

**REQUEST FOR PROPOSALS (RFP)**

**CNG FILLING STATIONS**

**TO INCLUDE DESIGN-BUILD, OPERATE AND MAINTAIN ECUA FACILITY**

**RFP NUMBER 2019-26**



**ECUA BOARD MEMBERS**

**Dr. Larry Walker, Chairman, District Five**  
**Ms. Vicki Campbell, Vice Chairman, District One**  
**Ms. Lois Benson, District Two**  
**Vacant, District Three**  
**Mr. Dale Perkins, District Four**

**Mr. Gerry Piscopo, ECUA PROJECT MANAGER**

**Issued August, 2019**

## **LEGAL ADVERTISEMENT**

Proposals for the CNG Fueling Facilities Project for Emerald Coast Utilities Authority (ECUA), RFP Number 2019-26, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., local time, October 8, 2019, at which time only the names of the proposers will be read aloud. It is the intent of the Emerald Coast Utilities Authority (ECUA) to receive sealed proposals for the design-build, permitting, operation and maintenance of two CNG fueling facilities. The selected proposer will design, construct, operate and maintain the CNG fueling facilities, which will be owned by the ECUA at the end of the ten-year operating contract. Specifications and information may be obtained free of charge from ECUA, PURCHASING AND STORES MANAGER (850-969-3350), or via email at amy.williamson@ecua.fl.gov, or on the web at www.ecua.fl.gov. A mandatory site visit is required. Contact information regarding scheduling the site visit is included in the specifications. Proposals received after 2:00 p.m. (local time), October 8, 2019, will be returned unopened. ECUA reserves the right to reject any and all proposals and re-advertise.

Proposed advertising date: September 5, 2019

**Emerald Coast Utilities Authority  
Purchasing and Stores Division  
9255 Sturdevant Street  
Pensacola, Florida 32514-7038  
850-969-3350**

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**STATEMENT OF NO BID**

If you do not intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Emerald Coast Utilities Authority Vendors' list for this commodity/service.

We the undersigned have declined to bid on requested commodity/service Bid Number 2019-26, CNG FUELING FACILITIES for the following reasons:

- \_\_\_\_\_ Specifications too "tight," i.e. geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond to the Invitation to Bid.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond/insurance requirements.
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ Remove us from your vendors' list for this commodity/service.
- \_\_\_\_\_ Other (specify below).

Remarks:

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

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

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

NOTE: Statement of No Bid may be faxed to Amy Williamson at (850-969-3384) or emailed to [amy.williamson@ecua.fl.gov](mailto:amy.williamson@ecua.fl.gov)

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**NOTICE TO CONTRACTORS FOR THIS RFP**

There may be one or more amendments to this RFP solicitation. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to the ECUA office. Please send this information to Amy Williamson, Senior Purchasing Agent, via e-mail at [amy.williamson@ecua.fl.gov](mailto:amy.williamson@ecua.fl.gov). The ECUA will send amendments, if any, only to those firms that complete and return this form or provide the requested information by e-mail in a timely manner.

EMERALD COAST UTILITIES AUTHORITY  
REQUEST FOR PROPOSALS (RFP) FOR CNG FUELING FACILITIES

RFP ADDENDUM REQUEST FORM

RFP number: 2019-26

Company name: \_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Contact person: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Any alterations to this RFP document made by the submitter may be grounds for rejection of the submitted Proposal.

## INSTRUCTIONS TO PROPOSERS

ALL THESE TERMS AND CONDITIONS ARE A PART OF THIS PROPOSAL REQUEST.

### 1. PROPOSAL SCHEDULE:

PROPOSALS ARE PRESENTLY SCHEDULED TO BE PUBLICLY OPENED AND READ OCTOBER 8, 2019, IN THE ECUA 2<sup>ND</sup> FLOOR FINANCE CONFERENCE ROOM, ADMINISTRATION BUILDING, ROOM 215, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK.

### **SCHEDULE OF EVENTS**

The proposed time schedule as related to this procurement is as follows:

EVENT	DATE/TIME
Release of RFP	September 5, 2019
*Deadline for Questions/Request for Clarifications	October 1, 2019
*Proposal Due Date/Time (Deadline)	October 8, 2019
**Recommendation to Citizens' Advisory Committee/Board of Directors <i>if required</i>	November 12, 2019/November 19, 2019
**Anticipated Contract Approval/Award	November 19, 2019

\* An addendum to this RFP will be issued if any of these dates/times change.

\*\* **These dates are after the proposals are due and subject to change. However, an addendum to this RFP will not be issued if any of these dates change. Specific dates/times will be determined at each phase.**

### 2. PROPOSAL SUBMISSION:

ALL PROPOSALS TO BE CONSIDERED MUST BE IN THE POSSESSION OF THE EMERALD COAST UTILITIES AUTHORITY PURCHASING AND STORES MANAGER. ONE ORIGINAL **AND** THREE COPIES OF THE PROPOSAL, **AND** ONE ELECTRONIC COPY OF THE PROPOSAL MAY BE MAILED OR DELIVERED TO HIS OFFICE AT 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA, 32514, IN A SEALED ENVELOPE CLEARLY MARKED WITH THE TIME AND DATE OF THE OPENING. REGARDLESS OF THE METHOD OF DELIVERY, EACH PROPOSER SHALL BE RESPONSIBLE FOR HIS PROPOSAL(S) BEING DELIVERED ON TIME, AS THE EMERALD COAST UTILITIES AUTHORITY ASSUMES NO RESPONSIBILITY FOR SAME. PROPOSALS OFFERED OR RECEIVED AFTER THE TIME SET FOR THE RFP OPENING WILL BE REJECTED AND RETURNED UNOPENED TO THE PROPOSER. PROPOSALS BECOME PUBLIC RECORD ONCE OPENED.

### 3. CONVICTION OF PUBLIC ENTITY CRIME

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 PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS 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 (\$35,000) FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

4. PROPOSAL WITHDRAWAL:

NO PROPOSAL MAY BE WITHDRAWN FOR A PERIOD OF NINETY (90) DAYS FROM THE OPENING OF THE PROPOSALS. PRICES MAY NOT BE MODIFIED DURING THIS PERIOD. PROPOSALS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE RFP OPENING TIME.

5. PROPOSAL AUTHORIZATION:

ALL PROPOSALS MUST BE SUBMITTED ON THE FORM PROVIDED BY THE EMERALD COAST UTILITIES AUTHORITY AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY PLACING THE PROPOSAL. ONE COMPLETE SET OF RFP FORMS WILL BE FURNISHED EACH COMPANY INTERESTED IN RESPONDING.

6. QUOTE ERRORS:

THE FOLLOWING SHALL GOVERN THE CORRECTION OF INFORMATION SUBMITTED IN A PROPOSAL WHEN THAT INFORMATION IS A DETERMINANT OF THE RESPONSIVENESS OF THE PROPOSAL:

- A) THE PURCHASING AND STORES MANAGER PRIOR TO AWARD MAY CORRECT ERRORS IN THE EXTENSION OF UNIT PRICES, STATED IN THE PROPOSAL OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION IN A PROPOSAL. IN SUCH CASES, THE UNIT PRICES SHALL NOT BE CHANGED.
  
- B) NO PROPOSER SHALL BE PERMITTED TO CORRECT A PROPOSAL MISTAKE AFTER OPENING THE PROPOSALS THAT WOULD CAUSE SUCH PROPOSER TO HAVE THE LOWEST PROPOSAL, EXCEPT THAT ANY PROPOSER MAY CORRECT ERRORS IN EXTENSION OF UNIT PRICES STATED IN THE PROPOSAL, OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION. IN SUCH CASES, UNIT PRICES IN THE PROPOSAL SHALL NOT BE CHANGED.

7. AWARD OF CONTRACT:

ECUA RESERVES THE RIGHT TO ESTABLISH PRIORITIES AND TO AWARD THE CONTRACT TO A SINGLE PROPOSER BASED UPON THE TOTAL PROPOSAL OR TO MULTIPLE PROPOSERS BASED UPON THE ITEMS INDIVIDUALLY PROPOSED.

8. TAXES:

DO NOT INCLUDE ANY TAX WITH YOUR PROPOSAL. THE EMERALD COAST UTILITIES AUTHORITY IS EXEMPT FROM FEDERAL, STATE AND LOCAL TAXES. TAX EXEMPT NUMBER 85-8012640152C-4 APPLIES.

9. TERMS:

MINIMUM TERMS WILL BE NET 30 (30 DAYS AFTER RECEIPT OF MATERIAL/SERVICE) UNLESS A DISCOUNT IS INVOLVED. TERMS OFFERING A DISCOUNT FOR PROMPT PAYMENT WILL ONLY BE CONSIDERED IN

DETERMINING THE LOW PROPOSAL IF THE DISCOUNT PERIOD IS 15 DAYS OR GREATER (15 DAYS AFTER RECEIPT OF MATERIAL/SERVICE OR INVOICE, WHICHEVER IS GREATER).

10. RFP TABULATIONS:

RFP TABULATIONS/LIST OF PROPOSERS WILL BE POSTED FOR REVIEW BY INTERESTED PARTIES IN THE PURCHASING DEPARTMENT, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK ON OR ABOUT OCTOBER 8, 2019, AND WILL REMAIN POSTED FOR 72 HOURS EXCLUDING WEEKENDS AND HOLIDAYS.

11. RFP QUESTIONS:

IF ANY PROPOSER HAS A QUESTION CONCERNING THE SPECIFICATIONS OR PROPOSAL SUBMISSION PROCEDURES, PLEASE FORWARD THE INQUIRY TO THE PURCHASING AND STORES MANAGER BY OCTOBER 1, 2019 FOR CONSIDERATION.

EMERALD COAST UTILITIES AUTHORITY  
ATTN: PURCHASING AND STORES MANAGER  
9255 STURDEVANT STREET  
PENSACOLA, FLORIDA 32514-7038  
PHONE: 850-969-6531  
FAX: 850-969-3384  
EMAIL: [amy.williamson@ecua.fl.gov](mailto:amy.williamson@ecua.fl.gov)

12. COMPLIANCE WITH SPECIFICATIONS:

IN ORDER TO DETERMINE THAT YOUR PROPOSAL COMPLIES WITH SPECIFICATIONS, PRODUCT LITERATURE AND/OR DATA/INFORMATION SHOULD BE INCLUDED WITH THE PROPOSAL. ANY DEVIATIONS FROM THE RFP SPECIFICATIONS SHOULD BE IDENTIFIED SEPARATELY.

13. UNIFORM COMMERCIAL CODE:

THE UNIFORM COMMERCIAL CODE (FLORIDA STATUTES, CHAPTER 672) SHALL PREVAIL AS THE BASIS FOR CONTRACTUAL OBLIGATIONS BETWEEN THE AWARDED PROPOSER/CONTRACTOR AND EMERALD COAST UTILITIES AUTHORITY FOR ANY TERMS AND CONDITIONS NOT SPECIFICALLY STATED IN THIS REQUEST FOR PROPOSAL.

14. EXECUTION OF CONTRACT:

ANY ACTION OF ECUA IN AWARDING THE PURCHASE OF ANY MATERIAL OR PERFORMANCE OF A SERVICE IS SUBJECT TO AND CONDITIONED UPON THE EXECUTION OF A WRITTEN PURCHASE CONTRACT AND/OR A PURCHASE ORDER BETWEEN ECUA AND THE PROPOSER. THE FOLLOWING WORDS ARE USED INTERCHANGEABLY THROUGHOUT THIS DOCUMENT AND HAVE THE SAME MEANING AND EFFECT: PROPOSER, CONTRACTOR, VENDOR, RESPONDER, OFFEROR AND SUPPLIER.

15. CONTRACTUAL AGREEMENT:

THIS INVITATION FOR PROPOSAL SHALL BE INCLUDED AND INCORPORATED IN THE FINAL CONTRACT OR PURCHASE ORDER. THE ORDER OF CONTRACT PRECEDENCE WILL BE THE CONTRACT (PURCHASE ORDER), RFP DOCUMENT AND RESPONSE. ANY AND ALL LEGAL ACTION NECESSARY TO ENFORCE THE CONTRACT

WILL BE HELD IN ESCAMBIA COUNTY AND THE CONTRACT WILL BE INTERPRETED ACCORDING TO THE LAWS OF FLORIDA.

16. PROTESTS:

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE DIRECTLY AND ADVERSELY AFFECTED BY THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT OR BY PLANS OR SPECIFICATIONS CONTAINED IN AN INVITATION TO BID OR REQUEST FOR PROPOSALS MAY FILE A PROTEST IN ACCORDANCE WITH THE FOLLOWING RULES AND SECTION 12 OF THE ECUA ACT (CHAPTER 2001-324, LAWS OF FLORIDA AS AMENDED).

NOTICE OF PROTEST OF PLANS, SPECIFICATIONS OR OTHER REQUIREMENTS CONTAINED IN AN INVITATION TO BID OR IN A REQUEST FOR PROPOSALS SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING RECEIPT OF THE PLANS OR SPECIFICATIONS. NOTICE OF PROTEST OF THE REJECTION OF A BID OR PROPOSAL AS NON-RESPONSIVE SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE TO THE BIDDER OF THE REJECTION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE POSTING OF THE BID TABULATION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO A BIDDER OTHER THAN THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE OF THE AWARD OF A PURCHASE ORDER OR CONTRACT.

A NOTICE OF PROTEST SHALL BE IN WRITING AND SHALL STATE THE SUBJECT MATTER OF THE PROTEST. A FORMAL WRITTEN PROTEST SHALL BE FILED WITHIN SEVEN (7) BUSINESS DAYS AFTER THE FILING OF NOTICE OF PROTEST. A FORMAL WRITTEN PROTEST SHALL STATE WITH PARTICULARITY THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED.

NOTICE OF PROTEST AND FORMAL WRITTEN PROTEST OF PLANS OR SPECIFICATIONS FOR OR THE AWARD OR INTENDED AWARD OF A CONTRACT SHALL BE FILED WITH THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE.

FAILURE TO FILE A NOTICE OF PROTEST OR FAILURE TO FILE A FORMAL WRITTEN PROTEST WITHIN THE TIMES PERMITTED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER THESE RULES AND UNDER SECTION 12 OF CHAPTER 2001-324, LAWS OF FLORIDA, AS AMENDED.

UPON RECEIPT OF A NOTICE OF PROTEST WHICH HAS BEEN TIMELY FILED, THE EXECUTIVE DIRECTOR SHALL STOP THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS UNTIL THE PROTEST HAS BEEN RESOLVED. HOWEVER, THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS MAY PROCEED WHEN THE EXECUTIVE DIRECTOR DETERMINES THAT DELAY WOULD BE DETRIMENTAL TO THE INTERESTS OF ECUA. ANY AWARD OF A PURCHASE ORDER OR CONTRACT UNDER SUCH CONDITIONS SHALL BE SUBJECT TO THE OUTCOME OF THE PROTEST. AFTER THE AWARD OF A CONTRACT OR PURCHASE ORDER RESULTING FROM A BID IN WHICH A TIMELY PROTEST WAS RECEIVED AND IN WHICH ECUA DID NOT PREVAIL, ECUA MAY TAKE SUCH ACTION AS IT CONSIDERS APPROPRIATE, WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, AWARD OF THE CONTRACT OR PURCHASE ORDER TO THE PREVAILING PARTY, CANCELLATION OF THE CONTRACT OR PURCHASE ORDER, OR REBIDDING.

THE EXECUTIVE DIRECTOR SHALL PROVIDE REASONABLE OPPORTUNITY TO RESOLVE A PROTEST BY AGREEMENT. IF AGREEMENT IS NOT REACHED WITHIN SUCH TIME AS THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE CONSIDERS REASONABLE UNDER THE CIRCUMSTANCES, THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL REVIEW THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED, AND SHALL RENDER A DECISION WHICH SHALL BE IN WRITING AND SHALL BE PROMPTLY TRANSMITTED TO THE PROTESTOR.

IF THE PROTESTOR WISHES TO CONTINUE THE PROTEST BEYOND THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE, THE PROTESTOR SHALL BE REQUIRED TO FILE A PETITION FOR REVIEW BY THE ECUA BOARD. THIS PETITION SHALL BE MADE IN WRITING AND PRESENTED TO THE EXECUTIVE DIRECTOR WITHIN TEN (10) DAYS AFTER NOTICE OF THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE; OTHERWISE, THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL BE FINAL AND BINDING. SUCH PETITION SHALL STATE THE PARTICULAR GROUNDS ON WHICH IT IS BASED AND MAY INCLUDE PERTINENT DOCUMENTS AND EVIDENCE RELATING THERETO. ANY GROUNDS NOT STATED SHALL BE DEEMED TO HAVE BEEN WAIVED BY THE PROTESTOR. THIS PETITION MUST ALSO BE ACCOMPANIED BY A PROTEST BOND OF AN AMOUNT EQUAL TO 1.0 PERCENT (1%) OF THE VALUE OF THE SOLICITATION, BUT IN NO CASE LESS THAN \$1,000 NOR GREATER THAN \$10,000.00. THIS BOND SHALL BE IN THE FORM OF A MONEY ORDER, CERTIFIED CASHIER'S CHECK, OR CERTIFIED BANK CHECK MADE PAYABLE TO THE EMERALD COAST UTILITIES AUTHORITY. FAILURE TO POST SUCH BOND WITHIN TEN (10) BUSINESS DAYS AFTER THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL RESULT IN THE PROTEST BEING DISMISSED BY THE EXECUTIVE DIRECTOR.

THE BOND REQUIRED BY THE ABOVE PARAGRAPH SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS AND CHARGES WHICH MAY BE ADJUDGED AGAINST THE PERSON FILING THE PETITION FOR REVIEW. IF THE PROTESTOR PREVAILS, THE BOND SHALL BE RETURNED TO THE PROTESTOR. IF HOWEVER, ECUA PREVAILS, THE BOND SHALL BE FORFEITED, AND ECUA SHALL BE ENTITLED TO RECOVER THE COSTS AND CHARGES, EXCLUDING ATTORNEY'S FEES, OF SUCH HEARING. THE ENTIRE AMOUNT OF THE BOND ALSO SHALL BE FORFEITED IF IT IS DETERMINED THAT A PROTEST WAS FILED FOR A FRIVOLOUS OR IMPROPER PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE PURPOSE OF HARASSING, CAUSING UNNECESSARY DELAY, OR CAUSING NEEDLESS COST FOR ECUA OR ANOTHER INTERESTED PARTY/PARTIES.

ANY NOTICE REQUIRED OR PERMITTED UNDER THIS BID PROTEST PROCEDURE SHALL BE EFFECTIVE WHEN DELIVERED PERSONALLY OR BY FACSIMILE, OR WHEN DEPOSITED IN THE U.S. MAIL. IF NOTICE IS GIVEN ONLY BY MAIL, THREE (3) DAYS SHALL BE ADDED TO THE TIME WITHIN WHICH A PROTESTOR MAY FILE A NOTICE OF PROTEST OR PETITION FOR REVIEW.

#### 17. CONTRACTS EXCEEDING ONE YEAR:

WHEN APPLICABLE, A CONTRACT MAY BE RENEWED CONTINGENT UPON COST FACTORS, MUTUAL AGREEMENT, SATISFACTORY PERFORMANCE EVALUATIONS, AVAILABILITY OF FUNDS AND ECUA BOARD APPROVAL. ECUA'S PERFORMANCE AND OBLIGATION TO PAY FOR THE PURCHASE OF SERVICES OR TANGIBLE PERSONAL PROPERTY OF A PERIOD IN EXCESS OF ONE (1) FISCAL YEAR UNDER ANY CONTRACTUAL RELATIONSHIP IS CONTINGENT UPON AN ANNUAL BUDGET APPROVAL BY THE ECUA BOARD.

18. CONDUCT OF PARTICIPANTS:

AFTER THE ISSUANCE OF ANY SOLICITATION, ALL BIDDERS/PROPOSERS/PROTESTORS OR INDIVIDUALS ACTING ON THEIR BEHALF ARE HEREBY PROHIBITED FROM LOBBYING AS DEFINED HEREIN OR OTHERWISE ATTEMPTING TO PERSUADE OR INFLUENCE ANY ELECTED ECUA OFFICIALS, THEIR AGENTS OR EMPLOYEES OR ANY MEMBER OF THE RELEVANT SELECTION COMMITTEE AT ANY TIME DURING THE BLACKOUT PERIOD AS DEFINED HEREIN; PROVIDED, HOWEVER, NOTHING HEREIN SHALL PROHIBIT BIDDERS/PROPOSERS/PROTESTORS OR INDIVIDUALS ACTING ON THEIR BEHALF FROM COMMUNICATING WITH THE PURCHASING STAFF CONCERNING A PENDING SOLICITATION UNLESS OTHERWISE PROVIDED IN THE SOLICITATION OR UNLESS OTHERWISE DIRECTED BY THE PURCHASING MANAGER.

LOBBYING MEANS THE ATTEMPT TO INFLUENCE THE THINKING OF ELECTED ECUA OFFICIALS, THEIR AGENTS OR EMPLOYEES OR ANY MEMBER OF THE RELEVANT SELECTION COMMITTEE FOR OR AGAINST A SPECIFIC CAUSE RELATED TO A PENDING SOLICITATION FOR GOODS OR SERVICES, IN PERSON, BY MAIL, BY FACSIMILE, BY TELEPHONE, BY ELECTRONIC MAIL, OR BY ANY OTHER MEANS OF COMMUNICATION.

19. BLACKOUT PERIOD:

BLACKOUT PERIOD MEANS THE PERIOD BETWEEN THE TIME THE BIDS/PROPOSALS FOR INVITATION TO BID OR THE REQUEST FOR PROPOSAL, OR QUALIFICATIONS, OR INFORMATION, OR REQUESTS FOR LETTERS OF INTEREST, OR THE INVITATION TO NEGOTIATE, AS APPLICABLE, ARE RECEIVED AT THE ECUA OFFICE OF PURCHASING AND THE TIME THE ECUA BOARD AWARDS THE CONTRACT AND ANY RESULTING BID PROTEST IS RESOLVED OR THE SOLICITATION IS OTHERWISE CANCELLED.

20. OTHER PROVISIONS

Contractor is required to comply with public records laws codified in Chapter 119, Florida Statutes, and is specifically required to:

- a. Keep and maintain public records required by ECUA to perform the service.
- b. Upon request from ECUA's custodian of public records, provide ECUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to ECUA.
- d. Upon completion of the contract, transfer, at no cost, to ECUA all public records in possession of the Contractor or keep and maintain public records required by ECUA to perform the service. If the Contractor transfers all public records to ECUA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to ECUA, upon request from ECUA's custodian of public records, in a format that is compatible with the information technology systems of ECUA.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ECUA'S CUSTODIAN OF PUBLIC RECORDS AT [850-969-3302](tel:850-969-3302), [SHARON.HARRELL@ECUA.FL.GOV](mailto:SHARON.HARRELL@ECUA.FL.GOV), AND SHARON HARRELL, 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.**

## **Rights of the ECUA**

This RFP constitutes an invitation to submit a Proposal to the ECUA, but does not obligate the ECUA to procure or contract for any of the services as generally contemplated in this RFP. If the responses to this RFP are determined to be in the best interest of the ECUA, the ECUA may elect to secure the services of a private sector Preferred Contractor and select and enter into negotiations of a Service Contract. The ECUA, including its agents and designated representatives, reserves and holds at its sole discretion, various rights and options, including without limitation, the following:

1. To waive any minor informalities in the RFP.
2. To prepare and issue modifications and/or addenda to the RFP prior to the receipt of Proposals that may expand, restrict, or cancel any portion or all work described in this RFP.
3. To receive questions from contractors and to provide such answers as it deems appropriate.
4. To reject any or all responses to this RFP.
5. To change the date for receipt of this RFP or any deadlines and dates specified in this RFP.
6. To change the procurement and /or selection process.
7. To conduct investigations with respect to the information provided by each Proposer and to request additional information to support such Proposer's responses and submittals.
8. To seek clarifications from each Proposer.
9. To select as the preferred Contractor the Proposer that, in the sole judgment of the ECUA, is in ECUA's best interest.
10. To cancel this RFP with or without the substitution of another RFQ and /or RFP and in any case, with or without cause in the sole discretion of the ECUA and without liability to the ECUA.
11. To request recertification of any or all of the qualification data/information provided by any of the Qualified Contractors during this RFP process.

## **Contractor Incurred Costs**

All costs and expenses involved with the preparation and submission of a response to this RFP and the Proposer's participation in the RFP process shall be borne solely by the Proposer and shall not, in any case, be reimbursed by the ECUA.

## **Accuracy of Information**

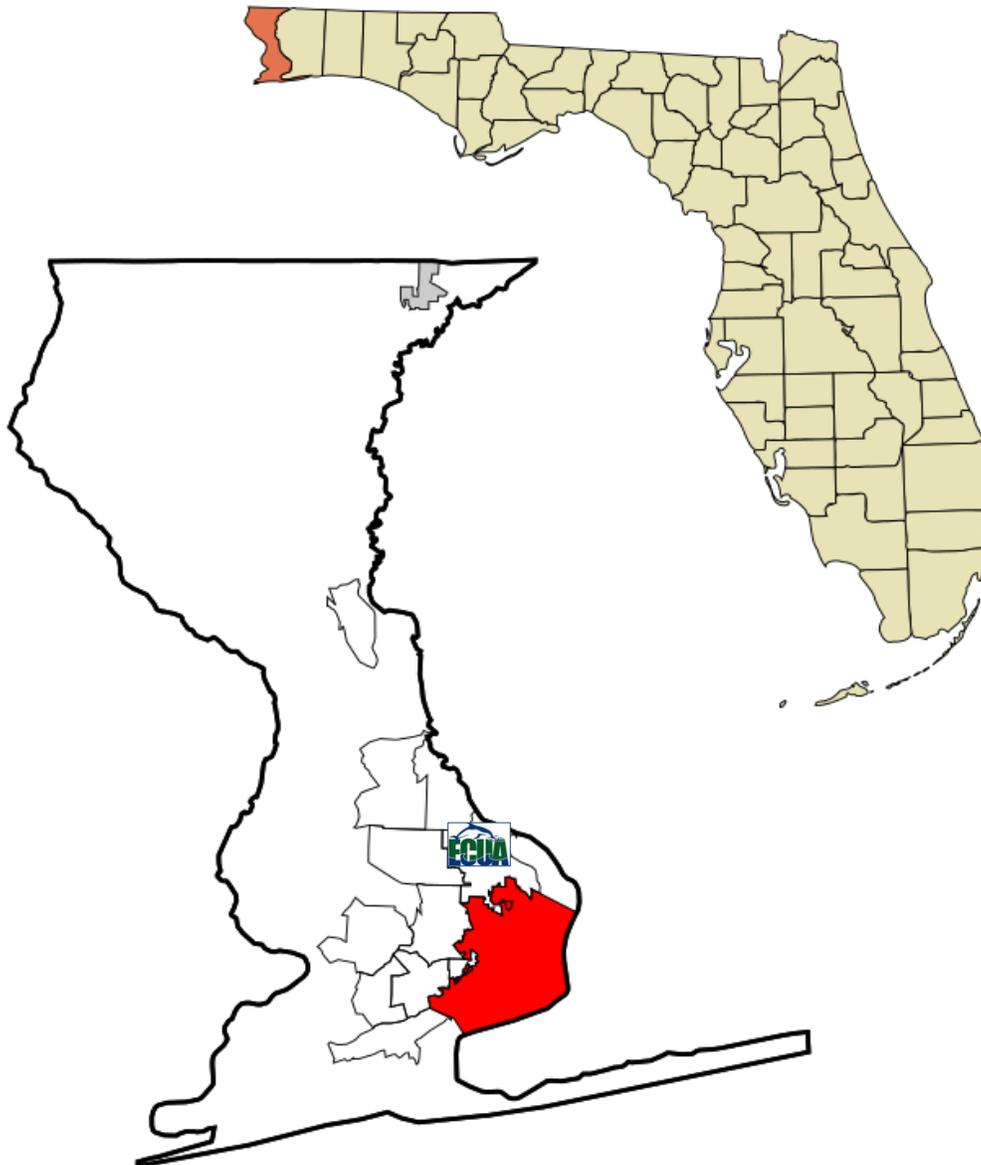
The ECUA assumes no responsibility for the completeness or the accuracy of the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. Without limiting the generality of the foregoing, the ECUA will not be bound by or responsible for any explanation or interpretation of the RFP documents other than those given in writing. In no event shall a contractor and potential Proposer, rely on any oral statement by the ECUA, its staff, agents, advisors or consultants.

## REQUESTED SERVICES AND CURRENT ECUA OPERATIONS

### 1.1 Background on ECUA and Pertinent ECUA Services and Facilities

The Emerald Coast Utilities Authority (ECUA, or “the Authority”) was created by State Legislation in 1981 to acquire, consolidate, manage, and operate the water and wastewater systems in Escambia County, Florida. ECUA’s service area is in Escambia County, which is located in the far northwestern part of Florida. ECUA owns and operates a water supply and distribution system and wastewater collection and treatment system (collectively the “System”) serving Pensacola and several surrounding communities. Exhibit 1 highlights Escambia County in the panhandle of Florida in orange, the location of Pensacola at the southern end of the county in red, and the approximate location of the ECUA nearby.

**Exhibit 1 – Locations of Escambia County in Florida; City of Pensacola; and ECUA**



In total, the ECUA provides water service to over 96,000 customers as of April 2019 and wastewater service to approximately 75,000 customers. The Authority's customer base is a mix of residential and commercial users. The System includes 31 water supply wells, 13 water storage tanks, over 1,700 miles of water distribution system, three wastewater treatment plants, approximately 1,275 miles of wastewater collection system, and 359 wastewater pump stations.

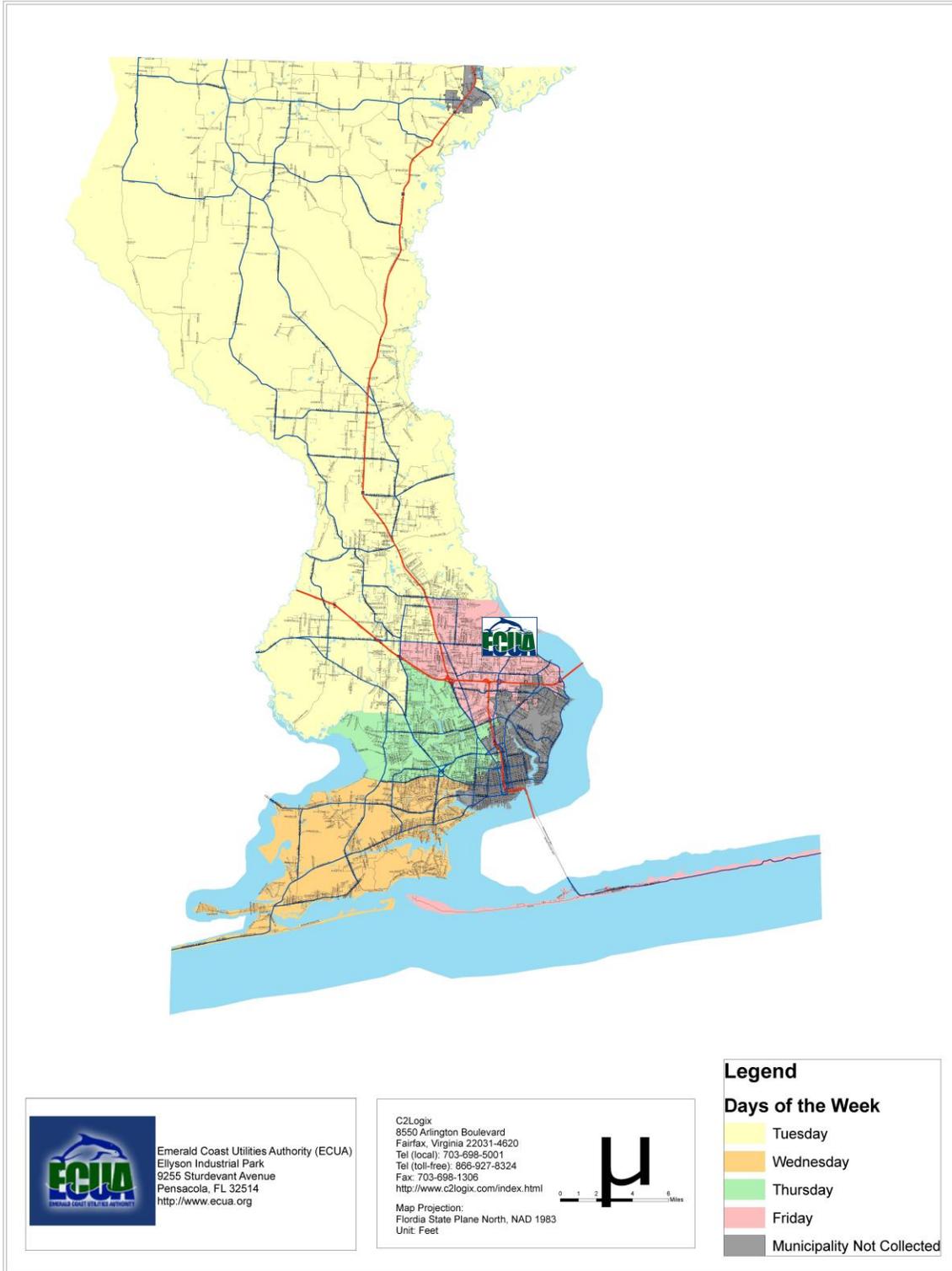
Additionally, the ECUA provides for the collection of solid waste in Escambia County through the ECUA Sanitation and Fleet Services Department. The Authority, serving the unincorporated areas of Escambia County, provides residential sanitation collection services to almost 90,000 customers.

The ECUA has a fleet of more than 350 vehicles. Currently, seventy-five of those vehicles are fueled by compressed natural gas (CNG). Last year the ECUA purchased over 426,000 diesel gallon equivalents (DGE) of CNG to fuel those vehicles. An additional 250,000 gallons of diesel fuel and 85,000 gallons of gasoline were purchased by the Authority during FY 2013. The ECUA purchases 10-15 CNG fueled replacement vehicles each year; therefore, it is anticipated that the use of CNG will increase in future years.

ECUA is dedicated to providing the best possible water, wastewater and sanitation services to Escambia County. ECUA is a four-time award winner of the best-tasting water in Northwest Florida. Additionally, with regards to wastewater treatment, the ECUA's Pensacola Beach and Bayou Marcus wastewater treatment plants have won 17 Gold or Silver Awards from the National Association of Clean Water Agencies (NACWA) between them since 1994.

Exhibit 2 presents a general location map of the key ECUA service areas for solid waste and yard waste collection services. The ECUA performs these services with their own fleet of diverse mobile equipment and the Escambia County landfill is the current disposal site for all such non-recyclable waste materials collected.

**Exhibit 2 - General Service Map of the ECUA  
Solid Waste, Yard & Trash Collection in Escambia County; ECUA location highlighted**



## 1.2 Solicited Services Ultimately to be Requested through the RFP

The Emerald Coast Utilities Authority (ECUA) plans to receive sealed proposals for the design-build, permitting, operation and maintenance of two CNG fueling facilities. The selected proposer will design, construct, operate and maintain the CNG fueling facilities, which will be owned by the ECUA at the end of the ten-year operating contract. All design-construction costs will be billed to the ECUA on a per gallon basis over the ten-year operating contract. All design-construction costs will be billed to the ECUA on a per gallon basis over the ten-year operating contract. This fee will be in addition to the monthly current market pipeline rate for CNG fuel and billed to ECUA by the selected proposer on a monthly basis.

The responses to this RFP (hereinafter "Proposals") submitted under this RFP are not subject to public inspection until a Preferred Contractor has been selected by the ECUA or as otherwise provided in Section 119.071(1)(b), Florida Statutes. Proposals, and Qualifications updates as/if required, will be evaluated, and those submitting Proposals may be requested to provide a presentation of their proposed services.

Documentation provided must be specific and the data given must be clear and comprehensive. Documentation provided must pertain specifically to the entity that at this time would be expected to propose on and implement the project, not an affiliated company, parent firm or entity.

Opportunities for site visits may be scheduled by contacting Gerry Piscopo at 850 969 6690 or Ryan Dunlap at 850-969-6667. (A mandatory site visit will be required for each proposal to be considered.) The ECUA reserves the right to accept or reject any or all Proposals and to select a firm which will be in the best interest of the ECUA.

**Primary Objective:** To hire a private contractor to complete the detailed design, permitting, equipment supply and installation, site and building construction, start-up, testing and long-term operation of two turnkey CNG fueling facilities.

## 1.3 Overview Description of Certain ECUA Activities

### Wastewater Services

The ECUA currently operates three wastewater treatment plants in Escambia County. The permitted treatment annual average daily flow (AADF) in millions of gallons per day (MGD) capacities of each plant is as follows:

- Central Water Reclamation Facility (CWRP) - 22.5 MGD
- Bayou Marcus Water Reclamation Facility (WRC) - 8.2 MGD
- Pensacola Beach Wastewater Treatment Plant (WWTP) - 2.4 MGD

Currently in operation are 942 miles of gravity main pipes, 331 miles of force main and 18,400 manholes. ECUA's gravity sewers are constructed of vitrified clay pipe and polyvinyl chloride (PVC). The force mains are primarily constructed of PVC and ductile iron and most were constructed in the last 40 years. The wastewater pumping stations are remotely monitored by ECUA's SCADA center. The wastewater system serves 75,160 customers as of April 2019.

## Wastewater System

As of March 2014, ECUA's existing wastewater system consists of three wastewater treatment plants, approximately 370 lift stations and approximately 1,275 miles of wastewater lines. The two smaller wastewater treatment plants within the system have an aggregate capacity of 10.6 MGD, and consist of the Bayou Marcus WRF with 8.2 MGD, and the Pensacola Beach WWTP plant with 2.4 MGD capacities. The annual average flow to the Pensacola Beach plant is 0.8 MGD, with a maximum flow of 1.2 MGD.

## Central Water Reclamation Facility (CWRP)

CWRP is a new WWTP located approximately 15 miles inland (out of the floodplain) and provides for reuse of the majority of the reclaimed water by power companies and industries. The CWRP includes a transmission system to convey wastewater to this inland facility. Exhibit 4 shows the layout of the facility via aerial photography.

**Exhibit 4 - Aerial View of the CWRP**

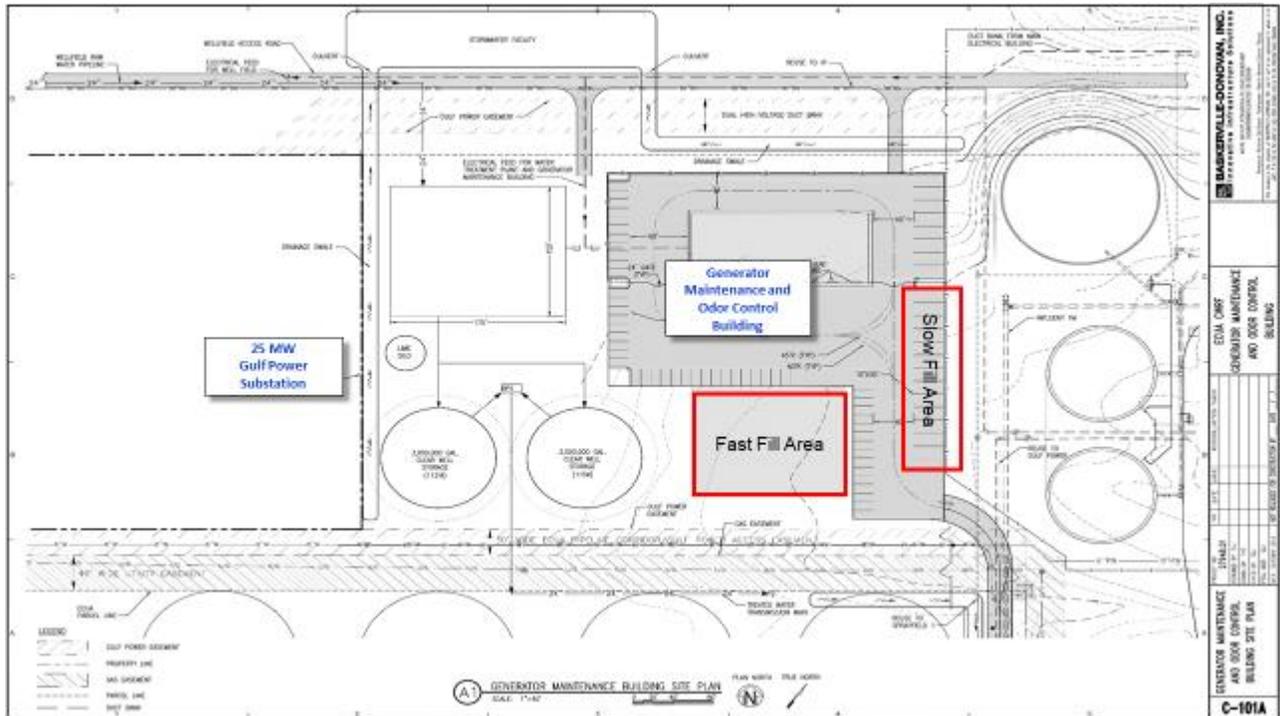


A more detailed representation of the CWRP site, with all of the key structures identified, is shown in Exhibit 6.

Exhibit 5 - CWRF Site Layout

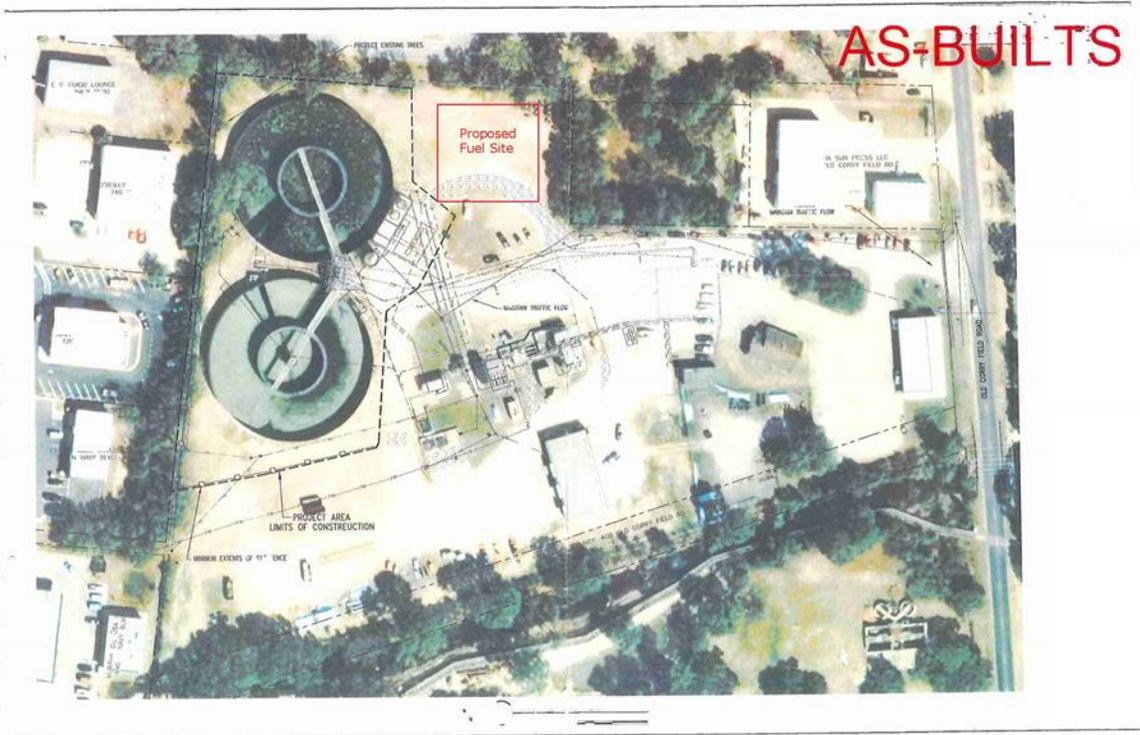


Exhibit 6 - Potential CNG Facility Site Shown in Red

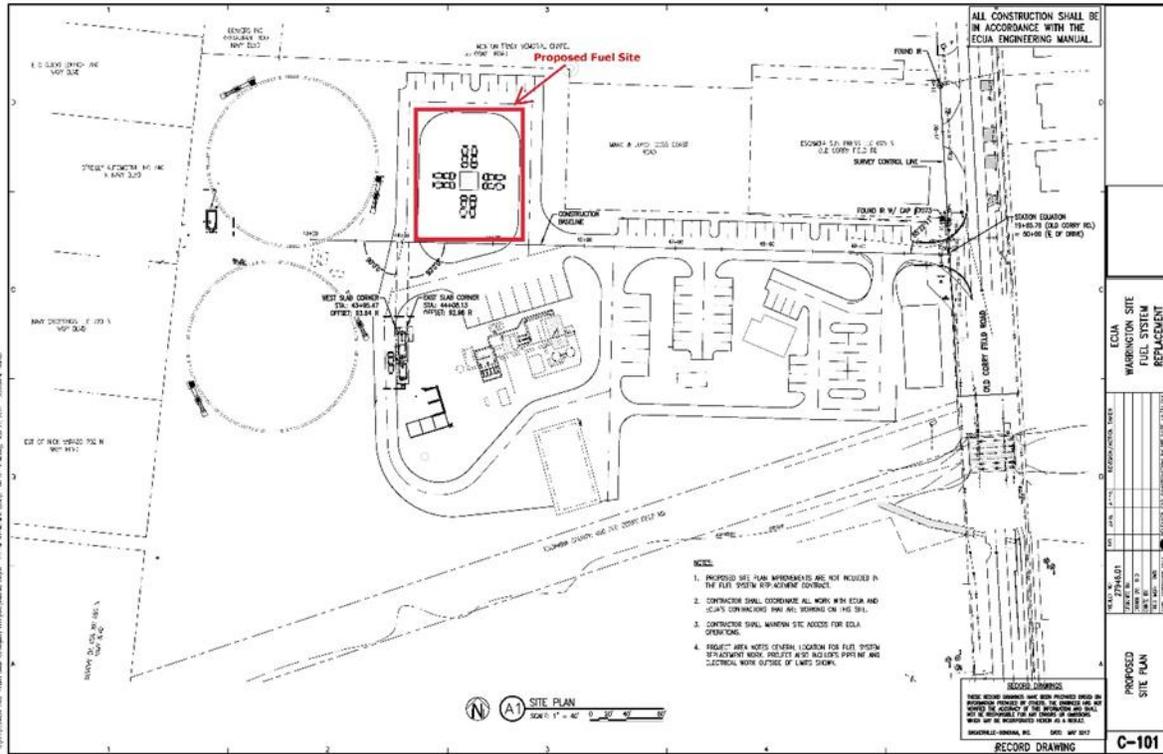


The Warrington Site is located in central Pensacola off of Old Corry Field Road. The site serves as the base of operations for ECUA's southern Regional Services and Sewer Maintenance Divisions. This group provides utility services to the southern portion of ECUA's service area and is home to 60 personnel and 52 vehicles. In addition, there is a waste water lift station site on the premises as well as two major holding tanks used during emergencies. This site must remain operational during the construction process. A detailed drawing and aerial of the site follows in exhibit 7 & 8.

**Exhibit 7 – Warrington Site Layout**



## Exhibit 8 – Warrington Site CNG Facility



### 1.4 Purpose

By issuing this RFP, the ECUA is requesting Proposals for the design, permitting, financing, construction, operation and maintenance of two CNG Fueling Facilities.

The Contractors who participate in, and comply with, the RFP process and submit proposals (“Proposals”) will be evaluated in accordance with the procedures and criteria set forth in this RFP.

Depending on the merits, performance guarantees and pricing of the ensuing proposals, the ECUA anticipates that it will select and enter into a Full Service Design/Build/Own/Operate and Maintain Agreement for the CNG Fueling Facilities with a Preferred Contractor from the pool of Contractors that, in the sole judgment of the ECUA, submits a Proposal deemed to be in the best interests of the ECUA.

### 1.5 ECUA Process

Requests for information during the RFP process must be made to the ECUA’s RFP Coordinator, referenced in Section 1.6 below.

The ECUA will set up a Review Committee that will review all submittals to this RFP.

### 1.6 Contact Person for Additional Information

No interpretation of the meaning of the RFP or other pre-proposal documents will be made to any party

orally. Requests for additional information or clarifications of the RFP must be made in writing to the RFP Coordinator at the address below no later than seven (5) business days prior to the date fixed for Proposals Submittal.

ECUA, Attention: Amy Williamson, P.O. Box 15311. Pensacola, FL 32514 (e-mail: [Amy.williamson@ecua.fl.gov](mailto:Amy.williamson@ecua.fl.gov))

Other ECUA staff, elected officials and the ECUA's agents and advisors shall not be contacted. (See section 18 Instruction to Proposers)

### **1.7 Formal RFP Pre-Submittal Briefing Meeting and Site Tour**

At this time, and as indicated in Section 1.2, there will be a Mandatory site visit required by each proposer. Failure to complete the mandatory site visits will cause the proposal to not be considered. A site visit form is included in this package for use. Relevant questions regarding this RFP, and the RFP process, should be presented during the mandatory site visit. Responses to questions will be issued by addendum to the RFP.

The ECUA may require contractors to sign a waiver of liability agreement during site visits, as it will not assume any liability for personal injury during such visits. An employee or agent of the ECUA will escort each contractor during these inspections. Answers to questions during the inspections should not be relied upon. To obtain answers that can be relied upon, questions from the prospective contractors must be submitted in writing as described in Section 1.6.

If the ECUA deems it necessary to answer any questions, copies of all questions and responses will be posted to the ECUA website at [www.ecua.fl.gov](http://www.ecua.fl.gov). Only written responses provided by ECUA should be considered to be part of the RFP requirements. Contractors shall direct all questions to the RFP Coordinator identified in Section 1.6. This will assure that consistent and accurate information is disseminated.

ECUA SITE VISIT VERIFICATION FORM

ECUA SITE VISIT VERIFICATION FORM		
LOCATION:		
BID/RFP #:	2019-26	
PROJECT NAME:	RFP CNG FILLING STATIONS	
BIDDER:		
NAME/TITLE OF BIDDER'S REPRESENTATIVE:		
	TIME:	DATE:
<u>ECUA REPRESENTATIVE:</u>		
COMMENTS:		

## 1.8 RFP Submittal

The responses to this RFP are due to the ECUA on or before 2:00 PM local time on October 5, 2019, at the following address:

ECUA – Purchasing and Stores Manager  
9255 Sturdevant Street  
Pensacola, FL 32514

Proposers shall submit one (1) original that bears original signatures wherever signatures are required and that volume shall be clearly marked “Original”, plus three (3) additional hard copies of the original. An electronic copy of the response to this RFP in its entirety shall be included on a CD or USB drive.

Place each copy of the Proposal in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED PROPOSAL - IMPORTANT"  
"RFP Number 2019-26 CNG FUELING FACILITIES  
"October 8, 2019, 2:00 PM"  
**YOUR COMPANY NAME**

The delivery of the RFP response to the above address on the above date and prior to the specified time is the sole responsibility of the submitting entity. The ECUA shall not be responsible for delays caused by the Proposer’s selected delivery service. Any response to this RFP delivered after the specified time will not be accepted and will be returned unopened with a notation, “this Proposal was received after the delivery time designated for receipt in the RFP”. **NOTE: Submittals will not be accepted by fax or email.**

## 1.9 RFP Evaluation and Determination

After Proposals have been received, the ECUA Proposal Review Committee will consider the Proposals. Any Applicant that does not meet or exceed the requirements designated in the RFP may not be deemed a “Qualified Proposer” and will be eliminated from further consideration.

Amongst other criteria, the Proposers may quickly not be deemed to be Qualified Proposers if:

- 1) The Proposer fails to submit a responsive RFP submittal, including failure to provide all required documentation;
- 2) The Proposer fails to meet the Technical Experience Requirements;
- 3) The Proposer fails to meet the Corporate Experience Requirements;
- 4) The Proposer fails to provide Operational Experience Data on the technology;
- 5) Reasonable grounds exist that Proposer is involved in collusion among other applicants;
- 6) The Proposer, or any of its principals, is currently disbarred from bidding on public entity work in any state; and
- 7) The Proposer or an affiliate has been placed on the convicted vendor list following a conviction for public entity crime within the past 36 months
- 8) Although cost will not be the major consideration in evaluating proposals, it will be a consideration.

ECUA will examine Proposals to eliminate any that are clearly non-responsive to the RFP. ECUA shall accept all Proposals that are submitted properly, but reserves the right to accept or reject in whole or in

part any or all Proposals submitted. However, ECUA reserves the right to request clarifications or corrections to Proposals. The unreasonable failure of a Proposer to promptly supply information in connection with such a request may be grounds for a determination of non-responsiveness.

The selection of the Contractor will be that Proposal determined to be the most advantageous to ECUA based on the evaluation factors set forth in this RFP. Although price will be considered, it will not be the sole determining factor.

ECUA reserves the right to contact any and all references to obtain, without limitation, information regarding the Proposer's performance on previous projects. ECUA reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

ECUA reserves the right to waive minor irregularities in Proposals, provided that such action is in the best interest of ECUA. Any such waiver shall not modify any remaining RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the Service Contract.

The factors to be considered in the review of the Proposals are listed below:

1. Qualifications of the Proposal team (experience with similar projects and local agencies) individual companies, and key members of the management team.
2. Past record in similar projects with regard to meeting performance measures, environmental compliance, and history of litigation.
3. The cost for the design/build, operate & maintenance and operation of the CNG Fueling Project.
4. The service fee per gallon to be charged by the Proposer to ECUA over the ten year life of the contract based on the services proposed.
5. The number of construction and long-term operations and maintenance jobs created.
6. Financial depth and stability and guarantees (insurance, bonds, letters of credit) ensuring performance.
7. Proposed schedule to complete the work and demonstrated ability to meet proposed schedules and budgets on past projects,
8. Quality of Proposal and specific approach to this Project;
  - a. Environmental impacts of total operation
  - b. Flexibility and adaptability of Proposal, e.g. contingency plans, risk assessment; and
  - c. Means for continuous interface with ECUA management
9. Degree of cooperation and transparency during Proposal submission and review process.

Note: Any response that takes exception to any mandatory items in the Proposal process may be rejected and not considered.

Based on the Proposal, the final determination of each Proposer's submittal, rests solely with the ECUA, with all decisions being made based upon what the governing board of the ECUA believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. The ECUA does not discriminate on the basis of race, color, national origin, sex, creed/religion, age, marital status, disability/handicap status, veteran status, or any other legally protected status.

The ECUA Review Committee will submit all proposals to the ECUA Executive Director for his review.

## **2.0 Proposal Requirements**

### **2.1 Qualifications, Related Experience and References of Proposer**

This section of the Proposal shall establish the capability of the Proposer to satisfactorily perform the required work by reasons of: experience in performing similar work and services; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. The following minimum mandatory qualifications as established are subject to ECUA's right to waive minor irregularities. Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for future evaluation.

The Technical Proposal shall include the following at a minimum:

1. A brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
2. A general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Proposer's ability to complete the project.
3. A description of the Proposer's experience (Minimum of 3 years) in designing, delivering, assembling, installing/constructing, and maintaining CNG refueling stations, that are similar in type, scope and scale to that solicited in this RFP over the last five year period. Contact information shall be included for each reference. Proposals shall list key personnel assigned to each referenced project.
4. The proposer must be a certified CNG Fuel System Installer.
5. The proposer for each referenced project shall have constructed a minimum of ten (10) similar type CNG fueling system facilities in the United States; preferable with some located in the state of Florida. Provide references as follows:
  - a. Owner and project name;
  - b. Design capacity in standard cubic feet per minute (SCFM);
  - c. Reference contact information for primary procurement representative;
  - d. Reference contact information for primary capital-construction representative;
  - e. Reference contact information for primary maintenance representative or other main user group.
  - f. At least 5 of the project references should have been completed and in operation for at least a year.
6. An identification of subcontractors by company name, address, contact person, telephone number and project function. Describe Proposer's experience working with each subcontractor.
7. A minimum three (3) references for the projects cited as related experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience.

## **2.2 Proposed Staffing and Project Organization:**

This section of the Proposal should establish and accurately describe how the Proposer intends to manage the project. This section shall also be used to identify key personnel to be assigned to the Project.

The Technical Proposal shall include the following at a minimum:

1. A listing of education, experience, and applicable professional credentials of Project staff.
2. Brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel
3. An Indication of labor resources to be expended utilizing a table projecting the labor-hour allocation to the Project by individual task.
4. An identification of key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this Project, and how long each person has been with the firm.
5. A Project organization chart, which clearly delineates communication/reporting relationships among the project staff.
6. A statement that key personnel will be available to the extent proposed for the duration of the Project acknowledging that no person designated as —key personnel to the Project shall be removed or replaced without the prior written concurrence of ECUA.

## **2.3 Description of Proposed Infrastructure Design:**

This section of the Proposal should establish and accurately describe the basic design of the Infrastructure to be employed by the Proposer.

The Technical Proposal shall include the following at a minimum:

1. A cover letter with summary description of the proposed Infrastructure including performance, compressor technology, dryer technology, modularity, fuel dispensing, storage, controls, defueling capability and system redundancy information.
2. A detailed description of the proposed Infrastructure: This description shall include the functional capabilities of each Infrastructure element. Include a list of the individual components, sub components, subassemblies in functional hierarchy, their sizes, and performance ratings. Each proposer shall include preliminary drawings of the Infrastructure along with brochures or cut sheets of the equipment they intend to supply.
3. A detailed description of the gas dryer and filter technologies employed including energy and maintenance requirements.
4. A detailed description of the proposed fuel dispensing and fuel management systems with discussion of capacity. A description of Infrastructure modularity [including a description of skid arrangement and

total space/footprint to be occupied by the Infrastructure, fencing, protective bollards and all other ancillary equipment including utility provisions].

5. Description of Infrastructure capacity [including fuel dispensing rates, duty cycles, operating limits relative to environmental conditions and expected gas inlet pressures].

6. Description of Infrastructure safety provisions [descriptions of Infrastructure features designed for the purpose of human safety, Infrastructure features designed to preclude progressive equipment damage in case of operating fault/failure (e.g., automated Infrastructure de-rate and or shut down)].

7. Description of Infrastructure lifecycle activities [including detailed descriptions and intervals of all required and recommended preventive maintenance, expected compressor and prime mover (driver) life in operating hours assuming all recommended preventive maintenance, and expected overall station life assuming all recommended preventive maintenance].

8.) Description of maintenance requirements, engineering support and parts availability.

9. A comprehensive Warranty Plan with schedule of warranty terms and a list of approved warranty work providers local to the Pensacola area. The Warranty Plan shall list all Infrastructure items and maintenance activities specifically excluded from warranty coverage.

10. Description of Infrastructure energy consumption [including total rate of energy consumed by Infrastructure per unit volume of natural gas dispensed (e.g., KWh/ft<sup>3</sup>) relative to gas inlet pressure and gas dispensing pressure].

11. Description of Infrastructure operating costs [expected costs of recommended preventive maintenance, prime mover (driver) replacement, compressor replacement. Labor hours and costs of necessary parts/materials shall be included.].

12. Description of the Infrastructure redundancy including discussion of start and stop of redundancy relative to Infrastructure components and equipment.

13. Description of the Infrastructure's required backup power. Emergency power will be provided by ECUA.

14. Description of Infrastructure environmental considerations relative to ECUA's Warrington facility/ location (including detailed descriptions of Infrastructure operating noise in units of decibels (dB) relative to distance from Infrastructure).

#### **2.4 Work Plan:**

Proposer shall provide a narrative which clearly defines the Proposer's plan to complete the Project. The Technical Proposal shall include the following at a minimum:

1. A description of the approach to completing the tasks and Requirements specified in the Scope of Work.

2. A sequential outline with milestone chart of the activities that will be undertaken to complete the tasks and Requirements along with an indication of who will perform each activity.

3. Description of Infrastructure design, delivery, assembly, installation/ construction, testing and acceptance schedule relative to the Notice to Proceed. Schedule shall be provided in units of calendar days including weekends and holidays.

4. A description of the quality control activities and methods to be utilized by the Proposer to ensure the acceptable quality of:

a. Project documentation;

b. Permit acquisition as required and regulatory compliance;

c. Materials, supplies and equipment sourced by Proposer for inclusion to the Infrastructure;

d. Off-site assembly of Infrastructure equipment undertaken and or overseen by Proposer;

e. On-site assembly of Infrastructure equipment undertaken and or overseen by the Proposer;

f. Site preparation work;

5. Infrastructure installation/construction.

6. A description of the activities and methods to be used by the Proposer to ensure adherence to Project budget.

7. A description of the activities and methods to be used by the Proposer to ensure Project schedule adherence.

8. Enhancements and or innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

### **3. Scope**

This is a design/ build/ operate and maintain project. The selected proposer will design, construct and operate maintain the CNG fueling facilities, which will be owned by the ECUA at the end of the ten year operating contract. All design, construction costs will be billed to the ECUA on a per gallon basis over the ten year operating contract. This fee will be in addition to the monthly current market pipeline rate for CNG fuel and billed to ECUA by the selected proposer on a monthly basis.

The fueling compression facility shall provide a consistent fuel pressure of 3,600 PSIG. Based on the final dimensions, an asphalt driving surface of sufficient width for typical solid waste collection trucks or vacuum trucks is required to allow the trucks to maneuver in and out of the fueling bays.

#### **3.1 Central Water Reclamation Facility CNG Station**

The current site must remain operational while under construction to all ECUA operational requirements.

A. Slow Fill:

Provide 12 slow fill points/ posts with new compression and storage equipment, including all components, to assure sufficient fueling capacity for the CWRf Maintenance and Construction Divisions, Plant Operations and individual solid waste vehicles on an as needed basis.

All equipment must be new and the latest technology utilized within the industry.

B. Design and construct a two lane fast fill station capable of fueling solid waste vehicles or vacuum trucks with sufficient turning radius to allow for the efficient flow of traffic.

The fueling compression facility shall provide a consistent fuel pressure of 3,600 PSIG. Approximately, 150,000 to 200,000 DGE is expected to be distributed at this site each year. Based on the final dimensions, an asphalt driving surface of sufficient width for typical solid waste collection or vacuum trucks to maneuver in and out of the fueling bays shall surround the filling station.

All power for the filling station will be provided through the ECUA's CWRP's electrical grid, including back-up power. The proposer will provide a meter for the main electrical service. A 250 Amp 480 Volt service is currently available for use. Proposer should note in their proposal if this is not sufficient. The cost of the electric will be adjusted for or credited monthly on the cost of the CNG on a per gallon basis.

A 4" natural gas service line is currently stubbed up and available for use. The service is capable of providing 50 – 58 PSI pressure and up to 80,000SCFH.

### **3.2 Warrington Facility CNG Station**

Provide a new skid mounted single fast fill and 8 slow fill points with compression system and storage equipment, including all components, to assure sufficient fueling capacity for the southern Regional Services and Sewer Maintenance Divisions. The current site must remain operational while under construction to all ECUA operational requirements.

Compression equipment must be capable of meeting demands resulting from anticipated need of 30,000 to 50,000 DGE annually. All equipment must be new and the latest technology utilized within the industry.

For 480V three phase power to be available, the site's medium voltage transformer will need to be upgraded through Gulf Power. However, the 480V three phase distribution panel is sufficient to support the additional loads, however, new breakers would need to be sized and installed in the existing power distribution equipment. The 480Volt distribution panel is backed up by the site's emergency stand-by power generator which is 500KW.

### **4. Operations & Maintenance**

1. Two complete sets of Operations and Maintenance Manuals (Hard copy and an electronic copy) are to be provided for each location to ECUA.
2. The contractor shall submit copies of all maintenance record each month with each billing.
3. Contractor shall maintain a logbook of all routine, preventative, and unscheduled maintenance and repairs performed on the station, including pertinent measurements, reading and observations in a binder at the CNG station.
4. Unscheduled Maintenance Services not included in the base contract will not be performed without prior approval from the appropriate ECUA division.
5. Repairs and Emergency Call Outs:

a. Maintenance crews will be able to respond to all service calls on a 24-hours 7-day a week basis. Provide contact names/numbers.

b. On site response time will be within 2 hours of the request in emergency situations.

c. Contractor will defer all non-emergency services calls to normal business hours, provided such delays would not result in an unsafe condition. Contractor will then provide service at the beginning of the next business day.

## **5. Existing Pine Forest and Ellyson CNG Facilities**

The selected contractor will also be required to assume maintenance services for the existing Pine Forest site beginning in September 2022 and the Ellyson site in January 2024, when the current maintenance contracts for those respective sites expire. The ECUA will be responsible for the cost of any existing equipment which is in need of replacement, upgrade or repair at these locations after the respective start dates.

Pine Forest Site (Godwin Lane) Fast Fill and Time Fill Setup:

1) One ANGI compressor at 311 scfm= 2.49 GGE/min or 2.31 DGE/min

a) ANGI NG300E

b) 311 scfm Flow Capacity@40 psig inlet pressure (with 5 psig pressure drop over U10 dryer)

c) 4,500 psig discharge

d) 150 HP, 480 V AC, 1,800 rpm electrical motor

e) ANGI Control System

f) Includes weather proof enclosure

2) Electronic Priority and Time Fill Panel

3) One ANGI Fast Fill Dispenser with Two hoses

a) Dual Hose Twin Synflex

b) NGV I Type II Nozzles, 3600

c) (1) LCD Display with Backlight per Hose

4) One Card Reader Management System

5) One Canopy over Fast Fill Dispenser Island and Card Reader Management System

6) One Dryer able to service one compressor flow rate @ 311 scfm

a) XEBEC CNG Dryer STR -Type - NGX - 3 -Auto

b) Single Tower Manual Regen

7) One 30,000 scf 3-Pack Storage with Racks and Valves

8) 45 Dual Time Fill Posts with 12' hoses for a total of 90 vehicles. Posts K-Rail mounted.

a) Dual hose time fill post with k-rail mount.

Ellyson Site (3320 Copter Road): (Fast Fill and Time Fill Setup)

1. Three (3) ANGI compressor at 75 scfm= .6 GGE/min

a. 75 scfm Flow Capacity @ 15 psig Inlet Pressure at the Skid (regulated)

b. 4500 psig Discharge

c. 50 Bhp, 480VAC Motor

d. ANGI Control System

e. Starter Panel and Control Transformer

2. Electronic Priority/Time Fill Panel

a. Temperature Compensated Fills/ PLC Controller Assembly

3. One Dryer able to service three compressors flow rate @ 225 scfm

a. CNG Dryer STR - Type - NGX

b. Manual Regen Single Tower

4. Storage:

a. 3-Pack ASME Storage. Each bank capacity of 12,000 scf at 5,000 psig.

5. One Fast Fill Hose Post

a. Temperature Compensated Fills

b. Single hose time fill post with K-rail mounting base.

c. NGV2 CT5000 Nozzle, 3,600 psig

6. 10 Single Time Fill Posts with 25' hoses, K-Rail mounted.

7. Fast Fill Dispenser w/ External Card Reader ANGI Series II Dispenser

**6. Proposal Response Format**

The purpose of the Proposal is to demonstrate the qualifications, competence, and capacity of the Proposers seeking to undertake the CNG Fueling Project. In order to enhance this process and provide

each Contractor an equal opportunity for consideration, adherence to the following format is required. The items listed below, and the designated locations thereof, shall be submitted with each Proposal in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items may result in the rejection of its Proposal.

The Proposal may be downgraded if it includes more than one entity and/or lacks a clear and accountable structure.

#### **Tab I - Management Summary & General Forms**

1. Include a one page cover sheet that identifies the title, organization(s), Proposer's technical and administrative point of contact, including names, addresses, phone and fax numbers, and e-mail addresses of all proposing entities.
2. Provide a cover letter indicating the underlying philosophy of the Proposer in providing the service and Executive Summary of Proposal. Do not include cost information.
3. Forms GF-1 through GF-7 in Section 9, should be included in this Tab I, along with any addendum forms that may be issued.

#### **Tab II - Business Plan**

Each Proposer should include a concise description of the following as part of this Tab II:

1. **Organization** - Include a description of the Proposer including information regarding its primary business, its background and history, its organizational structure, and the number of employees. This section should contain any additional information about the company that may assist ECUA in better understanding its current qualifications.
2. **Licensures and Other Documentation** - Proposer shall provide professional licenses held by any and all members of the Project Team including design/engineering firms, certificates of current professional liability insurance and any associations of which they hold membership and are applicable to this Proposal content.
3. **Qualification** - Statements should provide the following information:
  - a. Briefly state the Proposer's understanding of the services being sought by ECUA.
  - b. Identify by name and title the individuals, including Subcontractors (if applicable) who would be in charge of providing these services. Because of the scope and complexity of the Project, ECUA expects that the Project Manager will be a principal experienced in these types of services. The résumé of each such person shall be attached to the proposal (limit of 2 pages each). The Proposer shall also identify the person who will be the primary day-to-day contact with ECUA and any alternate personnel to be assigned to the engagement.
  - c. Identify specifically other contracts on which the Project Manager identified above is currently working, or has worked, and give assurances that he/she will be able to provide the necessary oversight and attention to this Project. Client references shall be included.

- d. Describe the Proposer's general experience in providing services of the nature being proposed to ECUA and provide a list of clients to whom similar services have been provided.
- e. Evidence of technical expertise in analysis, evaluation and successful implementation of the process being proposed.
- f. Discuss the Proposer's familiarity with the institutional and financial issues involved in establishment of CNG Fueling Facilities.
- g. Discuss the Proposer's ability to assess the risks, costs, and social and environmental impacts associated with the proposed facility.
- h. Explain the Proposer's knowledge and understanding of applicable federal, State and local or other laws; discuss experience working with the relevant regulatory agencies.
- i. Provide resumes for any Subcontractors proposed to do any work planned on each facility expected to be part of this Project.
- j. Provide any other pertinent data, information and other extraordinary circumstances, which will clearly demonstrate their unique ability to provide the required design and/or construction services in a manner not detailed previously within this RFP.
- k. Include specific detail of every compliance or regulatory allegation, investigation, citation, or order of any nature from any Governmental or regulatory agency, including any litigation, in the past five years, incurred by the Proposer, any proposed Subcontractor, or Parent Company and provide what measure the entity took to abate the infraction, allegation, order, or litigation.

4. **Contingency Plan** which includes services during a Force majeure event.

**Tab III - Technical Proposal**

1. Performance Information

- a. Indicate how employees and relevant personnel will be trained in, and equipped with, personal protective equipment to ensure their health and safety and the health and safety of the public and how that training, equipment and use of the equipment will be maintained.
- b. Indicate how employees will be properly trained in the application of applicable environmental laws to ensure their compliance and how compliance will be maintained.

2. System and Equipment Layout and use of the ECUA-provided project site.

## Tab IV- Financial Proposal

**Proposed pricing** should include the following:

1. **Capital, Operation and Maintenance Costs.**
  - a. Breakdown of the capital costs including the proposed equipment and the construction costs and shall detail the expenses by phase for the design, construction, start-up and acceptance testing, as applicable. The cost of operating and maintaining the facility(ies) for the Project.
  - b. Permitting costs.
  - c. Costs of hiring any experts, agents, consultants or subcontractors for any of the services.
  - d. Costs of the management, treatment, storage and disposal of any material, residuals or byproducts.
2. **Financial Analysis.**
3. **Financial Capability.**

Proposer must specifically address how it meets the Minimum Financial Requirements of this RFP.

## Tab V – Exceptions to Potential Contract Related Conditions, Including Insurance and Bonding Requirements

While acknowledged that a draft Service Contract is not part of this RFP, if the Proposer takes an exception to any provision or requirement of this RFP, the exception must be clearly indicated in the response to this RFP.

In Tab V, also indicate to ECUA any exceptions to the business provisions generally described in the terms and conditions of the RFP, which are intended to become a basis for the drafting of the Service Contract. This should include any comments on the insurance requirements, or any other requirements listed in this RFP; provided, however, that as noted above, excessive (as measured by either number or magnitude in ECUA's sole determination) exceptions listed by a Proposer may result in disqualification.

## Tab VI - Environmental Requirements

In order to meet the environmental requirements of this RFP, the Proposer must provide a plan for meeting the following potential environmental compliance requirements during facility construction and operations:

- Local building permits and environmental review process
- National Pollutant Discharge Elimination System requirements;
- Occupational Safety and Health Administration requirements;
- State of Florida storm water pollution prevention requirements; and,
- State of Florida spill prevention, control, and countermeasure requirements.
-

The environmental plan should identify in detail the types of permits for air emissions, water discharges, pollution prevention requirements and health and safety programs that will be necessary prior to facility start-up, during construction, and during facility operation. The environmental plan should also identify the estimated amounts and how any residual wastes will be managed.

The environmental plan must include the types of reporting that will be anticipated to be required by any of the environmental or safety programs or agencies. If the Proposer's process will not require permits and reporting for a specific requirement or program listed above, specifically state so in the Proposal. The Proposer must provide a time table on applying for and obtaining the permits, registrations, licenses and/or approvals.

#### **Tab VII - Other Supporting Material**

Additionally, Proposers may include material that details or amplifies the description of its technology, project and experience. Proposers can subdivide this section in any way that conveniently organizes its supporting material. ECUA cannot guarantee that any material included in this section will be used in the evaluation of the proposal.

The Proposer must submit the items in the order shown. Each Tab sectional contents should be labeled, with page numbers. Failure to include all listed items may result in the rejection of the Proposal.

#### **7. Performance Bond and Guarantees**

##### **Construction Phase**

The Contractor must provide a Labor and Material Payment, as well as a Performance Bond in the amount of the Capital Cost under the Service Contract.

##### **Operating Phase**

Assuming the Proposer will operate the new CNG Fueling Facilities, the Contractor must provide an annually renewable Letter of Credit (LOC) in the amount of approximately 25% of the projected annual service fees ECUA would pay. The LOC shall be solely for the protection of ECUA. Any attorney-in-fact who signs a LOC must file a certified copy of his power of attorney to include effective date.

The LOC shall be an irrevocable direct pay letter of credit issued by a U.S. bank whose long-term debt is rated "A" or better by a Rating Service and which maintains a banking office in the State. The LOC shall be continuously renewed, extended or replaced so that it remains in effect over the life of the Service Contract and until 180 days after the termination of the Service Contract and shall be issued in a form acceptable to ECUA.

As part of the Service Contract, it will be required that all work and Project performance shall be fully guaranteed by the Contractor unless otherwise stipulated in writing by ECUA in the Service Contract or prior to the date of conditional acceptance. During this period, which will be part of the Service Contract, all technical errors discovered by ECUA shall be addressed by the Contractor in a satisfactory manner at no cost to ECUA. In addition to a warranty inspection, ECUA may conduct independent inspections, at its own expense, of the work at any time prior to the completion of the construction/testing phase of the Project.

## **8. Insurance and Indemnity Requirements**

The selected Proposer shall have, and maintain if selected as Contractor, the Required Insurance (as defined below), which shall be on an "occurrence" basis, from companies licensed to write policies in Florida, with an A.M. Best rating of "A" or higher, and acceptable to ECUA. The Proposer shall submit Certificates of Insurance with the Proposal to demonstrate and identify the policies providing currently effective Required Insurance coverage. The Certificates of Insurance shall indicate the type and amount of coverage, any applicable deductibles and/or self-insured retentions, the effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after 30 days' prior written notice has been received by ECUA."

Each Certificate of Insurance shall verify that ECUA is included as an additional insured and the Contractor shall provide an original additional insured endorsement to ECUA from the insurer within 30 days after the signing of the Service Contract.

The Contractor shall require its Subcontractors to obtain insurance and shall be responsible for enforcement of its Subcontractors' obligations to obtain insurance, at limits appropriate to the exposures of the Subcontractors' work.

The Contractor shall be solely responsible for any and all claims arising out of the operations of the Contractor, its Subcontractor, or any agent, servant or employee of either, and the Contractor shall indemnify and hold harmless ECUA, its officers, agents, and employees. The Contractor's provisions of insurance shall not diminish its obligation to indemnify ECUA, which obligation shall not be limited to the limits of insurance provided and shall survive the expiration or other termination of the Service Contract.

RISK MANAGEMENT POLICY AND STANDARDS  
FOR  
AGREEMENTS, CONTRACTS AND LEASES

DEFINITIONS

The following definitions apply to these Risk Management Provisions:

Contract - The contract or agreement of which these Risk Management Provisions are a part for the construction, alteration, repair, or demolition of a structure or facility.

Organization - The Emerald Coast Utilities Authority, a local governmental body of the State of Florida, its Board, officers, employees, volunteers, representatives, and agents.

Other Party - The other party to the Contract of which these Risk Management Provisions are a part, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

HOLD HARMLESS

The Organization shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

The Organization shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

PAYMENT ON BEHALF OF ORGANIZATION

The Organization shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

The Organization shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

LOSS CONTROLS/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The Organization may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other party acknowledges that such stoppage will not shift responsibility for any loss or damages from the Other Party to the Organization.

#### SEVERABILITY

The provisions of these Risk Management Provisions are severable. In the event a court of competent jurisdiction should declare any provision of these Risk Management Provisions to be void or contrary to public policy such provision shall be stricken from these Risk Management Provisions, and the remaining provisions shall be enforced as though the provision determined to be void or contrary to public policy had not been included herein.

#### INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization. These insurers shall have A.M. Best (or equivalent) rating of no less than A:VII unless otherwise agreed to by the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the Organization and may be disapproved by the Organization. They shall be reduced or eliminated at the option of the Organization. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization, if any, shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

#### Additional Insured

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the Organization as an additional insured for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Other Party's acts or omissions; or the acts or omissions of those acting on the Other Party's behalf; in the performance of the Other Party's ongoing operations for the Organization. The preferred Commercial General Liability coverage endorsement is ISO Form CG 20 10.

### Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

### General, Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$2,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

### Commercial General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Other Party is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the Organization's acceptance of renovation or construction projects.

### Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

### Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.

## EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance, including indication that the policy(s) is endorsed to provide the Organization at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Organization at least 15 days prior to coverage renewals.

If requested by the Organization, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the Organization, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Organization, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

## ADDITIONAL INSURANCE

If checked below, the Organization requires the following additional types of insurance.

Commercial General Liability Coverage Project Aggregate

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$1,000,000 is required by the Organization for this agreement or contract.

Owners Protective Liability Coverage

For renovation or construction contracts the Other Party shall provide for the Organization an owners protective liability insurance policy (preferably through the Other Party's insurer) in the name of the Organization.

This is redundant coverage if the Organization is named as an additional insured in the Other Party's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Other Party's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for special perils (all risks or equivalent) of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering on-site and off-site storage, transit and installation risks as indicated in the Installation

Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

If flood and/or earthquake risks exist, flood and/or earthquake insurance are to be purchased.

If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased.

If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the Organization and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Other Party. All risks coverage is preferred.

Limited Pollution Liability – Commercial General Liability (CGL) with Endorsement

Covers third-party damages caused by the accidental release of pollutants at a work site. Covers pollution incidents that commence during the policy period. The minimum limits of coverage shall be \$1,000,000. Defense costs outside the limit of liability. Coverage is provided for gradual releases. Includes clean-up costs if part of otherwise covered property damage.

## **9. Qualifications for Employment**

The Contractor shall properly and legally train, equip and employ competent employees for the work to be performed under this RFP. Depending upon their job responsibilities, they must be qualified for that job and must hold the proper licenses, registrations, and certifications.

## **10. Payment of Employees**

It shall be the responsibility of any Contractor or Sub-contractor to pay its employees in accordance with all local, State and Federal requirements, and ECUA will be held harmless and indemnified from any claims whatsoever arising out of any non-payment dispute or issue.

## **11. Accident Prevention**

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous condition shall be guarded against or eliminated. Contractor shall ensure that all relevant employees and personnel on the Project site and operations site are properly trained and equipped with adequate personal protective gear and that the training, equipment and use of the gear are maintained.

## **12. Subcontracting Services and Use of Subcontractors**

If subcontracts are to be let, Contractor is required to take the following affirmative steps in contracting with small and minority firms, women's business enterprise and labor surplus area firms: (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and (5) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce. Contractor shall also memorialize its solicitation efforts on the form appearing at the end of the RFP.

The Contractor shall not alter its proposed management of material, or the use of Subcontractors specified in the accepted proposal, and delineated within the Service Agreement, without the prior written approval of ECUA.

The Contractor shall be as fully responsible to ECUA for the acts and omissions of any Subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor, including all wages, etc.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the general conditions and other Contract documents in-so-far as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that ECUA may exercise over the Contractor under any provision of the Service Contract. Nothing contained in the Service Contract shall create any contractual relation between any Sub-contractor and ECUA.

### **13. Final Completion**

Upon Final Completion of the Work, the Contractor shall provide "As Built" drawings, Contractor's Final Affidavit, Warranty and proof of settlement of all claims.

### **14. Assignment of Services**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, firm or corporation without the prior written consent of ECUA, but in no case shall such consent relieve the Contractor from its obligations, or change the terms of the contract.

### **15. Non-Performance and ECUA's Remedy**

To the extent Contractor's performance is interrupted by a Force Majeure event, ECUA may utilize another contractor to perform the services set forth in the Service Contract and pay for those services accordingly.

### **16. Notice of Termination for Breach of Contract**

If the Contractor violates any of its obligations under the Service Contract, ECUA shall give the Contractor written notice, specifying particulars wherein it is claimed there has been a violation of the Service Contract. If, after thirty (30) days of such written notice, the Contractor has not removed the cause of complaint, remedied the purported violation or satisfied ECUA that it is making diligent and substantial efforts to do so, the Service Contract shall be deemed terminated. ECUA may require the Contractor to remedy the violation immediately or in less than 30 days if the violation is likely to result in an imminent health or safety hazard to any an employee, person or the public or a violation of any applicable law. Any such written notice shall be mailed to the Contractor at the last known address by registered or certified mail or served personally upon the Contractor.

### **17. Superintendence and Management (For Contractor's Services)**

The Contractor shall give personal superintendence to the work or have a competent foreman or superintendent available at all times with authority to act for the Contractor. The Contractor shall maintain a local office within the bounds of Escambia County or in close proximity, with local telephone calling provisions. The Contractor's telephone number(s) for complaints shall be publicized and the Contractor's supervisory personnel shall be available via mobile or cellular telephones. The office telephone shall be well-attended for at least the hours of 7:00 a.m. to 5:00 p.m. on all days when service is provided by the Contractor. An automated phone system is required after hours.

ECUA will receive any and all complaints regarding Contractor's performance under the Service Contract on a daily basis. The Contractor shall be responsible to pick up such complaints from ECUA daily, as/if applicable.

Complaints shall be resolved within 24 hours, or the first working day after the complaint, with notice of such to ECUA, detailing: 1) date and time the complaint was received, 2) name and address of the complainant, 3) nature of the complaint, 4) date and time the complaint was resolved, and 5) description of how the complaint was resolved.

As noted in Section 0, the Contractor shall employ only competent and trustworthy workers and ensure that the workers receive proper training in the use of personal protective equipment and use personal protective equipment to prevent a health or safety hazard to themselves or others. Should ECUA at any time give notice to the Contractor that the work or behavior on the job of an employee is insolent, disorderly, careless, unobservant, dishonest, and not in compliance with proper orders, or in any way a detriment to the satisfactory progress of the work, such employee shall forth-with be removed from any and all work associated with the Service Contract.

#### **18. Notices and Service under the Service Contract**

Where notice is required pursuant to any provisions of the Service Contract, such notice shall be deemed to have been given, as to ECUA, when written notice shall be delivered to ECUA or shall have been placed in the U.S. mail addressed to Mr. Stephen Sorrell, ECUA Executive Director, 9255 Sturdevant St., Pensacola, FL 32514, with a copy to Mr. Randy Rudd, ECUA Deputy Executive Director of Shared Services, 9255 Sturdevant St., Pensacola, FL 32514; and when a written notice shall be delivered to the chief representative of the Contractor at the site of the work or by mailing such written notice in the U.S. mail addressed to the Contractor at the permanent place of business stated in the Service Contract; as to the Surety, when a written notice is placed in the U.S. mail addressed to the Surety at the home office of such Surety or to its agent or agents who executed the bond on behalf of such Surety, or to all other parties as otherwise provided in accordance with the terms of the Service Contract.

#### **19. Compliance with Law**

The Proposer shall provide an offering that is compliant with all applicable Federal, State, City, and municipal laws, regulations, rules and ordinances, as well as all rules and regulations specifically established in the Service Contract.

#### **20. Permits**

The Contractor shall apply for, obtain, and be responsible for any and all federal, State, and local permits as are required to satisfy building, fire, health, safety and environmental statutes and rules and ordinances as may pertain to the selection, installation and/or operation of mobile or fixed equipment, controls, or proper disposal of wastes.

The Contractor shall maintain permits required for the development and operations at the Site as applicable, as required under Federal or Florida law, and to the satisfaction of ECUA. However, any Notice of Violation (NOV) received by the Contractor and caused by the action or inaction of the Contractor will be the responsibility of the Contractor, including any fine imposed with the NOV or without an NOV.

#### **21. Indemnification and Hold Harmless Provision**

The Proposer, and ensuing Contractor, shall indemnify, defend and hold harmless ECUA and its officers, officials, employees, agents, and their successors, from any and all claims, actions, liability, loss, cost, damage, fees, fines, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits. Such duty is imposed whether or not the claim, action, or suit is based upon, or alleges bodily or personal injury including death, license, patent, copyright infringement, or any other loss or damage to tangible or intangible property arises out of or

results from or caused by or alleged to be caused by the negligent or willful acts or omissions or operations in whole or in part of the Contractor or any of its owners, officers, directors, agent, employees or any subcontractors. This indemnity includes any claim or amount arising out of or recovered under Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, State or local law, statute, ordinance, rule, regulation court decree or permit. Contractor (as Indemnitor) shall indemnify, hold harmless and, not excluding ECUA's right to participate, defend ECUA and its officers, officials, agents and employees (as Indemnitee) from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and attorney's fees and expenses of investigation and remedial work (including investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any Environmental Law or OSHA Law, including but not limited to, any use, generation, storage, spill, release, emission, discharge or disposal of any hazardous or toxic substance or material that is now or comes to be located on, at, about, from or under the property or because of, or in connection with, the violation of any Environmental Law or OSHA Law (hereinafter collectively referred to as "claims") to the extent that such claims are caused by the fault of the Indemnitor, its officers, officials, agents, employees, contractors, subcontractors, volunteers, tenants, subtenants, invitees or licensees.

As used in this section: (a) "hazardous substances" are those substances defined as hazardous substances, pollutants, or waste by Environmental Law, the Florida Fire Code, or the Toxic Substances Control Act, and also includes the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, State, or local laws and means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law or OSHA Law pertaining to hazardous substances or materials, as well as culpable conduct (negligence or willful misconduct).

Contractor is not, and shall not be deemed to be, an agent or employee of ECUA during the course of performance on any contract entered into with ECUA arising from this RFP.

Nothing in this RFP or the Service Contract is intended to create a third party beneficiary hereunder, or authorizes anyone not a party to the Service Contract to maintain a suit for personal injuries or property damage pursuant to the Contract. Subcontractors shall not be a third party beneficiary to any contract between ECUA and the Contractor.

Proposer, and ensuing Contractor, further agree to:

- a. Save ECUA, its agents and employees harmless from liability of any nature or kind for the use of any copyright or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
- b. Obtain all permits and licenses required by City, State or federal governments and pay all related fees. The Proposer, and ensuing Contractor, shall also comply with all laws, ordinances, rules and regulations of ECUA, State and the Federal Government.

- c. The indemnification obligations are also conditioned upon: (1) no settlement of an indemnified claim shall be made without the consent of the Indemnitee; and (2) The Indemnitee shall have the right to participate in the defense against the indemnified claims.

## **22. Availability of Funds**

The issuance of a Service Contract pursuant to this RFP shall not be or constitute a general indebtedness, liability, general or moral obligation, or a pledge of the faith, credit, or taxing power of ECUA, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation. Neither the State of Florida nor any political subdivision thereof, nor ECUA shall be obligated (1) to levy ad valorem taxes on any property, (2) to levy or assess any other assessments or taxes, or (3) to take any actions other than as provided in the Service Contract. ECUA has no taxing power. It is further agreed between ECUA and Contractor that any indebtedness under the Service Contract shall not constitute a lien upon any properties or assets of ECUA.

## **23. CONTRACTOR'S PERFORMANCE STANDARDS FOR ALL CONTRACTS**

### **23.1 Service Standards**

**Care of Public and Private Property:** It is expected that ECUA will refer complaints about damage to private or public property to the Contractor. The Contractor shall pay for or repair all damage to public and private property caused by its employees or its operations as described in this RFP and the Contract.

**Litter Abatement:** The Contractor shall use due care to prevent materials from being spilled or scattered during the loading and transportation process and must manage all materials in compliance with all applicable local, State and federal laws applicable to the materials. If materials of any kind are spilled during transportation, the Contractor shall promptly clean all spilled materials. Each vehicle shall carry all necessary equipment at all times for this purpose.

**Hours of Service:** The loading and unloading times and transport of materials to the Contractor are to be described in Tab III of the Proposal. Exceptions may be requested for variances to these normal hours of operations by ECUA, when special or unforeseen incidents occur. Additionally, ECUA may request services from the Contractor, from time to time, at other hours.

**Holidays:** As applicable for due consideration by the Proposer in the development of their Proposal, in 2019, ECUA will observe eight legal holidays (i.e., New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. These holidays should be assumed going forward for the purpose of Proposal development.

**Noise:** All collection and transport equipment operations associated with the Service Contract negotiated as a result of any part of this RFP shall be conducted as quietly as practical and shall conform to applicable Federal, State, and local ordinances or noise level regulations.

### **23.2 Vehicle Standards**

**General:** On the site, the Contractor shall provide a fleet of on-site and over-the-road vehicles sufficient in number and capacity to efficiently perform the work required under the Service Contract in strict accordance with its terms. The Contractor shall have available, on primary operations days, sufficient

back-up vehicles and equipment for each type of vehicle used to respond to emergencies. ECUA reserves the right to inspect the Contractor's mobile equipment and will put the Contractor on notice if any vehicle is deemed of a quality not appropriate for the intended use. ECUA representative(s) shall have the option to inspect all vehicles to be used in each year of the Contract. ECUA shall notify Contractor about the failure of any vehicle to meet this requirement within 10 days of inspection. Where applicable, vehicles shall be maintained to the state of Florida Department of Transportation (DOT) standards.

**Specifications:** All vehicles used by the Contractor in providing collection of materials, or movement from one place to another, under the Service Contract shall be designed and maintained throughout the Contract term to prevent leakage, spillage or overflow. All such vehicles shall comply with USEPA noise emission regulations and other applicable noise and fuel emission control regulations. The Contractor shall also ensure that gross vehicle weight of all over-the-road vehicles, even when loaded, does not exceed vehicle license limitations to protect the highways, roads, and pavement utilized by the Contractor.

**Vehicle Identification:** The Contractor's name, local telephone number and a unique vehicle identification number designated by the Contractor for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than 2½ inches high.

**Equipment Inventory:** In addition to the above requested information, 60 days prior to the commencement of services, the Contractor shall furnish ECUA a written inventory of all vehicles used in providing service, and shall update the inventory when changes are made or annually, whichever is more frequent. The inventory shall list all vehicles by manufacturer, identification number, date of acquisition, type, and capacity.

**Cleaning and Maintenance:** The Contractor shall maintain all of its properties, facilities and equipment used in providing service under the Contract in a safe, neat, clean and operable condition at all times.

The Contractor shall repair or replace all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. The Contractor shall arrange to store all vehicles and other equipment in a safe and secure location(s), where applicable, in accordance with all applicable zoning regulations.

The Proposal shall include, and the Contractor shall ensure, that the CNG Fueling Facilities are in compliance with good housekeeping regulations and standards under all applicable environmental laws including, but not limited to, laws pertaining to the management of risk, spills, and stormwater.

### **23.3 Personnel Standards**

The Contractor shall furnish qualified drivers, operators, mechanical, supervisory, clerical and other personnel necessary to provide the services in a safe and efficient manner.

All drivers shall be trained and qualified in the operation of their vehicles, as applicable, and must have in effect a valid Commercial Driver's License, of the appropriate class, which allows that driver to perform the services undertaken.

The Contractor shall provide and maintain proper operation and health and safety training and equipment and protective gear for all of its employees who utilize or operate vehicles or equipment under the Contract.

The Contractor shall not, nor shall it permit its employees to, demand, solicit or accept, directly or indirectly, any additional compensation or gratuity from any person whatsoever for services provided under the Contract.

The Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner and have consistent looking uniforms identifying the company name. The Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct all employees to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by the Contract, the Contractor shall take all appropriate corrective measures. If ECUA has notified the Contractor of a complaint related to discourteous or improper behavior, the Contractor shall consider reassigning the employee to duties not entailing contact with the public or ECUA personnel while the Contractor is pursuing its investigation and corrective action process.

If requested by ECUA, the Contractor shall designate qualified employees as supervisors of field operations. The supervisors will be in the field inspecting the Contractor's work and will be available by radio or phone during the Contractor's hours of operation to handle calls and complaints from ECUA or to follow-up on problems and inspect the Contractor's operations.

All employees of the Contractor performing work under the Contract shall be uniformed showing their association with the Contractor while operating in the field. Shirts shall be worn completely buttoned and tucked in at all times. Employees shall wear protective equipment at all times. The Contractor shall provide a list of current employees, Contractors and Subcontractors to ECUA upon request.

#### **24. Contingency Plan**

The Proposer shall submit to ECUA, as part of its proposal in Tab II (Business Plan), a written Contingency Plan demonstrating the Contractor's arrangements to provide facilities, equipment, and personnel and to maintain uninterrupted service, created by a Force Majeure event.

#### **25. Reporting Requirements**

The Contractor shall maintain and submit to ECUA accurate reports, which detail certain activity related to services pursuant to this RFP in a format negotiated with, and approved by, ECUA. These reports shall include data for all materials handled from its services under the Service Contract. Monthly reports shall include the current data. Records shall be kept on a daily, weekly, monthly, cumulative monthly and cumulative annual basis, and shall be available to ECUA upon request.

The Contractor shall file reports with ECUA in a timely manner, but no less than on a monthly basis, specifying all complaints, accidents or incidents while performing any duties pursuant to the Terms of the Service Contract, including outages or downtime, and inspections by any regulatory agencies during the month of the report.

Reports shall detail the nature and reasons for these occurrences as well as all results, findings and actions taken to resolve such incidents. The Contractor shall also notify ECUA immediately of any fines or penalties levied and any actions that could have an adverse impact on the Contractor or the service to ECUA, or both.

The Contractor is responsible for all actions, including the timely submittal of reports to the permitting agencies needed for the maintenance of all existing permits and regulatory compliance during the term of the Contract.

## PROPOSAL FOR PERFORMING RELATED WORK

To: ECUA, Purchasing and Stores Division  
9255 Sturdevant Street  
Pensacola, FL 32514  
Attn: PURCHASING AND STORES MANAGER

The undersigned, as Proposer, hereby declares that this Proposal is made in good faith without fraud or collusion with any person or persons proposing on the same contract; that the Proposer has carefully read and examined the contract documents including Advertisement Notice to Proposers, Instructions to Proposers, Proposal, General Conditions, Form of Bond and Specifications and understands all the same and that the Proposer or representative has made such personal investigation at sites as is necessary to determine the character and operational concerns attending the timely and proper execution of the proposed work.

The Proposer acknowledges that the Proposer has not received or relied upon any representations or warranties of any nature whatsoever from ECUA, its agents or employees, as to any conditions to be encountered in accomplishing the proposed work and that this Proposal is based solely upon the Proposer's own independent business judgment.

The Proposer recognizes that the Proposer will not be entitled to any additional compensation by reason of conditions being different from those anticipated, or by reason of failing to be fully acquainted with the sites, the conditions and the work now in place or on account of interference by ECUA's or by any other Contractor's activities which affect the work of this Contract.

The undersigned hereby proposes and agrees that if this Proposal be accepted, the Proposer will contract with ECUA to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and other means for refuse hauling, disposal and/or performing related work for the specific option(s) proposed, and do all the work required to perform the work herein specified in complete conformity with the Advertisement Notice to Proposers, General Conditions and Contract, and other portions of the contract documents for the Unit Prices and for the calendar periods listed in this Proposal.

The undersigned also agrees that if the foregoing Proposal shall be accepted by ECUA, the Proposer will, within one-hundred and eighty (180) days (Sundays and legal holidays included) after receiving notice of such acceptance, enter into the attached form of Contract, for the management of MATERIAL and/or performing the related work proposed herein, at the prices and for the time stated in this Proposal and that the Proposer will within 10 days of contract signing furnish to ECUA a satisfactory contract Performance Bond as well as a Labor and Material Payment Bond and certificates of insurance coverage.

The undersigned agrees, and attaches hereto, a Proposal Bond for five percent (5%) of the annual cost of services for the first year of commercial operations, payable to the order of ECUA, to be forfeited to ECUA in case of failure on the part of the successful Proposer to enter into the attached form of Contract to do the work covered by such Proposal at the price and within the time as stated.

The undersigned agrees that in case of failure to fulfill the obligations under the foregoing Proposal and/or failure to furnish a labor and material payment bond and/or performance bond as specified, ECUA may, at ECUA's option, determine that the undersigned has abandoned the rights and interests in such Contract and that the Proposal Bond has been forfeited to ECUA, but otherwise, the Proposal Bond shall be

returned to the undersigned upon the execution of the Contract and the acceptance of the performance bond and labor and material payment bond.

The undersigned agrees that if selected as the Preferred Contractor and awarded the Contract in accordance with the RFP schedule, the Proposer has the ability to start work as the Contractor under the terms of the Proposal and schedule noted therein,

In submitting this Proposal, it is understood that the right is reserved by ECUA to reject any or all Proposals, to award the Contract to other than the low Proposer, to waive irregularities and/or formalities, and in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of ECUA.

Dated and signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

Proposer's Name: \_\_\_\_\_

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

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

#### LEGAL STATUS OF PROPOSER

(The Proposer shall fill out the appropriate form and strike out the other.)

1.A corporation duly organized and doing business under the laws of the state of \_\_\_\_\_

\_\_\_\_\_ for whom \_\_\_\_\_

whose signature is affixed to this Proposal, is duly authorized to execute contracts.

2.A partnership, all members of which, with addresses are:

\_\_\_\_\_

\_\_\_\_\_

Addendum Acknowledgement (as applicable):

No. 1 Date Received \_\_\_\_\_

No. 2 Date Received \_\_\_\_\_

No. 3 Date Received \_\_\_\_\_

No. 4 Date Received \_\_\_\_\_

**PROPOSER INFORMATION**

**A. General Information**

Firm: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Type of organization (corporation, joint venture, partnership, individual):

\_\_\_\_\_

**B. Business Information**

Reference contracts and services (provide type of facility, location, capacity [TPD, TPY], ownership and contract structure, materials accepted, operational status, start-up date):

Similar contracts and services (List):

a.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. Business Information**

Have you ever failed to complete any contract awarded to you?

\_\_\_\_\_

If so, you have ever failed to complete any contract awarded to you where and why?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract?

\_\_\_\_\_

If so, state name of individual, other organization, reason therefore, and bonding company:

\_\_\_\_\_

\_\_\_\_\_

Has any officer or partner of your organization ever failed to complete a contract managed in his or her own name?

\_\_\_\_\_

\_\_\_\_\_

If so, state name of individual, name of owner, reason therefore, and bonding company:

\_\_\_\_\_

\_\_\_\_\_

With what other types of business are you directly or indirectly affiliated?

\_\_\_\_\_  
With what individuals or entities have you been associated as partner or otherwise during the past five years?

\_\_\_\_\_  
\_\_\_\_\_

Describe the nature of your current business:

\_\_\_\_\_  
\_\_\_\_\_

State the length of time you have been in that business under your present name:

\_\_\_\_\_  
\_\_\_\_\_

Has any service that you have provided or facility that you operated been the subject of administrative or judicial action for alleged violation of environmental or public health or occupational safety and health laws or regulations? If so, state the details and disposition. Attach additional sheets as necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you, your partners, members, joint ventures, Parent Corporation, or subsidiaries been a party to any lawsuits, or administrative actions brought by the Florida DEP or the USEPA, or OSHA, within the last five years? If so, list these lawsuits or administrative actions. Attach additional sheets as necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Place of performance and main office

Following is the name and location of the main office and of the plant or place of business where the item(s) will be produced or supplied from stock or where the services will be performed.

\_\_\_\_\_  
Name of Company/Place of Performance (Address, City, State)

\_\_\_\_\_  
Main Office (Address, City, State)



D. Ambiguity

In case of ambiguity or lack of clarity in stating prices in the Proposal, ECUA shall have the right to construe such prices in a manner most advantageous to ECUA or to reject the Proposal.

Signature of person duly authorized to sign submittal on behalf of the Proposer:

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ANTI-BRIBERY AFFIRMATION & AFFIDAVIT OF QUALIFICATION TO PROPOSE**

THIS FORM SHALL BE EXECUTED BY AN OFFICIAL AUTHORIZED TO BIND THE PROPOSER, DETACHED, AND MADE A PART OF ITS PROPOSAL.

I \_\_\_\_\_ hereby affirm that:

1. I am the (Title) and the authorized representative of \_\_\_\_\_ (Name of Corporation) \_\_\_\_\_ whose address is \_\_\_\_\_

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in Paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining contracts with the State or ECUA, or ECUA department, or sub-division of the State have been convicted of, or have been pleaded nolo contendere to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the state of Florida or under the laws of any State or the Federal government (conduct prior to January 1, 2000 is not required to be reported).
3. State "none" or, as appropriate, list any conviction plea, or admission described in Paragraph 2 above, with the date court, official, or administrative body the individuals involved and their position with the firm, and the sentence or disposition, if any.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I acknowledge that this affidavit is to be furnished to ECUA and, where appropriate, to the Attorney General of the State of Florida.
5. I acknowledge that, if the representations set forth in this affidavit are not true and correct, ECUA may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit knowing that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or sub-divisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## FORM OF PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENT, that we [NAME OF PROPOSER], as Principal (hereinafter the "Proposer") and [NAME OF SURETY], a [Corporation], [Partnership] duly organized under the laws of the State of \_\_\_\_\_, as Surety, are held and firmly bound unto ECUA, as Obligee, in the sum of five percent (5%) of the projected annual Contract amount as lawful money of the United States of America to be paid to the Emerald Coast Utility Authority (the "ECUA"), its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these present; and

WHEREAS, the above-named Proposer has submitted or is about to submit to ECUA a Proposal to provide services, all as defined and described in the Request for Proposals for Professional for the Design/Permit/Finance/Build/Own/Operate and Maintain of the CNG Refueling Facilities issued by ECUA in August 2019 and covered by the Proposal submitted by the Proposer in response thereto, which Proposal is made a part hereof.

NOW, THEREFORE, the Surety hereby understands that if the above-referenced Proposer is selected by ECUA as the most advantageous Proposer, then the Proposer (as the preferred Contractor) will negotiate in good faith to enter into a Contract based on its Proposal and, if the Proposer's Proposal is selected as the most advantageous Proposal, the Proposer will enter into a Contract in writing and the Guarantor (as set forth in the Proposal) will enter into the Guaranty of the Contract within the time specified in this RFP, or any extension thereof agreed to in writing by ECUA. Surety hereby agrees that if the Proposer shall fail to do so, Surety will pay to ECUA, as liquidated damages, the full amount of this Bond within 30 calendar days after receipt by Proposer and Surety of written notice of such failure from ECUA, which notice shall be given with reasonable promptness, identifying this Bond and including a statement of the amount due. Upon execution of the Contract and delivery of the Guaranty this Bond shall thereafter become null and void, otherwise to remain in full force and effect unless terminated as hereinafter provided.

It is agreed that this Bond shall become effective on the date the Proposal is submitted and will continue in full force and effect for 180 days from the Proposal Submission Date (unless extended for up to an additional 180 days) or until terminated as hereinafter provided.

If the Proposal is not accepted within the period stipulated immediately above, or any extension thereof agreed to in writing by ECUA, then after written notice by ECUA of such non-acceptance, this Bond may be terminated by the Surety or Proposer upon written notice to each other and to ECUA by registered mail at least 10 days prior to the termination date specified in such notice. Upon the giving of such notice, Surety shall be discharged from all liability under this Bond for any act or omission of the Proposer occurring after the date of the notice of non-acceptance.

Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Florida.

All capitalized terms used herein and not otherwise defined shall have the meaning set forth in this RFP.

IN WITNESS WHEREOF, Surety and Proposer, intending to be legally bound hereby, do each cause this Proposal Bond to be duly executed on its behalf by its authorized officers, agent or representative.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

SURETY

_____	_____
_____	_____
_____	_____

PROPOSER [NAME OF SURETY]

_____	_____
_____	_____
_____	_____

[NAME OF PROPOSER]

_____	_____
_____	_____
_____	_____

Name of Authorized Signatory

_____	_____
_____	_____
_____	_____

Signature

_____	_____
_____	_____
_____	_____

Title

_____	_____
_____	_____
_____	_____

**EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status.

(3) The contractor will send to each labor union or representative of workers which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the Emerald Coast Utilities Authority. Provided, however, that no such action shall be taken without prior notice to the contractor and an opportunity for a hearing before the governing Board of the Emerald Coast Utilities Authority or its designee.

(5) The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order for an amount exceeding ten thousand dollars (\$10,000) in any twelve 12) month period, so that such provisions will be binding upon each subcontractor or vendor.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Title of Signer

**CERTIFICATION OF NONSEGREGATED FACILITIES**

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed/religion, national origin, age, marital status, or veteran status because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts or purchase orders exceeding \$10,000; that he will retain such certifications in his files and make them available to the Emerald Coast Utilities Authority upon request.

Provided, however, that such certifications shall not be required in the case of purchase orders or contracts which, in case of a Federal Government contract or subcontract, would be exempt from compliance with the Equal Opportunity Clause by 41 CFR S60-1.5. This section provides for the exemption of transactions not exceeding \$10,000, contracts and subcontracts for indefinite quantities established not to exceed \$10,000 in any contract year, contracts with certain educational institutions, work on or near Indian reservations, facilities (including, but not limited to, agencies, instrumentalities or subdivision of state or local government) which are separate and distinct from activities of the prime contractor or subcontractor related to the performance of the contract or subcontract, and emergencies involving national security.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Title of Signer

**DRUG-FREE WORKPLACE FORM**

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

(Name of Business)

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

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

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Date

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

Bid/RFP/PO: \_\_\_\_\_

**SUMMARY OF PROJECT COSTS FOR CNG FUELING FACILITIES**

**Project Proposed Price:**

**A. Capital Costs (from Form PF -4)** \$ \_\_\_\_\_

**B. Annual Long-Term Debt (from Form PF -5)** \$ \_\_\_\_\_

**C. Annual Operations and Maintenance Costs (From Form PF -6)** \$ \_\_\_\_\_

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

**CAPITAL COSTS FOR CNG FUELING FACILITIES**

a. Facility Processing Equipment, including Installation	\$ _____
b. Facility Building and Related Structures, incl. Foundations	\$ _____
c. Facility Site-related incl. Roadways, Drainage, Utilities	\$ _____
d. Mobile Equipment (If initially capitalized)	\$ _____
e. Design and Permitting	\$ _____
f. Construction Management Fee	\$ _____
g. Mobilization, Startup and Acceptance Testing	\$ _____
	SUBTOTAL
	\$ _____
<b><u>TOTAL Capital Costs of this Project (Including all Options)</u></b>	
	\$ _____

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

**ESTIMATE OF SOURCES AND USES OF FUNDS**

**A. Sources of Funds for overall Capital Costs:**

---

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TOTAL Sources of Funds \_\_\_\_\_

**B. Uses of Funds for overall Capital Costs:**

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TOTAL Uses of Funds \_\_\_\_\_

**C. Computation of the Annual Long-Term Debt:**

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**ANNUAL OPERATION AND MAINTENANCE COSTS FOR CNG FUELING FACILITIES**

- a. Personnel, Facility and Administrative \$ \_\_\_\_\_
- b. Utilities, Facility Only \$ \_\_\_\_\_
- c. Process Equipment Operations/Maintenance \$ \_\_\_\_\_
- d. Mobile Equipment Operations Inc. Fuel /Maintenance \$ \_\_\_\_\_
- e. Mobile Equipment Depr./Amortization (If not capitalized) \$ \_\_\_\_\_
- f. Equipment Replacement and Renewal Fund \$ \_\_\_\_\_
- g. Building Maintenance and Repairs \$ \_\_\_\_\_
- h. Other, including insurance, security, office expenses \$ \_\_\_\_\_
- i. 3rd Party w/Guarantees, Operator Overhead and Profit at \_\_\_\_% \$ \_\_\_\_\_

**TOTAL Operations & Maintenance Cost (Including all Options)** \$ \_\_\_\_\_

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

**ANNUAL COST ADJUSTMENT PROPOSAL (CAP) FORM**

**Escalation clause**

Each and every Proposal must also indicate the proposed baseline for cost adjustments over the life of the Service Contract. The Proposers shall split their costs into three fractions: (1) a fraction for fixed costs; (2) a fraction for fuel adjustment indexing; and (3) a fraction of “other costs” for a Consumer Price Index adjustment indexing. The CAP for the Service Fee is described in the RFP.

CAP as proposed herein:

The Proposer presents the following portions of the total First Year’s prices in the respective Cost Adjustment Factors of the RFP to be adjusted:

\_\_\_\_\_ Percent that is Fixed with No Annual Adjustment

\_\_\_\_\_ Percent for the Fuel Cost Adjustment (FCA)

\_\_\_\_\_ Percent for the Rest-of-Proposed-Costs Adjustment (ROPCA)

Additionally, the maximum annual charge in the FCA and/or ROPCA may be proposed to be lowered to \_\_\_\_\_ percent of the maximums if desired by the Proposer.

---

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

**DEVELOPMENT OF EQUIPMENT REPLACEMENT AND RENEWAL FUND**

Provide a listing of all major pieces of equipment or categories of equipment (including mobile equipment) and indicate the projected useful life, in years, and how many times the equipment must be replaced or rebuilt or overhauled during the initial 20-year Term of the Service Contract.

For each listing provide the unit cost and total project term cost for replacement in terms of Proposal Due date dollars. Based on this information, calculate the required annual expenditure from the Major Equipment Replacement and Renewal Fund and insert this figure for operating costs.

A 20-year table, broken down by the projected needs of this fund on an annual basis, is to be provided.

Item	Life Expectancy/ Number of Replacements During Initial 20-Year Term	Estimate of Unit Replacement Cost	Total
_____	_____	_____	_____

The basis for determining the total annual equipment replacement and Renewal fund cost entry must be presented with this form.

### NON-COLLUSION CERTIFICATION

By submission of this Proposal, the Contractor hereby certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this Proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise, for the purpose of restricting competition as to any matter relating to such prices with any other person, partnership or corporation;
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not directly or indirectly been knowingly disclosed by the Contractor prior to "opening" to any other person, partnership or corporation; and
3. No attempt has been made, or will be made, by the Contractor to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition.

\_\_\_\_\_

Name of Proposer

\_\_\_\_\_

Name of Authorized Signatory

\_\_\_\_\_

Signature

## INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify, hold harmless, and defend ECUA and its agents and employees from and against all claims, loss, damage, costs and expense, including attorney fees, arising from personal or bodily injury or to sickness, illness, or death of persons or damage to or destruction of property including, without limitation, property and employees of ECUA, occurring in whole or in part as the result of work done or omitted to be done by, or contracted to be done but not done by the Contractor, or its Subcontractors, employees, or agents, or by anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, excepting only the intentional (but not negligent) or malicious acts of ECUA or its employees.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

**DISCLOSURE**

We hereby certify that, to the best of our knowledge, no ECUA official or employee having official responsibility for this transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the anticipated Service Contract.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

**PERFORMANCE BOND FORM**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_ (Contractor) as Principal, herein after called Contractor, and \_\_\_\_\_ (Surety) a corporation duly authorized to do business in the State of Florida, as Surety, hereinafter called Surety, are held and firmly bound to the Emerald Coast Utilities Authority (ECUA) as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Contract dated \_\_\_\_\_, 2019, entered into a Contract with Owner for the AEF in accordance with specifications prepared by the ECUA, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract, and

WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. \_\_\_\_\_ of the State of Florida, as amended.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

1. The Surety hereby waives notice of any alteration or extension of time made by the Owner.
2. Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - a. Complete the Contract in accordance with its terms and conditions, or
  - b. Obtain a proposal or proposals for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible Proposer, arrange for a contract between such Proposer and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the Contract price,” as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.
3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2019 in the presence of:

\_\_\_\_\_

PRINCIPAL \_\_\_\_\_

WITNESS TITLE \_\_\_\_\_

**LETTER OF CREDIT AFFIDAVIT FROM BANK**

State of Florida  
Escambia County

BEFORE ME, the undersigned authority, personally came and appeared \_\_\_\_\_, who after being by me duly sworn, deposed and said that he/she is a fully authorized representative of \_\_\_\_\_ (hereinafter referred to as "Bank"), and said affiant stated:

- 1) That affiant is familiar with \_\_\_\_\_ (hereinafter referred to as "Company"), the party who has prepared the Proposal for the design, permit, built, manage, operation and maintenance of the CNG Fueling Facilities Project for the ECUA, which Proposals will be received by ECUA on \_\_\_\_\_.
- 2) That if Proposer is awarded the contract by ECUA, the Bank will issue a letter of credit in the amount of 25% of the "TOTAL CNG FUELING FACILITIES Operations & Maintenance Cost per year" subject to Escalation adjustment, for the benefit of the ECUA, in case the Company should default on any of the obligations contained in the proposed Service Agreement between the Company and the ECUA, assuming that no material adverse changes have occurred to the Company's financial condition between the date of this Proposal Form and the date that the Letter of Credit is to be issued. The Bank has a credit rating on its long-term debt of at least "A" (or the equivalent) from an appropriate recognized rating agency and that the Letter Of Credit to be issued by the Bank, and claims made pursuant to such Letter of Credit will be governed by the provisions of the Uniform Customs and Practices for Documentary Credits (1993 Version), International Chamber of Commerce Publication No. 500 ("UCP"). As to matters not governed by the UCP, such Letter of Credit shall be governed and construed in accordance with the laws of the State of Florida.
- 3) The undersigned certifies that he/she is authorized to sign for the Bank.
- 4) The Bank hereby certifies the truth and accuracy of the above statements under the pains and penalties of perjury.

ECUA

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ are the persons who appeared before me and they acknowledged that they signed the document, an oath stated that they were authorized to sign it and acknowledged it as the \_\_\_\_\_ and the \_\_\_\_\_ respectively, of a corporation, to be the free and voluntary act of such party for the uses and purposes as mentioned.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Notary Public in and for Florida

\_\_\_\_\_  
residing at:

\_\_\_\_\_

[SEAL OR STAMP]  
My appointment expires \_\_\_\_\_

## AFFIDAVIT OF QUALIFIED CONTRACTOR AS PROPOSER

State of Florida  
ECUA

BEFORE ME, the undersigned authority, personally came and appeared \_\_\_\_\_, who after being by me duly sworn, deposed and said that he/she is a fully authorized representative of \_\_\_\_\_ (hereinafter referred to as the "Proposer"), the party who has prepared the Proposal for design, permit, built, manage, operation and maintenance of the CNG FUELING FACILITIES Project for the ECUA, which Proposals will be received by ECUA on \_\_\_\_\_ and said affiant further stated:

- 1) That Proposer employed no person, corporation, firm, association, or other organization, ("person") either directly or indirectly, to secure the public contracts under which such person received payment, other than persons regularly employed by the Proposer whose services in connection with the Project or in securing the public contracts were in the regular course of their duties for Proposer.
- 2) The undersigned warrants that no person or selling agency has been employed or retained to solicit or secure such contracts upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Proposer.
- 3) That if the Proposer is awarded the contracts, that no part of the price to be received by the Proposer was, or will be, paid to any person, corporation, firm, association, or other organization for soliciting the contracts, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the Project were in the regular course of their duties for Proposer.
- 4) This Proposal is genuine and the Proposer has not colluded, conspired, or agreed directly or indirectly with any other Proposer to offer a sham or collusive Proposal. The undersigned understands that collusive bidding and all similar activity is a violation of ECUA, state and federal law, and can result in fines, prison sentences and civil damages. The undersigned agrees to abide by all conditions of this procurement and our Proposal, and certify that I am authorized to sign for this Proposer.
- 5) The Proposer has not in any manner directly or indirectly agreed with any other persons to fix the Proposal price of affiant or any other Proposer, or to fix any overhead profit or cost element of said Proposal price, or that of any other Proposer, or to induce any other person to refrain from proposing.
- 6) The Proposal is not intended to secure an unfair advantage of benefit from the ECUA or in favor of any person interested in the proposed contracts.
- 7) All statements contained in the Proposal are true, correct and complete.
- 8) The Proposer hereby certifies that no officer of the companies comprising the Proposer, or any affiliates of the companies comprising the Proposer, has been convicted of fraud by the federal

government or by any government entity in the State of Florida or any other state within the last ten (10) years.

- 9) Neither affiant nor any member of the Proposer team has divulged information regarding said Proposer or any data relative thereto to any other person, firm, or corporation.
- 10) The Proposer hereby certifies that neither the Proposer nor its parent is in Chapter 11 Bankruptcy nor is the Proposer or its parent in Chapter 7 Bankruptcy.
- 12) The Proposer hereby certifies the truth and accuracy of the above statements under the pains and penalties of perjury.
- 13) The Proposer acknowledges receipt of the following Addenda:

Number	Date

Signature of Proposer’s Authorized Representative	Date

State of Florida \_\_\_\_\_  
 ECUA \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_, are the persons who appeared before me and they acknowledged that they signed the document, an oath stated that they were authorized to sign it and acknowledged it as the \_\_\_\_\_ and the \_\_\_\_\_, respectively, of \_\_\_\_\_, a corporation, to be the free and voluntary act of such party for the uses and purposes as mentioned.

\_\_\_\_\_  
 Dated

\_\_\_\_\_  
 Notary Public in and for Florida

\_\_\_\_\_  
 State residing at:  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 [SEAL OR STAMP]  
 My appointment expires \_\_\_\_\_

**INSURANCE COMPANY LETTER OF INTENT**

(To be typed on Insurance Company's Letterhead)

ECUA, Purchasing and Stores Division  
9255 Sturdevant Street  
Pensacola, FL 32514  
Attn: PURCHASING AND STORES MANAGER

\_\_\_\_\_ (the "Proposer") has submitted herewith a Proposal in response to the Request for Proposals for the Design/Permit/Finance/Build/Operate of the CNG FUELING FACILITIES issued by the ECUA, Florida, in August 2019.

The Insurance Company hereby certifies that it is duly authorized to conduct business in Florida and intends to provide all required insurance set forth in this RFP in the event the Proposer is awarded the Contract.

Name of Insurance Company \_\_\_\_\_

Name of Authorized Signatory \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**COMPANY/GUARANTOR LETTERS OF INTEREST**

(To be typed on Company's letterhead)

\_\_\_\_\_  
(Date)

ECUA, Purchasing and Stores Division  
9255 Sturdevant Street  
Pensacola, FL 32514

Attn: PURCHASING AND STORES MANAGER

Herewith, we (the names of both Company and Project Guarantor to be specified here), are submitting our Letter of Intent to ECUA. As delineated in our Proposal, we are prepared to make the following commitments to ECUA.

1. \_\_\_\_\_ We are prepared to design, construct, permit, start-up, test, and operate the ECUA CNG FUELING FACILITIES as more specifically described in the Request for Proposals (RFP) and as described in our Proposal submitted in response to the RFP.

2. \_\_\_\_\_ We certify that ECUA can rely on information provided in our Proposal as true and accurate. Furthermore, we will assume the cost of any permit applications to ECUA or the State at the time of our selection, and we will submit, as the applicant, any permit applications that are prepared by ECUA and prepared upon the basis of technical information we have provided in our Proposal, provided that permit applications are prepared in accordance with standard industry practices. We will provide, in as expeditious a manner as practical, to ECUA, all reasonable requests for environmental performance data, equipment specifications, supporting information, and the like necessary to complete the environmental permit applications.

3. \_\_\_\_\_ We (are/are not) willing to accept the allocation of risks as described in the RFP. (Any discussion of limitations or conditions regarding acceptance of risk must be provided by the Company).

5. \_\_\_\_\_ We (are/are not) willing to guarantee the price and other economic information provided to ECUA in our Proposal as required by the RFP. (Any discussion of limitations or conditions regarding the guarantee of price or other economic information, as required by the RFP, must be provided by the Company.)

6. \_\_\_\_\_ We certify that the Project Team (the Company, the Project Guarantor, major subcontractors, equipment suppliers, licensees, etc.) as identified in the Proposal will, if selected, maintain their respective roles in the Project. We further understand that additions or deletions to the Project Team or material changes in the role of Team members, unless approved by ECUA, can be reason to suspend or terminate negotiations with the selected Company.

All other of our promises and representations to ECUA are as stated in our Project Proposal in response to your RFP.

Sincerely,

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

(Chief Executive Officer Company)

(Chief Financial Officer Company)

[SEAL] APPROVED:

Name/Title: \_\_\_\_\_

{Chief Executive Officer Project Guarantor

**GUARANTOR ACKNOWLEDGEMENT**

(To be typed on Guarantor's Letterhead)

\_\_\_\_\_ (the "Proposer") has submitted herewith a Proposal in response to the Request for Proposals for Professional for the Design/Permit/Finance/Build/Own/Operate of the CNG FUELING FACILITIES Project issued by ECUA in August 2019.

The Guarantor has reviewed the Proposer's Proposal which will form the basis of negotiating a Contract. The Guarantor hereby certifies that it will guarantee the performance of all of the obligations of the Proposer set forth in the Proposal in the event the Proposer is selected for final negotiations and execution of the Contract, and that it will execute a separate Guaranty Agreement to be negotiated with ECUA.

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ECUA RFP No. 2019-26  
SUBCONTRACTOR/SUPPLIER**

**SOLICITATION DOCUMENTATION FORM**

**I. Non-Discrimination and Solicitation Requirements**

All bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, gender, ethnicity, or any other protected status. Moreover, all bidders must solicit small and minority businesses, and women’s business enterprises whenever they are potential sources for goods and/or services. In order to demonstrate compliance with this requirement, at the time it submits its bid each bidder shall meet solicitation requirements concerning each of its subcontractors or suppliers anticipated to receive five percent (5%) or more of the contract value, as follows:

(1) Required Solicitation Efforts and Documentation Thereof. All bidders must demonstrate that they have made reasonable efforts to solicit small and minority businesses, and women’s business enterprises whenever they are potential sources for goods and/or services. Generally, this can be demonstrated, regarding each particular service or product solicited, by the bidder’s showing that it contacted at least three possible subcontractors/suppliers reasonably suspected of being capable of providing this service or product in sufficient time (at least 48 hours prior to bid opening) for the business to submit a quote to bidder, and if available, at least one of those three possible subcontractors/suppliers was an MBE, SBE, WBE, or other disadvantaged business (collectively “DBEs”).<sup>1</sup> Each bidder shall submit with its bid a listing of each potential subcontractor or supplier it contacted regarding this Project on the form provided by ECUA for this purpose as well as the results of that contact. Note: Although bidders should contact each of the agencies identified in footnote one in order to locate potential subcontractors and suppliers, reliance upon the solicitation lists maintained by ECUA shall be deemed to satisfy the requirements of this paragraph.

(2) Subcontractor/Supplier Project Plan. Each bidder shall also submit with its bid a complete and signed Subcontractor/Supplier Project Plan which identifies each subcontractor or other business anticipated to receive five percent (5%) or more of the contract value to be used on this Project as well as a brief description of the type of service or product each business will provide. The bidder shall also disclose whether any of these identified subcontractors qualify as an MBE, SBE, WBE, or have some other disadvantaged status.

ECUA shall determine whether a bidder has satisfied the non-discrimination and solicitation requirements of this section based upon its review of the above-referenced documents and all relevant facts and circumstances. Should ECUA determine that a bidder has not satisfied the non-discrimination and solicitation requirements set forth herein, that bidder’s bid will be deemed non-responsive and will not be further considered.

After submittal of the bid, the Subcontractor/Supplier Project Plan shall not be changed or altered without the prior written approval of ECUA’s Executive Director. Moreover, a written letter to ECUA’s Executive Director requesting approval to change the Subcontractor/Supplier Project Plan must be submitted at least ten (10) calendar days prior to the date of the proposed date of change, and such request will only be approved for demonstrated good cause.

ECUA reserves the right to request additional information later concerning the use of subcontractors or suppliers receiving less than five percent (5%) of the contract value, but more than \$1,000 which were not identified at the time of bidding.

ECUA may also require the successful bidder on this Project to complete and submit to ECUA documentation on ECUA provided forms regarding its utilization of MBEs, SBEs, WBEs, or other disadvantaged businesses on this project. This documentation is required of all subcontractors as well. These records will be submitted to ECUA within ten (10) calendar days of the beginning of each quarter of the calendar year or as otherwise agreed upon by the parties.

End

Revised 11/9/18

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<sup>1</sup>ECUA maintains solicitation lists of small and minority businesses and women's business enterprises who might be capable to providing services or products. The Small Business Administration, the Minority Business Development Agency of the Department of Commerce, the State of Florida Office of Supplier Diversity, the City of Pensacola, and Escambia County may also be able to identify available businesses to provide services or equipment on this Project, including MBEs, SBEs, and WBEs.

ECUA BID No. 2019 26

**SUBCONTRACTOR/SUPPLIER SOLICITATION DOCUMENTATION FORM**

**CATEGORY: I. CNG EQUIPMENT** (including categories listed in ECUA's solicitation lists: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_)

1. Will bidder self-perform this category of work using its own forces? [  ] Yes [  ] No  
 2. Will this subcontract category amount to less than 5% of the contract value? [  ] Yes [  ] No  
**If the answer to either question is [ Yes ], then STOP HERE/do not fill out the rest of this page.**

	Name of Company Solicited	Solicited Company's Status (i.e., MBE, WBE, SBE, or not a DBE)	Date/s Solicited	Point of Contact (i.e., person/s at company contacted and/or spoken to)	Results of Solicitation and, if applicable, reason not contracted with
I.a (required)					
I.b (required)					
I.c (required)					
I.d (optional)					
I.e (optional)					
I.f (optional)					

ECUA BID No. 2019 26

**SUBCONTRACTOR/SUPPLIER SOLICITATION DOCUMENTATION FORM**

**CATEGORY: II. CONSTRUCTION** (filled in by bidder - attach additional sheets as necessary, which should be consecutively labeled III., IV., etc., as well as in the first column below.)

	Name of Company Solicited	Solicited Company's Status (i.e., MBE, WBE, SBE, or not a DBE)	Date/s Solicited	Point of Contact (i.e., person/s at company contacted and/or spoken to)	Results of Solicitation and, if applicable, reason not contracted with
II.a (required)					
II.b (required)					
II.c (required)					
II.d (optional)					
II.e (optional)					
II.f (optional)					

(attach additional forms as necessary)

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ECUA BID No. 2019-26

**SUBCONTRACTOR/SUPPLIER SOLICITATION DOCUMENTATION FORM**

**1.6.1.1 I hereby swear or affirm under penalty of perjury that the information provided on these Subcontractor/Supplier Solicitation Documentation Forms is true and correct.**

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SUBCONTRACTOR/SUPPLIER PROJECT PLAN**

If awarded the contract for this Project, Bidder hereby warrants the following subcontractors and/or suppliers anticipated to receive five percent (5%) or more of the contract value for this Project will be used, as follows:

Category	Number of subcontractor/supplier as listed on solicitation documentation form	Name of Subcontractor/Supplier	Subcontractor/Supplier's status (i.e., WBE, SBE, etc.)
I. CNG EQUIPMENT			
II. CONSTRUCTION			
III.			
IV.			
V.			
VI.			
VII.			
VIII. _____			

\*NOTE: To be completed in the event that other categories of work are anticipated to receive five percent (5%) or more of the contract value.

As explained in more detail in the Non-Discrimination and Solicitation Requirements, this Subcontractor/Supplier Project Plan may not be changed or altered without the prior written approval of ECUA's Executive Director and only for demonstrated good cause. After execution of the Standard Form of Agreement, ECUA may request additional information concerning the use of subcontractors or suppliers receiving less than five percent (5%) of the contract value, but more than \$1,000 which were not identified at the time of bidding.

I hereby swear or affirm under penalty of perjury that the information provided on this Subcontractor/Supplier Solicitation Project Plan Form is true and correct and is being submitted on behalf of Bidder.

Sign: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

## NON-DISCRIMINATION AND SOLICITATION REQUIREMENT CHECKLIST

- [ ] Bidder completed "Subcontractor/Supplier Solicitation Documentation Initial Form" for all categories of work.
  
- [ ] Bidder filled out last page of "Subcontractor/Supplier Solicitation Initial Documentation Form" certifying forms are true and correct.
  
- [ ] Bidder completed the "Subcontractor/Supplier Project Plan" form Initial summarizing the information provided on the "Subcontractor/Supplier Solicitation Documentation Forms". Only those listed on the Solicitation Forms should appear on the Plan Form.
  
- [ ] Bidder filled out last page of "Subcontractor/Supplier Project Plan Form" Initial certifying forms are true, correct, and will be followed.

Copies of all the above forms shall be submitted with the bid.

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REVISED 3/13

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_, as Principal hereinafter called Contractor, whose business address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, whose business address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_, are held and firmly bound unto **Emerald Coast Utilities Authority**, as Obligee, whose business address is **9255 Sturdevant Street, Pensacola, Florida 32514**, and whose telephone number is **(850) 476-5110**, hereinafter called Owner, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Contractor has entered into a written contract dated \_\_\_\_\_, with the Owner for ECUA Project No. \_\_\_\_\_, \_\_\_\_\_ in accordance with drawings and specifications prepared by the Emerald Coast Utilities Authority, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract, for work to be performed at the following location(s): \_\_\_\_\_, said property owned by, \_\_\_\_\_, whose business address is, \_\_\_\_\_, and whose telephone number is, \_\_\_\_\_.

**THE PRINCIPAL FEATURES** of the work are briefly described as follows: will consist of the \_\_\_\_\_.

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and voided otherwise shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due. The notice and time limitation provisions of Section 255.05, Florida Statutes, are incorporated in this Bond by reference.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed, sealed and delivered \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Print/Type)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

By \_\_\_\_\_

(Attach Certified Copy of Power of Attorney)

**LABOR AND MATERIAL PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_, as Principal hereinafter called Contractor, whose business address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, whose business address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_, are held and firmly bound unto **Emerald Coast Utilities Authority**, as Obligee, whose business address is **9255 Sturdevant Street, Pensacola, Florida 32514**, and whose telephone number is **(850) 476-5110**, hereinafter called Owner, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Contractor has entered into a written contract dated \_\_\_\_\_, with the Owner for ECUA Project No. \_\_\_\_\_, \_\_\_\_\_ in accordance with drawings and specifications prepared by the Emerald Coast Utilities Authority, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract, for work to be performed at the following location(s): \_\_\_\_\_, said property owned by \_\_\_\_\_, whose business address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_.

**THE PRINCIPAL FEATURES** of the work are briefly described as follows: will consist of the \_\_\_\_\_.

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being constructed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
  - a) Unless claimant, other than one having a direct contract with the Contractor shall have given written notice to any two of the following, the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b) After the expiration of two (2) years following the date on which Contractor ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.
  5. The notice and time limitation provisions of Section 255.05, Florida Statutes are incorporated in this Bond by reference.

Signed, sealed and dated \_\_\_\_\_.

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print/Type)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

By \_\_\_\_\_

(Attach Certified Copy of Power of Attorney)

**CONTRACTORS FINAL AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who,  
after being duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of  
\_\_\_\_\_, hereinafter called the "Contractor", and as such makes  
this affidavit upon person knowledge.

2. This affidavit is made for the purpose of inducing final payment from the Emerald  
Coast Utilities Authority to the Contractor for the following project:

\_\_\_\_\_  
**ECUA Project No. \_\_\_\_\_**

under contract dated \_\_\_\_\_, as amended.

3. All laborers, materialmen, and subcontractors who have provided materials or  
services to or for the Contractor under said contract or who have or may have liens against any  
property of the Emerald Coast Utilities Authority or any claim against the Emerald Coast Utilities  
Authority or against the payment bond if any on said project, have been paid in full, except the following:

*(If none, state "None")*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_

PRINT/TYPE: \_\_\_\_\_

TITLE: \_\_\_\_\_

of \_\_\_\_\_

(Contractor)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by  
\_\_\_\_\_, who is known by me to be the \_\_\_\_\_ of  
\_\_\_\_\_, the Contractor, and who is personally known to me.

SIGN: \_\_\_\_\_

PRINT/TYPE: \_\_\_\_\_

Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

**WARRANTY**

\_\_\_\_\_  
(Date)

PROJECT: CNG FUELING FACILITIES

ECUA Project No. 2019 26

\_\_\_\_\_ warrants that all work shall remain in serviceable and good condition (ordinary wear and tear abuse and causes beyond the control of \_\_\_\_\_ excluded) for a period of two years from the date of final acceptance of the work, and states that they will repair or replace without cost to the EMERALD COAST UTILITIES AUTHORITY, any imperfection in whole or in part which may develop in the work during the period above stated and any damage to other work caused by imperfections or the repairing of same.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

PRINT/TITLE: \_\_\_\_\_

of \_\_\_\_\_

(Contractor)

STATE OF FLORIDA COUNTY  
OF ESCAMBIA

Before me this day personally appeared, \_\_\_\_\_, \_\_\_\_\_  
who, being first duly sworn, deposes and says that he/she executed the foregoing instrument for the  
uses and purposes set forth therein.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

SIGN: \_\_\_\_\_

\_\_\_\_\_  
PRINT/TITLE: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

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