



**REQUEST FOR PROPOSAL
FOR
LANDFILL GAS RECOVERY**

RFP NO. 21-P-19IF

Closing Date: Tuesday, January 19, 2021

SEE SECTION 3.4, *DELIVERY OF PROPOSALS*

Purpose of RFP

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals for Landfill Gas Recovery for the County of Volusia, Florida.

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RFP 21-P-19IF

LANDFILL GAS RECOVERY

1.0 PURPOSE & OVERVIEW

Volusia County (“County”) is seeking written proposals from qualified Respondents to design, build, finance, own and operate a facility to recover energy or otherwise beneficially utilize landfill gas (“LFG”) from the solid waste disposal areas at the Tomoka Farms Road Landfill (the “Landfill”) located at 1990 Tomoka Farms Road, Port Orange, Florida, 32128. As an Option to the Base Proposal, the County is also interested to receive proposals for the disposal of at least 40,000 gallons per day (gpd) of leachate generated from the landfill utilizing landfill gas. The County desires to enter into a Landfill Gas Purchase Agreement (the "Agreement") with the successful Respondent whereby the Contractor would make payments to the County for the rights to connect, recover, and beneficially utilize LFG from the Landfill.

The primary objective of the Landfill’s LFG Collection and Control System (“LFGCCS”) is and will continue to be, to control LFG migration, emissions, and odors in strict compliance with all local, state, and federal regulatory requirements. The Agreement between the County and Contractor obligates the Contractor to maximize the beneficial utilization of LFG from the County’s LFGCCS. The County recognizes that the beneficial use of the LFG is of economic benefit to the County.

The County has prepared a proposed Landfill Gas Purchase Agreement (“Agreement”) (Exhibit 1) that addresses the terms and conditions upon which the County proposes to enter into an agreement with the Contractor. Any exception to the terms and conditions of the Agreement shall be submitted with the Respondent’s Request for Proposal (RFP). Such exceptions shall be reviewed by the County and, if approved, will be made a part of the Respondent’s proposal and evaluation. Negotiations will be used to resolve any remaining minor issues regarding the technical or administrative aspects of the project. If for any reason a contract cannot be negotiated with a recommended Respondent within sixty (60) days after notification of award, the County may terminate contract negotiations and open negotiations with the Respondent whose proposal appears next most favorable to the County.

2.0 SCOPE OF SERVICES

The Respondent is to provide a purchase price under the Part A - Base Proposal Form. At the Respondent’s sole choosing, provide a price for the County to pay the Contractor for the processing and disposal of landfill leachate under Part B - Add-On Option to the Base Proposal. Under this solicitation, the County will only accept proposals from Respondents providing for Part A Services only or Part A with Part B Services. Respondents providing Proposals for Part B Services only will not be accepted.

2.1 Background

The Landfill is owned and operated by Volusia County and is located approximately three miles south of US Highway 92 at 1990 Tomoka Farms Road, Port Orange, Florida 32128 which is in Section 10, Township 16 South, Range 32 East (Exhibit 2).

The Landfill consists of a municipal solid waste (MSW or Class I) landfill and a Class III landfill. The MSW landfill consists of a North Cell and a South Cell. A LFGCCS collects LFG via vertical extraction wells and horizontal collectors and sends the gas to the facility's control devices. The existing LFGCCS (Exhibit 3) includes one hundred ten (110) LFG vertical extraction wells, forty-two (42) horizontal collectors, collection laterals and headers, a condensate management system, and a backup utility flare, which is used to destroy LFG.

The County is currently sending all of its LFG, at a rate of approximately 2,400 to 2,800, cubic feet per minute to the existing Flare Station for destruction (Exhibit 4). The County has sampled and tested for the chemical composition of the LFG and is presented in Exhibit 5. The LFG samples were collected from a composite of gas flow from the existing operating North Cell and the older closed South Cell. The gas chemical concentrations of CH₄, CO₂, O₂, and balance gas are illustrated for the flare station, North Cell, and South Cell which are presented in Exhibit 13. Methane concentrations at the flare station have been around 40% while the methane concentrations at the North Cell are around 50% and much lower at approximately 30% at the closed, older South Cell.

No hazardous, infectious, or liquid waste is accepted at the Landfill.

As of October 1, 2020, the Landfill is estimated to have approximately 3,157,000 cubic yards remaining permitted Class I waste capacity which is projected to be utilized by 2029. When the north cell is near capacity and the County has exhausted all of the potential expansion possibilities of its north and south cells, the County expects to develop a new area within its Landfill property known as the Southeast Class I Expansion area. This new area could add up to 72,000,000 cubic yards of additional disposal capacity. See Exhibit 6 for more information.

Leachate collected from the lined North Class I Cell is pumped to a 30,000 gpd onsite treatment plant and to on-site lined and uncovered leachate holding ponds. Effluent from the treatment plant is pumped and sprayed onto an on-site designated spray field located in the western section of the landfill property or used for dust control. Currently, the County is managing up to 60,000 gpd of leachate. Because of the treatment capacity limitations of the on-site plant, the County must haul leachate that is not processed through the treatment plant to the holding ponds and an off-site treatment plant in Jacksonville, Florida. Landfill leachate characteristics are provided in Exhibit 7.

2.2 Contractor's Requirements

Part A - Base Proposal: LFG to Energy Process

Requirements of the Contractor shall include, but are not limited to, the following:

- 1) Determining the most viable market for the beneficial use of the Landfill's LFG;
- 2) Contracting with an Energy Customer for the Beneficial End-Use Product;
- 3) At its sole expense, provide the services for the financing, designing, permitting, constructing, building, expanding, starting, operating, upgrading, repairing, replacing, and maintaining a Conversion System and Utility Interface in accordance with the terms of the Agreement, all existing regulations and permits, and safe construction practices;
- 4) Interconnect the Conversion System with the transmission or distribution pipelines or other facilities of the electric utility, pipeline company, container filling location, or other Energy Customer;
- 5) Connecting to the LFGCCS at the Delivery Point(s) after making required improvements (e.g., piping, valves, meter, measuring devices, recorders, etc.);
- 6) Maintaining a constant and balanced draw from the County's LFG Collection System;
- 7) Maximizing the use of collected LFG and utilizing recovered gas for beneficial use;
- 8) Obtaining and complying with all applicable permits, ordinances, rules, and regulatory requirements for emissions, odor, noise, discharges, etc.;
- 9) Maintaining the Conversion System and all associated Contractor supplied equipment in good working order;
- 10) Commencing Commercial Operations within twenty-four (24) months of the Effective Date of the Agreement; and
- 11) Making monthly payment(s) to the County for use of the County's LFG as defined in the Agreement.

The Contractor shall obtain exclusive rights to connect, recover, and beneficially use and/or sell LFG from the Landfill in exchange for certain payments to Volusia County in accordance with the Agreement as amended and agreed to by both parties.

The Contractor shall provide a Conversion System or Plant to connect to the County's LFGCCS utilizing new conversion equipment and new structure(s). The Plant shall convert the collected LFG to a Beneficial End-Use Product. The proposed location of the Plant is shown on the site plan presented in Exhibit 8. The County's Delivery Point(s), which is the Developer's tie-in or connection points to the County's LFGCCS, are presented in Exhibit 9.

Additional terms, conditions, and responsibilities are provided in the draft Landfill Gas Purchase Agreement in Exhibit 1.

Part B - Add-On Option to the Base Proposal – Disposal of 40,000 gpd of Landfill Leachate

Additional requirements of the Contractor for this Option to the Base Proposal shall include, but are not limited to, the following:

- 1) Determining the most viable beneficial use of the Landfill's LFG to process and dispose of 40,000 gpd of landfill leachate;
- 2) At its sole expense, provide the services for the financing, designing, permitting, constructing, building, expanding, starting, operating, upgrading, repairing, replacing, and maintaining a process and disposal system and all appurtenances in accordance with the terms of the Agreement, all existing regulations and permits, and safe construction practices;
- 3) Tie-in to the existing leachate force main prior to the existing leachate treatment plant, and add flow meter and control valves to divert 40,000 gpd of leachate to the Contractor's Leachate Processing and Disposal facility;
- 4) Connecting to the LFGCCS before the Delivery Point(s) after making required improvements (e.g., piping, valves, meter, recorder, etc.);
- 5) Storage tanks, secondary containment, and truck loading facility for the management of excess leachate residues, and other excess liquid materials remaining after processing;
- 6) Loading, hauling, and off-site disposal of any excess leachate, residues, and other excess solid or liquid materials remaining after processing;
- 7) Obtaining and complying with all applicable permits, ordinances, rules, and regulatory requirements for monitoring, emissions, odor, noise, discharges, etc.;
- 8) Maintaining the processing system, storage, and all associated Contractor supplied equipment in good working order;
- 9) Commencing operations within twenty-four (24) months of the Effective Date of the Agreement; and
- 10) Charging the County monthly for the processing and disposal of the landfill leachate.

The Contractor shall provide the services of a qualified subcontractor to provide a processing and disposal facility utilizing new treatment equipment and new structure(s). The facility shall utilize collected LFG as a beneficial use for the disposal of the landfill leachate (e.g. leachate evaporation). The proposed location of the facility processing area is shown on the site plan presented in Exhibit 8. The Contractor's tie-in or connection point in order to divert a portion of the landfill leachate is presented in Exhibit 9.

2.3 Project Site

The County has tentatively designated approximately 1.6 acres of land adjacent to the County's leachate treatment plant for the Contractor's LFG Conversion System and any leachate processing and disposal system. The Contractor shall be solely responsible for all costs associated with preparing, submitting, and obtaining all necessary development permits including any zoning, wetlands, stormwater, and/or land use permits required for siting, constructing, and accessing the LFG Conversion System and the Leachate Disposal Facility on the approved site. The Contractor shall be solely responsible for all costs associated with obtaining easements, rights-of-way, permits, and fees necessary for the Beneficial End-Use Product delivery, transmission, and/or connection to off-site utilities and for leachate processing and disposal.

2.4 Regulatory Requirements

The County will require certain regulatory approvals as part of the development process. Such approvals may include but are not limited to, zoning, development, building, and environmental. The County currently holds a Title V Operations Permit (Exhibit 10) for the landfill LFGCCS, generators, and flare station. Emission information and other related data (e.g. gas flow rates, British Thermal Unit [BTU] valves, etc.) can be found in the 2019 Title V Annual Operating Report provided in Exhibit 11. The County expects the Contractor to evaluate aggregate emissions from the Landfill and from the proposed Conversion System, and the leachate processing and disposal facility in determining the applicability of environmental rules. However, County expects that Contractor will seek and obtain an Air Construction Permit and modify the existing Title V Operations Permit. Contractor shall obtain all other permits as required for the construction and operation of the Plant including all required local, state, and federal permits for the appropriate regulatory agencies. These permits may include, but are not limited to, modifications to the Landfill's Florida Department of Environmental Protection ("FDEP") Solid Waste Operations Permit (Exhibit 12) and Environmental Resource Permit.

The Contractor shall be familiar with and shall be responsible for complying with, all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the scope of work. The Contractor, at his sole expense, shall obtain all regulatory approvals required for construction and operation of the Plant and if applicable, the Leachate Processing and Disposal Facility. The Contractor shall also coordinate with the County for determination of the applicability of environmental rules, consistent with the existing Title V Operations Permit currently held by the County for the Landfill Flare Station and the anticipated Construction/Operations Permit for the Conversion System and if applicable, modification to the FDEP Solid Waste Operations Permit.

2.5 Compensation Method

The County desires to enter into a Landfill Gas Purchase Agreement (the "Agreement") with the successful Contractor whereby the Contractor would make certain payments to the County for the rights to connect, recover, and beneficially utilize LFG from the Landfill and if applicable, the County paying the Contractor for the processing and disposal of landfill leachate.

Contractor shall be responsible for the operation and maintenance of the Contractor's owned Plant and other facilities. All costs for the operation of the Contractor's equipment shall be borne by the Contractor.

The County is only providing a Plant site (along with existing minor utility interconnects), generated gas, and if applicable, landfill leachate for this project. Proposals requesting additional assistance will be deemed non-responsive.

The basis of compensation shall be the dollar amount paid to the County by the Contractor on a dollar per MMBtu basis utilized at the Conversion System. The County will pay the Contractor for the disposal of landfill leachate that utilizes LFG on a cents per gallon basis. Payment between the County and Contractor will be on a monthly basis.

As part of the Agreement, the County will escalate components of compensation based on the Index Pricing. In the event that this escalation index is no longer published, an alternative index will be determined by mutual agreement.

Future year compensation will be adjusted annually from the initial Agreement year price based on the annual average spot price (\$/MMBtu) at the Florida Gas Zone 3 Hub. The data source is published by Natural Gas Intelligence (“NGI”) at:

https://www.naturalgasintel.com/data/data_products/weekly?location_id=SLAFGTZ3®ion_id=southeast

The new price shall remain in effect for the entire calendar year.

If applicable, future year compensation for the leachate disposal will be negotiated annually from the initial Agreement year price based. Negotiated fee adjustments shall take effect on October 1 of each year. Should County and Contractor fail to agree, the annual unit price will be adjusted by multiplying the existing unit price by the percentage increase in the Consumer Price Index for all Urban Consumers (U.S. City Average) as published by the U. S. Department of Labor Statistics for the twelve (12) months prior to the beginning of the period.

Contractor is responsible for the marketing and sale of products generated by the Conversion System. After the Agreement is signed, if any federal, state, or local tax or emission credits become available, including, but not limited to, Voluntary Emission Reduction or Carbon Credit payments, renewable energy certificates, emission reduction credits, investment tax credits, production tax credits, or similar credits which accrue from the Contractor’s use of the LFG from the Landfill, Contractor shall pay a fee to the County for any tax or emission credits that are received by the Contractor for the Conversion System. The fee shall be equal to fifty percent (50%) of any Tax and/or Emission Credits received by the Contractor in any one (1) year. The fee shall be payable in twelve (12) equal monthly installments. Payment shall commence the first month after the Contractor receives any tax or emission credits.

The County will evaluate the Respondent’s pricing terms on Attachment A - Statement of Terms Sheet submitted by each Respondent. The impact of the pricing terms will be evaluated for the full term of the Agreement, based upon the information submitted by each Respondent. This evaluation will be provided to the evaluation committee for its consideration.

Default Assumptions to be used for the evaluation of the pricing provided by each Respondent on the Attachment A – Statement of Terms Sheet expected over the Agreement period is as follows:

1. Agreement Term = 20 years; Operations Startup = 2023
2. Energy and General Inflation Rate (based upon Index Pricing) = 2% per year
3. Discount Rate for Present Worth Analysis = 4%
4. County Landfill Gas Quantity Delivery Increase = 5% per year
5. Landfill Gas BTU = 50%
6. scfm=cfm

The County will review the Respondent's optional assumptions for reasonableness and consistency with industry standards, such that the Respondent's assumptions do not skew the results. The County reserves the right to use the values listed above within default assumptions for purposes of performing an equal comparison of the proposals. If no value is entered, the default values will be used.

The County has the right to modify the above methodology to be used in the evaluation and comparison of the proposals. The numbers assumed in this analysis are for use in the evaluation of the pricing terms in the proposals only. County provides no warranties or guarantees, either expressed or implied, as to the amount or chemical composition of the LFG to be extracted and made available to the Contractor at the Delivery Point.

Additional Information not to exceed four (4) double-sided pages may be included with Attachment A - Statement of Terms Sheet in this section.

2.6 Agreement

Exhibit 1 includes a proposed Agreement which specifies the general terms and conditions and standard requirements of County contracts. Respondent shall identify any objections to Agreement terms and detail its basis of concern or propose alternate language with its initial response. Agreement documents shall include all documents provided or referenced in this RFP. Such exceptions shall be reviewed by the County and, if approved, will be made a part of the Respondent's proposal and evaluation. Negotiations will be used to resolve any remaining minor issues regarding the technical or administrative aspects of the project. Additionally, the specific definitions contained in the Agreement are subject to negotiation with the successful Respondent. The nature of the Contractor's operation may have an impact on the ultimate definition and terms.

Each Respondent must also agree to make available to the County at any point in the evaluation, and any resulting Agreement negotiation process, any financial data associated with the proposal. Respondent understands and accepts all financing risks associated with this project.

2.7 Project Implementation

The Contractor shall be responsible for designing a Conversion System that converts the LFG collected from the Landfill to a Beneficial End-Use Product if applicable, the design of the Leachate Processing and Disposal facility. The County will review the designs for compatibility with the existing and future landfill activities and operations.

The Contractor shall be responsible for facility construction to commence as soon as practicable after necessary design, permitting and financing have been arranged. The Contractor shall furnish or procure all services, labor, equipment, and materials necessary to construct and complete the Conversion System and, if applicable, the Leachate Processing and Disposal facility in its entirety. The Conversion System shall be in full working order within twenty-four (24) months of the Effective Date of the Agreement.

The Contractor shall prepare and submit to the County a preliminary Project Plan (Plan) for the facilities during the construction process. The Plan shall describe the sequence of events and tasks, resources anticipated, and time required for completion of the project. The Plan shall address all phases of the project from permitting and construction to the point of Commercial Operations of the facilities. The schedule should be a Gantt type schedule showing sequence, duration, and interdependencies of all activities discussed in the plan. The Contractor shall keep the project schedule current. The County will be informed of monthly progress and changes in the schedule by the Contractor.

3.0 GENERAL TERMS & CONDITIONS

3.1 Definitions

As used in this RFP, the following terms shall have the meanings set forth below:

Access Area: Those certain areas on parcels of real property where an access road from Tomoka Farms Road to the Landfill is located.

Agreement: The document resulting from this solicitation between the County and the awarded Respondent, including this RFP, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.

Applicable Law: Any and all applicable federal, state, county, municipal, and local laws, statutes, rules, regulations, ordinances, codes, restrictions, permitting requirements and any other governmental requirements or obligations of any kind or nature relating to or regulating the expansion, construction and management and operation of the Landfill.

Baseline Landfill Gas Amount: The minimum amount of LFG needed to operate the Conversion System.

Beneficial End-Use Product: Product(s) derived by the Contractor from the untreated LFG collected from the landfill which may include, but are not limited to: processed LFG, CNG or LNG derived from LFG, pipeline quality LFG, electric power, thermal energy, CO₂, any two or more of the foregoing, Renewable Energy Credits bundled with any of the foregoing, or other product(s) identified by the Contractor. The term shall include any marketable product derived from the Contractor's processing of LFG whether or not it is a product used to produce energy or heat. For the purpose of this Agreement, Beneficial End-Use Product shall not include the LFG needed for the processing and disposal of landfill leachate nor the flaring of LFG.

British Thermal Unit or BTU: The quantity of heat necessary to raise the temperature of one pound of water one degree Fahrenheit, for example from 58.5 to 59.5 degrees Fahrenheit, under standard pressure of 30 inches of mercury at or near its point of maximum density. One BTU equals 252 calories, 778 foot-pounds, 1,055 joules, 2.931 10⁻⁴ kWh, or 0.293 watt-hours.

BTU per Cubic Foot: A measure of the heat available or released when one cubic foot of gas is burned. LFG has an expected value of 500 to 600 BTU per cubic foot.

Commercial Operations Date: The date when the Contractor first delivers a Beneficial End-Use Product to an Energy Customer [and Leachate Processing and Disposal Facility begin operations] or twenty-four (24) months from the Effective Date of this Agreement, whichever occurs first. Contractor shall provide a thirty (30) day notice to the County before Commercial Operations are to begin and shall provide notice to County of the official Commercial Operations Date promptly after it occurs.

Commercially Reasonable Efforts: Reasonable commercial practices for companies in the business of landfill operation, landfill gas collection, destruction, and/or conversion of Landfill Gas to Beneficial End-Use Product.

Condensate: The liquid formed from the condensing of the vapors that occurs during the collection, transportation, and processing of LFG.

Contractor: That person or entity duly authorized, upon award of an Agreement, to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contract Administrator: The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be done in writing and authorized by the Director of Purchasing and Contracts.

Contractor Improvements: Any demolition, alteration, addition, or improvement to the Conversion System Site (or other location at the Landfill to support Contractor's operations.) Contractor Improvements shall be governed by the Construction Phase Bonds and Insurance Requirements to this Agreement.

Conversion System: The Contractor's building or enclosure and equipment at the Landfill required for the processing and delivery of the Beneficial End-Use Product to the Energy Customer including any facilities for the use of Excess Gas. The Conversion System may include, but is not limited to, Contractor's connection to the Delivery Point, compression equipment, an oil and gas cooler, a condensate knockout tank, scrub areas, generating equipment, treatment facilities, gas pipeline, condensate knockout/pump stations, and related facilities. However, the Contractor may elect to use such different technologies or equipment for the processing of LFG, the generation of electric power or other energy as Contractor, in its sole judgment, determines which would be better suited for the application. Where the context requires, "Conversion System" shall also mean any new or different technologies and equipment installed by the Contractor at the Conversion Site to convert Landfill Gas to Beneficial End Use Products. The County-owned Flare Stations, County's Blower Skid, and LFG Collection System are excluded from the Conversion System.

Conversion System Meter and Measuring Devices: The LFG flow meter and other equipment that shall measure the quantity and chemical composition of Landfill Gas delivered from the County's LFG Collection System to the Contractor's Conversion System, which shall be placed by the Contractor at the Delivery Point and utilized by County for determining the amount of gas purchased by the Contractor and for regulatory requirements.

Conversion System Site: The location or locations within the Landfill where the Conversion System(s) is/are located.

County's Blower Skid: The equipment owned by the County and used to provide vacuum to the LFG Collection System to extract LFG from the Landfill. The unit from the manufacturer's nameplate is a Perennial Energy, Model No. GHS-400-60, Max Flow 4000 SCFM, Min. Flow 500 SCFM.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day to day administration of the resulting Agreement for the County and will be designated prior to award of Agreement.

Day: The word "day" means each calendar day or accumulation of calendar days.

Delivery Point(s): The point of connection between the LFG Collection System and the Contractor's Conversion System at which the LFG passes through the Conversion System Meter. Ownership of the untreated LFG shall transfer from the County to the Contractor at the Delivery Point. See Exhibit 9 for a diagram of the location of the Delivery Point. All meters shall be maintained and calibrated in accordance with the Agreement.

Director: The Director is the Director of Purchasing and Contracts for the County of Volusia.

Emission Credits: Emission reduction or carbon credit emission payments, renewable energy certificates, or similar benefits that accrue from the Contractor's use of LFG from the Landfill but not including Renewable Energy Credits or Renewable Energy Tax Credits.

Energy Customer: The party or parties to which the Contractor will sell a Beneficial End-Use Product.

Environmental Laws: Any and all applicable federal, state, county, municipal and local laws, statutes, rules, regulations, ordinances, codes, restrictions, permitting requirements, licensing requirements and any other governmental requirements or obligations of any kind or nature relating to (i) environmental pollution, contamination or other impairment of any

kind or nature, (ii) the construction, installation, repair, maintenance or operation of the LFG Collection System and/or (iii) any hazardous waste or other toxic substances of any nature, whether liquid, solid and/or gaseous, including, without limitation, smoke, vapor, fumes, soot, radiation, acids, alkalis, chemicals, wastes, by-products, and recycled materials. These Environmental Laws shall include, but not be limited to, the federal Solid Waste Disposal Act, the federal Clean Air Act, the federal Clean Water Act, the federal Resource Conservation and Recovery Act of 1976, the federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, all as amended from time to time, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect and all applicable local ordinances, rules, regulations and permitting or licensing requirements. This definition shall not be interpreted to include the laws relating primarily to health and safety such as the Occupational Safety & Health Association and similar state laws.

Excess Gas: The quantity of LFG received by Contractor in excess of the Baseline Landfill Gas Amount that may be alternatively used in addition to the Beneficial End Use Products for other technologies or to meet County needs, e.g. leachate evaporation.

Flare Stations: The equipment and appurtenances owned by the County, used to incinerate LFG which are part of the LFG Collection System and not a part of the Conversion System. The Flare Stations are used to incinerate LFG in conformance with applicable federal, state, and local rules and regulations, and to control odors.

Flare Station Meter: LFG flow meter used to record the amount of LFG delivered to the Flare Stations for incineration of LFG.

Heating Value: The amount of heat produced by the complete combustion of a unit quantity of fuel. The gross or higher heating value (HHV) is that which is obtained when all of the products of combustion are cooled to the temperature existing before combustion, the water vapor formed during combustion is condensed, and all the necessary corrections have been made. The net or lower heating value (LHV) is obtained by subtracting the latent heat of vaporization of the water vapor, formed by the combustion of the hydrogen in the fuel, from the gross or higher heating value.

Landfill: Tomoka Farms Road Landfill Facility located at 1990 Tomoka Farms Road, Port Orange, Florida, owned by the County, where Class I and Class III wastes are permanently deposited in solid waste disposal units.

Landfill Gas (LFG): Any and all gases resulting from the normal anaerobic decomposition of refuse material in the Landfill, consisting principally of methane, carbon dioxide, and traces of other constituent gases. The unit of measurement of LFG delivered hereunder shall be one standard cubic foot of Landfill Gas at a base temperature of 60°F and an absolute pressure of 14.65 pounds per square inch and saturated water vapor. All fundamental constants, observations, records, and procedures involved in determining the quantity of LFG delivered hereunder shall be in accordance with the standards prescribed in Report No. 3 of the American Gas Association, as now in effect and from time to time amended or supplemented.

LFG Collection System or Wellfield: The County’s network of LFG extraction wells and interconnecting pipes together with attendant valves, condensate sumps and pumps, monitoring devices, Flare Stations, blowers, and other related equipment installed to extract, collect, and transport LFG to the Delivery Point(s) and/or destroying Landfill Gas not utilized in the Conversion System.

LFG Purchase Agreement: This Agreement between the County and Contractor.

Leachate: The liquid that has passed through or emerged from solid waste and may contain soluble, suspended, or miscible materials.

Leachate Disposal (“LD”) Meter: The LFG flow meter and other equipment that shall measure and record the quantity of LFG delivered to the Contractor’s Leachate Processing and Disposal facility, which shall be placed by the Contractor.

Milestone Schedule: The schedule of milestones attached to the Agreement.

Operation Plan: A written plan, updated as necessary to at all times reflect the most current operational guidelines utilized by the Contractor with respect to the operation of the Conversion System, Conversion System Site, on-site personnel management, and incidental and connected systems and procedures located at the Landfill arising from this Agreement.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Proposal: The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.

Protest: See process at www.volusia.org/purchasing.

Respondent: One who submits a response to a request for proposal (RFP).

Respondent’s Project Manager: The Project Manager has responsibility for administering this Agreement for the Respondent and will be designated prior to execution of the Agreement.

Utility Interface: (i) In the case where LFG is used to generate electric power, this term shall mean the step-up transformer, metering facilities, protection circuitry, transmission lines, poles, and any other equipment necessary to interconnect the Conversion System with the grid of the electric utility in whose franchise area the Landfill is located, or (ii) in the case where LFG is converted to other Beneficial End Use Products, this term shall mean the metering facilities, pipelines, valves and any other equipment necessary to interconnect the Conversion System with the transmission or distribution pipelines or other facilities of the electric utility, the pipeline company, container filling location, or other Energy Customer. [*Modify as necessary based on the successful Respondent’s business proposal*].

3.2 RFP Closing Date

Proposals (also referred to herein as “Submittals,” “Offers,” or “Responses”) must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., local time, on **Tuesday, January 19, 2021**. Proposals received after this time will not be considered.

3.3 Proposed Schedule

10/27/20Release date for Request For Proposal
11/18/20Pre-proposal Conference
01/05/21Final date to receive written questions
01/12/21Release date for answers to written questions
01/19/21Closing Date

3.4 Delivery of Proposals

The County is transitioning to a new e-Bid/RfX software powered by Negometrix, which is a completely free service for all respondents. Proposals may be submitted electronically through this online platform, or responses may still be delivered to the County. By using Negometrix, prospective Proposers will be provided with all information regarding this solicitation including addendums and any changes to the project requirements.

Registration with Negometrix is free and is required prior to submitting a proposal response electronically. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the Proposal submission deadline to ensure proper registration. Should your company need assistance with registering, [please contact the](#) Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com

Once your company is registered with [Negometrix](#), you will be able to submit your proposal securely, anytime before the deadline, at <https://app.negometrix.com/buyer/970> by clicking the PARTICIPATE BUTTON under the solicitation. Proposals submitted on Negometrix will remain locked and inaccessible by County purchasing staff until the current proposal deadline.

Registering your company at app.negometrix.com will also allow your company to be notified of future solicitations.

If Proposal are not being submitted via Negometrix, they shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) **“RFP # 21-P-19IF, Landfill Gas Recovery”**

Note: Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Proposals **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Proposals mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 3.2. To be considered, a Proposal must be received and accepted in the Purchasing and Contracts Office before the RFP closing date and time.

3.5 Pre-proposal Conference

- A. A pre-proposal conference will be held in the Tomoka Farms Road Landfill Conference Room located at the Tomoka Farms Road Landfill Administration Building, 1990 Tomoka Farms Road, Port Orange, Florida 32128 at 2:00 p.m., EST, on Wednesday, November 18, 2020. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

3.6 Public RFP Opening

- A. Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation are exempt from disclosure as a public record until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the Bids, proposals or final replies, whichever is earlier. Names only of firms submitting proposals will be read aloud at the RFP opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or, to inspect the completed tabulation, go to www.volusia.org/purchasing. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such exemption may apply.

- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

3.7 Public Records Law.

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Agreement, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into an Agreement for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Agreement.
- B. Upon request from the County's custodian of public records, provide the County 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, Florida Statutes, 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 Agreement term and following completion or termination of the Agreement if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Agreement, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, 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 or termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Agreement for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

3.8 Proposal Form

- A. See **Submittal Requirements** for complete details
- B. Each Respondent shall submit one (1) COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Proposal shall include all submittal requirements as detailed in Section 4.0. Electronic copies shall NOT be password protected. If submitting via Negometrix, a CD or USB is not required.

- C. Note the solicitation number and name of company on the CD or USB drive.
- D. Do not send confidential information, proprietary information, or trade secrets.
- E. Terms and conditions differing from those in this RFP may be cause for disqualification of the RFP Proposal.
- F. The Proposal Form (Section 5.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.
- G. Failure to provide the required information may result in the proposal not being considered. If not being submitted via Negometrix, submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall be received in the Volusia County Purchasing Office by the advertised deadline.

3.9 Questions, Exceptions, and Addenda Concerning RFP 21-P-19IF

- A. It is incumbent upon each Respondent to carefully examine this solicitation’s specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this RFP shall be directed by letter, facsimile transmission, or e-mail to the Procurement Analyst named in item B (below), who shall be the official point of contact for this RFP. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents’ right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

- B. Mark cover page or envelope(s) “Questions, Exceptions and Addenda Concerning RFP # 21-P-19IF, “Landfill Gas Recovery.”

Submit questions to:

Inga Fegley, Senior Procurement Analyst
 Telephone:.....386-626-6623
 Fax:386-736-5972
 E-mail:.....ifegley@volusia.org

- C. If it becomes necessary for the County to revise any part of this RFP, an addendum will be posted on the County’s web site. It is each Respondent’s responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Respondent should ensure that they have received all addenda to this RFP before submitting their proposal. In their proposals, Respondents must provide proof of receipt of each addendum by signing each addendum and returning each

addendum to the County. Failure to provide this proof may cause Respondent's proposal to be rendered *non-responsive*.

- D. Each addendum issued by the County shall become a material part of this solicitation and the resulting Agreement.

3.10 Award

The County reserves the right to award the Agreement to the Respondent(s) that the County deems to offer the best overall proposal or solution, as defined in Section 3.26, Evaluation Criteria in this solicitation. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RFP, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting and re-soliciting when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and/or qualifications of Respondents and to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

3.11 Other Agencies

- A. All Respondents awarded Agreements from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions.
- B. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).

3.12 Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondents submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

3.13 Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited

to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

3.14 Agreement

- A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be, at the sole discretion of the County, incorporated into an Agreement and become legally binding on the selected proposer. The content of the Agreement may contain changes as a result of the RFP process and the content of the submittal received. The Agreement shall, at minimum, include the substantive terms and conditions as outlined in the RFP and be subject to review by the County attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and may contain those additional terms and conditions that the County deems in its best interest.
- B. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designees are authorized to make changes to any Agreement.
- C. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Respondent should promptly contact the Purchasing Office at 386-736-5935.

3.15 Disclosure of Proposal Content

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, FS, (as amended).

3.16 Respondent's Responsibility

A Respondent, by submitting a proposal, represents that:

- A. The Respondent has read and understands the RFP in its entirety and that the proposal is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. Before submitting its proposal, the Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and has verified any representations made by the County of Volusia, Florida, upon which the Respondent has relied;
- D. The Respondent understands and agrees that if the Respondent receives an award, failure to have made such investigations pursuant to Respondent's proposal to the RFP will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and
- E. The Respondent understands and accepts that it will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

3.17 Debarment: Purpose and Intent.

The county endeavors to solicit offers from, award Agreements to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis.

Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at:

<https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

3.18 Conflict of Interest Form

All Respondents shall properly complete, have notarized, and include with their submittal the attached form disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, Agreements, or interests associated with this project.

3.19 Licenses and Certificates

- A. The County reserves the right to require proof that each Respondent is an established business and is abiding by the ordinances, regulation, and laws of its community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number; and
- B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.
- C. If a license is required, the Respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Respondents shall also verify that their Subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
- D. Each Respondent shall submit with their proposal a copy of, and upon award of Agreement, the Contractor shall maintain the appropriate licenses and certificates during the term of the Agreement and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the Agreement.

3.20 Minor Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving any Respondent an advantage or benefit not enjoyed by other Respondents.

3.21 Venue and Governing Law

All legal proceedings brought in connection with the Agreement executed for the services provided as award under this RFP Agreement shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each Respondent agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against Respondent. In the event of a legal proceeding, the action shall be by non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

3.22 Insurance

Insurance limits and requirements for the construction phase and the post-construction phase of this project are defined in Exhibit 1 – Landfill Gas Recovery Agreement. All Respondents shall submit evidence of insurance coverage or proof of insurability with their submittal. Upon the approval of an award, the firm shall furnish to the County a certificate of insurance attesting that the firm has coverage in accordance with the requirements herein set forth (see Landfill Gas Purchase Agreement, Section 11, Insurance).

3.23 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent(s) shall be awarded an Agreement for an initial fifteen (15) year term which shall begin on the date when the Contractor commences Commercial Operations of the LFG Utilization Facility. At the end of the term, the Agreement shall terminate along with use of the Plant site and LFG rights, unless extended by mutual written agreement of the County and Contractor, provided that the party wishing to extend gives the other at least twelve (12) months written notice of such desire prior to the end of the term. The term of the Agreement also may be extended if and when the County adds additional LFG extraction wells in the Landfill and the Contractor agrees to expend additional capital funds to increase the capacity of its Conversion System, provided the County and the Contractor consent in writing to the extension.

All extensions will be contingent upon mutual and written agreement and, when applicable, approval of County Council.

3.24 Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor and the Contractor shall provide such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in

part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices decrease.

3.25 Waiver of Claims

Once the Agreement expires, or final payment has been requested and made, the Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Agreement.

3.26 Evaluation Criteria

Each proposal shall be evaluated using the following criteria:

- A. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.
- B. That the following elements of Respondent's proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public:
 - 1. Overall project approach to include scheduling, permitting, operations and maintenance, and energy production profile (Tab 3);
 - 2. Workload/Proposed Schedule (Tab 4);
 - 3. Financial Proposal (Tab 5);
 - 4. Qualifications of the firm and the employees that will be assigned to the County (Tab 6);
 - 5. Experience in providing similar services/references, including timeliness of performance; in order to evaluate past performance, all Respondents are required to submit references including currently operating landfill gas utilization projects. For company name and/or ownership changes, appropriate documentation shall be required (Tab 7); and,
 - 6. Financial stability (Tab 8).
 - 7. Proposals that include the Part B Option for the disposal of leachate may be given preference in this evaluation process.

3.27 Termination

- A. The resulting Agreement may be terminated by (a) either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party, or (b) by County upon at least thirty (30) calendar days, prior written notice to Contractor whenever the County shall determine that such termination is in the best interest of the County.

- B. County may terminate the resulting Agreement for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Contractor.
- C. The Contractor may cancel the resulting Agreement with one-hundred eighty (180) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.
- D. After Contractor's receipt of a notice of termination pursuant to Paragraph A above (or to the extent Contractor has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Contractor shall:
 - 1. Stop work under the Agreement or applicable statement of work on the date specified in the notice of termination.
 - 2. Place no further orders or subcontracts for materials, services or facilities.
 - 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination.
 - 4. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Section 3.27, Termination.
- E. After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.
- F. Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Agreement which is not specifically authorized in the notice of termination.

G. If termination of the resulting Agreement occurs for any reason:

1. Except as otherwise provided in the resulting Agreement, Contractor shall return to the County, or destroy, all County confidential information in Contractor' possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the work or service performed hereunder.

3.28 Incurred Expenses

This RFP does not commit the County of Volusia to award an Agreement, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a proposal in response to this RFP, or any cost or expense incurred by any Respondent prior to the execution of an Agreement.

3.29 Post-Proposal Discussions with Respondents

It is the County's intent to award an Agreement(s) to the Respondent(s) deemed most advantageous to the County in accordance with the evaluation criteria specified in this RFP. The County reserves the right, however, to conduct post-closing discussions with any Respondent who has a realistic possibility of Agreement award including, but not limited to, requests for additional information and competitive negotiations.

3.30 Presentations by Respondents

- A. The County of Volusia, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
- B. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the requirements of the RFP. The demonstration must satisfy the County and the County shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.31 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular Respondent but to ensure that the County receives quality services.

3.32 Compliance with Laws and Regulations

Contractors shall be responsible to know and to apply all applicable federal, state, and local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The awarded Contractor shall indemnify, defend, and hold harmless the County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of submittal, Contractors must hold the required licensure to be the prime Contractor for all work to be performed under this RFP. If any Contractor proposes to use a Subcontractor or sub-consultant to perform any work under this RFP, such Subcontractor and/or sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Agreement as a Subcontractor and shall maintain such license(s) in full force and effect during the term of the awarded Agreement. All licenses and permits required to perform Contractor's duties under this RFP, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Agreement.

3.33 Scrutinized Companies-FL Statute Section 287.135 and 215.47

Contractor must certify that the company is not participating in a boycott of Israel. For Agreements for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Agreements for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form (See Section 14.0). Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Agreement term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination

of false certification was made in error then the County shall have the right to terminate the Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

3.34 Limitation of Liability and Indemnification of County

- A. Indemnification. The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.
- B. In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.
- C. **Sovereign Immunity**. County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3.35 Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a retention period of five (5) years after completion or termination of the Agreement, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Agreement, require its Subcontractors to agree to the requirements and obligations

of this Section 3.35, Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

3.36 Change in Scope of Services/Work

- A. The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the awarded Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County's Director of Purchasing and Contracts, and the Contractor.
- B. If the Contractor believes that any particular work is not within the Statement of Work of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the Agreement as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Statement of Work. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

3.37 Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Agreement as the result of changes in law and/or Ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The Statement of Work and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State, or County law or the Ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such

modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

3.38 Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

3.39 Right to Require Performance

- A. The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

3.40 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially

reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

3.41 Contractor's Personnel

The Contractor shall be responsible for ensuring that its employees, agents, and Subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

By submission of a proposal, each Contractor certifies that it does not knowingly or willingly and will not during the performance of the resulting Agreement employ illegal alien workers (i.e., non-U.S. citizens who have not been issued valid, appropriate, and current non-immigrant work visas, Form I-551s, or other similar governmental documentation necessary to authorize such persons to reside and perform compensated work or services, whether temporarily or permanently, within the United States) or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the Agreement, the Contractor shall agree to the following:

- The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 3.41.

The Contractor shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor.

The Contractor and any Subcontractor shall pay all employees working on the awarded Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794), as amended.

Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Contractor, shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

3.42 Disadvantaged Business Enterprise Program

The County Council has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

3.43 Construction Phase Payment/Performance Bond

Contractor shall furnish a Construction Payment/Performance Bond, prior to performing any work under the Agreement in an amount equal to the total value of the project including any amendments or change orders made thereto pursuant to the order or other documentation executed by the parties, in strict accordance with FL Statute, §255.05. Failing to do so, shall constitute a material breach of this Agreement. The Construction Payment/Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida. For this project, two sets of bonds will be required: one set for construction phase services and one set for post construction phase services.

Simultaneously with the delivery of the executed Agreement to the County, a Respondent to whom an Agreement has been awarded shall deliver to the County, the executed and recorded Construction Payment/Performance Bond on the prescribed form, in an amount of one hundred percent (100%) of the Agreement price of the accepted proposal as security for the faithful performance of this Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith. The Construction Payment/Performance Bond shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in Florida. The Attorney-in-Fact or other officer who signs payment/performance bonds for a surety company must record with such bonds a certified copy of his Power-of Attorney authorizing him/her to do so.

3.44 Post Construction Phase Payment/Performance Bond

The Contractor shall ensure that an executed and recorded Post Construction Payment/Performance Bond, guaranty, or other financial security instrument including a cash deposit or letter of credit acceptable to the County, in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) is furnished to the County for the term of this Agreement upon the County's determination of substantial completion. The Post Construction Payment/Performance Bond or other financial security instrument shall be conditioned upon full performance of all obligations imposed upon the Contractor by this Agreement, without limitation. The Post Construction Payment/Performance Bond shall be executed by a company licensed to do business as a qualified surety in the State of Florida and acceptable to the County. The specific terms of the Post Construction Payment/Performance Bond, cash deposit, letter of credit, guaranty, or other financial security shall be subject to the prior approval of the County Attorney. The Post Construction Phase Payment/Performance Bond requirements and insurance requirements are separate and are in addition to the Construction Phase Payment/Performance Bond and insurance requirements for the project construction.

3.45 Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Personnel/Risk Management Division
Address: 230 North Woodland Boulevard, Suite 250
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

3.46 County/Contractor Relationship

The County of Volusia reserves the right to award one or more Agreements to provide the required services as deemed to be in the best interest of the County.

Any awarded Contractor shall provide the services required herein strictly under a Contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees or Subcontractor's wages or salaries. Benefits for

same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

3.47 New Material

Unless otherwise provided for in this specification, the awarded Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this RFP solicitation are new, not used or reconditioned. The Contractor represents that these goods, materials, supplies, or components are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than ten (10) working days prior to the date set for opening of proposals. The notice shall include the reasons for the request and any benefits that may accrue to the County if the Procurement Analyst authorizes the inclusion of used or reconditioned goods, materials, supplies, or components.

3.48 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.49 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.50 Proposal Acceptance Period

Any Proposal in response to this RFP shall be valid through June 19, 2022. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if an Agreement has not been executed by June 19, 2022.

4.0 SUBMITTAL REQUIREMENTS

It is **not** necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information as listed below.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized in sections tabbed in the order described below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at a minimum:

Submittal Format – either online at www.Negometrix.com or via third party carrier USB thumb drive or Compact Disc (CD) shall be submitted.

NOTE: Failure of the Respondent to clearly and specifically address each of the items listed below may result in the Proposal *not* being evaluated or considered for award.

All proposals shall include at a minimum:

Tab 1 – Respondent’s Profile and Submittal Letter

- A. A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations’ Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RFP, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If the firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm’s letterhead and shall clearly state the name, title, and contact information for the individual designated by the firm.
- B. A brief profile of the firm, including:
 - 1. A brief history of the business;
 - 2. Organizational structure of the business;
 - 3. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state’s agency confirming firm’s legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the State of Florida;
 - 4. A Florida Department of State, Division of Corporations’ Sunbiz report available at www.sunbiz.org;
 - 5. Ownership interests;

6. Active business venues (counties, states, etc.);
7. Present status and projected direction of the business;
8. The overall qualifications of the business to provide the services requested;
9. Federal Identification Number of the firm.

Tab 2 - Completed Proposal Form (use attached form Section 5.0)

Tab 3 - Project Approach

Provide a narrative (not to exceed twenty (20) double-sided pages) describing the proposed project approach. The approach shall include, but not be limited to:

A. Project Description and Conceptual Drawings

All proposals for the construction of the conversion system, if applicable, the leachate processing and disposal facility shall include a description of the proposed project, including a description and plans for the proposed site and rights of way, utility services, equipment configuration, interconnection, construction and equipment procurement, the supply of spare parts, required permits, and the rated capacity of the installation. The project description shall include the following information:

- Type of Project to be constructed for the Conversion System (e.g. High BTU, etc.);
- If applicable, type of Project to be constructed for the leachate processing and disposal facility (e.g. leachate evaporation, etc.);
- Type of pretreatment and compression planned for Conversion System;
- Description of equipment and installed capacity;
- Discussion of gas sampling and analysis to support the proposed design;
- Estimate of the area required for system components and infrastructure;
- Conceptual site plan/general arrangement of proposed equipment;
- Points of interconnect/delivery;
- Form of energy to be sold;
- Name of the intended purchaser of energy; and,
- Itemization of permits to be obtained by Contractor.

B. Development Schedule

Proposals shall include a preliminary project development schedule using Microsoft Project or similar software that includes, at a minimum, target completion dates for engineering, permitting, equipment procurement, construction, startup and commissioning, and dates for substantial completion. Proposals shall describe the overall development strategy that will ensure that the project can be developed in accordance with the proposed schedule, minimize disruption of landfill activities, and comply with permit conditions during all

phases of the project. The discussion of the project schedule shall also describe guarantees offered to prevent schedule slippage.

Site Plans shall supplement this portion of the narrative. Base files in AutoCAD format showing features of the proposed Conversion System site and existing infrastructure. The submitted Site Plan shall have the following:

- Title block with Respondent's name on a 24 inches by 36 inches (24" x 36") sheet, with scale and north arrow,
- Proposed locations of equipment and supporting infrastructure,
- Required setbacks from property lines, landfill operations, existing facilities, or structure, etc., and
- Additional plan and detail sheets as required to support the narrative.

C. Permitting Plan

Proposals shall describe all federal, state, and local permits and approvals that will be required under the Contractor's scope of work. A detailed narrative outlining the basis for the FDEP air quality "Permit to Construct" application shall be included.

D. Operations and Maintenance ("O&M") Plan

Respondents shall summarize their O&M Plans and labor arrangements for the Conversion System and if applicable, the Leachate Processing and Disposal facility. The Contractor will be responsible for the operations and maintenance of the installed equipment for the term of the Agreement. O&M Plans that place operational responsibility on the County will be deemed non-responsive. In addition, a performance guarantee structure shall be proposed and discussed that will allow continued payments to the County in the event of reduced performance. County expects a minimum average annual run-time guarantee of 85%.

E. Energy Production Profile

All proposals shall provide information on expected annual product production over the initial 20-year Agreement term to include project management techniques, controls, programs and technologies to be employed to meet project schedule and budget requirements.

1. Assignment of personnel to provide the most efficient service.
2. Where elements of the work will be performed, and who in the organizational chart will oversee the performance of the work to provide the most efficient services.
 - a. Detailed information explaining how the location of the firm, key personnel, and sub-consultants will affect the project, including how the impact of any physical distance will be

mitigated through the use of technology, processes, or other means.

- b. Organizational chart delineating personnel assigned to the project.

Tab 4 - Ability to Meet Time Requirements

- A. Provide one (1) completed Attachment B which is used to summarize the Respondent’s current and projected workload.
- B. Provide a brief narrative describing the Respondent’s current workload and the ability to provide the scope of services required for the project. Include a graphic representation of current commitments for key members of the project team (not to exceed five (5) double-sided pages).
- C. Proposed project schedule.

Tab 5 - Financial Proposal

Attachment A - Statement of Terms Sheet provides the format of the approved response. All information shall be completed and provided in the response. The Respondent shall describe in detail the proposed revenue sharing and other benefits to the County (refer to Section 2.5). The County’s evaluation committee will review compensation plans based on both the net present value of the guaranteed revenue and expenses as well as the potential revenue, which will depend on the pricing/payment structure proposed.

Additional Information not to exceed four (4) double-sided pages may be included with the completed Attachment A - Statement of Terms Sheet.

Respondent shall identify any objections to Exhibit 1 – Landfill Gas Recovery Agreement terms and detail its basis of concern or propose alternate language with its initial response. Agreement documents shall include all documents provided or referenced in this RFP. Such exceptions shall be reviewed by the County and if approved, will be made a part of the Respondent’s proposal and evaluation.

Tab 6 – Experience

A description of the Respondent’s qualifications and experience in designing, constructing, commissioning and operating LFG utilization facilities similar to that proposed, including the experience, qualifications and safety record of the Respondent and its key personnel who will manage development shall be included in this section. The experience of the Respondent, sub-consultants, and current key team members who may have worked for other firms on similar projects shall be included. Provide detailed information regarding the project team’s capabilities, project management techniques, and project controls.

This section shall include the number of years similar projects have been successfully operated.

Resumes of key personnel, including sub-consultants and subcontractors, shall be included in this section.

Tab 7 – References

Respondents must provide project references which include the successfully completed design and construction of landfill gas utilization projects and if applicable, leachate processing and disposal technology currently operating in the United States of similar design, magnitude, and technology to that proposed for Volusia County. Company name, contact person, phone number, and e-mail address shall be included.

Tab 8 – Financial Stability/Litigation

Respondents shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the County of Volusia. Respondent shall also list any lawsuits in which their team (firm and sub-consultants) has been involved in relative to company contracts or other company business over the last five (5) years. The Respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name. The company's Dunn & Bradstreet number shall be included in the proposal.

All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

The following information shall also be included in this section:

- A. Expected debt/equity ratios for the project.
- B. Provide a statement describing how the Respondent intends to finance the project, demonstrating that Respondent has the ability to secure or provide the necessary financial resources, including resources necessary to construct any proposed facilities.
- C. Submit other financial data that would assist the County in evaluating the Respondent's financial capabilities to undertake this project.
- D. In the event, the Respondent intends to rely upon a third party to perform as a financial guarantor, provide the information above with respect to the proposed Guarantor.
- E. Anticipated cost of project debt.
- F. A discussion of any bankruptcy proceedings involving the Respondent.

Tab 9 – Exhibit 1 – Landfill Gas Purchase Agreement

Tab 10 – Forms

A. Business Tax Receipt (BTR)

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

There are two exceptions to this requirement:

1. If Respondent's business does not have a physical location in Volusia County, no submission is required, *OR*
2. If Respondent's business type is exempt, submit a Proof of Exemption approved by the Volusia County Revenue Director (see Section 8.0).

Reference: Chapter 114, Article I, Section 114-1 of the Volusia County Code of Ordinances:

https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE

B. Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated in the Landfill Gas Purchase Agreement. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number, name the Volusia County contact person, and show the County of Volusia as additional named insured.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal. (see Section 8.0)

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the County of liability in the event they are injured while providing goods and/or services to the County.

C. Conflict of Interest Form

All Respondents shall properly complete and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project. (see Section 10.0)

D. W-9

Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the W-9 form can be accessed through this site as well.

E. Addenda

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

F. Drug-Free Work Place Form (see Section 11.0)

G. Certification Regarding Debarment (Prime) Form (see Section 12.0)

H. Certification Regarding Debarment (Sub) Form (see Section 13.0)

I. Certification Regarding Prohibition Against Contracting with Scrutinized Companies (see Section 14.0)

J. Performance/Payment Bonds (see Sections 15.0 and 16.0)

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5.0 PROPOSAL FORM

TO: County of Volusia, Florida
Office of Purchasing and Contracts Director
123 W. Indiana Avenue, 3rd Floor
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____
has carefully examined the specifications to furnish:

LANDFILL GAS RECOVERY

for which proposals were advertised to be received **no later than 3:00 p.m., local time, Tuesday, January 19, 2021,** and further declare that [firm name] _____ will furnish Landfill Gas Recovery according to specifications.

The County reserves the right to negotiate with the award vendor(s) for additional items similar in nature not known at time of closing.

Sole Proprietor: YES NO **Total number employees:** _____

The following information is required in order to be granted a price redetermination.

F.O.B. Destination, freight allowed

Do you offer electronic funds transfer (EFT)? YES NO

Have you supplied all the Submittal Requirements outlined below?

- Tab 1 – Submittal Letter including the Memorandum of Authority, if required
- Tab 1 – Respondent’s Profile
- Tab 2 - Completed and executed RFP Proposal form
- Tab 3 – Project Approach
- Tab 4 – Time Requirements
- Tab 5 – Compensation Plan
- Tab 6 – Experience
- Tab 7 - References
- Tab 8 – Financial Stability/Litigation
- Tab 9 – Exhibit 1 - Landfill Gas Purchase Agreement
- Tab 10 – Forms
 - If you have a physical location in Volusia County, submit one of these:
 - Current **Business Tax Receipt, OR** **Proof of Exemption Form**
 - Proof of Insurance
 - Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
 - Conflict of Interest form
 - Tax Identification Number Form

- Any addenda pertaining to this RFP
- Drug Free Workplace
- Certification Regarding Debarment (Prime)
- Certification Regarding Debarment (Sub)
- Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- Payment/Performance Bonds
- Did you include a CD or USB drive, as required in *Section 3.8, Proposal Form?*

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposal No. **21-P-19IF** and, that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this RFP.

Further, as attested to by below signature, I will provide the required insurance, per §3.22, *Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this proposal is true and correct:

x

Authorized Signature

Printed Name

Title Date

Company Name

Full Address

Telephone Fax E-mail Address

Dun & Bradstreet # Federal I.D. #

6.0 REFERENCES

| | |
|--------------------|--------|
| Agency #1 | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| E-mail | Phone: |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |
| Agency #2 | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| E-mail | Phone: |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |
| Agency #3 | |
| Address | |
| City, State, ZIP | |
| Contact Person | |
| E-mail | Phone: |
| Date(s) of Service | |
| Type of Service | |
| Comments: | |

7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any Contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any Contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any Contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any Contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

8.0 PROOF OF EXEMPTION



BUSINESS SERVICES REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-5729

www.volusia.org/revenue

I certify that the business known as (*business name*) _____,
providing _____ services, which is located at (*street address*) _____
_____, (*city*) _____, falls under the business tax exemption described in:

- Florida Statute 205.054
- Florida Statute 205.055
- Florida Statute 205.063
- Florida Statute 205.064
- Florida Statute 205.065
- Florida Statute 205.066

- Florida Statute 205.067
- Florida Statute 205.162
- Florida Statute 205.191
- Florida Statute 205.192
- Florida Statute 205.193
- Florida Statute 205.196

(Authorized Signature)

(Printed Name)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director/Designee

Not valid without signature

9.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or (*the above-named business*) entered into a Contract for _____ (*please insert name of Contract*) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (*print name*) _____
(*signature*)

Employee 1: _____ (*print name*) _____
(*signature*)

Employee 2: _____ (*print name*) _____
(*signature*)

Employee 3: _____ (*print name*) _____
(*signature*)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization this ____ day
of _____, 20____, by _____, who is/are
personally known to me or who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____
Type or print name:

Commission No.:

Commission Expires:

(*Seal*)

10.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that:

1. I, *(printed name)* _____, am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ 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; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, Contracts, or interests associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

11.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that _____

_____ does:

(Name of Firm)

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 proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

**Certification Regarding Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

TO BE COMPLETED BY PRIME CONTRACTOR

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

13.0 CERTIFICATION REGARDING DEBARMENT (SUB)

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONTRACTORS

- A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

14.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____

(Authorized Signature)

Title: _____

Date: _____

Surety Assigned Bond No. _____

15.0 PAYMENT/PERFORMANCE BOND – CONSTRUCTION PHASE

This bond is given to comply with §255.05, Florida Statutes.

| <u>CONTRACTOR</u> | <u>SURETY</u> | <u>OWNER</u> |
|------------------------------|---------------|-----------------------|
| [name] | _____ | County of Volusia |
| [principal business address] | _____ | 123 W. Indiana Avenue |
| [phone number] | _____ | Deland, FL 32724 |
| | | (386) 736-5920 |

PROJECT NAME: LANDFILL GAS RECOVERY

COUNTY CONTRACT NO.: 21-P-19IF

PROJECT DESCRIPTION: design, build, finance, own and operate a facility to recover energy or otherwise beneficially utilize landfill gas (“LFG”) from the solid waste disposal areas at the Tomoka Farms Road Landfill (the “Landfill”) located at 1990 Tomoka Farms Road, Port Orange, Florida, 32128. As an Option to the Base Proposal, the County is also interested to receive proposals for the disposal of at least 40,000 gallons per day (gpd) of leachate generated from the landfill utilizing landfill gas. The County desires to enter into a Landfill Gas Purchase Agreement (the "Agreement") with the successful Respondent whereby the Contractor would make payments to the County for the rights to connect, recover, and beneficially utilize LFG from the Landfill.

BY THIS BOND, We [contractor], as Contractor, and _____, a corporation, as Surety, are bound to the County of Volusia, Florida, herein called Owner, in the sum of \$[xx,xxx,xxx.xx], for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Agreement dated [execution date], between Contractor and Owner for construction of Landfill Gas Recovery, the contract documents being made a part of this bond by reference (which include all Agreement Documents as defined in the Agreement Documents, including this surety bond, and such alterations as may be made in said Agreement Documents as therein provided for), at the times and in the manner prescribed in the Agreement; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Agreement; and
3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the Agreement; and
4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not

limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction Agreement; and

5. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, then this bond is void; otherwise it remains in full force.
6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.
7. Any changes in or under the Agreement documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 20__.

(If sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will witness/attest and affix seal).

[TYPE LEGAL NAME OF CONTRACTOR]

By: _____
Title: _____
Print Name: _____

WITNESS:

Corporate Secretary or Witness
Print Name: _____

(affix corporate seal)

WITNESS:

Print Name: _____

[Name of Corporate Surety]

By: _____
ATTORNEY-IN-FACT
Print Name: _____

(affix corporate seal)

(Power of Attorney must be attached)

A.M. Best No.: _____

NAIC No.: _____

END OF PAYMENT/PERFORMANCE BOND – CONSTRUCTION PHASE

Surety Assigned Bond No. _____

16.0 PAYMENT/PERFORMANCE BOND – POST CONSTRUCTION PHASE

This bond is given to comply with §255.05, Florida Statutes.

| <u>CONTRACTOR</u> | <u>SURETY</u> | <u>OWNER</u> |
|------------------------------|---------------|-----------------------|
| [name] | _____ | County of Volusia |
| [principal business address] | _____ | 123 W. Indiana Avenue |
| [phone number] | _____ | Deland, FL 32724 |
| | | (386) 736-5920 |

PROJECT NAME: LANDFILL GAS RECOVERY

COUNTY CONTRACT NO.: 21-P-19IF

PROJECT DESCRIPTION: Design, build, finance, own and operate a facility to recover energy or otherwise beneficially utilize landfill gas (“LFG”) from the solid waste disposal areas at the Tomoka Farms Road Landfill (the “Landfill”) located at 1990 Tomoka Farms Road, Port Orange, Florida, 32128. As an Option to the Base Proposal, the County is also interested to receive proposals for the disposal of at least 40,000 gallons per day (gpd) of leachate generated from the landfill utilizing landfill gas. The County desires to enter into a Landfill Gas Purchase Agreement (the "Agreement") with the successful Respondent whereby the Contractor would make payments to the County for the rights to connect, recover, and beneficially utilize LFG from the Landfill.

BY THIS BOND, We [contractor], as Contractor, and _____, a corporation, as Surety, are bound to the County of Volusia, Florida, herein called Owner, in the sum of \$[xx,xxx,xxx.xx], for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Agreement dated [execution date], between Contractor and Owner for construction of Landfill Gas Recovery, the Agreement documents being made a part of this bond by reference (which include all Agreement Documents as defined in the Contract Documents, including this surety bond, and such alterations as may be made in said Agreement Documents as therein provided for), at the times and in the manner prescribed in the Agreement; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Agreement; and
3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the Agreement; and
4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not

limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction Agreement; and

5. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, then this bond is void; otherwise it remains in full force.
6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.
7. Any changes in or under the Agreement documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 20__.

(If sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will witness/attest and affix seal).

[TYPE LEGAL NAME OF CONTRACTOR]

By: _____
Title: _____
Print Name: _____

WITNESS:

Corporate Secretary or Witness
Print Name: _____

(affix corporate seal)

WITNESS:

Print Name: _____

[Name of Corporate Surety]

By: _____
ATTORNEY-IN-FACT
Print Name: _____

(affix corporate seal)

(Power of Attorney must be attached)

A.M. Best No.: _____

NAIC No.: _____

END OF PAYMENT/PERFORMANCE BOND – POST CONSTRUCTION PHASE