the Supplier to provide a performance and payment bond as an option. The bonds must be priced separately.

6. **Taxes.** FMPA is tax-exempt for most purchases. FMPA's Florida Consumer's Certificate of Exemption Number is 85-8012559814C-2. A copy of this Certificate is available upon request. However, should any federal, state, or local taxes be imposed upon or on account of such sale, the prices for the Goods and Services are hereby deemed to include all such amounts, unless otherwise expressly set forth in the Purchase Order.

7. **Invoices.** (a) All invoices shall be submitted to FMPA in duplicate and shall contain the following information: (1) Purchase Order number; (2) Purchase Order line item number, as applicable; (3) Purchase Order part number, as applicable; (4) part serial number (if serialized); (5) brief description of the Goods and Services that are the subject of the invoice; (6) unit of measure; (7) unit price; (8) item quantity; (9) extended item price; (10) total invoice value; (11) Supplier's contact information and remit-to address; (12) invoice number; (13) date prepared; and (14) payment due date. Each invoice must also be accompanied by the Supplier's waiver, in a form reasonably acceptable to FMPA, of all liens and lien rights associated with amounts set forth in the invoice, conditioned only upon FMPA's payment of such invoice, as required to keep all Good(s) free from liens and claims of lien arising out of the provisions of the Goods and Services.

(b) FMPA may invoice or set off against amounts owed to the Supplier under the Purchase Order, in its discretion, any amounts FMPA determines are owed to FMPA by the Supplier pursuant to the Purchase Order, including these Terms and Conditions.

8. **Payment.** (a) Unless otherwise expressly set forth in the Purchase Order, FMPA shall pay 100% of the uncontested Purchase Order price upon the completion of the provision of all Goods and Services within 30 days after receipt of the Supplier's invoice following the delivery and FMPA's acceptance of the Goods and Services. Payment of an invoice does not constitute acceptance of the Goods and Services and shall be subject to adjustment for errors, shortages, defects in the Goods and Services, damage to FMPA for which Supplier is partially or wholly responsible, or other failure of Supplier to meet the requirements of the Purchase Order, including any of these Terms and Conditions.

(b) If applicable, in addition to Supplier's hourly rate, FMPA shall reimburse Supplier for certain reasonable business related expenses supported by original receipt, which may include reasonable travel expenses, business mileage (paid at no more than the IRS approved rate), postage, copying, and other similar business related expenses. All requests for reimbursement of expenses will be subject to audit and approval by FMPA.

9. **Delivery and Performance.** (a) Time is of the essence, and the Goods must be received or Services performed on the date(s) and at the destination(s) set forth in the Purchase Order. If the Supplier fails to meet any such delivery or performance date, FMPA may, without limiting its other rights and remedies, direct expedited routing, charge excess costs incurred thereby to the Supplier, purchase substitute goods or services elsewhere and charge Supplier for any additional expense incurred, or cancel all or part of the Purchase Order, without further liability of FMPA.

(b) Any Services required to be performed under the Purchase Order will be performed with the skill and care which would be exercised by comparable highly qualified persons performing similar Services and exercising all diligence to perform the Services in a first class manner. If the failure to meet these standards results in deficiencies in the Services, the Supplier shall re- perform such non-conforming Services necessary to correct such deficiencies at no extra cost to FMPA. Such re-performance by the Supplier shall be done in a manner and on a schedule that is established by FMPA.

(c) If applicable, the Supplier shall provide to FMPA upon delivery of Goods all material safety datasheets and other materials reasonably required by FMPA, including without limitations, factory test reports, inspections and certifications documentation, instructions and procedures for operation and maintenance, technical specifications, shipping documentation, and other similar or FMPA-designated materials.

10. Freight; Title and Risk of Loss. (a) Unless otherwise specifically provided for, Supplier shall be responsible for all freight and delivery costs, including unloading costs, to the destination specified in the Purchase Order. All freight and delivery charges will be paid by Supplier. Notwithstanding anything else herein, Supplier shall bear all risks of loss and damage to the Goods until final acceptance by FMPA at the destination specified in the Purchase Order. Further, Supplier shall bear the same risks with respect to any Goods rejected by FMPA or as to which FMPA has revoked its acceptance, from the time of such rejection or revocation.

(b) Risk of loss, title, and ownership of the Goods and Services shall pass to FMPA upon FMPA's acceptance of the Goods and Services meeting the quantity, quality, and other requirements set forth in the Purchase Order, except that nothing prohibits FMPA from revoking such acceptance if subsequently FMPA determines any of the Goods and Services, despite the initial acceptance thereof, did not meet all requirements of the Purchase Order.

11. Inspection and Acceptance. (a) Notwithstanding any prior inspections or payments hereunder, all Goods and Services shall be subject to final inspection, which may include measurement, testing and examination, at FMPA's facility within a reasonable time (but not less than 90 days) after receipt at destination. Any inspection by FMPA does not relieve the Supplier of any obligations or liabilities under the Purchase Order.

(b) If FMPA determines that any Goods and Services delivered or performed do not meet all of the requirements of the Purchase order, FMPA shall have the right to reject such Goods and Services and return such rejected Goods to Supplier at Supplier's expense. FMPA may elect to reject the entire Goods and Services tendered even if only a portion thereof is nonconforming. If FMPA elects to accept nonconforming Goods or Services, FMPA, in addition to its other remedies, shall be entitled to an appropriate reduction in price, as reasonably determined by FMPA based upon the total Purchase Order price. Payment for any Goods or Services shall not be deemed an acceptance thereof. All Goods that fail to meet the requirements of the Purchase Order are subject to Supplier's payment of any "in and out" costs incurred by FMPA due to such failure.

(c) Acceptance of any part or portion of the Goods and Services subject to the Purchase Order does not bind FMPA to accept any future shipments nor deprive FMPA of its right to return nonconforming Goods that were previously accepted.

(d) If Services under the Purchase Order are performed on FMPA property, the Services are deemed to not be complete until all rubbish, trash, debris, and unused material due to or connected with the performance of the Services is removed and the premises are left in a safe, neat, and reasonably clean condition.

12. Warranty. (a) Supplier warrants that all Goods and Services furnished under the Purchase Order are: (1) be free from known, apparent, latent and inherent defects in workmanship, material, manufacture, and design (where design is the Supplier's responsibility); (2) comply with the requirements of the Purchase Order in all respects and any samples and warranties furnished by the Supplier; (3) be merchantable and safe for use, and fit and sufficient for the use intended by FMPA; (4) be free and clear of any lien, security interest, or other adverse claim against title; and (5) not infringe, including without limitation their sale or use alone or in combination, any United States or foreign patents, trademarks, trade secrets, copyrights, or proprietary rights of any third party.

(b) The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by FMPA.

(c) Supplier's warranties shall be effective for the period of time either (1) as set forth in the Purchase Order expressly, or (2) two years from the date of FMPA's final acceptance, whichever is greater plus an additional two (2) years from any warranty repair with the total period not to exceed four (4) years from the date of FMPA's final acceptance.

(d) If any of the Goods and Services furnished under the Purchase Order do not meet the warranties described in these Terms and Conditions or otherwise, FMPA may, at its option: (1) require the Supplier to correct, at no cost to FMPA, any defective or nonconforming Goods and Services by repair or replacement; or (2) return such defective or nonconforming Goods at the Supplier's expense to the Supplier and recover from the Supplier the price for such defective or nonconforming Goods and FMPA's related costs to determine such defect or nonconformance, for FMPA's return shipping costs to the Supplier, and for FMPA's acquisition and installation of replacement Goods meeting FMPA's requirements; (3) correct the defective or nonconforming Goods and Services itself and charge the Supplier for all costs and expenses incurred by FMPA related to such correction; or (4) accept the defective or nonconforming Goods and Services at a reduced price, as reasonably determined by FMPA based upon the total Purchase Order price. In all cases, for Goods and Services that do not meet the warranties described in these Terms and Conditions or otherwise, the Supplier shall be responsible for the costs of removal and reinstallation. Also, since the Goods and Services may be part of and operating power plant – the timing of repairs will in all cases be at FMPA's convenience.

13. **Changes.** FMPA reserves the right at any time to change the requirements of the Purchase Order and these Terms and Conditions in writing, and if such change causes an increase or decrease in price or delivery of the Goods or Services, an equitable written adjustment shall be made. Any price changes must be agreed to in writing at least 60 days prior to becoming effective. Any such change, modification, change order, or constructive change must be reasonable for the completion of the Services.

14. **License.** To the extent that the Supplier or third parties retain ownership rights in materials delivered with the Goods, or upon which any work product is based, the Supplier hereby grants to FMPA an irrevocable, worldwide, non-exclusive, royalty-free right and license to make, have made, modify, use, distribute, publicly perform or display, sell, offer to sell, and import such materials. Supplier hereby warrants that it owns or has acquired rights in all such intellectual property necessary to grant the licenses and intellectual property rights set forth in this provision.

15. **Liens.** As a governmental legal entity subject to Florida law, FMPA's property (real and personal) is not subject to lien or other security interests. The Supplier hereby acknowledges the foregoing and covenants to not attempt to nor permit the attempt to impose or attach a lien on FMPA's property by the Supplier associated with the Goods and Services purchased by FMPA under the Purchase Order.

16. **Indemnity.** (a) The Supplier shall defend, indemnify, and hold FMPA and its members, officers, directors, employees, agents, successors, and assigns harmless from and against any and all claims, suits, actions, liabilities, losses, costs, reasonable attorneys' fees and costs, expenses, judgments or damages, whether ordinary, special, or consequential arising directly or indirectly from or in connection with (1) the acts, negligence, omissions, or willful misconduct of Supplier; (2) the Goods or Services supplied; (3) a breach of any of Supplier's warranties or any other term or condition of the Purchase Order, including these Terms and Conditions; (4) the Supplier's negligent, unauthorized, or wrongful acts or omissions with regard to the transportation, use, handling, disposal, processing, or installation of hazardous materials; (5) a claim that any of the Goods and Services furnished by the Supplier infringe upon or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property interest of another; (6) a claim of any lien, security interest, or other encumbrance made by a third party that is related to the Purchase Order; and (7) Supplier's violation of federal or state law, regulation, rule, permit, statute, or ordinance.

(b) It is understood and agreed that each party has an affirmative duty to promptly notify the other party in writing of any claims, demands, or suits brought or made against such notifying party with respect to its performance pursuant to the Purchase Order. FMPA may permit the Supplier, in FMPA's discretion, to settle any claim or suite indemnified by the Supplier hereunder, with

the written approval of FMPA and agrees, to the extent permissible by law, that it may permit the complete control of such defense by the Supplier. Any settlement offer negotiated by the Supplier pursuant to this indemnity provision shall, prior to being submitted to an adverse third party, be (1) a *bona fide* offer of settlement that releases with prejudice all claims and liabilities against FMPA, its members, directors, officers, agents, representatives, consultants, independent contractors, and employees, arising out of the claim or suit for which indemnity is sought; (2) made in good faith by the Supplier; (3) discussed, reviewed, and approved in writing by FMPA; and (4) not include any terms or conditions which impose on FMPA, its members, directors, officers, agents, representatives, consultants, independent contractors, and employees any obligation, legal or otherwise, to perform or refrain from any act which would have a legal, financial, or operational impact to FMPA and which would not be reimbursed by the Supplier as part of the proposed settlement.

(c) To the extent permissible by law, and deemed appropriate in the sole discretion of FMPA, FMPA its members, directors, officers, agents, representatives, consultants, independent contractors, and employees shall cooperate fully with the Supplier and its legal representatives in the investigation and defense of any claims or suits covered by this indemnity provision.

17. **Insurance.** (a) If required by FMPA and expressly stated in the Purchase Order, Supplier shall carry and maintain insurance coverage satisfactory to FMPA to cover its obligations in the Purchase Order, including without limitation, the following insurance with the respective minimum limits per occurrence:

- (1) Commercial General Liability - \$2,000,000;
- (2) Workers' Compensation - statutory;
- (3) Business Automobile Liability - \$1,000,000;
- (4) Product Liability Coverage - as set forth in the Purchase Order, if any; and
- (5) Pollution Insurance and Builder's All Risk - as set forth in the Purchase Order, if any.

(b) Supplier shall provide FMPA with a certificate evidencing compliance with the above requirements of subsection (a) and naming FMPA and the other entities specified in the Purchase Order (which in any event shall include the owner or any FMPA joint-owner(s) of the facility for or at which the Supplier is providing the Goods and Services) as an additional insured, except on the worker's compensation policy. Supplier shall provide FMPA with no less than 10 days prior notice of cancellation of any such insurance. At no time shall Supplier be without insurance in the above amounts during any performance related to the Purchase Order, which is deemed to be a material default under these Terms and Conditions.

18. **Termination.** (a) FMPA may, at any time, terminate the Purchase Order, in whole or in part, without cause, upon written notice to the Supplier. Upon any such termination the Supplier shall, to the extent specified by FMPA, stop all work on the Purchase order, and cause its suppliers and subcontractors to stop work. The Supplier's charges for any such termination of the Purchase Order are limited to actual non-recoverable costs incurred by the Supplier that the Supplier can demonstrate were properly incurred prior to the date of termination. In no event shall FMPA be obligated to reimburse Supplier for Good(s), inventory, or Services in excess of those required to meet FMPA's delivery schedule for binding forecasts. In no event shall such reimbursement include anticipated profits or revenue or other economic loss for undelivered Good(s) or unperformed Services.

(b) FMPA may delay the Supplier's performance for any reason upon written notice to the Supplier. If FMPA delays performance for more than three months and either FMPA or the Supplier elects to terminate the Purchase Order because of such delay, the Supplier's sole remedy shall be reimbursement for actual non-recoverable costs incurred by the Supplier that the Supplier can demonstrate were properly incurred prior to the date of termination. In no event will FMPA reimburse Supplier for Good(s), inventory, or Services in excess of those required to meet FMPA's delivery schedule for binding forecasts. In no event shall such reimbursement include anticipated profits or revenue or other economic loss for undelivered Good(s) or unperformed Services.

(c) FMPA may terminate this PO, in whole or in part, if Supplier: (1) is in material default of the Purchase Order; (2) fails to make delivery of the Good(s) or perform the Services within the time specified in the Purchase Order; (3) fails to replace or correct defective Goods and Services in accordance with the provisions of the Purchase Order, including these Terms and Conditions; (4) fails to perform any other provision of the Purchase Order or so fails to make progress as to endanger performance in accordance with its terms; or (5) becomes insolvent, files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors. In the event of cancellation pursuant to this clause, FMPA may procure similar Goods or Services elsewhere by purchase order or otherwise and the Supplier shall be liable to FMPA for all of its excess costs.

(d) Any such termination shall not relieve the Supplier from any liability under the Purchase Order.

19. **Limitation of FMPA's Liability.** In no event shall FMPA be liable for special, incidental, or consequential damages or lost profits of the Supplier. Any action resulting from any breach on the part of FMPA as to the Good(s) delivered or Services performed under the Purchase Order must be commenced within one (1) year after such breach.

20. **Remedies.** FMPA's remedies are cumulative, and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision.

21. **Compliance with Laws.** Supplier warrants that all Goods and Services will be produced or performed in compliance with all applicable federal, state, and local laws, rules, and regulations, including without limitation:

- (1) the Environmental Protection Agency Toxic Substances Control Act's reporting regulation and any and all pre-manufacturing reporting required with regard to the Good(s), or any of the Good(s)' constituent ingredients, covered by the Purchase Order;

- (2) applicable state hazardous materials regulations in shipping the Good(s) covered by the Purchase Order;
- (3) the Occupational Safety and Health Act of 1970;
- (4) the Resource Conservation and Recovery Act, and the Immigration Reform and Control Act of 1986 (“IRCA”) and the IRCA’s implementing regulations as they pertain to any and all employees employed by Supplier in connection with performance hereunder.

Any provisions required thereby to be included herein shall be deemed to be incorporated by reference.

22. **Governing Law.** The validity and interpretation of the Purchase Order and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to the Purchase Order or any agreement, instrument, or document contemplated by the Purchase Order must be brought exclusively in the County or Circuit Court for Leon County, Florida, or the United States District Court sitting in Tallahassee, Florida, as appropriate. The parties consent to and agree to submit to the personal jurisdiction of such courts. Each of the parties hereby waives, and agrees not to assert in any such controversy, claim, or dispute, to the fullest extent permitted by applicable law, any argument or claim that: (1) such party is not personally subject to the jurisdiction of such courts, (2) such party and such party’s property is immune from any legal process issued by such courts, or (3) any litigation or other process commenced in such courts is brought in an inconvenient forum.

23. **Independent Contractor.** In all matters relating to the Purchase Order, the Supplier is and will be deemed to be acting as an independent contractor of FMPA. The Supplier is not an employee, agent, partner, or representative of FMPA. The Supplier shall conduct its business under its own name as an independent contractor, and is hereby expressly prohibited from holding itself out as an employee, agent, partner, or representative of FMPA. It is agreed that any person employed by the Supplier to perform its obligations under the Purchase order is not and will not be deemed to be an employee of FMPA, and Supplier and Supplier’s employees, suppliers, subcontractors, agents, or representatives shall not be, nor represent themselves to be, officers, employees, agents, or representatives of FMPA and shall not bind, nor attempt to bind, FMPA to any agreement, liability, or obligation of any nature. Supplier agrees to pay, and hereby accepts full and exclusive liability for the payment of, any and all contributions and taxes for unemployment compensation or disability insurance or old age pension or annuities, and all similar provisions now or hereafter imposed by any federal or state governmental authority, which are imposed with respect to or measured by wages, salaries, or other compensation paid by the Supplier to persons employed by the Supplier; and the Supplier further agrees to indemnify and save FMPA harmless against any and all such liability or claims thereof.

24. **Force Majeure.** Neither party shall be liable for failure to perform under the Purchase Order if such failure to perform arises out of causes beyond the reasonable control and without the fault or negligence of the non- performing party (“**Force Majeure**”). Such causes may include, but are not limited to, acts of God or public enemy, wars, riots, fires, floods, explosions, epidemics, quarantine restrictions, freight embargoes, water shortages, and unusually severe weather. However, “Force Majeure” SHALL NOT MEAN NOR INCLUDE the negligence, gross negligence, or willful malfeasance of a party or any of its directors, officers, agents, representatives, independent contractors, or employees during the performance of the Purchase Order. This provision shall become effective only if the party failing to perform notifies the other party orally within 24 hours and provides written confirmation within two business days of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the reasonable control of the non-performing party. It is understood and agreed that FMPA shall not be liable to any other party for any damage occasioned by Force Majeure.

25. **Assignability and Subcontracting.** The Purchase Order is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, neither the Purchase Order nor any interest in the Purchase Order may be assigned, delegated, or otherwise transferred by the Supplier except upon the prior written consent of FMPA, and any assignment or transfer without such consent shall be void and of no effect. The Supplier shall not appoint any subcontractor or non-employee to carry out its obligations under the Purchase Order without the prior written consent of FMPA. In any event, even with FMPA’s consent, the Supplier shall remain liable for the performance of all such obligations and shall ensure that any permitted subcontractor or non-employee reads and understands the terms of the Purchase Order and that the Goods and Services are provided in accordance with all requirements. FMPA may assign its rights or obligations under the Purchase Order to any FMPA affiliate or successor without Supplier’s consent.

26. **Survivorship.** All provisions, representations, and warranties contained in the Purchase Order, including in these Terms and Conditions, which by their nature are required or intended to be observed or performed after termination or completion of

the Purchase Order are hereby intended by the parties to survive its termination or completion.

27. **Notices.** (a) Each party giving or making any notice, request, demand, or other communication (each, a “notice”) pursuant to this agreement shall give the notice in writing, unless otherwise expressly permitted in this agreement, and shall use one of the following methods of delivery, each of which for purposes of this agreement is a writing: (1) personal delivery; (2) registered or certified mail, in each case, return receipt requested and postage prepaid; (3) nationally recognized overnight courier, with all fees prepaid; (4) electronic mail with electronic confirmation of the addressee opening the electronic mail (*i.e.*, read receipt) or (5) facsimile.

(b) Each party giving a notice shall address the notice to the appropriate person at the receiving party (the “Addressee”) at the address listed below or to another Addressee or at another address designated by a party in a notice pursuant to this section 27:

If to FMPA: Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
Attention: Chief Operating Officer
Facsimile No.: (407) 355-5794
Email: ken.rutter@fmpa.com
david.schumann@fmpa.com
Telephone No. (for verification purposes only): (407) 355-7767

With a required copy to: Florida Municipal Power Agency
Office of the General Counsel
2061-2 Delta Way (32303-4240)
Post Office Box 3209
Tallahassee, Florida 32315-3209
Attention: Purchase Order Terms and Conditions
Facsimile No.: (850) 297-2014
Email: jody.lamar.finklea@fmpa.com
Telephone No. (for verification purposes only): (850) 297-2011

If to the Supplier: As provided in the Purchase order.

(c) Except as provided else-where in this agreement, a notice is effective only if the party giving or making the notice has complied with subsections (a) and (b) and if the Addressee has received the notice. A notice is deemed to have been received as follows:

- (1) If a notice is delivered in person, or sent by registered or certified mail, or nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- (2) If a notice is sent by facsimile, upon receipt by the party giving or making the notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the Addressee’s facsimile number.
- (3) If the Addressee rejects or otherwise refuses to accept the notice, or if the notice cannot be delivered because of a change of address for which no notice was given, then upon the rejection, refusal, or inability to deliver.
- (4) Despite the other clauses in this subsection (c), if any notice is received after 5:00 p.m. on a business day where the Addressee is located, or on a day that is not a business day where the addressee is located, then the notice is deemed received at 9:00 a.m. on the next business day where the Addressee is located.

28. **Public Records.** All documents submitted and received by FMPA may become public records and FMPA shall treat them as subject to the Florida Public Records Law, including chapter 119, Florida Statutes.

29. **Enforcement.** In the event that either party is required to enforce the Purchase Order by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs, for cost of investigation, trial, alternative dispute resolution, cost of settlement, and/or appellate proceedings.

30. **Interpretation.** Each reference to the Purchase Order in these Terms and Conditions always includes these Terms and Conditions as a material part of the Purchase Order, whether or not the language "including these Terms and Conditions" or similar language is provided.

31. **General Provisions.** (a) In the event that any of the terms, covenants or conditions of the Purchase Order, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, the remainder of the Purchase Order and the application of its terms, covenants or conditions to such persons or circumstances shall not be affected by that invalidity.

(b) Except as provided in section 13, no amendment to the Purchase Order is valid unless mutually agreed and signed by both parties.

(c) The Purchase Order reflects the negotiated agreement of the parties. Accordingly, the Purchase Order, including these Terms and Conditions, is to be construed as if both parties jointly prepared it, and no presumption shall be made as to whether one party or the other prepared the Purchase Order for purposes of interpreting or construing any of the provisions of the Purchase Order or otherwise.

(d) The headings provided in the Purchase Order, including these Terms and Conditions, are for convenience only and do not affect its meaning.

(e) The Purchase Order may be executed in counterparts, each of which is deemed to be an original, but all of which together shall constitute one and the same instrument.

CONTRACTOR _____

FLORIDA MUNICIPAL POWER AGENCY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPENDIX C
BID FORMS**

**PROPOSAL TO FURNISH AND DELIVER
TCEC Heat Recover Steam Generator Painting
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 RFP. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the materials/services specified in the RFP at the prices quoted in my proposal as indicated in the appropriate spaces on this and the attached sheet BF-2.

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

Prices quoted shall remain firm and irrevocable for duration of project.

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

Number _____ Dated _____

Number _____ Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

BID FORM
TCEC Heat Recover Steam Generator Painting

BID FORM

Provide a Lump Sum Total Price to furnish and deliver a turn-key solution as described in the scope of work. Pricing must include materials & work.

TOTAL PRICE _____

**FMPA RFP 2025-202
Intent-to-Bid Form**

Form Due Date: February 21, 2025

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. You may also mail a copy of this form to the following address:

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.

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

RFP 2025-202

Name of Company:

Address:

Name of Contact Person:

E-Mail Address:

Phone:

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# 2025-202

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name

AFFIDAVIT OF COMPLIANCE

FMPA RFP 2025-202

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

_____ We TAKE exception as follows:

Company Name:

By:

(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address:

Telephone Number:

Toll Free Number:

Fax Number:

Date:

HUMAN TRAFFICKING AFFIDAVIT

Pursuant to Section 787.06 Subsection (13), FLORIDA STATUTES, all bidders should be aware:

“When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section.

_____ (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

Company Name: _____

By: _____
(Authorized Person’s Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Date: _____

DRUG-FREE WORKPLACE COMPLIANCE FORM

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more proposals 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 proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned proposer in conformity 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 proposal 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 proposal, 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 893 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.

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

Signature

Name of Proposer

Date

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 2025-202, Florida Municipal Power Agency, TCEC Heat Recover Steam Generator Painting - 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 servicing FMPPA.