



**Report**  
**Market Research Task**  
**Force**  
**August 4, 2016**  
**2:00 PM**

**Market Research Task Force Members**

Paul Jakubczak, Fort Pierce  
Bob Page, Green Cove Springs  
Rachel Meek, Gainesville  
Sheila Evans, Havana  
Billy Branch, Homestead  
Lynne Tejeda, Key West  
Chris Gent, Kissimmee

Jeff Curry, Lakeland  
Patrick Foster, Leesburg  
Bill Conrad, Newberry  
Mike Poucher, Ocala  
Jenise Osani, Orlando  
Bob Auwaerter, Vero Beach

**Teleconference Meeting Held 2:00 p.m.**  
**Thursday, August 4, 2016**  
**Florida Municipal Power Agency**  
**8553 Commodity Circle**  
**Orlando, Florida 32819**



Florida Municipal Power Agency

Sharon Smeenk  
Member Services Manager

## MEMORANDUM

**TO:** FMPPA Market Research Task Force

**FROM:** Sharon Smeenk

**DATE:** July 27, 2016

**RE:** Market Research Task Force Telephonic Meeting  
Thursday, August 4, 2016 at 2:00 p.m.

**PLACE:** Florida Municipal Power Agency,  
8553 Commodity Circle, Orlando, FL 32819

**DIAL-IN INFORMATION: 866-411-8247 or 321-239-1100**  
**Access Code 91583#**  
**(If you have trouble connecting via phone, please call 407-355-7767)**

### AGENDA

1. Introductions
2. Review Agenda
3. Background on Joint Action Solar PV Project
4. Discuss Roles and Objectives of the Market Research Task Force
5. Timeline for Survey Project
6. Review Draft Request for Proposals
7. Evaluation Process and Criteria
8. List of Potential Bidders

## **9. Next Steps and Date for Next Meeting**

## **10. Member Comments**

## **11. Adjournment**

*The participants in the above referenced public meeting will conduct the public meeting by telephone, via a telephone conference hookup. There will be a speaker telephone made available for any interested person to attend this public meeting and be fully informed of the discussions taking place by telephone conference hookup at FMPA's headquarters, located at 8553 Commodity Circle, Orlando, Florida 32819-9002. If anyone chooses to appeal any decision that may be made at this public meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the oral statements and evidence upon which such appeal is based. This public meeting may be continued to a date and time certain, which will be announced at the meeting. Any person requiring a special accommodation to participate in this public meeting because of a disability, should contact FMPA at (407) 355-7767 or 1-(888)-774-7606, at least two (2) business days in advance to make appropriate arrangements. Any interested person may contact FMPA for more information on this public meeting by calling (850) 297-2011 or (877) 297-2012 or writing to: Open Government Law Compliance Coordinator, Florida Municipal Power Agency, 2061-2 Delta Way, Post Office Box 3209, Tallahassee, Florida 32315-3209.*

## **Sample Survey Results**



# Seattle City Light



## SEATTLE CITY LIGHT COMMUNITY SOLAR PUBLIC OPINION RESEARCH RESULTS

March 2010

Presented by Alison Peters Consulting



Page 5 of 37

## Interest in solar is highest within Seattle's core

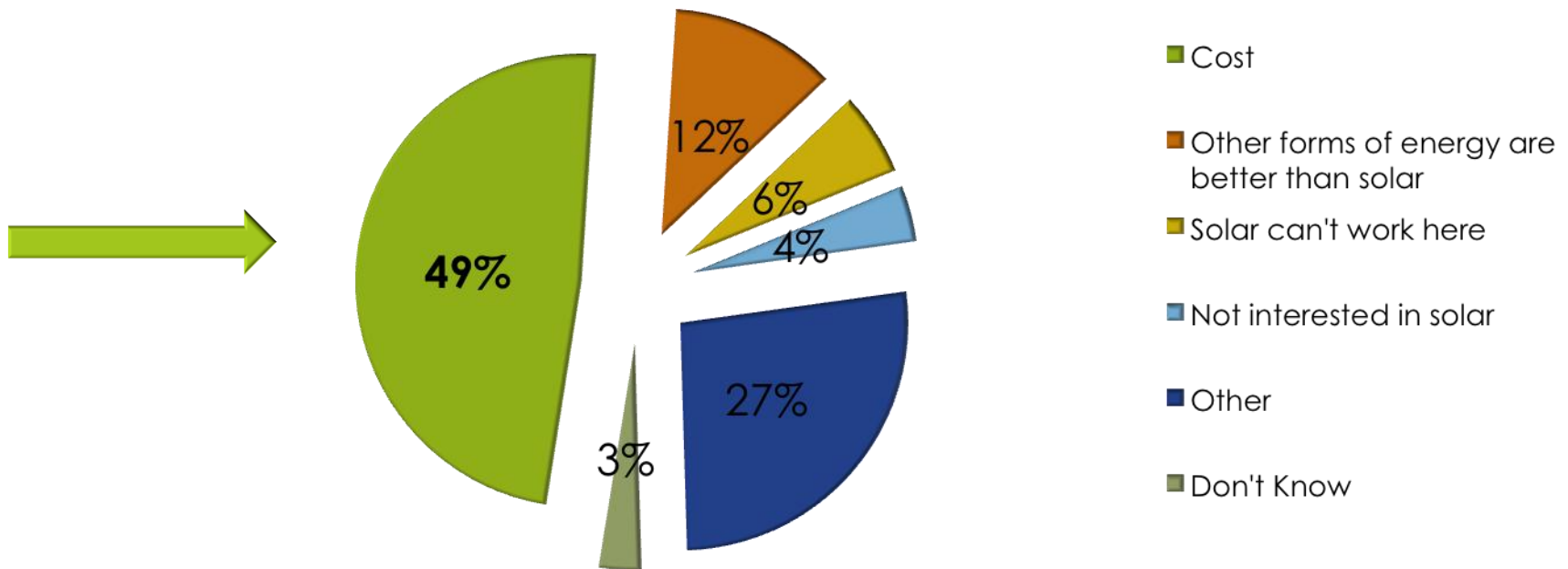
Q: How interested are you in participating in a community solar project?

	Overall	Downtown	N. Seattle	LFP/Shore line	Queen Anne/Magnolia	S. Seattle & W. Seattle
Very Interested	23%	33%	21%	18%	21%	20%
Somewhat Interested	46%	42%	50%	48%	48%	45%
<b>TOTAL INT.</b>	<b>69%</b>	<b>75%</b>	<b>71%</b>	<b>64%</b>	<b>69%</b>	<b>65%</b>
Not Very Interested	14%	17%	13%	15%	14%	12%
Not At All Interested	12%	5%	13%	15%	11%	21%
Don't Know	4%	3%	3%	3%	6%	2%

Those who were not interested in solar identified “cost” as an initial barrier to participating

Q: Which of the following is the primary reason you are not interested?

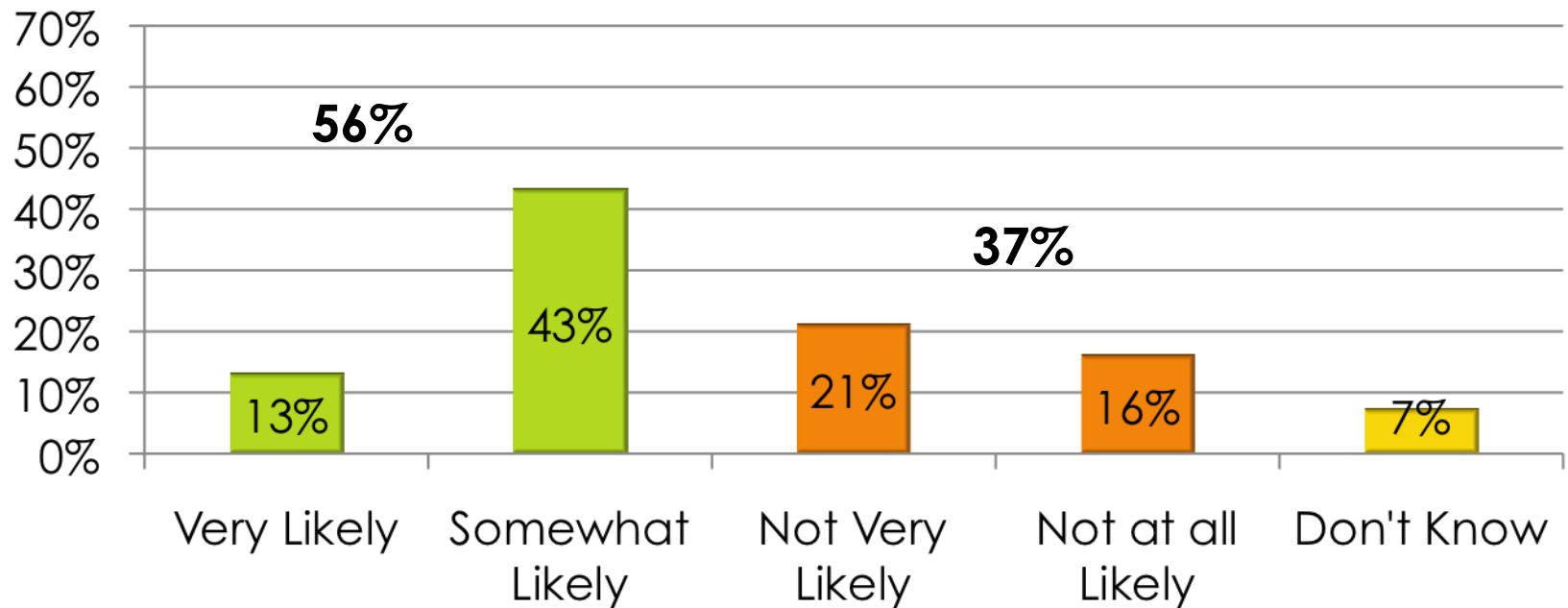
### Initial Barriers to Participation



## 13 percent of ratepayers are “very likely” to join the Monthly Model

Q: Another option would allow you instead to pre-purchase a certain amount of solar energy each month. How likely are you to participate in this program?

### Interest in Monthly Model

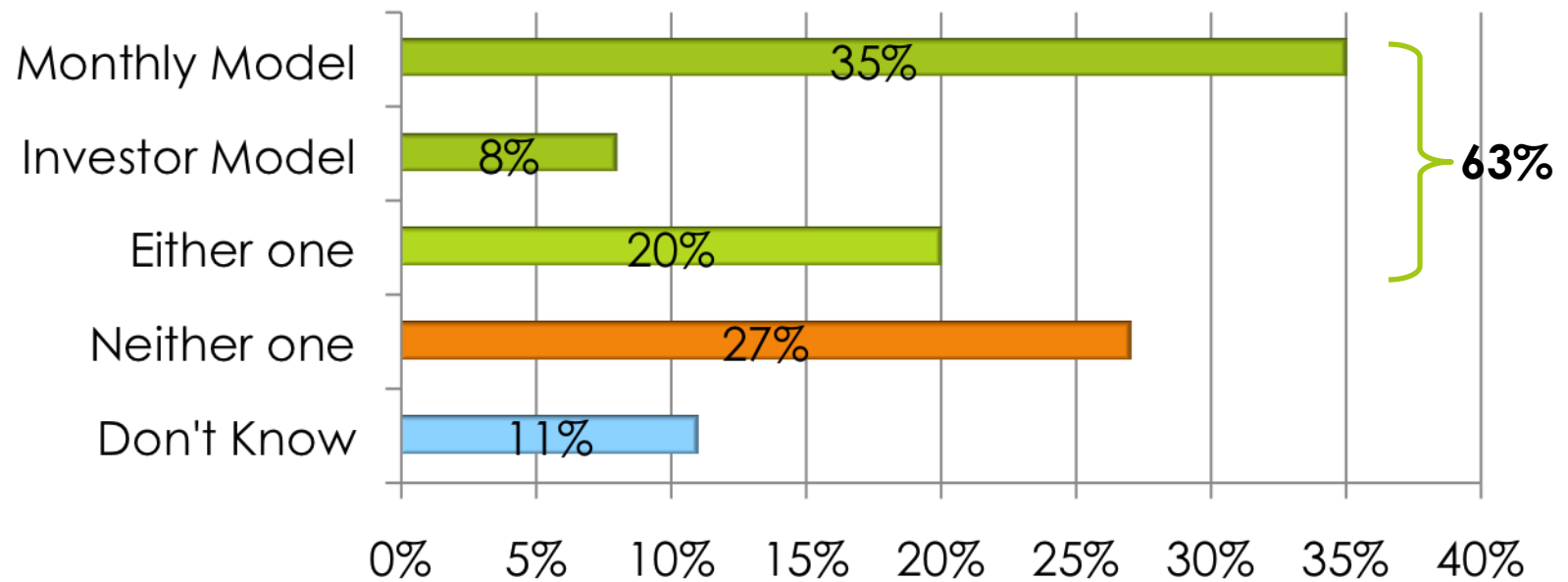




After information was presented, 63% of ratepayers expressed interest in community solar

Q: Now that you've heard more about community solar projects, would you join \_\_\_\_\_?

### Informed Interest in Community Solar Programs



# Recommendations

- ✓ The Monthly Model gives City Light more flexibility to attract a wide range of participants at 35 percent of customers would pay more than \$25 a month. This may generate as much revenue as the Investor Model if participation is high.
- ✓ The most likely program participants live North of Madison in three of Seattle's central legislative districts (the 43<sup>rd</sup>, 46<sup>th</sup> and 36<sup>th</sup>). City Light's early marketing resources should be spent signing up homeowners and renters from these areas first, and expand outside this area after several months.
- ✓ The two most appealing benefits of community solar (jobs and green energy) should be used for most marketing pieces. Other benefits can be used to target smaller populations (i.e. hardcore environmentalists, Under 45 men, renters).

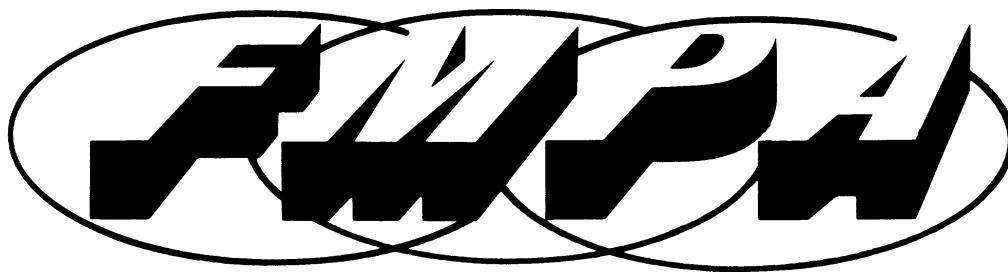
## **Timeline for Survey Project**

**Draft Project Schedule**  
**27-Jul-16**

Task	Estimated Start Date	Estimated Completion Date
Draft RFP Document	11-Jul-16	27-Jul-16
Task Force Call to Finalize RFP	4-Aug-16	4-Aug-16
Finalize & Issue RFP	5-Aug-16	12-Aug-16
Proposals Due from Bidders	2-Sep-16	2-Sep-16
Task Force Evaluates Proposals & Selects Research Firm	6-Sep-16	16-Sep-16
Negotiate Contract with Selected Firm	19-Sep-16	7-Oct-16
Bring to BOD for Approval	27-Oct-16	27-Oct-16
Task Force Meetings with Research Firm for Survey Design & Survey Sample Information	31-Oct-16	30-Nov-16
Conduct Surveys	1-Dec-16	31-Dec-16
Analyze and Validate Data	3-Jan-17	13-Jan-17
Complete Report	16-Jan-17	27-Jan-17
Present Reports to Task Force/Members/BOD	16-Feb-17	16-Feb-17

## **Draft Request for Proposals**

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**Florida Municipal Power Agency**

**REQUEST FOR PROPOSALS  
FOR  
MARKET RESEARCH SERVICES**

Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, Florida 32819-9002  
(407) 355-7767  
[www.fmpa.com](http://www.fmpa.com)

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## REQUEST FOR PROPOSALS

(This is not an order)

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Florida Municipal Power Agency  
TO: 8553 Commodity Circle  
Orlando, Florida 32819  
Attn: Sharon Smeenk

RFP FMPA 2016-XXX

Date Issued: XXXXX, 2016

Telephone: (407) 355-7767

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT 10:00 A.M. ON SEPTEMBER 2, 2016, WHICH WILL BE IN THE FMPA 1<sup>ST</sup> FLOOR CONFERENCE ROOM LOCATED IN THE FMPA BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

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

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### DESCRIPTION

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**August 2016**

#### **FLORIDA MUNICIPAL POWER AGENCY MARKET RESEARCH SERVICES**

See attached Request for Proposal, General Conditions, Specifications, and Proposal Forms for detailed description.

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

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## ADVERTISEMENT

Proposal for Market Research Services

**August 2016**

### FLORIDA MUNICIPAL POWER AGENCY PROPOSALS FOR MARKET RESEARCH SERVICES

#### REQUEST FOR PROPOSAL RFP# 2016-XXX

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until **10:00 a.m., September 2, 2016**, when at that time Proposals will be opened publicly by an FMPA representative.

The proposal is for Market Research Services as more fully described in the RFP package.

RFP packages for this project may be obtained from FMPA at the above address, by telephone (407) 355-7767, via email request to [bidinfo@fmpa.com](mailto:bidinfo@fmpa.com), or via Internet download at [www.fmpa.com](http://www.fmpa.com).

No proposal may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of proposals. Proposals received after the day and time stated above will not be considered and will be returned to the proposer unopened.

Proposals will be accepted for Market Research Services from companies that have established, through demonstrated expertise and experience, that they are qualified to provide the services as specified.

The Florida Municipal Power Agency reserves the right to reject any and all proposals in total or in part and/or to waive defects in proposals.

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Nick Guarriello  
General Manager and CEO  
Florida Municipal Power Agency



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**FLORIDA MUNICIPAL POWER AGENCY**  
**Request for Proposals for Market Research Services**

## **1. FMPA Description**

Formed by the Florida Legislature in February 1978, the Florida Municipal Power Agency (FMPA) is a non-profit, joint action agency created to serve the needs of municipal electric utilities in Florida. Of the 34 municipal systems in the State, 31 are FMPA members who participate at varying levels in Agency activities.

Member utilities of the Agency serve approximately 2 million Floridians. Each member appoints one representative to the Board of Directors which governs the Agency's activities. Thirteen members currently purchase power from the Agency through the All-Requirements Project (ARP). The ARP serves approximately 250,000 electric customers. For more information on FMPA, please visit our website at [www.fmpa.com](http://www.fmpa.com).

## **2. Scope of Services**

**Business Objective:** One of the primary functions of FMPA is to develop and implement wholesale electricity supply projects on behalf of municipal electric utilities that are members of the Agency. Some FMPA members are evaluating the economic feasibility of a solar photovoltaic (PV) project. To assist in the decision-making process for a potential solar PV project, some member municipal electric utilities are interested in obtaining customer feedback and opinions regarding solar energy. On behalf of interested members, FMPA is seeking proposals to conduct market research of utility customer opinions regarding solar energy.

**Survey Markets:** The following FMPA member cities are currently participating in the joint market research effort. A separate survey for each city is required.

City	Estimated Number of Residential Accounts
1. Fort Pierce Utilities Authority	23,000
2. Gainesville Regional Utilities	84,000
3. Green Cove Springs	3,200
4. Havana	1,100
5. Homestead	24,000
6. Key West	25,400
7. Kissimmee Utility Authority	58,300
8. Lakeland	104,600
9. Leesburg	18,800
10. Newberry	1,400
11. Ocala	41,000
12. Orlando Utilities Commission	196,000

13. Vero Beach	28,800
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**Research Objective:** The objectives of the research are to elicit the following information from customers in each of the participating cities:

- a. Opinion of solar energy.
- b. Likelihood of participation in a solar energy project (uninformed opinion).
- c. Action previously taken related to solar energy (i.e., read, investigated, installed/not installed, none).
- d. Opinion about participating in a utility-developed solar project.
- e. Opinion about whether a solar project needs to be visible in the community or whether a more cost-effective project built elsewhere is acceptable.
- f. Opinion on how to pay for the higher cost of solar energy (i.e., by individual customers who chose to participate or by all utility customers)
- g. Opinion on willingness to pay more for solar energy, and if so, how much more.
- h. Identify marketing and communication strategies that a utility can employ to encourage participation in a voluntary solar project.
- i. Likelihood of participation in a voluntary solar project (informed opinion).
- j. Demographic information.

**Project Management:** Each participating city will appoint a representative to serve on a Market Research Task Force for this project. The Task Force's role will involve, among other things, helping select a market research firm, working with the other Task Force members and the research firm to develop the survey, and being the point of contact for the research firm with their utility.

FMPA will appoint a Project Manager, who will be the primary point of contact for the market research firm with FMPA. The Project Manager will be available to the market research firm to support the day-to-day efforts required for this project and at major milestones to coordinate the work products with the Market Research Task Force.

**Research Requirements:** The market research desired is a telephone survey for each municipal with the following requirements:

- a. The survey respondents must be a statistically random sample of each city's electric customers that is representative of each city's customer base.
- b. The survey results must have a margin of error no greater than  $\pm 5\%$ .

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- c. The proposer is required have its own call center.
- d. FMPA and its participating members shall own all rights, titles and interests throughout the world in and to the project deliverable.
- e. At the completion of each survey, all data will be owned by FMPA and its participating members, and will be sent to FMPA in electronic format specified by FMPA.

**Research Services:** The selected firm will provide all associated services, including, but not limited to the following:

- a. Assist with finalizing survey objectives and securing final approval from the Market Research Task Force.
- b. Develop the survey instrument and secure final approval from the Market Research Task Force.
- c. Identify the most cost-effective means to obtain the survey sample source for each city, and secure final approval from each Market Research Task Force member for their city.
- d. Determine the number of completed surveys necessary to meet the specifications in the Research Requirements section of this RFP.
- e. Complete data verification and quality control.
- f. Provide a written report (in electronic form) of the results for each city. The report must include an interpretation of the results and conclusions from the results.
- g. Provide one in-person presentation of the final results in Orlando, Fla for FMPA's Market Research Task Force and/or for FMPA's Board of Directors.

### **3. Proposal Contents**

- a. **Description of Services:** Proposers are to include with their proposal a complete description of their understanding of the services requested. This description should be as definitive as possible to allow reasonable understanding and evaluation of the proposal and demonstrate the proposer's understanding of the requested Scope of Services.
- b. **Project Details:** Proposers should identify the specific details of how they will provide the services outlined in Section 2, above. The following information should be provided:
  - 1. Detailed description of the market research services available and any recommendations for this specific project.
  - 2. Detailed cost estimates, as described below in the Pricing section of this RFP.
  - 3. Approximate schedule or timeline for completion of the project.

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4. Description of other options that may be available to meet the intended goals of the project.
- c. Related Experience:** The proposer must demonstrate first-hand experience in providing similar services. A list of references, preferably in the electric utility industry, including contact information and a brief description of the project must be provided. Work samples, such as a survey questionnaire and a final survey report (with redacted data), from similar projects must be provided.
- d. Qualifications of Staff:** The proposal should include a description of any special qualifications of the personnel who will be providing services that are indicative of working familiarity with electric utilities or solar energy-related projects. Staff conducting telephone surveys must demonstrate adequate training and experience, and staff must be able to conduct surveys in Spanish if requested.
- e. Availability of Resources:** The proposer must show that they have the resources necessary to provide the requested services and clearly define any limitations (i.e., types of survey instruments provided, location restrictions, staffing limitations, etc.)
- f. Use of Subcontractors:** The proposal must specifically identify if any aspects of the project may be completed by a subcontractor. Specific project tasks and the specific subcontractor to be used must be provided.
- g. Proposer Information Form:** A completed Proposer Information Form must be provided.
- h. Pricing:** Pricing provided must be for an all-inclusive project, including:
- Working with FMPA and the Market Research Task Force as described in the Research Services section of this RFP.
  - Conducting the survey.
  - Compiling the results.
  - Preparing and delivering the survey report.
  - Providing insight and conclusions for the survey results.

If pricing varies based on the length of the survey, the proposal should include pricing based on three lengths: 1) four to five minutes, 2) six to eight minutes, and 3) nine to 12 minutes.

The proposal must clearly identify limits of the cost proposal to provide enough information to reasonably allow an evaluation and comparison to other proposals (including details on assumptions made to develop the cost estimate).

Proposers are asked to provide information regarding potential cost savings that may be achieved through economies of scale or other potential cost saving measures.

Any anticipated travel or per diem needs may be provided via a la carte pricing. However, an estimate of any required travel or per diem needs must be provided.

In addition to the items noted above, proposers are asked to include any additional items that may be

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needed to complete the services requested that may not have been identified in this RFP. Also, where possible, proposers are encouraged to present alternative approaches to achieving the intended goals of the project. Proposals should also include a description of any value-added services that can be provided by the firm to FMPA or the individual member utilities.

### 4. RFP Schedule

FMPA's timetable for this Request for Proposal (RFP) process is shown below. Note that the dates shown are only estimates and may be modified at any time by FMPA.

Public Notice/Distribution of RFP	August XX, 2016
Deadline for questions concerning the RFP	August XX, 2016
Sealed Proposal(s) Due Date	September 2, 2016
Notification of Award	September 16, 2016

### 5. Notice to Proposers

Sealed proposal packages will be received until 10:00 a.m. EDT on **September 2, 2016** ("Proposal Due Date") at the offices of the Florida Municipal Power Agency. Each proposer is required to submit a Proposer Information Form (included in this RFP package), other forms included in this package as appropriate, and any other information necessary to allow a complete evaluation of the proposal. Registered proposers will be notified through the issue of RFP addenda of any change in the Proposal Due Date or other necessary revision to information contained in this RFP. FMPA reserves the right to reject all proposals received after the Proposal Due Date.

One (1) original, one (1) electronic version, and four **(4) copies** of the proposal response package should be sealed and delivered to the following address:

Ms. Sharon Smeenk  
Member Services Manager  
Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, Florida 32819

Clearly legible on the outside of the sealed envelope shall be "Market Research Services", FMPA RFP# **2016-XXX**".

### 6. Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 180 days following the closing date. This period may be extended at FMPA's request only by written agreement of the proposer. The content of this RFP and the proposal of the successful proposer may be included by reference in any resulting contract.

A final contract including total project cost will be executed between FMPA and the successful proposer.

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A sample Services Agreement is included as Attachment A. Firms submitting proposals are asked to review the Agreement and specify on the Proposer Information Form if the firm takes any exceptions to the terms and conditions of the Agreement.

### **7. Extension Option**

This proposal may be extended by mutual agreement between FMPA and/or FMPA Members and the successful proposer(s).

### **8. Right of Rejection**

This RFP is not an offer establishing any contractual rights. This solicitation is solely an invitation to submit proposals.

FMPA reserves the right to:

1. Reject any and all proposals received in response to this RFP.
2. Waive any requirement in this RFP.
3. Not disclose the reason for rejecting a proposal.
4. Not select the proposal with the lowest price.
5. Seek and reflect clarifications to proposals.

### **9. Interpretations and Addenda**

All questions regarding interpretation of this RFP, technical or otherwise, must be submitted by August 26, 2016 in writing to the following:

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

By Email: [sharon.smeenk@fmpa.com](mailto:sharon.smeenk@fmpa.com)

Only written responses provided by FMPA to proposers' questions will be considered official. A verbal response by FMPA will not be considered an official response. Written responses to questions and requests for interpretations will be provided to the proposer posing the question or making the request unless the question and answer are applicable to the RFP process in general, in which case, at FMPA's discretion, the question and answer may be provided to all interested parties.

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### **10.Errors, Modifications or Withdrawal of Proposal**

Each proposer should carefully review the information provided in the RFP prior to submitting a response. The RFP contains instructions which should be followed by all proposers. Modifications to proposals already received by FMPA will only be accepted prior to the Proposal Due Date. Proposals may be withdrawn by giving written notice to FMPA prior to the Proposal Due Date.

### **11.Proprietary Confidential Business Information**

All proposals shall be the property of FMPA. Pursuant to Section 119.071(1) (b), Florida Statutes (2014), all sealed packages submitted to FMPA in response to this RFP are exempt from the public records disclosure requirements of Article 1, section 24(a) of the Florida Constitution and section 119.07(1), Florida Statutes, until such time as FMPA provides notice of a decision or 30 days after proposal opening, whichever is earlier. FMPA will not disclose to third parties any information labeled "Confidential" in a proposal, unless such disclosure is required by law or by order of any court or government agency having appropriate jurisdiction.

However, FMPA reserves the right to disclose any information contained in any proposal to third parties for the sole purpose of assisting in the proposal evaluation process.

The proposals received in response to this RFP will be reviewed by a Task Force, comprised of representatives from FMPA member utilities. Therefore, a Public Notice will be required for Task Force meetings, and the meetings may be open to the public in accordance with applicable Florida law.

### **12.Proposer Qualifications**

FMPA will accept proposals from firms knowledgeable in providing the requested services. Proposers unfamiliar to FMPA may be required to provide proof of experience.

### **13.Evaluation Process**

The proposals will be evaluated based on information provided by each proposer by the Proposal Due Date. No additional data will be considered after the Proposal Due Date, except for clarifications requested by FMPA. FMPA will evaluate the proposals in terms of cost and other quantitative and non-quantitative factors.

Selection and rejection of proposals and notification of proposers at all stages will remain entirely with FMPA's discretion. FMPA intends to notify proposers not selected under this solicitation within a reasonable amount of time.

### **14.Public Entity Crimes Statement**

Pursuant to Section 287.133(2) (a), Florida Statutes (2014), all proposers should be aware of the following:

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“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 a public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

### **15. Collusion**

By offering a submission pursuant to this RFP, the respondent certifies that they have not divulged, discussed, or compared its proposal with other proposers and has not colluded with any other proposers or parties to this proposal package whatsoever.

### **16. Drug Free Workplace**

Whenever two or more responses to this RFP are identical with respect to quality, delivery, and service are received, preference shall be given to a respondent that certifies that it has implemented a drug-free work-place program by completing and executing the attached Drug Free Workplace Statement.

### **17. Final Contract**

Any final contract(s) that result from the proposal evaluation and negotiation process may need to be submitted to FMPA’s Executive Committee and/or Board of Directors for approval.

### **18. Other FMPA Members**

It is anticipated and our intent that municipal electrical utilities other than those participating FMPA members may wish to purchase the specified services. Therefore, the bidder(s) is requested to extend the quoted price to any municipal system. In that event, all of the applicable terms and conditions of this specification shall apply.

### **19. Use of Ideas**

All materials submitted in response to the RFP become the property of FMPA and will be returned only at the option of FMPA. Except as otherwise prohibited by law, FMPA has the right to use any and all ideas presented in response to this RFP. Selection or rejection of a proposal does not affect this right.



## DRUG-FREE WORKPLACE COMPLIANCE FORM

### IDENTICAL TIE PROPOSALS

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

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

(Name of business)

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

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

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

\_\_\_\_\_  
Date

**PROPOSER INFORMATION FORM**

\_\_\_\_\_ We DO NOT take exception to the Proposal Specifications or Services Agreement.

\_\_\_\_\_ We TAKE exception to the Proposal Specifications and/or Services Agreement as follows:

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Company Name:

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By:

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(Authorized Person's Signature)

---

(Print or type name and title of signer)

Company Address

---

---

Telephone Number:

Toll Free Number:

---

Contact Person Name:

Contact Email:

---

Date:

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**ATTACHMENT A**  
**SERVICES AGREEMENT**

## **Services Agreement**

This Services Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and [Contractor], with its principle place of business located at [ADDRESS], ("Contractor").

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

Contractor is company offering [SERVICES]. The parties desire for Contractor to perform the services more fully described in this agreement and Schedule A.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

### **Section 1. Scope of Services**

Contractor shall provide its services (the "Services") to FMPA as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference and which may be amended at the sole discretion of FMPA. In the event that any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, the terms of this agreement shall control.

### **Section 2. Term & Termination**

This agreement shall become effective upon the date stated in the introductory clause of this agreement, and shall remain in effect until the Service have been fully performed.

At any time, FMPA may terminate this contract, in whole or in part, for failure of Contractor to perform in accordance with the terms of this contract, or for any reason, at FMPA's sole discretion, upon 30 days prior written notice. Contractor may terminate this contract for cause upon 30 days prior written notice.

Upon Contractor's receipt of FMPA's notice of termination, Contractor shall cease all performance related to the Services, unless directed to do otherwise by FMPA in writing. FMPA shall pay Contractor for any Services that were completed by Contractor prior to the termination of this agreement. Upon such termination, Contractor shall submit to FMPA a final invoice in a manner that is sufficient for FMPA to verify the Services performed by Contractor prior to the date of termination. In no event shall the final reimbursement include any anticipated profits or revenue or other economic loss for unperformed services. No payment shall be made for any work

performed by Contractor after the termination date unless Contractor is expressly requested in writing to perform such work by FMPA.

### **Section 3. Compensation and Payment**

FMPA shall pay Contractor for Services furnished under this agreement upon submission of invoice(s) as described in Schedule A. Contractor shall not furnish additional services or incur additional expenses without written authorization and additional funding from FMPA. FMPA shall make payment for completed Services within 30 days after receipt of an invoice.

### **Section 4. Independent Contractor Status**

It is understood and agreed that Contractor is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Contractor agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Contractor will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Contractor for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA. Contractor agrees that it shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract.

### **Section 5. Standard of Care**

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Contractor represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices.

### **Section 6. Confidentiality**

(a) For purposes of this Section 6, "Confidential Information" means the confidential and proprietary information of a party (including, with respect only to FMPA, the confidential and proprietary information of any one or more of its member municipal electric utility systems, including the FMPA), and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature whatsoever, whether oral, written or recorded in another medium, relating to the business of a party (including, with respect only to FMPA, the business of one or more of its member electric utility systems, including the FMPA) which has been or may afterwards be provided or disclosed in relation to the Services. Each party may disclose

its Confidential Information (including, with respect only to FMPA, the Confidential Information of any one or more of its member municipal electric utility systems, including the FMPA) (the "Disclosing Party") to the other Party (the "Receiving Party"). Tangible items of Confidential Information may be marked "CONFIDENTIAL" or "PROPRIETARY" or "CONFIDENTIAL AND PROPRIETARY" by either party, except that no such mark is necessary to cause tangible items to be considered Confidential Information if such tangible items are otherwise included in the definition provided in this section.

(b) The Receiving Party agrees that Confidential Information received must be considered confidential and proprietary property of the Disclosing Party and the Receiving Party, unless prohibited by Florida law, shall hold the same in confidence, and shall not use Confidential Information for purposes other than the purposes contemplated by this agreement, which for Contractor is limited to its rendering of the Services to or for the FMPA. The Receiving Party, to the extent permitted by Florida law, shall not disclose, publish, or otherwise reveal any Confidential Information to any third party whatsoever except after receipt of the specific prior written authorization of the Disclosing Party. Contractor, as the Receiving Party, further agrees, without limiting the other provisions of this agreement, to not utilize the Confidential Information received in association with the agreement, in any way, for any client other than the FMPA and for any matter other than in performance of the Services contemplated hereunder.

(c) Notwithstanding any other provision of this contract, FMPA as the Receiving Party may disclose Confidential Information if necessary, in the opinion of legal counsel for FMPA, to comply with applicable law (including, without limitation, the Florida Public Records Law, Chapter 119, Florida Statutes), order, regulation, ruling, subpoena, or order of a governmental authority or tribunal with competent jurisdiction. In the event that FMPA as the Receiving Party is requested or required to disclose any Confidential Information, FMPA shall promptly notify Contractor of the request or requirement prior to disclosure, if reasonably possible, so that Contractor may, if it elects, seek an appropriate protective order or other designation of such Confidential Information as containing trade secrets or other commercially sensitive information or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. All costs of seeking any protective order or other designation and for contesting, limiting, or protecting the disclosure of Confidential Information in response to a valid request to or demand upon FMPA as the Receiving Party shall be borne and paid in full by Contractor. With respect to any disclosure made by FMPA as the Receiving Party pursuant to this section 3, FMPA shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(d) The Receiving Party has no obligation under this agreement with respect to Confidential Information which (1) is, or becomes publicly available without breach of this agreement by the Receiving Party; (2) is rightfully received by the Receiving Party without obligations of confidentiality; (3) is developed by the Receiving Party without breach of this agreement; or (4) is a public record which Receiving Party is obligated by Florida law to disclose to a third party in the opinion of legal counsel for the Receiving Party; provided however, the Confidential Information described in clauses (1), (2), (3), and (4) of this section shall not be disclosed, in response to a formal request, until 20 days after written notice (as defined in section 10) of the intent to disclose is given to the Disclosing Party along with the asserted grounds for disclosure (unless pursuant to clause (4) only a shorter response is required by Florida law and the Disclosing Party is given advance notice of such response requirement by the Receiving Party not less than one business day prior to disclosure by the Receiving Party).

## **Section 7. Insurance**

Contractor shall maintain, at its own expense, insurance during the performance of the Work under this contract, with the limits of liability of not less than the following:

Worker's Compensation: Statutory

Automobile: \$500,000 Combined Single Limit

Contractor shall provide FMPA with Certificates of Insurance evidencing these insurance requirements and naming FMPA as an additional insured, except on the worker's compensation policy, prior to the start of work. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Contractor. Any insurance or self-insurance programs maintained by FMPA do not contribute with insurance provided by the Contractor under the Agreement. Contractor shall provide FMPA with at least 10 days notice of cancellation of any such insurance. At no time shall Contractor be without insurance in the above amounts during any performance related to this contract.

## **Section 8. Indemnification**

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Contractor during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA arising from the negligence of Contractor while performing work under this Agreement. The liability of the Contractor is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability.

## Section 9. General Terms and Conditions

- (a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.
- (b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.
- (c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.
- (d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.
- (e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY

Contractor

By: \_\_\_\_\_

By: \_\_\_\_\_



## **Schedule A**

## **Draft Evaluation Criteria**

FMPA RFP #2016-XXX for Market Research Services	
DESCRIPTION OF SERVICES AVAILABLE & PROJECT CONCEPT/APPROACH	Weighted Score
DETAILED COST ESTIMATE & ITEMIZED PRICING	Weighted Score
SCHEDULE OR PROJECT TIMELINE	Weighted Score
EXPERIENCE IN PROVIDING SIMILAR SERVICES	Weighted Score
QUALIFICATIONS OF STAFF ASSIGNED TO PROJECT	Weighted Score
SAMPLE OF WORK	Weighted Score
IN-HOUSE RESOURCES NECESSARY TO PROVIDE SERVICES	Weighted Score
REFERENCES	Weighted Score
TOTAL SCORE	

[illegible]

NOTES:	
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## **List of Potential Bidders**

**FMPA Market Research Task Force  
Request for Proposals for Market Research Services**

**List of Potential Bidders**

- APPA Online Suppliers' Guide
- Creative Consumer Research – Houston, TX
- DHM Research – Portland, OR
- Great Blue Research – Cromwell, CT
- Mason-Dixon Polling and Research – Jacksonville, FL
- MSR Group – Omaha, NE
- Smart Electric Power Alliance (SEPA)