



Florida Municipal Power Agency

REQUEST FOR PROPOSALS

FOR

CANE ISLAND 3

**4kV SWITCHGEAR AND GENERATOR RELAY
UPGRADE**

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)

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TO: 8553 Commodity Circle
Orlando, Florida 32819
Attn: Sharon Samuels

RFP FMPA 2026-211

Date Issued: August 3, 2026

Telephone: (407) 355-7767

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT **1:30 P.M. EST ON SEPTEMBER 3, 2026**, 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 electronically via Vendor Link or submitted physically at the FMPA office in Orlando. Forms provided in the RFP must be signed; DocuSign/ReadySign secure signatures are acceptable forms of signature.
- 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

August 2026

**Florida Municipal Power Agency
Request for Proposals for
Cane Island 3
4kV Switchgear and Generator Relay Upgrade**

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

August 2026

**FLORIDA MUNICIPAL POWER AGENCY
REQUEST FOR PROPOSALS FOR
CANE ISLAND 3
4kV SWITCHGEAR AND GENERATOR RELAY UPGRADE**

**REQUEST FOR PROPOSALS
FMPA 2026-211**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until **1:30 P.M. EST ON SEPTEMBER 3, 2026**, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for the Cane Island 3 4kV Switchgear and Generator Relay Upgrade 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, via Internet download at www.fmpa.com, or via <https://myvendorlink.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 4kV Switchgear and Generator Relay Upgrade 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
CANE ISLAND 3
4kV Switchgear and Generator Relay Upgrade

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 from qualified contractors to perform a 4kV Switchgear and Generator Relay Upgrade at Cane Island 3 6075 Old Tampa Highway, Intercession City, Florida 33848; The contractor shall execute the upgrade of the protection system, which includes replacing existing protective relays with modern Schweitzer Engineering Laboratories (SEL) microprocessor-based relay systems, fabricating and installing purpose-built cubicle protection panel doors, and removing terminating, and integrating Owner-Furnished Equipment(OFE) currently housed in temporary onsite panels. The contractor's scope shall encompass all required engineering evaluations, protection and coordination studies, relay settings development, panel design, design documentation, installation, testing, and commissioning necessary to deliver a fully integrated and operational system.

Based on the relevant previous experience, your company 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 response packages, either via Vendor Link (<https://myvendorlink.com>) or hardcopies in sealed envelopes, will be received until **1:30 P.M. EST ON SEPTEMBER 3, 2026** ("Proposal Due Date") at the offices of the Florida Municipal Power Agency, 8553 Commodity Circle, Orlando, FL, 32819 at which time the bids will be opened and logged publicly in the 1st floor Conference Room.

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 and time.

Directions for Vendor Link submissions:

Register on Vendor Link at <https://myvendorlink.com> prior to submittal date. Download the RFP, and complete the required forms. Upload your submittal, required forms and attachments to Vendor Link. Emailed submissions will not be accepted.

Directions for Hardcopy submissions:

Hardcopy submissions shall be clearly marked on the outside of the sealed envelope "RFP# 2026-211, CI3 Generator Relay Upgrade". Emailed submissions will not be accepted.

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 three (3) 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 4kV switchgear and generator relay upgrade 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	August 3, 2026
Mandatory Site Visit	August 20, 2026
Intent to Bid form and Questions Deadline	August 24, 2026
Sealed Proposals Due Date	September 3, 2026
Notice of Award <i>(Estimated date)</i> <i>(Pending budget approval)</i>	October 1, 2026

11. **Site Visit and Walk-down**

Mandatory site visit with walk-down will be held on **August 20, 2026 at 9:30am EST**; Cane Island Power Park 3; 6075 Old Tampa Highway, Intercession City, Florida 33848. PPE is required.

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 from potential bidders who notify us that they will be a bidder. We reserve the right not to answer other questions. Questions and 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 questions 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 \$1,000,000

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.

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

Cane Island – Unit 3 4160V Switchgear Relay Upgrade

1 REVISION HISTORY

07/30/2026

REV 0 – Working Document

2 GENERAL SCOPE OF WORK

2.1 INTRODUCTION

The Florida Municipal Power Agency (hereinafter referred to as “FMPA” or “Owner”) is soliciting competitive bids from qualified vendors to furnish all labor, supervision, materials, equipment, and services necessary to review, validate, consolidate, and implement the design and relay settings packages provided by Burns & McDonnell (B&McD) for the Cane Island Unit #3 4160V Medium-Voltage Switchgear Relay Upgrade. The Work includes replacement cubicle door fabrication and installation, removal of existing equipment, control wiring demolition and reinstallation, relay implementation, testing, commissioning, documentation updates, and all activities necessary to place the upgraded protection system into reliable commercial service. The Work described herein shall be performed during the Spring 2027 Planned Maintenance Outage.

The existing 4160V switchgear consists of two (2) independent buses, Bus 1A and Bus 1B, each equipped with legacy GE Multilin protective relays that have reached the end of their useful service life. This project includes the replacement of the existing protective relays with modern Schweitzer Engineering Laboratories (SEL) microprocessor-based relay systems, fabrication and installation of new purpose-built cubicle protection panel doors, and the removal, termination, and integration of Owner-Furnished Equipment (OFE) currently installed in temporary onsite panels.

B&McD will provide the basis-of-design package, including drawings, relay settings, calculations, and supporting documentation. The Supplier shall review and reconcile the B&McD package with all fabrication, installation, and field-generated revisions and shall provide a consolidated final package that incorporates all approved changes and reflects the final installed configuration. Any duplicate, overlapping, superseded, or conflicting documents shall be resolved and incorporated into a single coordinated set of deliverables suitable for fabrication, installation, testing, commissioning, operation, and long-term maintenance.

The existing Cane Island Unit #2 4160V Switchgear Protection and Control System shall be considered the Owner's preferred design and operational standard for this project. The Supplier shall review the B&McD basis-of-design package and perform a detailed comparison against the as-installed Unit #2 configuration. To the maximum extent practical and approved by FMPA, Unit #3 shall be configured to match the Unit #2 protection and control architecture, relay functionality, panel layouts, wiring practices, equipment arrangement, alarm and indication schemes, communications interfaces, operational features, and documentation standards. The Supplier shall

identify and reconcile all differences between the B&McD package and the Unit #2 installation and shall incorporate all approved changes into the final consolidated design package. Any deviations from the Unit #2 standard shall be clearly documented and submitted to FMIPA for review and approval prior to implementation.

The Supplier shall provide all support necessary to execute the Work, including panel fabrication, relay configuration, implementation and verification of relay settings, field installation, factory acceptance testing (FAT), field testing, commissioning, as-built documentation, and all associated deliverables required by this Scope of Work.

All work shall be performed in accordance with applicable IEEE, NERC, NEC, and NFPA standards and shall conform to the Owner's safety requirements, operational procedures, and site-specific work practices.

2.2 SUMMARY:

The scope of work encompasses the following principal task areas, each described in detail within this document:

- Switchgear Configuration Assessment, Cubicle Inventory, and Pre-Bid Site Walkdown
- Fabricated Cubicle Panel Door Design, Engineering, and Manufacturing
- Owner-Furnished Equipment (OFE) Removal from Temporary Panel and Integration into new Fabricated Cubicle Doors
- Protective Relay Replacement – Feeder, Main Breaker, and Bus-Tie Cubicles (GE-750 to SEL-751)
- Protective Relay Replacement – Motor Protection Cubicles (GE-269 to SEL-710)
- Protective Relay Replacement – Main Breaker / Transformer Cubicles (Alstom KBCH120 to SEL-787)
- Design Documentation and Deliverables
- Protective Relay Settings
- Relay Testing, Programming, and Commissioning
- Relay Communications and RTAC Integration
- As-Built Documentation, Project Reporting, Relay Protection Report, and Control Circuitry Verification

2.3 DEFINITIONS:

- FMIPA is defined as Florida Municipal Power Authority
- Owner is defined as the Florida Municipal Power Agency (FMIPA), including its authorized representatives, project managers, engineers, and designated personnel acting on behalf of FMIPA for the review, approval, inspection, testing, commissioning, and acceptance of the Work described herein.
- Engineer is defined as Burns & McDonnell (B&McD), acting as the Owner's engineering consultant for the development of the basis-of-design package and related project documentation.
- Cane Island Unit #3 is defined as the combined-cycle generating unit located at Cane Island Power Park, Intercession City, Florida, owned and operated by FMIPA.
- Unit 2 Standard is defined as the as-installed Cane Island Unit #2 4160V Switchgear Protection and Control System configuration, which shall serve as the Owner's preferred design and operational standard for the Unit #3 Relay Upgrade unless otherwise approved by the Owner.
- Supplier / Vendor / Contractor is defined as the qualified firm awarded the contract pursuant to this competitive bid solicitation and responsible for delivering all scope described herein
- OFE is defined as Owner-Furnished Equipment – equipment procured by FMIPA

- Bus 1A / Bus 1B is defined as the two (2) independent 4160 V distribution buses comprising the Cane Island Unit #3 medium-voltage switchgear lineup
- P&C is defined as Protection and Control – the engineering discipline encompassing protective relaying systems
- LOR / 86 is defined as Lockout Relay — a manually reset auxiliary relay that locks out a circuit upon fault detection, equipped with Amber and White LED indication
- FAT Factory Acceptance Testing — formal pre-shipment testing performed at the Supplier’s facility to verify relay and panel functionality prior to delivery
- RTAC is defined as Real-Time Automation Controller – the Schweitzer Engineering Laboratories SEL-3530 interfacing with SEL-3610 Port Servers installed at Cane Island Unit #3
- SEL is defined as Schweitzer Engineering Laboratories – manufacturer of the specified replacement relay equipment
- GE Multilin is defined as General Electric Multilin — manufacturer of the existing legacy GE-750 and GE-269 protective relays being replaced
- Alstom is defined as Alstom Grid — manufacturer of the existing transformer protection relays

3 DETAILED SCOPE OF WORK

The following is a detailed description of the deliverables and work to be performed by the SUPPLIER for this project.

3.1 SWITCHGEAR CONFIGURATION AND CUBICLE INVENTORY

The existing 4160 V switchgear at Cane Island Unit #3 is configured as a double-bus arrangement comprising two (2) independent buses, designated Bus 1A and Bus 1B. Each bus is served by its own main breaker and dedicated step-down transformer. Bus interconnection is provided by a single bus tie breaker shared between the two buses. Each bus also serves five (5) feeder breaker cubicles and nine (9) motor protection cubicles, providing load distribution to the plant’s auxiliary systems and motor loads. Additionally, the switchgear lineup includes one (1) communications cubicle and one (1) potential transformer (PT) cubicle per bus for metering, relaying voltage reference, and communications infrastructure.

All breaker cubicle doors, auxiliary equipment doors, motor contactor doors, and sub-panel doors shall be included in the cubicle door replacement scope. The Supplier shall field-verify all quantities, door types, and cubicle configurations during the mandatory pre-bid site walkdown as specified in Section 4.1. The following summarizes the switchgear population:

- Main Breaker / Transformer Cubicles: One (1) per bus, serving as the primary power input for each bus from its associated step-down transformer. Total across both buses: two (2) cubicles.
- Bus-Tie Breaker Cubicle: One (1) shared cubicle interconnecting Bus 1A and Bus 1B. Total: one (1) cubicle.
- Feeder Breaker Cubicles: Five (5) per bus, providing distribution to auxiliary and plant load circuits. Total across both buses: ten (10) cubicles.
- Motor Protection Cubicles: Nine (9) per bus, providing motor branch protection for plant motor loads. Total across both buses: eighteen (18) cubicles.
- Communications Cubicle: One (1) for both buses, housing communications equipment and relay interface devices.

- Potential Transformer (PT) Cubicle: One (1) per bus, providing voltage reference for protective relaying and metering. Total across both buses: two (2) cubicles.

3.2 OWNER-FURNISHED EQUIPMENT – REMOVAL FROM TEMPORARY PANEL AND INTEGRATION

Owner-Furnished Equipment (OFE) consisting of new SEL protective relays, lockout relays (86 LORs), local/remote selector switches, and associated control switches has been procured by FMIPA and installed in temporary onsite panels at Cane Island Unit #3. These temporary panels were assembled as part of an earlier project phase but are no longer applicable to this Unit #3 Relay Upgrade and cannot be utilized in their current configuration for this project. The equipment is fully functional and wired within the temporary panels at the time of bid.

The Supplier's scope with respect to Owner-Furnished Equipment shall include the following activities, performed in strict coordination with FMIPA and Cane Island Unit #3 site management:

- Coordinate with FMIPA and Cane Island personnel to schedule the safe isolation of each temporary panel. The Supplier shall identify and arrange a suitable staging and marshalling area at the site to receive, store, and protect all removed OFE prior to transport to the Supplier's manufacturing facility.
- Carefully and systematically de-terminate and de-wire all OFE from each temporary panel. Existing conductor labeling is not required to be preserved. The Supplier shall provide new conductor identification and labeling consistent with the approved wiring diagrams and project documentation.
- Remove all OFE from the temporary panel doors without damage. Prior to incorporation into the fabricated panel doors, the Supplier shall inspect and bench test each item of OFE to verify its condition and confirm proper functionality. Any OFE found to be damaged or non-functional shall be immediately reported to FMIPA in writing.
- Ship all OFE securely packaged to the Supplier's manufacturing facility for integration into the new fabricated cubicle protection panel doors. The Supplier shall be fully responsible for the safe transport, storage, and protection of all OFE from the point of removal through delivery of the completed panel doors to the project site.
- Install all OFE in the new fabricated cubicle protection panel doors as shown on the Supplier's approved door elevations, panel layouts, and wiring drawings.
- Re-wire all OFE in the new panel doors in strict accordance with the approved wiring diagrams and the wiring standards specified in Section 8.6.
- Upon completion of all OFE transfer, new panel door installation, and site commissioning, the empty temporary panel doors, all associated cable ways, and all removed temporary wiring shall be removed from the site. The installation area shall be cleaned and restored to its original condition. Removed panel doors and materials shall be disposed of properly and/or returned to FMIPA as directed.

The Supplier shall treat all Owner-Furnished Equipment with the same care, quality standards, and workmanship as Supplier-furnished equipment throughout all phases of removal, transport, fabrication, installation, and commissioning. Any OFE damaged during removal, transport, fabrication, or installation shall be replaced in full by the Supplier at no additional cost to FMIPA.

3.3 PROTECTIVE RELAY REPLACEMENT

All existing GE Multilin and Alstom protective relays on both Bus 1A and Bus 1B shall be replaced with new Schweitzer Engineering Laboratories (SEL) microprocessor-based relays as specified below. All replacement relays have been procured by FMIPA as Owner-Furnished Equipment (OFE) and are currently installed in the temporary onsite panels as described in Section 3.2. The Supplier shall remove, transport, and incorporate all OFE relays into the fabricated cubicle protection panel doors in accordance with this specification.

3.3.1 Feeder Breaker and Main Breaker Relay Replacement – GE Multilin GE-750 to SEL-751

The existing GE Multilin GE-750 feeder protection relays shall be replaced on all feeder breaker cubicles, main breaker cubicles, and the bus tie breaker cubicle across both buses. The GE-750 is a first-generation digital overcurrent and feeder protection relay that has reached end-of-useful service life and is no longer supported by the manufacturer. The replacement relay shall be the Schweitzer Engineering Laboratories SEL-751 microprocessor-based feeder protection relay.

The replacement scope includes the following cubicle types and quantities:

- Feeder Breaker Cubicles: Five (5) GE-750 relays per bus, totaling ten (10) relays across Bus 1A and Bus 1B, shall each be replaced with one (1) SEL-751 relay.
- Main Breaker Cubicles: One (1) GE-750 relay per bus, totaling two (2) relays across Bus 1A and Bus 1B, shall each be replaced with one (1) SEL-751 relay.
- Bus-Tie Breaker Cubicle: One (1) GE-750 relay in the shared bus tie cubicle shall be replaced with one SEL-751 relay.

The total quantity of SEL-751 relays to be installed is thirteen (13). All SEL-751 relays shall be bench tested and subjected to Factory Acceptance Testing (FAT) prior to field installation. Relay settings for each feeder, main breaker, and bus-tie cubicle shall be provided by Burns & McDonnell (B&McD) as part of the basis-of-design package. The Supplier shall review, validate, implement, and verify the provided settings and perform all testing necessary to confirm proper operation of the protection scheme. Any proposed changes to the B&McD settings resulting from field conditions, equipment compatibility issues, system coordination requirements, or commissioning activities shall be submitted to FMIPA for review and approval prior to implementation.

3.3.2 Motor Protection Relay Replacement – GE Multilin GE-269 to SEL-710

The existing GE Multilin GE-269 motor protection relays shall be replaced on all motor protection cubicles across both buses. The GE-269 is a legacy motor management relay that has reached end-of-useful service life and is no longer actively supported. The replacement relay shall be the Schweitzer Engineering Laboratories SEL-710 microprocessor-based motor protection relay.

The replacement scope includes the following quantity:

- Motor Protection Cubicles: Of the eighteen (18) motor protection cubicles across Bus 1A and Bus 1B, twelve (12) are equipped with GE-269 relays and each shall be replaced with one (1) SEL-710 relay.

The total quantity of SEL-710 relays to be installed is twelve (12). All SEL-710 relays shall be bench tested and subjected to Factory Acceptance Testing (FAT) prior to field installation. Motor protection relay settings shall be provided by Burns & McDonnell (B&McD) as part of the basis-of-design package. The Supplier shall review, validate, implement, and verify the provided settings and perform all testing necessary to confirm proper

operation of the motor protection functions. Any proposed changes to the B&McD settings resulting from field conditions, equipment compatibility issues, motor operating characteristics, system coordination requirements, or commissioning activities shall be submitted to FMIPA for review and approval prior to implementation.

3.3.3 Transformer Protection Relay Replacement – Alstom KBCH120 to SEL-787

The existing Alstom KBCH120 transformer protection relays shall be replaced on the main breaker / transformer cubicles for both Bus 1A and Bus 1B. The Alstom KBCH120 is a legacy first-generation digital transformer protection relay that has reached end-of-useful service life. The replacement relay shall be the Schweitzer Engineering Laboratories SEL-787 microprocessor-based transformer protection relay.

The replacement scope includes the following quantity:

- Transformer Cubicles: One (1) Alstom KBCH120 relay per bus, totaling two (2) relays across Bus 1A and Bus 1B, shall each be replaced with one (1) SEL-787 relay.

The total quantity of SEL-787 relays to be installed is two (2). All SEL-787 relays shall be bench tested and subjected to Factory Acceptance Testing (FAT) prior to field installation. Transformer protection settings, including differential protection, restraint characteristics, and associated protection elements, shall be provided by Burns & McDonnell (B&McD) as part of the basis-of-design package. The Supplier shall review, validate, implement, and verify the provided settings and perform all testing necessary to confirm proper operation of the transformer protection scheme. Any proposed changes to the B&McD settings resulting from field conditions, equipment compatibility issues, system coordination requirements, or commissioning activities shall be submitted to FMIPA for review and approval prior to implementation.

The combined total relay replacement quantity across all cubicle types and both buses is twenty-seven (27) relays, as follows: thirteen (13) SEL-751 feeder/main/bus-tie relays, twelve (12) SEL-710 motor protection relays, and two (2) SEL-787 transformer protection relays. All relays are Owner-Furnished Equipment (OFE) and shall be transferred from the temporary onsite panels per Section 3.2.

3.4 APPLICABLE CODES AND STANDARDS

All materials, equipment, and work furnished under this contract shall comply with the latest applicable editions of the following standards. Where conflicts exist between standards, the more stringent requirement shall prevail:

- IEEE C37.90 – Standard for Relays and Relay Systems Associated with Electric Power Apparatus
- IEEE C37.90.1 – Standard Surge Withstand Capability (SWC) Tests
- IEEE C37.2 – Standard Electrical Power System Device Function Numbers, Acronyms, and Contact Designations
- IEEE C57.13 – Standard Requirements for Instrument Transformers (CT and VT applications)
- NERC PRC-005 – Protection System Maintenance and Testing
- NERC PRC-019 – Coordination of Generating Unit or Plant Capabilities, Volt/Var, and Protection
- NFPA 70 (NEC) – National Electrical Code, current edition
- NFPA 70E – Standard for Electrical Safety in the Workplace
- NEMA ICS 2 – Medium Voltage Controllers rated 1,500 V to 7,200 V AC
- OSHA 29 CFR 1910.269 – Electric Power Generation, Transmission, and Distribution
- ANSI / IEEE C37.20.2 – Standard for Metal-Clad Switchgear

3.5 SUBMITTAL REQUIREMENTS

3.5.1 Pre-Fabrication Submittals

The Supplier shall prepare and submit the following documents for Engineer review and written approval prior to the commencement of any fabrication activities. No fabrication shall begin until written approval has been received from FMIPA:

- Cubicle door elevation and panel layout drawings for all replacement door types, showing dimensioned layouts of all relays, lockout relays, control switches, local/remote switches, test switches, and all other hardware items for each cubicle type
- Panel fabrication drawings, material specifications, and bill of materials for all new cubicle protection panel doors

3.5.2 Post-Commissioning Submittals (Record Documents)

Upon completion of all installation, testing, and commissioning activities, the Supplier shall submit the following record documents to FMIPA:

- Final as-built drawings incorporating all field changes for all drawings in the project design package, updated to reflect the installed and commissioned configuration
- Completed relay testing and commissioning reports for all installed relays, organized by bus and cubicle designation, signed by the commissioning engineer
- Highlighted trip path drawings for all protection zones in support of NERC PRC-005 compliance
- All CT shorting practices ensuring CT secondary Circuit Safety
- Control Circuitry Verification Document per Section 10.2
- Comprehensive project completion report per Section 10.1

3.6 QUALITY ASSURANCE AND QUALIFICATIONS

The Supplier shall have been actively engaged in the design, fabrication, and commissioning of medium-voltage switchgear protective relay upgrades of substantially similar scope and complexity for a minimum period of five (5) consecutive years immediately preceding the date of bid submission. All relay programming, testing, and commissioning activities shall be performed by engineers or technicians holding current documented qualifications for the specific SEL relay models being commissioned. When requested by FMIPA, the Supplier shall provide a list of comparable completed projects, including owner contact information, to demonstrate compliance with this experience requirement.

The Supplier shall maintain a formal Quality Assurance (QA) program and shall designate a QA Manager with documented authority over all quality-related activities associated with this contract. Upon request, the Supplier shall submit quality plans, inspection and test plans, and applicable procedures for FMIPA review. Approval of such documents shall not relieve the Supplier of full responsibility for the quality of the finished work.

3.7 WARRANTY

The Supplier shall warrant that all materials, fabricated panel doors, wiring, and workmanship furnished under this Contract against defects in design, materials, and workmanship as specified in Section 14.

4 DESIGN DOCUMENTATION AND DELIVERABLES

4.1 MANDATORY PRE-BID SITE WALKDOWN

The Supplier shall conduct a mandatory site visit to the 4160 V switchgear at Cane Island Unit #3 prior to bid submission. A minimum of one (1) full business day shall be allocated for this walkdown; bidders are encouraged to allocate additional time as necessary to thoroughly evaluate all work areas. The site visit shall be scheduled in coordination with FMIPA and Cane Island Unit #3 site management. The purpose of the walkdown is to:

- Evaluate existing relay panels, cabinet configurations, and mounting arrangements for all cubicles on Bus 1A and Bus 1B
- Field-verify cubicle quantities, door dimensions, rack-mount configurations, and door hardware for all cubicle types
- Inspect and inventory all Owner-Furnished Equipment installed in the temporary onsite panels
- Evaluate existing wiring, conductor routing, and cable management in each affected cubicle
- Identify site-specific constraints, access limitations, switchgear operational dependencies, and outage sequencing requirements
- Confirm existing relay model numbers, CT/VT ratios, and equipment nameplate data
- Verify finish color references, hardware standards, and nameplate labeling conventions

The Supplier is wholly responsible for verifying all existing field conditions. Following bid award, the Supplier will be afforded an additional opportunity to inspect the cubicles in greater detail prior to the commencement of engineering. No claims for additional compensation arising from field conditions that could reasonably have been identified during the site walkdown will be considered after bid award.

4.2 DEMOLITION AND REMOVAL

4.2.1 Existing Relay and Hardware Removal from Cubicles

The Supplier shall safely and systematically remove all existing protective relays and associated hardware from each cubicle on both Bus 1A and Bus 1B. Removal activities shall be conducted in strict conformance with FMIPA site safety requirements, NFPA 70E, and OSHA 29 CFR 1910.269. Specific requirements include:

- All cubicle circuits shall be properly de-energized, isolated, and labeled prior to commencing removal activities; the Supplier shall work with Cane Island site management and execute switching orders in coordination with FMIPA operations personnel. Once equipment has been de-energized and tagged out, the supplier shall receive a clearance from Cane Island personnel prior to performing any onsite work.
- Work that can be safely performed while the switchgear is energized – including door pre-fabrication, OFE removal from temporary panels, and pre-wiring activities – shall be identified, planned, and executed in advance to minimize total outage duration
- The integrity of the switchgear structure, bus insulation, and all energized components shall be maintained and protected throughout all removal and installation activities
- All existing JEMstar II Revenue Meters at each applicable cubicle location shall be retained as part of the project scope and shall remain in service. Where required to support panel modifications or layout optimization, meters may be relocated within the same cubicle. All retained meters shall be re-mounted on

newly fabricated custom panel mounting plates designed to accommodate the revised door configuration while maintaining full accessibility and functionality.

- FMIPA shall designate a waste staging area; the Supplier shall be responsible for proper handling, disposal, or return of all removed equipment as directed by FMIPA

4.3 INSTALLATION REQUIREMENTS

The Supplier shall perform all relay installation and panel door installation activities in strict accordance with the contract documents, approved design drawings, and the following requirements:

4.3.1 Conductor Management

The Supplier shall verify that all existing conductors are of sufficient length and condition to reach new equipment termination points prior to commencing installation.

Where existing conductors are found to be insufficient in length or in a damaged, non-serviceable condition, the Supplier shall notify FMIPA in writing and obtain prior written approval before furnishing and installing replacement conductors.

All new conductors shall be provided at a minimum length fifteen percent (15%) greater than the measured required length to facilitate future maintenance access and modifications.

All new conductors shall be installed in a neat, professional manner and integrated into the existing cable management infrastructure within each cubicle.

All pre-wired cubicle protection panel doors shall have Factory Acceptance Testing (FAT) completed at the Supplier's facility prior to shipment to the site, with a minimum 20-foot pigtailed for all field-termination pigtailed to accommodate final installation and termination within the cubicles

4.3.2 Conductor and Equipment Labeling

- All new conductors shall be clearly labeled at both ends using printed, heat-shrink sleeve labels indicating the "To" and "From" terminal designations in accordance with Cane Island Unit #3 nomenclature standards.
- All reused conductors shall be inspected by the Supplier to confirm they are in serviceable condition with secure terminations; labels on reused conductors shall be replaced with new, printed heat-shrink labels as required by new equipment designations.

4.3.3 Cubicle Door and Rack-Mount System Integrity

- All new equipment shall be installed in newly fabricated purpose-built cubicle protection panel doors as specified in Section 5
- All proposed equipment layouts within cubicle doors shall be documented on Cubicle Door Panel Layout Drawings and submitted to FMIPA for written approval prior to commencement of fabrication
- Any gaps in the rack-mount system after equipment installation shall be filled with metal blanking plates, color-matched to the existing cubicle door finish

4.3.4 CT Secondary Circuit Safety

- CT secondary circuits shall remain shorted at the designated shorting terminal blocks until the associated relay has been fully installed, wired, and verified ready for commissioning
- CT secondary circuits shall never be opened under load at any time during installation, testing, or commissioning activities
- All CT shorting practices shall be documented in the commissioning plan submitted per Section 3.5.2

5 DESIGN DOCUMENTATION AND DELIVERABLES

The Supplier shall review, validate, reconcile, update, and consolidate the design package provided by Burns & McDonnell (B&McD) in accordance with the Cane Island Unit #3 Drawing Number Guide, which will be provided for reference upon bid award. The Supplier shall incorporate all fabrication, installation, commissioning, and field-generated revisions into a complete and coordinated drawing package. In addition, the Supplier shall review the design package against the established Unit 2 Standard and incorporate all approved revisions necessary to align the Unit #3 installation with the Unit #2 protection and control configuration, as required by this Scope of Work. At a minimum, the following deliverables shall be reviewed, updated as necessary, and submitted to the Owner for review and approval prior to the commencement of installation activities:

- Demolition Drawings – Detailed drawings identifying all equipment, devices, and wiring to be removed from each cubicle and from the temporary onsite panels
- Single-Line Diagrams – Updated electrical single-line diagrams reflecting the new protection scheme for both Bus 1A and Bus 1B
- Three-Line Diagrams – Updated three-line diagrams reflecting new relay connections and CT/PT circuits for all cubicle types
- Cubicle Door Elevation / Panel Layout Drawings – Final equipment layout drawings for each replacement cubicle door type showing relays, lockout relays, control switches, test switches, nameplates, wiring interfaces, and associated hardware.
- Wiring Diagrams – Complete point-to-point interconnection wiring diagrams for all new and modified cubicle circuits. The Supplier shall review and reconcile the B&McD wiring diagrams and provide fully updated diagrams reflecting fabrication details, installation requirements, approved revisions, final field conditions, and approved Unit 2 standardization changes.
- Logic Diagrams – Updated relay logic diagrams reflecting the final protection and control functions implemented in each relay and any approved modifications required to align Unit #3 with the Unit 2 Standard.
- I/O Drawings – Complete assignments of all relay inputs and outputs for each installed relay.
- Bill of Materials (BOM) – Complete itemized list of all materials, equipment, devices, and hardware furnished and installed by the Supplier.
- Installation, Testing, and Commissioning Plans – Detailed procedures and plans for installation, testing, commissioning, and system turnover.
- Testing Reports and Trip Path Drawings – Completed relay testing reports and trip path drawings supporting verification of the installed protection systems and compliance with applicable NERC PRC-005 requirements.

The Supplier shall provide a consolidated final drawing package that incorporates all approved changes and accurately reflects the final installed configuration. Any duplicate, overlapping, superseded, or conflicting documents shall be reconciled and incorporated into a single coordinated set of deliverables suitable for fabrication, installation, testing, commissioning, operation, and long-term maintenance.

All drawings and associated documentation shall be submitted in both native AutoCAD (DWG) and PDF formats for review, distribution, and record retention. Upon completion of the project, the final drawing package shall be fully updated to reflect the as-installed condition and shall be reviewed, endorsed, and sealed by a Professional Engineer (P.E.) licensed in the State of Florida.

6 RELAY SETTINGS

B&McD shall provide the relay settings package for all new protective relays furnished under this project as part of the basis-of-design package. The Supplier shall review, validate, implement, and verify the provided relay settings and perform all activities necessary to support fabrication, testing, commissioning, and reliable operation of the protection systems. At a minimum, the Supplier's responsibilities shall include the following:

- Review, transpose, and implement the relay settings and protection logic provided by B&McD into the applicable SEL relay platform utilizing SEL AcSELeator QuickSet software. The Supplier shall provide complete and fully functional relay database (.rdb) files for each relay, incorporating all applicable protection, control, metering, communications, automation, and logic functions required for the project.
- Review the Relay Settings and Protection Coordination Report provided by B&McD, including relay setting calculations, protection philosophy, setting justification, assumptions, and supporting documentation. The Supplier shall identify and document any discrepancies, omissions, or issues that may affect fabrication, installation, testing, commissioning, or operation of the protection systems.
- Provide individual relay settings files for all protective relays furnished under this project, including SEL-751, SEL-710, and SEL-787 relays. Relay settings files shall be organized and clearly identified by station designation, bus designation, switchgear lineup, cubicle number, feeder designation, and relay device number to facilitate installation, testing, commissioning, troubleshooting, and future maintenance activities.
- Submit all relay settings files in native SEL AcSELeator database (.rdb) format and PDF format suitable for review, record retention, commissioning, and future maintenance.
- Perform relay settings verification during Factory Acceptance Testing (FAT), field testing, and commissioning activities to confirm that the settings have been correctly implemented and that all protection, control, metering, communications, automation, and logic functions operate as intended.
- Notify FMIPA of any recommended relay setting modifications resulting from field conditions, equipment compatibility issues, system coordination requirements, or commissioning activities. Any changes to the relay settings provided by B&McD shall be submitted to FMIPA for review and approval prior to implementation.
- Provide final as-left relay settings documentation reflecting all approved changes incorporated during testing, commissioning, and startup activities.

7 RELAY COMMUNICATION AND RTAC INTEGRATION

All newly installed protective relays shall interface with the local Real-Time Automation Controller (RTAC) infrastructure at Cane Island Unit #3 via Schweitzer Engineering Laboratories SEL-3610 Port Servers (OFE). The SEL-3610 Port Servers shall be installed at the applicable switchgear location. Each new SEL relay shall connect to the applicable SEL-3610 Port Server via SEL C273A serial communication cable, furnished by the Supplier.

The Supplier shall install and connect two (2) SEL-3610 Port Servers to the local newly installed Rugged Comm Ethernet Switch (OFE). The existing RTAC will be connected via Ethernet (RJ-45) interface to the ethernet switch, enabling relay data acquisition, event retrieval, and remote monitoring through the plant's SCADA system. The Supplier shall provide all relay communication configuration information and support required by the Cane Island Unit #3 I&C Department to facilitate RTAC integration and commissioning. The Supplier shall coordinate with the I&C department to provide all relay communication parameters, port assignments, relay model identification, and device addressing information required to support RTAC configuration and commissioning.

8 GENERAL EQUIPMENT AND WIRING REQUIREMENTS

The following requirements establish the minimum standards governing the design, fabrication, materials, internal wiring, and labeling of all Equipment furnished under this Contract. All materials and workmanship shall conform to applicable ANSI, IEEE, NEMA, and NEC standards, as well as any additional requirements specified in the Contract Documents. In the event of conflict between this specification and any referenced standard, the more stringent requirement shall govern.

8.1 DEAD-FRONT CONSTRUCTION

All Equipment furnished under this contract shall be of dead-front construction. No energized parts, terminals, or conductors shall be exposed or accessible from the front of the Equipment during normal operation, maintenance, or inspection activities. This requirement applies to all fabricated cubicle protection panel doors, relay panels, and associated enclosures, regardless of voltage class.

8.2 MATERIAL SUITABILITY

All materials furnished under this contract shall be specifically selected and rated as suitable for their intended application, taking into full consideration the mechanical stresses, electrical loading, thermal conditions, environmental exposures, and duty cycles to which they will be subjected throughout their service life. The Supplier shall not substitute materials of lesser rating, grade, or quality without prior written approval from FMIPA / Cane Island Project Engineer. All materials shall be new and unused, sourced from reputable manufacturers, and shall be free from defects in design, materials, and workmanship.

8.3 CURRENT-CARRYING PARTS

Unless otherwise specified in the contract documents, all current-carrying parts, buses, and conductors shall be fabricated from high-conductivity copper. The use of aluminum or other alternative conductive materials for current-carrying applications is not permitted without explicit written authorization from FMIPA / Cane Island

Project Engineer. All copper components shall be properly plated, treated, or otherwise protected against oxidation and corrosion at all contact and connection surfaces.

8.4 FABRICATED CUBICLE PROTECTION PANEL DOORS

8.4.1 Scope of Door Fabrication

The Supplier shall design, engineer, fabricate, and deliver complete replacement cubicle protection panel doors for all feeder breaker, motor protection, main breaker, bus-tie breaker, transformer, and auxiliary cubicles on both Bus 1A and Bus 1B. All new doors shall be purpose-built by the Supplier to the exact dimensional requirements of the existing switchgear cubicles, as confirmed during the mandatory pre-bid site walkdown. All breaker cubicle doors, auxiliary equipment doors, motor contactor doors, and sub-panel doors shall be included in the replacement scope.

The total door quantity to be fabricated and installed is as follows: Eight (8) standard protection cubicle doors and nine (9) smaller motor cubicle doors per bus, for a combined total of (34) protection doors and twelve (12) auxiliary doors across both buses, equaling forty-six (46) total new cubicle doors.

8.4.2 Door Construction and Material Requirements

All fabricated cubicle protection panel doors shall conform to the following construction and material standards:

- Doors shall be fabricated from steel plate of sufficient gauge and rigidity, incorporating any required cross-support members, to match or exceed the structural integrity of the existing OEM switchgear cubicle doors, as confirmed during the pre-bid site walkdown
- All protective relay doors shall incorporate 19-inch rack-mount provisions designed to accommodate all specified FT-19 Test Switches
- Doors shall be dimensioned to fit within the existing cubicle door frame openings without requiring any modification to the switchgear structure; exact dimensions shall be field-verified during the site walkdown
- Door finish color shall match the existing switchgear enclosure finish; the Supplier shall obtain the finish color reference from FMIPA during the site walkdown and confirm the color specification on the approved submittal drawings
- All door hardware, including hinges, latches, and fasteners, shall be new and shall match or exceed the quality, type, and functionality of the existing switchgear door hardware
- All blank spaces remaining in the rack-mount system after equipment installation shall be filled with metal blanking plates, color-matched to the door finish

8.4.3 Equipment Layout on Fabricated Doors

Each fabricated cubicle protection panel door shall incorporate the following equipment, transferred from the Owner-Furnished Equipment per Section 3.2 and/or furnished by the Supplier, as applicable to the specific cubicle type:

- Owner-furnished SEL protective relay (model per Section 3.3, applicable to cubicle type)
- Owner-furnished lockout relay (86 LOR) with Amber and White LED indication, Electrosch-branch, appropriate model and rating
- Owner-furnished local/remote control switch, Electrosch-branch, with Red/Green LED indication
- Owner-furnished control switches as applicable to cubicle type

- ABB FT-19R test switches shall accommodate all relay and lockout AC voltages, currents, outputs, and inputs

All proposed equipment layouts shall be documented in Cubicle Door Panel Layout Drawings submitted by the Supplier and shall receive written approval from FMIPA prior to commencement of fabrication.

8.5 NAMEPLATES

Engraved laminated plastic nameplates shall be furnished and installed on all equipment, devices, and control components as shown on the contract documents. Nameplates shall be manufactured from multi-layer laminated phenolic or equivalent material with white engraved lettering on a black background. Nameplate text, dimensions, mounting method, and placement shall conform to the requirements and existing FMIPA / Cane Island standards. Nameplates shall be mechanically fastened; adhesive-only attachment is not acceptable for any nameplate.

8.6 INTERNAL WIRING REQUIREMENTS

All internal wiring furnished as part of the Equipment shall conform to the following requirements. The Supplier shall be solely responsible for the completeness, correctness, and workmanship of all internal wiring, whether factory-installed or field-completed.

8.6.1 Scope of Factory-Furnished Wiring

The Supplier shall furnish all wiring integral to all Equipment, including wiring across shipping splits and, where specifically indicated in the Contract Documents, wiring for future equipment and for equipment installed by others. The following factory installation requirements shall apply:

- All wiring integral to each shipping group shall be factory-installed in its entirety
- One end of all wiring crossing shipping splits shall be factory-installed and properly terminated prior to shipment; the remaining end shall be field-connected during installation
- One end of all wiring provided for future equipment or for equipment installed by others shall be factory-installed and terminated at the designated terminal block; the remaining end shall be coiled, labeled, and secured within the Equipment enclosure pending final connection, with a 20-foot pigtail provided for all remote field terminations

8.6.2 Internal Wiring Connections

All internal wiring connections shall be made at Equipment terminals or terminal blocks. In-line splices within wiring runs are strictly prohibited. Each conductor shall be continuous from its originating terminal to its terminating terminal without interruption. Any deviation from this requirement requires prior written approval from FMIPA / Cane Island Project Engineer.

8.6.3 Terminal Block Requirements

All points requiring external field wiring connections, all points requiring field connection to wiring leads from other shipping sections, and all spare contacts on control switches, auxiliary switches, and lockout relays shall be terminated at individually numbered terminal points on terminal blocks. Terminal blocks shall be located within the Equipment control compartment and shall be accessible without disturbing other wiring or equipment. Terminal block numbering shall be coordinated with the Supplier's approved wiring diagrams and schematic

drawings. Supplier shall provide all new terminal blocks for all six (6) motor protection relay cubicles for both Bus 1A and Bus 1B.

8.6.4 Connection to Approved Drawings

All wiring shall be connected strictly in accordance with the Supplier's and FMIPA-approved schematic and connection drawings. No field deviations from approved drawings shall be made without written / verbal authorization from FMIPA / Cane Island Project Engineer. Any conflicts between the contract documents and the approved drawings shall be reported to FMIPA / Cane Island Project Engineer for resolution prior to wiring and termination.

8.6.5 Maximum Conductors per Terminal

No more than two (2) conductors shall be terminated at any single terminal block stud or screw. Where circuit requirements would otherwise necessitate three or more conductors at a single point, the Supplier shall provide appropriately rated jumper bars, bridging terminals, or additional terminal points to distribute connections, subject to FMIPA / Cane Island Project Engineer approval.

8.6.6 Conductor Type and Minimum Wire Sizes

All internal wiring shall be stranded, tinned copper switchboard wire, rated for a minimum of 600 Vac service at a maximum conductor temperature of 90°C, conforming to Type SIS insulation in accordance with UL 508 and NFPA 79. Minimum conductor sizes for each circuit type shall be as specified in the following table. The use of conductor sizes larger than the specified minimum is permitted and encouraged where current density, voltage drop, or future load growth considerations warrant:

Circuit Type	Minimum Wire Size
Circuit Breaker Close or Trip Circuit	12 AWG
Power Supply Branch Circuit	12 AWG
Potential Transformer (PT) / Voltage Transformer (VT) Circuit	12 AWG
Current Transformer (CT) Secondary Circuit	10 AWG
Main AC Power Supply and Main AC Control Bus	10 AWG
Main DC Power Supply and Main DC Control Bus	8 AWG

Table 8.6.6: Minimum Internal Conductor Sizes by Circuit Type

8.6.7 Wiring Installation and Routing

All internal wiring shall be installed in a neat, orderly, and professional manner. Conductors shall be routed through horizontal and vertical wiring troughs, Panduit, ducts, or raceways integral to the cubicle enclosure, or alternatively formed into neatly dressed and bound wire bundles secured at regular intervals with cable ties. The routing method shall provide ready accessibility to all interior conductors and terminal connections for inspection, testing, and future modifications without requiring disturbance of unrelated wiring. Wire bundles shall not be routed in a manner that obstructs access to equipment components, relay panels, or terminal blocks.

9 AS-BUILT DOCUMENTATION AND RECORD DRAWING

9.1 FIELD MARKUP RED-LINES

Upon completion of all installation and commissioning activities, the Supplier shall prepare final as-built markup red-line drawings for all documents within the project design package. FMPA requires that the Supplier print a minimum of three (3) full-size copies (approximately 18" x 24") of all applicable drawings for field markup purposes. The following requirements shall apply:

- One (1) complete set of red-line marked-up drawings and documentation shall be collected and transmitted to the FMPA Engineer-in-Charge
- One (1) complete set of red-line marked-up drawings shall be retained permanently at the Cane Island Unit #3 power plant
- One (1) complete set of red-line marked-up drawings and documentation shall be returned to the Supplier's office for incorporation into the final as-built drawing package

9.2 DAILY DRAWING MARKUPS DURING TESTING

During protective relay testing and commissioning activities, the Supplier shall mark up all applicable drawings in real time as each circuit and trip path is tested and verified. Completed, marked-up drawings shall be reviewed with and confirmed by the Cane Island Unit #3 / FMPA Engineer-in-Charge on a daily basis throughout the testing period.

10 PROJECT DOCUMENTATION AND REPORTING

10.1 DAILY WRITTEN REPORTING REQUIREMENT

The Supplier shall provide written daily field updates during onsite work summarizing activities performed, findings, deficiencies identified, corrective actions taken, and any risks to schedule or scope. Verbal updates alone are not acceptable.

10.2 COMPREHENSIVE PROJECT REPORT

Upon project completion, the Supplier shall prepare and submit a comprehensive final project report for FMPA's records. This report shall serve as the definitive reference document for future maintenance planning and shall include, at a minimum:

- Pre- and post-installation photographs documenting all demolition and installation activities for each cubicle on both Bus A and Bus B
- Complete relay testing and commissioning results for all installed devices, organized by bus and cubicle designation
- Documentation of any deviations from the approved design, with explanations and resolutions
- Identification of any deficiencies, outstanding items, or equipment observations noted during the course of the work

- Recommendations for future maintenance, inspection intervals, and service actions based on observed field conditions

10.3 CONTROL CIRCUITRY VERIFICATION DOCUMENT

The Supplier shall develop a formal Control Circuitry Verification Document to confirm the proper operation of all relay inputs, outputs, and associated control functions essential to the Protection System for every cubicle on both Bus 1A and Bus 1B. This document shall serve as a comprehensive technical reference for Cane Island Unit #3 and FMIPA operations and maintenance personnel and shall include:

- Verification of all AC voltage and current inputs to each relay, confirming correct magnitude, phase angle, and CT/VT ratio
- Verification of all relay digital inputs and output contacts, confirmed by functional testing
- Documentation of all communication paths associated with protective functions, where applicable
- A comprehensive trip circuit matrix for all Main Breakers, Bus-Tie, Feeder, Motor, and Transformer cubicles, identifying the initiating device (trip coil/LOR or relay) for each trip path
- Confirmation that all trip circuits pass through the trip coils or interrupting devices of the associated breakers, including all auxiliary relay trip paths

The resulting document shall enable FMIPA personnel to readily identify the root cause of any tripped circuit and to confirm that all protective relays are functioning in accordance with their design intent. The document shall provide sufficient technical detail to serve as a reference for both field engineers and maintenance technicians.

11 PLANNING

11.1 PROJECT MANAGEMENT

The Supplier shall designate a single Project Manager to coordinate submittals, schedule, RFIs, and change orders.

11.2 SCHEDULE

Work shall be performed during the FMIPA defined outage window at Cane Island. Standard onsite days shall be 10-hour workdays; weekend or extended hours require FMIPA approval as depicted in Section 15.3. The Supplier shall staff adequately to complete within the outage. Any additional mobilization must be preapproved.

11.3 UPDATE MEETINGS

Bi-weekly pre-outage; weekly during outage.

11.4 CHANGE ORDERS

All changes must be submitted in writing and approved by FMIPA prior to commencing changed work.

12 DIVISION OF RESPONSIBILITIES

12.1 SITE FACILITIES

The Supplier shall provide their own tooling/consumables, field office/break area, and any temporary facilities necessary.

12.1.1 Material Handling

The Supplier receives and secures materials, maintains laydown, and manages shipping/receiving for optional parts.

12.1.2 Power

FMIPA will provide power on site for the Suppliers equipment such Test Equipment and personal apparatus.

12.1.3 Site Equipment

The Supplier shall furnish all site equipment required to perform the Work, including but not limited to forklifts and related accessories. Use of FMIPA-provided equipment is not permitted unless expressly approved in writing by the FMIPA prior to mobilization.

12.1.4 Waste Disposal

FMIPA shall designate a waste staging area; the Supplier shall be responsible for proper handling, disposal, or return of all removed equipment as directed by FMIPA

12.1.5 Safety

The Supplier shall be responsible for ensuring the compliance of their employees with all safety requirements be they as directed by FMIPA, the Supplier's own safety program, and OSHA, NFPA 70E, and FMIPA safety rules and best practices. The Supplier is always liable for the safety of their own employees on site.

1. Suppliers shall be responsible for providing their work crew with any PPE or other safety equipment such as harnesses or hazardous-gas monitors that may be required for this work.
2. The Supplier shall be responsible for any hole watches that are required for this work.
3. The Supplier shall be responsible for providing their work crew with the appropriate training for the work such as confined space entry, fall protection, respirators, etc. as required. The Supplier must meet or exceed minimum OSHA requirements.
4. The Supplier shall include a copy of their current safety program/manual.

12.1.6 Existing Drawings and Dimensions

FMIPA will make available any as-built drawings in its possession. Supplier is responsible for field verification of dimensions and access clearances.

12.1.7 LOTO

FMIPA personnel will be responsible for tagging out and making the associated systems safe to be worked on. It is the supplier's responsibility to abide by site safety requirements and OSHA regulations.

12.1.8 Electrical Grounding

- The Supplier shall be responsible for providing all temporary protective grounds required for the work specified within this scope.
- The Supplier shall: supply all grounding cables, clamps, grounding clusters, ground reels, and related hardware; verify absence of voltage prior to applying grounds and document verification steps as part of LOTO acceptance; install, maintain, and remove temporary grounds in accordance with OSHA 1910.269 and NFPA 70E; ensure grounding equipment is rated appropriately for available fault current and inspected prior to use; and train all personnel who install or remove grounds.
- FMIPA/CI will not provide grounding materials, nor will they be responsible for applying, verifying, or maintaining protective grounds.

13 WARRANTY

The Supplier shall warrant all materials, fabricated panel doors, wiring, and workmanship furnished under this Contract against defects in design, materials, and workmanship for a minimum period of eighteen (18) months from the date of shipment of completed panel doors from the Supplier's facility, or twelve (12) months from the date the upgraded switchgear is placed into commercial service, whichever expires later. During the warranty period, the Supplier shall promptly repair or replace, at no cost to FMIPA, any component or assembly found defective as a result of faulty design, materials, or workmanship.

14 PRICING

Provide pricing as follows (prices to include mobilization/demobilization, test equipment, reports, and standard consumables unless noted):

1. Base Bid – 4kV Unit #3 – Bus 1A (Lump Sum)
2. Base Bid – 4kV Unit #3 – Bus 1B (Lump Sum)

The Supplier shall identify any assumptions, exclusions, or deviations from this Scope of Work in an Exceptions and Clarifications document submitted with the proposal.

14.1 OPTIONS

The Supplier may propose any options that they wish to however the base bid must be as requested with the specification with options clearly delineated with their impacts on price clearly stated.

Notes:

- Any deviations from this SOW must be listed in an Exceptions/Clarifications attachment.

15 PROJECT SCHEDULE REQUIREMENTS

The Supplier shall develop and submit a comprehensive project schedule covering all phases of work associated with the Cane Island Unit #3 4160V Switchgear Relay Upgrade. The schedule shall include engineering review, drawing and document consolidation, procurement, panel fabrication, Factory Acceptance Testing (FAT), delivery, installation, testing, commissioning, project closeout, and all other activities required to complete the Work.

The planned outage window for field installation, testing, and commissioning activities is scheduled from **March 21, 2027, through April 11, 2027**. The Supplier shall develop its schedule to support and meet this outage window and shall identify all critical path activities, required milestones, submittal dates, material delivery dates, FAT dates, and pre-outage activities necessary to ensure successful project execution within the allotted outage duration.

The schedule shall be prepared using industry-standard project scheduling software and submitted to FMIPA and Cane Island Unit #3 for review and approval prior to the commencement of any on-site activities. The Supplier shall provide periodic schedule updates throughout the project and promptly notify FMIPA of any potential delays or schedule impacts that could affect the planned outage execution or project completion.

The project schedule shall include, at a minimum, the following elements:

- Pre-outage engineering milestones, including drawing submittals and FMIPA review and approval periods
- Procurement and FAT milestones for all major equipment and materials
- Bench testing activities and completion dates
- OFE removal from temporary panels, transport to manufacturing facility, and integration into fabricated cubicle doors
- Panel door fabrication milestones and FAT completion dates
- Detailed outage work schedule, including day-by-day activities, crew assignments, Bus 1A and Bus 1B sequencing strategy, and critical path identification
- Commissioning and testing milestones, including bus sequencing and bus restoration dates
- As-built drawing and documentation completion dates
- Final project report submittal date

The Supplier shall identify all schedule constraints, interdependencies, and critical path activities. The schedule shall be structured to minimize total outage duration and to ensure that all work is completed within the planned outage window. Any pre-outage work that can be safely performed while the switchgear is in service shall be identified, scheduled, and executed in coordination with FMIPA and Cane Island Unit #3 site management.

15.1 OUTAGE WINDOW

- Outage Start: March 21, 2027, at 07:00
- Outage End: April 11, 2027, at 17:00

15.2 REDUCED-PRODUCTIVITY DAYS (TOTAL = 3 DAYS)

1. March 21, 2027 (Day 1) – Reduced access due to initial outage transitions and LOTO setup.
2. April 9, 2027 (Two Days Before Closeout) – Reduced availability due to plant readiness checks.
3. April 10, 2027 (One Day Before Closeout) – Additional access restrictions and operational preparations.

4. April 11, 2027 (Final Day) – Unit Start-Up*

The Supplier shall plan work assuming reduced productivity on identified dates with no entitlement to additional compensation or schedule relief.

***Note:** Outage end date coincides with Unit Start-Up. The date listed (April 11, 2027) is a target and may occur earlier upon completion of operational readiness requirements.

15.3 ADDITIONAL SCHEDULE REQUIREMENTS

- The Supplier may stage equipment/materials up to 10 calendar days prior to outage start (with FMIPA approval).
- Standard workdays are 10 hours unless otherwise approved by FMIPA.
- The Supplier must account for seasonal Central Florida weather in planning and manpower loading.

16 COMMERCIAL & ADMINISTRATIVE

- All testing per ANSI/NETA, IEEE, NEC, NFPA.
- Final report due within 10 business days of onsite completion.
- Delays not caused by Supplier but preventing productive work are subject to change order per contract terms.
- If union coordination is required, Supplier shall state impacts to staffing/rates and accommodate site labor requirements.

17 SUBMITTALS (AT BID TIME)

- Exceptions & Clarifications log
- Preliminary schedule and staffing plan
- List of test equipment (e.g., Doble Test Equipment)
- Sample reports and forms (as-found/as-left templates)
- Safety program/manual and training certifications

18 CLOSEOUT

- Final report package (PDF + native data), as-built photos, test records, deficiency register, and recommendations.
- Turnover meeting to review results and recommend next-outage activities.

All inquiries and bid submissions should be directed to the designated FMIPA Procurement Lead. Bids must comply in full with the requirements set forth herein. FMIPA reserves the right to reject any or all bids and to waive informalities in the bidding process.

Cane Island – Unit 3 CT/ST Generator Relay Upgrade

1 REVISION HISTORY

07/30/2026

REV 0 – Working Document

2 GENERAL SCOPE OF WORK

2.1 INTRODUCTION

The Florida Municipal Power Authority (hereinafter referred to as "FMPA" or "Owner") is soliciting competitive bids from qualified vendors for the comprehensive Protection and Control (P&C) relay replacement, fabrication, and commissioning services at Cane Island Unit #3, located in Intercession City, Florida. The work described herein is to be performed during the scheduled Spring 2027 Planned Maintenance Outage.

The primary objective of this engagement is the systematic replacement of aging and legacy protective relay systems with modern microprocessor-based relay technology, the associated fabrication and modification of relay panels and cabinets as required, and the full testing, programming, and commissioning of all newly installed protection systems. These activities are critical to maintaining the operational integrity, regulatory compliance, and long-term reliability of Cane Island Unit #3's electrical protection infrastructure.

This project is an engineering-driven Protection and Control (P&C) upgrade requiring the Supplier to perform engineering evaluation, protection studies, relay settings development, design documentation, panel design, installation, testing, and commissioning activities. The Supplier shall be responsible for developing the final protection system design, relay settings, coordination studies, and associated documentation necessary to support the successful implementation of the upgraded protection systems.

All work shall be performed in accordance with applicable IEEE, NERC, NEC, and NFPA standards and shall conform to the Owner's site safety and operational system requirements.

2.2 SUMMARY:

The scope of work encompasses eight (8) principal task areas, each described in detail within this document:

- CT and ST Generator Protective Relay Replacement
- CT and ST GSU Transformer Protective Relay Replacement
- CT and ST Unit Protective Relay Replacement
- Protective Relay Panel Door and Control Cabinet Fabrication
- Engineering Design, Protection Studies, and Installation
- Protective Relay Testing, Programming, and Commissioning
- Relay Settings Development, System Studies, Modeling, and Coordination
- Relay Communications and RTAC Integration

2.3 DEFINITIONS:

- FMIPA is defined as Florida Municipal Power Authority
- Owner is defined as the Florida Municipal Power Agency (FMIPA), including its authorized representatives, project managers, engineers, and designated personnel acting on behalf of FMIPA for the administration, review, approval, inspection, testing, commissioning, and acceptance of the Work described herein.
- Engineer is defined as the Supplier's Professional Engineer(s) responsible for development, review, approval, and sealing of the engineering deliverables, protection studies, relay settings documentation, calculations, and drawings generated under this Contract.
- Cane Island Unit #3 is defined as the combined-cycle generating unit located at Cane Island Power Park, Intercession City, Florida, owned and operated by FMIPA.
- Supplier / Vendor / Contractor is defined as the qualified firm awarded the contract pursuant to this competitive bid solicitation and responsible for delivering all scope described herein
- CT is defined as the Combustion Turbine generator unit at Cane Island Unit #3
- ST is defined as the Steam Turbine generator unit at Cane Island Unit #3
- GSU is defined as Generator Step-Up transformer (CT3: 18/230 kV & ST3: 13.8/230kV) at Cane Island Unit #3
- P&C is defined as Protection and Control – the engineering discipline encompassing protective relaying systems
- LOR / 86 is defined as Lockout Relay – a manually reset auxiliary relay that locks out a circuit upon fault detection, equipped with Amber and White LED indication
- FAT is defined as Factory Acceptance Testing – formal pre-shipment testing performed at the Supplier's facility to verify relay and panel functionality prior to delivery.
- RTAC is defined as Real-Time Automation Controller – the Schweitzer Engineering Laboratories SEL-3530 interfacing with SEL-3610 Port Servers installed at Cane Island Unit #3
- SEL is defined as Schweitzer Engineering Laboratories – manufacturer of the specified replacement relay equipment
- ETAP is defined as Electrical Transient Analyzer Program – the power system modeling software used by FMIPA

3 DETAILED SCOPE OF WORK

The following is a detailed description of the deliverables and work to be performed by the Supplier for this project.

3.1 CT AND ST GENERATOR PROTECTIVE RELAY REPLACEMENT

The Supplier shall furnish all labor, materials, and equipment necessary to replace the existing Combustion Turbine (CT) and Steam Turbine (ST) generator protective relay systems at Cane Island Unit #3. Currently, the Steam Turbine generator protection system is configured with a primary Beckwith Electric M-3430 protective relay and a secondary Beckwith M-3420 protective relay to provide generator protection and redundancy. Similarly, the Combustion Turbine generator protection system is equipped with a primary Beckwith M-3425-A protective relay in conjunction with an existing legacy Schweitzer Engineering Laboratories SEL-300G microprocessor-based protective relay. Collectively, these configurations result in a total of four (4) generator protection relays currently installed and in active service across both generating units.

All four (4) existing microprocessor relays shall be replaced with Schweitzer Engineering Laboratories (SEL) SEL-700G microprocessor-based generator protective relays. In conjunction with the relay replacements, all associated test switches, control switches, and lockout relays (LORs) shall be replaced in kind. Replacement hardware shall conform to the following approved specifications:

- Control Switches and LORs: Electroschwitch, appropriate model and rating, with illuminated LED indication. (CS: Red / Green, 86 LOR: White / Amber)
- Test Switches: ABB FT-19R test switches, appropriate model, switch color, and rating

The Supplier shall assume full responsibility for the procurement, receipt, secure storage, and pre-installation bench testing of all relays, test switches, control switches, and lockout relays, including completion of Factory Acceptance Testing (FAT) prior to field installation and commissioning. All materials shall be new, unused, and sourced from authorized distributors.

3.2 CT AND ST GSU TRANSFORMER PROTECTIVE RELAY REPLACEMENT

The Supplier shall furnish all labor, materials, and equipment necessary to replace the existing Combustion Turbine (CT) and Steam Turbine (ST) Generator Step-Up (GSU) 18/230 kV transformer protective relay systems at Cane Island Unit #3. The existing protective relay configurations for each unit are as follows:

- CT GSU Transformer: Alstom KBCH120 primary relay and Alstom KCGG secondary relay
- ST GSU Transformer: Alstom KBCH120 primary relay, Alstom KCGG secondary relay, and a 59BN electromechanical neutral overvoltage relay

All existing Alstom relays and the 59BN electromechanical relay shall be replaced with Schweitzer Engineering Laboratories (SEL) SEL-787 microprocessor-based transformer protective relays. All associated test switches, control switches, and lockout relays (LORs) shall be replaced in accordance with the same standards specified in Section 2.1. The Supplier shall assume the same procurement, FAT, and bench-testing responsibilities as described therein.

3.3 CT AND ST UNIT PROTECTIVE RELAY REPLACEMENT

The Supplier shall furnish all labor, materials, and equipment necessary to replace the existing Combustion Turbine (CT) and Steam Turbine (ST) Unit protective relay systems at Cane Island Unit #3. The existing protective relay configurations for each unit are as follows:

- CT Unit Protection: Alstom KBCH130 microprocessor protective relay
- ST Unit Protection: Alstom KBCH130 microprocessor protective relay

All existing Alstom unit protection relays shall be replaced with Schweitzer Engineering Laboratories (SEL) SEL-787 microprocessor-based transformer protective relays. All associated test switches, control switches, and lockout relays (LORs) shall be replaced in accordance with the same standards specified in Section 3.1. The Supplier shall assume the same procurement, FAT, and bench-testing responsibilities as described therein.

3.4 PROTECTIVE RELAY PANEL DOOR AND CABINET FABRICATION

All new protective relay systems shall be installed in newly fabricated relay protection panel swing doors with 19-inch rack mounted plates on existing cabinets, color-matched to the existing panel finish. The full extent and

nature of required panel fabrication and modifications shall be determined during the mandatory pre-bid site walkdown, participation in which is required of all prospective bidders.

Fabrication and modification activities shall include, but are not limited to, the following:

- Design, engineer, fabricate, and manufacture new relay panel doors for the Combustion Turbine control cabinets incorporating an integrated 19-inch equipment rack system to support the installation and secure mounting of new protective relays and associated equipment. The panel doors shall include all required 19" rack panel cutouts, mounting provisions, hardware, and control equipment accommodations necessary to support the finalized relay configuration. In addition, all fabricated assemblies shall be finished with an ANSI-compliant color coating and overall appearance that matches the existing control cabinet finish to maintain consistency with the current plant equipment aesthetics and operational environment.
- Design, engineer, fabricate, and manufacture new 19-inch rack-mounted panel plates for the Steam Turbine control cabinets to accommodate all new protective relays, auxiliary devices, and associated control equipment required as part of the upgrade scope. The panel plates shall be designed to provide a standardized, organized, and maintainable equipment layout while incorporating all necessary cutouts, mounting provisions, and support hardware to facilitate the installation. All rack-mounted panel plates shall include an ANSI-compliant color (ANSI-61 Gray) finish matching the existing control cabinets to ensure visual and equipment consistency. Furthermore, panel plate dimensions, mounting configurations, finish, and overall appearance shall be standardized and matched across all three (3) control cabinets to provide a uniform installation and cohesive system presentation.
- Procuring and installing new, equivalent plexiglass protective covers where existing covers cannot be reused due to dimensional changes introduced by new equipment
- Filling any gaps in the rack-mount system with appropriately sized metal blanking plates, color-matched to existing cabinet finishes

All proposed panel layouts shall be documented in Protective Relay Cabinet Front Door Elevation drawings and submitted to FMIPA and Cane Island Unit #3 personnel for written approval prior to the commencement of fabrication.

3.5 PROTECTIVE RELAY TESTING, PROGRAMMING, AND COMMISSIONING

The Supplier shall be responsible for the complete programming, testing, and commissioning of all newly installed protective relays and associated devices. This work shall be executed in accordance with the following requirements:

- Bench Testing and FAT: All relays shall be bench tested and subjected to Factory Acceptance Testing (FAT) prior to field installation to validate relay settings, verify correct operation and functionality, and confirm that all performance criteria are satisfied.
- Programming: All relays shall be programmed in accordance with applicable industry standard best practices, including standards established by IEEE, NEC, and the North American Electric Reliability Corporation (NERC) PRC series standards.

- Field Testing and Commissioning: All installed equipment shall be subjected to comprehensive field testing to verify proper operation, accuracy, and correct response times. Testing shall be conducted and documented in accordance with applicable IEEE and NERC standards.
- Trip Path Verification: The Supplier shall verify and document all trip paths and shall produce highlighted trip path drawings in support of NERC PRC-005 compliance requirements.

3.6 APPLICABLE CODES AND STANDARDS

All materials, equipment, and work furnished under this contract shall comply with the latest applicable editions of the following standards. Where conflicts exist between standards, the more stringent requirement shall prevail:

- IEEE C37.90 – Standard for Relays and Relay Systems Associated with Electric Power Apparatus
- IEEE C37.90.1 – Standard Surge Withstand Capability (SWC) Tests
- IEEE C37.2 – Standard Electrical Power System Device Function Numbers, Acronyms, and Contact Designations
- IEEE C57.13 – Standard Requirements for Instrument Transformers (CT and VT applications)
- NERC PRC-005 – Protection System Maintenance and Testing
- NERC PRC-019 – Coordination of Generating Unit or Plant Capabilities, Volt/Var, and Protection
- NFPA 70 (NEC) – National Electrical Code, current edition
- NFPA 70E – Standard for Electrical Safety in the Workplace
- NEMA ICS 2 – Medium Voltage Controllers rated 1,500 V to 7,200 V AC
- OSHA 29 CFR 1910.269 – Electric Power Generation, Transmission, and Distribution
- ANSI / IEEE C37.20.2 – Standard for Metal-Clad Switchgear

3.7 WARRANTY

The Supplier shall warrant that all materials, fabricated panel doors, wiring, and workmanship furnished under this Contract against defects in design, materials, and workmanship as specified in Section 13.

4 DESIGN DOCUMENTATION AND DELIVERABLES

4.1 MANDATORY PRE-BID SITE WALKDOWN

The Supplier shall attend a mandatory site visit to Cane Island Unit #3 prior to bid submission. A minimum of one (1) full business day shall be allocated for this walkdown; bidders are encouraged to allocate additional time as necessary to thoroughly evaluate all work areas. The site visit shall be scheduled in coordination with FMIPA and Cane Island Unit #3 site management. The purpose of the walkdown is to:

- Evaluate existing relay panels, cabinet configurations, and mounting arrangements
- Verify all existing wiring, conductor lengths, and cable management systems
- Identify any site-specific constraints, access requirements, or safety considerations
- Confirm equipment quantities, dimensions, and interface requirement

The Supplier is wholly responsible for verifying all existing field conditions. Following bid award, the Supplier will be afforded an additional opportunity to inspect the cabinets in greater detail prior to the commencement of engineering.

4.2 DEMOLITION AND REMOVAL

The Supplier shall safely and systematically demolish and remove all existing protective relays and all associated test switches, control switches, and lockout devices. Demolition activities shall be conducted in strict conformance with applicable safety codes, FMIPA site safety requirements, and industry best practices. Specific requirements include:

- All electrical connections shall be properly de-energized, isolated, and labeled prior to removal.
- The integrity of relay panels and cabinets shall be maintained throughout the demolition process.
- Work that can be safely accomplished prior to the formal outage window shall be pre-staged and scheduled in coordination with FMIPA to minimize total outage duration.
- All existing JEMstar II Revenue Meters at each applicable location shall be retained as part of the project scope and shall remain in service. Where required to support panel modifications, equipment standardization, or layout optimization, the meters may be relocated within the same panel. All retained meters shall be securely re-mounted utilizing newly fabricated custom panel mounting plates designed to accommodate the revised panel configuration while maintaining accessibility, functionality, and overall installation integrity.
- Existing Electro Industries digital power metering devices are anticipated to be replaced as part of the upgrade; however, final determination of replacement scope, quantity, and implementation requirements shall be reviewed, evaluated, and confirmed by Cane Island during the engineering and design phase to ensure alignment with operational requirements, project objectives, and budget considerations.
- FMIPA shall designate a waste staging area; the Supplier shall be responsible for the safe and orderly disposal or return of all removed materials.

4.3 INSTALLATION REQUIREMENTS

The Supplier shall perform all relay installation activities in strict accordance with contract documentation, approved design drawings, and the following requirements:

4.3.1 Conductor Management

- The Supplier shall verify that all existing conductors are of sufficient length and condition to reach new equipment termination points prior to commencing installation
- Where existing conductors are found to be insufficient in length or in a damaged, non-serviceable condition, the Supplier shall furnish and install new conductors. This additional cost impact will need to have prior written approval from FMIPA / Cane Island personnel before executing solution.
- All new conductors shall be provided at a minimum length fifteen percent (15%) greater than the measured required length to facilitate future maintenance access and modifications
- All new conductors shall be installed in a neat, professional manner and integrated into the existing cable management infrastructure within the cabinet

- All pre-wired relay protection panels and doors shall have Factory Acceptance Testing (FAT) completed prior to shipment to site, with a minimum 20 ft pigtails for all field / remote termination to accommodate final installation and termination points within the cabinets.

4.3.2 Conductor and Equipment Labeling

- All new conductors shall be clearly labeled at both ends using printed, protected heat shrink labels indicating the "To" and "From" designations in accordance with Cane Island Unit #3 nomenclature standards
- All reused conductors shall be inspected by the Supplier to confirm they are in serviceable condition with secure terminations; labels on reused conductors shall be replaced with new, printed heat shrink labels as required by new equipment designations

4.3.3 Cabinet and Rack-Mount System Integrity

- All new equipment shall be installed utilizing the existing rack-mount cabinet system or newly fabricated purpose-built doors as specified in Section 3.4
- All proposed changes to equipment layout within the cabinet doors shall be submitted to FMIPA for written approval prior to implementation
- Any gaps in the rack-mount system created by equipment layout changes shall be filled with protective metal blanking plates, color-matched to existing cabinet finishes

5 ENGINEERING DESIGN DELIVERABLES

The Supplier shall develop and submit a complete engineering design package in accordance with the Cane Island Unit #3 Drawing Number Guide (provided upon award). The engineering package shall include all studies, calculations, relay settings, protection coordination analyses, drawings, and documentation necessary to support procurement, fabrication, installation, testing, commissioning, operation, and long-term maintenance of the upgraded protection systems. At a minimum, the following deliverables shall be produced and submitted to the Owner for review and approval prior to commencement of installation activities.

- Demolition Drawings – Detailed drawings identifying all equipment, devices, and wiring to be removed
- Single Line Diagrams – Updated electrical single line diagrams reflecting the new protection scheme
- Three-Line Diagrams – Updated three-line diagrams reflecting new relay connections and CT/PT circuits
- Protective Relay Cabinet Front Door Elevation Drawings – Proposed equipment layout for each relay cabinet door and newly fabricated panel
- Wiring Diagrams – Complete interconnection wiring diagrams for all new and modified circuits.
- Logic Diagrams – Relay logic diagrams reflecting new protection and control functions
- I/O Drawings – A complete detailed assignments of all relay inputs and outputs
- Bill of Materials (BOM) – Complete itemized list of all materials and equipment to be furnished
- Commissioning Plans – Detailed installation, commissioning, and testing plans
- Testing Reports and Trip Path Drawings – Completed relay testing reports and highlighted trip path drawings in support of NERC PRC-005 compliance
- ETAP Model Updates – Updated FMIPA ETAP model incorporating all new protective relays, system modifications, and revised protection schemes.

- Short Circuit Study Documentation – Supporting calculations and assumptions utilized for relay coordination and system protection.
- Generator Protection Calculations – Documentation supporting all SEL-700G protection element settings and generator protection functions.
- Transformer Protection Calculations – Documentation supporting all SEL-787 differential, overcurrent, and transformer protection elements.
- Relay Setting Calculation Package – Complete protection calculations supporting proposed relay settings.
- Protection Coordination Curves – Time-current coordination curves demonstrating proper selectivity and coordination.
- Relay Settings Justification Report – Protection philosophy, setting rationale, assumptions, calculations, and supporting engineering basis.
- Native ETAP Project Files – Final project model files reflecting the installed configuration.

All engineering drawings and associated design documentation shall be provided in both native AutoCAD (DWG) and PDF formats for review, distribution, and record retention purposes. Upon completion, the drawing package shall be fully reviewed, endorsed, signed, and professionally sealed/stamped by a Professional Engineer (P.E.) licensed in the State of Florida in accordance with applicable engineering standards, regulatory requirements, and jurisdictional licensing requirements. The finalized deliverables shall represent a complete, quality-controlled engineering package suitable for construction, review, permitting, and long-term record documentation.

6 RELAY SETTINGS, SYSTEM STUDIES, AND COORDINATION

To ensure that all protective relay settings, coordination schemes, and associated protection calculations are developed in strict compliance with applicable industry standards and regulatory reliability requirements—including IEEE, NEC, NERC, and recognized industry best practices—a comprehensive protection system study shall be performed as a required element of the engineering scope.

The Supplier shall be fully responsible for developing, calculating, documenting, implementing, and commissioning all SEL-700G and SEL-787 relay settings required for this project. Relay settings shall be developed using a validated ETAP model and shall be based upon actual equipment characteristics, system operating conditions, applicable utility requirements, and industry best practices.

The FMIPA ETAP power system model shall be reviewed, updated, and validated by the Supplier to reflect the final protection scheme, equipment characteristics, and operating conditions present at Cane Island Unit #3. All engineering calculations, studies, and relay settings shall be derived from the updated model.

Draft relay settings files, protection calculations, coordination studies, generator protection studies, transformer protection studies, and ETAP model updates shall be submitted to the Owner for review and approval prior to commencement of Factory Acceptance Testing (FAT). Final approved relay settings shall be incorporated into all relay databases, FAT reports, test procedures, commissioning documentation, and as-left documentation.

The Supplier shall provide the following relay settings and coordination deliverables:

- Updated FMIPA ETAP power system model reflecting all new relay configurations and equipment changes
- Comprehensive relay coordination study with supporting calculations
- Generator protection study and settings development package
- Transformer protection study and settings development package
- Relay Settings Justification and Protection Report
- Native SEL .RDB files for all SEL-700G and SEL-787 relays
- As-Found relay settings documentation
- As-Left relay settings documentation
- Protection coordination curves demonstrating proper selectivity and coordination margins
- SEL-700G V/Hz Settings Spreadsheet – An Excel format file detailing all calculated Volts-per-Hertz parameters
- ETAP project files and supporting calculation files

6.1 GENERATOR PROTECTION CALCULATION REQUIREMENTS

The Generator Protection Study and Settings Development Package shall include, at a minimum, documentation supporting the following SEL-700G protection functions:

- Differential Protection (87G)
- Loss of Field Protection (40)
- Reverse Power Protection (32)
- Negative Sequence Protection (46)
- Stator Ground Protection (64G)
- Overexcitation Protection (24)
- Voltage Restrained / Voltage Controlled Overcurrent Protection (51V)
- Frequency Protection (81)
- Volts per Hertz Protection (24)
- Synchronism Check (25), where applicable

6.2 TRANSFORMER PROTECTION CALCULATION REQUIREMENTS

The Transformer Protection Study and Settings Development Package shall include, at a minimum, documentation supporting the following SEL-787 protection functions:

- Transformer Differential Protection (87T)
- Restricted Earth Fault Protection (REF), where applicable
- Neutral Overvoltage Protection (59BN)
- Phase and Ground Overcurrent Protection (50/51, 50G/51G)
- Overexcitation Protection (24), where applicable
- Backup Protection Functions required by the protection philosophy

All engineering calculations, relay settings studies, generator protection studies, transformer protection studies, protection coordination studies, ETAP model updates, engineering drawings, and associated technical documentation shall be reviewed and sealed by a Professional Engineer (P.E.) licensed in the State of Florida.

7 RELAY COMMUNICATIONS AND RTAC INTEGRATION

All newly installed protective relays shall interface with the new Schweitzer Engineering Laboratories SEL-3610 Port Servers via serial communications. The SEL-3610 Port Servers shall be installed at both the Combustion Turbine and Steam Turbine locations at the Cane Island Unit #3 power plant. Each new SEL relay shall connect to the applicable SEL-3610 Port Server via SEL C273A serial communication cable, furnished by the Supplier.

Each SEL-3610 Port Server shall be connected to the local Real-Time Automation Controller (RTAC) at both locations via Ethernet (RJ-45) interface. The Supplier shall provide all relay communication configuration information and support required by the Cane Island Unit #3 I&C Department to facilitate RTAC integration and commissioning. The Supplier shall coordinate with the I&C department to provide all relay communication parameters, port assignments, relay model identification, and device addressing information required to support RTAC configuration and commissioning.

8 GENERAL EQUIPMENT AND WIRING REQUIREMENTS

The following requirements establish the minimum standards governing the design, fabrication, materials, internal wiring, and labeling of all Equipment furnished under this Contract. All materials and workmanship shall conform to applicable ANSI, IEEE, NEMA, and NEC standards, as well as any additional requirements specified in the Contract Documents. In the event of conflict between this specification and any referenced standard, the more stringent requirement shall govern.

8.1 DEAD-FRONT CONSTRUCTION

All Equipment furnished under this contract shall be of dead-front construction. No energized parts, terminals, or conductors shall be exposed or accessible from the front of the Equipment during normal operation, maintenance, or inspection activities. This requirement applies to all fabricated cubicle protection panel doors, relay panels, and associated enclosures, regardless of voltage class.

8.2 MATERIAL SUITABILITY

All materials furnished under this contract shall be specifically selected and rated as suitable for their intended application, taking into full consideration the mechanical stresses, electrical loading, thermal conditions, environmental exposures, and duty cycles to which they will be subjected throughout their service life. The Supplier shall not substitute materials of lesser rating, grade, or quality without prior written approval from FMIPA / Cane Island Project Engineer. All materials shall be new and unused, sourced from reputable manufacturers, and shall be free from defects in design, materials, and workmanship.

8.3 CURRENT-CARRYING PARTS

Unless otherwise specified in the contract documents, all current-carrying parts, buses, and conductors shall be fabricated from high-conductivity copper. The use of aluminum or other alternative conductive materials for current-carrying applications is not permitted without explicit written authorization from FMIPA / Cane Island

Project Engineer. All copper components shall be properly plated, treated, or otherwise protected against oxidation and corrosion at all contact and connection surfaces.

8.4 NAMEPLATES

Engraved laminated plastic nameplates shall be furnished and installed on all equipment, devices, and control components as shown on the contract documents. Nameplates shall be manufactured from multi-layer laminated phenolic or equivalent material with white engraved lettering on a black background. Nameplate text, dimensions, mounting method, and placement shall conform to the requirements and existing FMIPA / Cane Island standards. Nameplates shall be mechanically fastened; adhesive-only attachment is not acceptable for any nameplate.

8.5 INTERNAL WIRING REQUIREMENTS

All internal wiring furnished as part of the Equipment shall conform to the following requirements. The Supplier shall be solely responsible for the completeness, correctness, and workmanship of all internal wiring, whether factory-installed or field-completed.

8.5.1 Scope of Factory-Furnished Wiring

The Supplier shall furnish all wiring integral to all Equipment, including wiring across shipping splits and, where specifically indicated in the Contract Documents, wiring for future equipment and for equipment installed by others. The following factory installation requirements shall apply:

- All wiring integral to each shipping group shall be factory-installed in its entirety
- One end of all wiring crossing shipping splits shall be factory-installed and properly terminated prior to shipment; the remaining end shall be field-connected during installation
- One end of all wiring provided for future equipment or for equipment installed by others shall be factory-installed and terminated at the designated terminal block; the remaining end shall be coiled, labeled, and secured within the Equipment enclosure pending final connection, with a 20-foot pigtail provided for all remote field terminations

8.5.2 Internal Wiring Connections

All internal wiring connections shall be made at Equipment terminals or terminal blocks. In-line splices within wiring runs are strictly prohibited. Each conductor shall be continuous from its originating terminal to its terminating terminal without interruption. Any deviation from this requirement requires prior written approval from FMIPA / Cane Island Project Engineer.

8.5.3 Terminal Block Requirements for External and Field Connections

All points requiring external field wiring connections, all points requiring field connection to wiring leads from other shipping sections, and all spare contacts on control switches, auxiliary switches, and lockout relays shall be terminated at individually numbered terminal points on terminal blocks. Terminal blocks shall be located within the Equipment control compartment and shall be accessible without disturbing other wiring or equipment. Terminal block numbering shall be coordinated with the Supplier's approved wiring diagrams and schematic drawings.

8.5.4 Connection to Approved Drawings

All wiring shall be connected strictly in accordance with the Supplier's and FMIPA-approved schematic and connection drawings. No field deviations from approved drawings shall be made without written / verbal authorization from FMIPA / Cane Island Project Engineer. Any conflicts between the contract documents and the approved drawings shall be reported to FMIPA / Cane Island Project Engineer for resolution prior to wiring and termination.

8.5.5 Maximum Conductors per Terminal

No more than two (2) conductors shall be terminated at any single terminal block stud or screw. Where circuit requirements would otherwise necessitate three (3) or more conductors at a single point, the Supplier shall provide appropriately rated jumper bars, bridging terminals, or additional terminal points to distribute connections, subject to FMIPA / Cane Island Project Engineer approval.

8.5.6 Conductor Type and Minimum Wire Sizes

All internal wiring shall be stranded, tinned copper switchboard wire, rated for a minimum of 600 Vac service at a maximum conductor temperature of 90°C, conforming to Type SIS insulation in accordance with UL 508 and NFPA 79. Minimum conductor sizes for each circuit type shall be as specified in the following table. The use of conductor sizes larger than the specified minimum is permitted and encouraged where current density, voltage drop, or future load growth considerations warrant:

Circuit Type	Minimum Wire Size
Circuit Breaker Close or Trip Circuit	12 AWG
Power Supply Branch Circuit	12 AWG
Potential Transformer (PT) / Voltage Transformer (VT) Circuit	12 AWG
Current Transformer (CT) Secondary Circuit	10 AWG
Main AC Power Supply and Main AC Control Bus	10 AWG
Main DC Power Supply and Main DC Control Bus	8 AWG

Table 8.5.6: Minimum Internal Conductor Sizes by Circuit Type

8.5.7 Wiring Installation and Routing

All internal wiring shall be installed in a neat, orderly, and professional manner. Conductors shall be routed through horizontal and vertical wiring troughs, ducts, or raceways integral to the Equipment enclosure, cubicle, or alternatively formed into neatly dressed and bound wire bundles secured at regular intervals with cable ties or lacing cord. The routing method shall provide ready accessibility to all interior conductors and terminal connections for inspection, testing, and future modifications without requiring disturbance of unrelated wiring. Wire bundles shall not be routed in a manner that obstructs access to equipment components, relay panels, or terminal blocks.

8.5.8 Wire Identification and Labeling

All conductors shall be individually and permanently identified at both ends – at each equipment stud and at each terminal block point — with slip-on wire marker sleeves. Wire markers shall be machine-printed or hot-stamp engraved; handwritten markers are not acceptable. Each marker shall indicate the wire number and the destination terminal number as shown on the approved connection drawings. Wire markers shall be constructed of a durable, heat-shrink or equivalent material resistant to abrasion, oil, moisture, and the thermal environment of the enclosure, and shall remain legible throughout the service life of the Equipment. (“To & From”)

9 AS-BUILT DOCUMENTATION AND RECORD DRAWING

9.1 FIELD MARKUP RED-LINES

Upon completion of all installation and commissioning activities, the Supplier shall prepare final as-built markup red-line drawings for all documents within the project design package. FMIPA requires that the Supplier print a minimum of three (3) full-size copies (approximately 18" x 24") of all applicable drawings for field markup purposes. The following requirements shall apply:

- One (1) complete set of red-line marked-up drawings and documentation shall be collected and transmitted to the FMIPA Engineer-in-Charge
- One (1) complete set of red-line marked-up drawings shall be retained permanently at the Cane Island power plant
- One (1) complete set of red-line marked-up drawings and documentation shall be returned to the Supplier's office for incorporation into the final as-built drawing package.

9.2 DAILY DRAWING MARKUPS DURING TESTING

During protective relay testing and commissioning activities, the Supplier shall mark up all applicable drawings in real time as each circuit and trip path is tested and verified. Completed, marked-up drawings shall be reviewed with and confirmed by the Cane Island Unit #3 / FMIPA Engineer-in-Charge on a daily basis throughout the testing period.

10 PROJECT DOCUMENTATION AND REPORTING

10.1 DAILY WRITTEN REPORTING REQUIREMENT

The Supplier shall provide written daily field updates during onsite work summarizing activities performed, findings, deficiencies identified, corrective actions taken, and any risks to schedule or scope. Verbal updates alone are not acceptable.

10.2 COMPREHENSIVE PROJECT REPORT

Upon project completion, the Supplier shall prepare and submit a comprehensive final project report for FMIPA's records. This report shall serve as the definitive reference document for future maintenance planning and shall include, at a minimum:

- Pre- and post-installation photographs documenting all demolition and installation activities
- Complete relay testing and commissioning results for all installed devices
- Documentation of any deviations from the approved design, with explanations and resolutions
- Identification of any deficiencies, outstanding items, or equipment observations noted during the course of the work
- Recommendations for future maintenance, inspection intervals, and service actions based on observed field conditions

10.3 CONTROL CIRCUITRY VERIFICATION DOCUMENT

The Supplier shall develop a formal Control Circuitry Verification Document to confirm the proper operation of all relay inputs, outputs, and associated control functions essential to the Protection System. This document shall serve as a comprehensive technical reference for Cane Island Unit #3 and FMIPA operations and maintenance personnel and shall include:

- Verification of all AC voltage and current inputs to each relay, confirming correct magnitude, phase angle, and CT/VT ratio
- Verification of all relay digital inputs and output contacts, confirmed by functional testing
- Documentation of all communication paths associated with protective functions, where applicable
- A comprehensive trip circuit matrix for all generators and transformers, identifying the initiating device (trip coil/LOR, relay, or sudden pressure LOR) for each trip path
- Confirmation that all trip circuits pass through the trip coils or interrupting devices of the associated breakers, including all auxiliary relay trip paths

The resulting document shall enable FMIPA personnel to readily identify the root cause of any tripped circuit and to confirm that all protective relays are functioning in accordance with their design intent. The document shall provide sufficient technical detail to serve as a reference for both field engineers and maintenance technicians.

11 PLANNING

11.1 PROJECT MANAGEMENT

The Supplier shall designate a single Project Manager to coordinate submittals, schedule, RFIs, and change orders.

11.2 SCHEDULE

Work shall be performed during the FMIPA defined outage window at Cane Island. Standard onsite days shall be 10-hour workdays; weekend or extended hours require FMIPA approval as depicted in Section 11. The Supplier shall staff adequately to complete within the outage. Any additional mobilization must be preapproved.

11.3 UPDATE MEETINGS

Bi-weekly pre-outage; weekly during outage.

11.4 CHANGE ORDERS

All changes must be submitted in writing and approved by FMIPA prior to commencing changed work.

12 DIVISION OF RESPONSIBILITIES

12.1 SITE FACILITIES

The Supplier shall provide their own tooling/consumables, field office/break area, and any temporary facilities necessary.

12.1.1 Material Handling

The Supplier receives and secures materials, maintains laydown, and manages shipping/receiving for optional parts.

12.1.2 Power

FMIPA will provide power on site for the Suppliers equipment such Test Equipment and personal apparatus.

12.1.3 Site Equipment

The Supplier shall furnish all site equipment required to perform the Work, including but not limited to forklifts and related accessories. Use of FMIPA-provided equipment is not permitted unless expressly approved in writing by the FMIPA prior to mobilization.

12.1.4 Waste Disposal

FMIPA shall designate a waste staging area; the Supplier shall be responsible for proper handling, disposal, or return of all removed equipment as directed by FMIPA

12.1.5 Safety

The Supplier shall be responsible for ensuring the compliance of their employees with all safety requirements be they as directed by FMIPA, the Supplier's own safety program, and OSHA, NFPA 70E, and FMIPA safety rules and best practices. The Supplier is always liable for the safety of their own employees on site.

1. Suppliers shall be responsible for providing their work crew with any PPE or other safety equipment such as harnesses or hazardous-gas monitors that may be required for this work.
2. The Supplier shall be responsible for any hole watches that are required for this work.
3. The Supplier shall be responsible for providing their work crew with the appropriate training for the work such as confined space entry, fall protection, respirators, etc. as required. The Supplier must meet or exceed minimum OSHA requirements.
4. The Supplier shall include a copy of their current safety program/manual.

12.1.6 Existing Drawings and Dimensions

FMIPA will make available any as-built drawings in its possession. Supplier is responsible for field verification of dimensions and access clearances.

12.1.7 LOTO

FMIPA personnel will be responsible for tagging out and making the associated systems safe to be worked on. It is the supplier's responsibility to abide by site safety requirements and OSHA regulations.

12.1.8 Electrical Grounding

- The Supplier shall be responsible for providing all temporary protective grounds required for the work specified within this scope.
- The Supplier shall: supply all grounding cables, clamps, grounding clusters, ground reels, and related hardware; verify absence of voltage prior to applying grounds and document verification steps as part of LOTO acceptance; install, maintain, and remove temporary grounds in accordance with OSHA 1910.269 and NFPA 70E; ensure grounding equipment is rated appropriately for available fault current and inspected prior to use; and train all personnel who install or remove grounds.
- FMIPA/CI will not provide grounding materials, nor will they be responsible for applying, verifying, or maintaining protective grounds.

13 WARRANTY

The Supplier shall warrant all materials, fabricated relay protection panels, wiring, and workmanship furnished under this Contract against defects in design, materials, and workmanship for a minimum period of eighteen (18) months from the date of shipment of completed relay protection panels from the Supplier's facility, or twelve (12) months from the date the upgraded protection system is placed into commercial service, whichever expires later.

14 PRICING

Provide pricing as follows (prices to include mobilization/demobilization, test equipment, reports, and standard consumables unless noted):

1. Base Bid – CT Generator Relay Upgrade (Lump Sum)
2. Base Bid – ST Generator Relay Upgrade (Lump Sum)

The Supplier shall identify any assumptions, exclusions, or deviations from this Scope of Work in an Exceptions and Clarifications document submitted with the proposal.

15 PROJECT SCHEDULE REQUIREMENTS

The Supplier shall develop and submit a comprehensive project schedule covering all phases of work associated with the Cane Island Unit #3 CT/ST Generator Relay Upgrade. The schedule shall include engineering design, protection studies, relay settings development, procurement, panel fabrication, Factory Acceptance Testing (FAT), delivery, installation, testing, commissioning, project closeout, and all other activities required to complete the Work.

The planned outage window for field installation, testing, and commissioning activities is scheduled from **March 21, 2027, through April 11, 2027**. The Supplier shall develop its schedule to support and meet this outage window and

shall identify all critical path activities, required milestones, submittal dates, material delivery dates, FAT dates, and pre-outage activities necessary to ensure successful project execution within the allotted outage duration.

The Supplier shall identify all engineering deliverables, studies, calculations, relay settings submissions, and drawing packages that must be completed, reviewed, and approved prior to the start of the March 21, 2027, outage window. Engineering activities shall be scheduled to support procurement, fabrication, Factory Acceptance Testing (FAT), and field implementation without impacting the planned outage duration.

The schedule shall be prepared using industry-standard project scheduling software and submitted to FMIPA and Cane Island Unit #3 for review and approval prior to the commencement of any on-site activities. The Supplier shall provide periodic schedule updates throughout the project and promptly notify FMIPA of any potential delays or schedule impacts that could affect the planned outage execution or project completion.

The project schedule shall include, at a minimum, the following elements:

- Pre-outage engineering milestones, including drawing submittals and FMIPA review and approval periods
- Procurement and FAT milestones for all major equipment and materials
- Bench testing activities and completion dates
- Detailed outage work schedule, including day-by-day activities, crew assignments, Bus 1A and Bus 1B sequencing strategy, and critical path identification
- Commissioning and testing milestones
- As-built drawing and documentation completion dates
- Final project report submittal date

The Supplier shall identify all schedule constraints, interdependencies, and critical path activities. The schedule shall be structured to minimize total outage duration and to ensure that all work is completed within the planned outage window. Any pre-outage work that can be safely performed while the switchgear is in service shall be identified, scheduled, and executed in coordination with FMIPA and Cane Island Unit #3 site management.

15.1 OUTAGE WINDOW

- Outage Start: March 21, 2027, at 07:00
- Outage End: April 11, 2027, at 17:00

15.2 REDUCED-PRODUCTIVITY DAYS (TOTAL = 3 DAYS)

1. March 21, 2027 (Day 1) – Reduced access due to initial outage transitions and LOTO setup.
2. April 9, 2027 (Two Days Before Closeout) – Reduced availability due to plant readiness checks.
3. April 10, 2027 (One Day Before Closeout) – Additional access restrictions and operational preparations.
4. April 11, 2027 (Final Day) – Unit Start-Up*

The Supplier shall plan work assuming reduced productivity on identified dates with no entitlement to additional compensation or schedule relief.

***Note:** Outage end date coincides with Unit Start-Up. The date listed (April 11, 2027) is a target and may occur earlier upon completion of operational readiness requirements.

15.3 ADDITIONAL SCHEDULE REQUIREMENTS

- The Supplier may stage equipment/materials up to 10 calendar days prior to outage start (with FMIPA approval).
- Standard workdays are 10 hours unless otherwise approved by FMIPA.
- The Supplier must account for seasonal Central Florida weather in planning and manpower loading.

16 COMMERCIAL & ADMINISTRATIVE

- All testing per ANSI/NETA, IEEE, NEC, NFPA.
- Final report due within 10 business days of onsite completion; thermography reports within 5 business days of each survey.
- Delays not caused by Contractor but preventing productive work are subject to change order per contract terms.
- If union coordination is required, Contractor shall state impacts to staffing/rates and accommodate site labor requirements.

17 SUBMITTALS (AT BID TIME)

- Exceptions & Clarifications log
- Preliminary schedule and staffing plan
- List of test equipment (e.g., DC Hi-Pot, 5 kV IR, thermographic camera)
- Sample reports and forms (as-found/as-left templates)
- Safety program/manual and training certifications

18 CLOSEOUT

- Final report package (PDF + native data), as-built photos, test records, deficiency register, and recommendations.
- Turnover meeting to review results and recommend next-outage activities.

All inquiries and bid submissions should be directed to the designated FMIPA Procurement Lead. Bids must comply in full with the requirements set forth herein. FMIPA reserves the right to reject any or all bids and to waive informalities in the bidding process.

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 is 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 (6) 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
CANE ISLAND 3 4KV SWITCHGEAR AND GENERATOR RELAY UPGRADE
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 sheets BF-2, (and any bidder attachments).

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: _____

This is a required form; please complete and include it in your submittal.

BID FORM
Cane Island 3 4kV Switchgear and Generator Relay Upgrade

Given the overall size and complexity of this project, FMPA may consider performing the work during two (2) separate outage windows. Therefore, if applicable, please identify any cost or schedule impacts associated with executing the work in multiple outages.

Unit #3 4kV Bus 1A Relay Upgrade		
	Cost	Duration
Unit #3 4kV Bus 1A Relay Upgrade – performed in one outage.		
Unit #3 4kV Bus 1A Relay Upgrade – performed in two outages.		

Unit #3 4kV Bus 1B Relay Upgrade		
	Cost	Duration
Unit #3 4kV Bus 1B Relay Upgrade – performed in one outage.		
Unit #3 4kV Bus 1B Relay Upgrade – performed in two outages.		

Unit #3 Combustion Turbine (CT) Generator Relay Upgrade		
	Cost	Duration
Unit #3 Combustion Turbine (CT) Generator Relay Upgrade – performed in one outage.		
Unit #3 Combustion Turbine (CT) Generator Relay Upgrade – performed in two outages.		

Unit #3 Steam Turbine (ST) Generator Relay Upgrade		
	Cost	Duration
Unit #3 Steam Turbine (ST) Generator Relay Upgrade – performed in one outage.		
Unit #3 Steam Turbine (ST) Generator Relay Upgrade – performed in two outages.		

Lump Sum Pricing – for total project
Provide a <u>Lump Sum Total Price</u> to furnish and deliver all work as described in the scope of work Appendix A. TOTAL PRICE _____
Shift Schedule _____ Duration _____

Please also provide a time & materials rate sheet for the project.

This is a required form; please complete and include it in your submittal.

**FMPA RFP 2026-211
Intent-to-Bid Form**

Form Due Date: August 24, 2026

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 2026-211

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# 2026-211

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name

This is a required form; please complete and include it in your submittal.

AFFIDAVIT OF COMPLIANCE
FMPA RFP 2026-211

_____ 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: _____

This is a required form; please complete and include it in your submittal.

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: _____

This is a required form; please complete and include it in your submittal.

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 2026-211, Florida Municipal Power Agency, Cane Island 3 4kV Switchgear and Generator Rely Upgrade - 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 FMPSA.