



F L O R I D A M U N I C I P A L P O W E R A G E N C Y

**REQUEST FOR PROPOSALS  
FOR  
PROVISION OF  
ELECTRIC UTILITY TRANSMISSION &  
DISTRIBUTION SYSTEM  
CONSTRUCTION & MAINTENANCE  
SERVICES**

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

# REQUEST FOR PROPOSALS

(This is not an order)

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

RFP FMPA 2016-202

Date Issued: April 26, 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 FRIDAY, MAY 27, 2016, WHICH WILL BE IN THE FMPA FIRST FLOOR CONFERENCE ROOM LOCATED IN THE FMPA BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

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

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## DESCRIPTION

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**APRIL 2016**

**Florida Municipal Power Agency  
Request for Proposals for Electric Utility Transmission & Distribution Construction and  
Maintenance Services**

See attached Request for Proposals, 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.

**ADVERTISEMENT**

Proposal For

**April 2016**

**FLORIDA MUNICIPAL POWER AGENCY  
REQUEST FOR PROPOSALS FOR ELECTRIC UTILITY TRANSMISSION & DISTRIBUTION CONSTRUCTION  
AND MAINTENANCE SERVICES**

**REQUEST FOR PROPOSALS  
FMPA 2016-202**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until 10:00 a.m., May 27, 2016, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for the provision of Electric Utility Transmission & Distribution Construction and Maintenance Services as more fully described in the Request for Proposals package.

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

Proposals will be accepted for Electric Utility Transmission & Distribution System Construction and Maintenance Services from companies who have established, through demonstrated expertise and experience, that they are qualified to provide the services as specified.

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

Nicholas P. Guarriello  
General Manager and CEO  
Florida Municipal Power Agency

# **FLORIDA MUNICIPAL POWER AGENCY**

## **Request for Proposals for Electric Utility Transmission & Distribution Construction and Maintenance Services**

### **1. FMPA Description**

Formed by Florida's municipal electric utilities in February 1978, the Florida Municipal Power Agency (FMPA or the Agency) is a non-profit, governmental, wholesale electric utilities company created to serve the needs of municipal electric utilities in Florida. Of the 34 municipal systems in the State, 31 are FMPA members who participate at varying levels in Agency activities. A map of the 31 FMPA Members is provided in Appendix A.

In addition to bulk power supply and associated services, many FMPA members participate in various joint purchasing activities.

### **2. Introduction - General Description of Services Sought**

FMPA is seeking to select one or more entities to provide Transmission & Distribution (T&D) Construction and Maintenance Services to FMPA Members. FMPA is seeking proposals from firms with experience in working with a range of both overhead and underground distribution systems up to 35 kV and transmission systems up to 230 kV. Note: Some transmission projects may require work on energized transmission systems.

The scope of work may include, but is not limited to: removal and replacement of wood, concrete or steel distribution and/or transmission poles (including hardware); upgrades to existing transmission or distribution lines; replacement or upgrade of overhead and padmount transformers; construction and installation of new distribution or transmission lines; construction or upgrade of utility infrastructure; and other related projects.

The work to be performed by the Contractor includes permitting, inspecting, furnishing all labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to modify, construct, complete, deliver and place in operation member projects.

Contractors submitting proposals in response to this Request for Proposal (RFP) may elect to submit proposals to perform all types of work requested or only selected items, depending on the firm's expertise. If a firm elects to exclude specific types of work from its proposal, such exclusions must be noted in the proposal and on the pricing bid forms (Pages BF-2 through BF-9).

### **3. Overview**

This is a joint solicitation issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of the following Participating Members:

City of Alachua  
City of Bartow  
Beaches Energy Services

City of Bushnell  
Keys Energy Services  
City of Newberry

Upon selection of the awarded Contractor(s), FMPA will enter into a Master Agreement specifying terms and conditions and base pricing. Participating Member(s) will request a Scope of Work and associated cost estimate on a project-specific basis from the selected Contractor(s). Each Participating Member will issue a Purchase Order with project-specific technical specifications. In addition, the Participating Member Purchase Order may carry additional terms and conditions as required by the Participating Member. All project-specific direction, guidance and invoicing will be conducted between the Participating Member and the selected Contractor(s).

**4. Participating Members**

This RFP is requesting proposals for T&D Construction and Maintenance Services to be provided to Participating Members. It is anticipated that municipal electrical systems other than those "Participating Members" listed in Section 3 may also wish to obtain T&D Construction and Maintenance Services. Therefore the awarded Proposer(s) is also requested to offer its quoted price to any FMPA member. In that event, all of the applicable terms and conditions of this RFP shall apply. A map showing the FMPA members is included in Appendix A.

**5. Purchasing Services**

Subsequent to the award, the Participating Members named above, will through their own initiative issue Purchase Orders to the Contractor(s) awarded the agreement pursuant to this Request for Proposal. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs or damages incurred pursuant to any agreement (Purchase Order) entered into by them with the successful proposer or offeror to this solicitation.

**6. FMPA's Responsibility**

FMPA is responsible to administer the solicitation of the bids and the subsequent recommendation for award. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

**7. Indemnity**

After notification of award, the successful bidder shall indemnify and save harmless FMPA from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgements, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefor.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of FMPA as set forth in Florida Statute 768.28.

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

**8. Notice to Proposers**

Sealed proposal packages will be received until 10:00 a.m. EDT on May 27, 2016 ("Proposal Due Date") at the offices of Florida Municipal Power Agency. Each proposer is required to submit a Proposer Information Form (included in this RFP package), other forms included in this package as appropriate, and all other information necessary to allow a complete evaluation of the proposal. Registered proposers will be notified through the issue of RFP addenda of any change in the Proposal Due Date or other necessary revision to information contained in this RFP. FMPA reserves the right to reject all proposals received after the Proposal Due Date.

One original hard copy (including original signatures) and one electronic version 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 "T&D Construction and Maintenance Services, FMPA RFP 2016-202".

**9. Duration of Offer**

Proposals submitted in response to this RFP are irrevocable until October 27, 2016. This period may be extended at FMPA's request only by written agreement of the proposer. The content of this RFP and the proposal of the successful proposer will be included by reference in any resulting contract.

**10. Term and Extension Option**

The term of this agreement shall be for four years, with four (4) one-year options for extension by mutual consent. Prices as stated herein will be firm for the first two years of the agreement, with pricing updates considered for years three and four.

## **11. Right of Rejection**

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

FMPA reserves the right to:

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

## **12. Proposal Contents**

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

1. Detailed description of the type of services that can be provided;
2. Demonstration of first-hand experience in providing similar services to those requested in this RFP;
3. Description of the resources available, including staffing levels, qualifications of staff (i.e., number of journeyman, apprentices, etc.), equipment and capabilities; and locations of offices, service yards, equipment;
4. Overview of employee training programs;
5. General description of how cost estimates will be developed for projects;
6. General description of how projects will be staffed, managed, and completed, including project management and invoicing practices;
7. Identification of any services that may be provided by a subcontractor;
8. List of at least five references for which similar projects were conducted, including name, company, title, phone number and email address, and a brief description of the project including the start and end dates;
9. EMR Safety Rating for the past three years; and
10. Fully executed forms as provided in Appendix B - Bid Forms.

**13. RFP Schedule**

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

Public Notice/Distribution of RFP	April 26, 2016
Sealed Proposals Due Date	May 27, 2016
Award	June 17, 2016

**14. Performance Bond/Surety**

Neither a bid nor a performance bond or surety is required pursuant to this RFP. However, each Participating Member(s) may require a performance bond or surety for individual projects.

**15. Budgetary Constraints**

The Florida Municipal Power Agency and the Participating Members reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

**16. Interpretations and Addenda**

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

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

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

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

Only written responses provided by FMPA to proposers' questions will be considered official. A verbal response by FMPA will not be considered an official response. Written responses to questions and requests for interpretations will be provided to all potential proposers. Copies of all addenda issued in connection with this RFP may be sent to all potential proposers.

**17. Errors, Modifications or Withdrawal of Proposal**

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

**18. Proprietary Confidential Business Information**

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

**19. Default and Damages Provisions**

FMPA will negotiate standard terms and conditions for default and damages with the awarded Contractor(s). All proposers are requested to include proposed default and damages provisions in their proposals. However, individual Participating Members may choose the standard terms and conditions, or negotiate different terms and conditions with the awarded proposer(s), depending on local requirements.

**20. Public Entity Crimes Statement**

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all proposers should be aware of the following:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**21. Collusion**

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

1. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor
2. Any prices and/or cost data quoted for this proposal have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to

the scheduled opening directly or indirectly to any other proposer or to any competitor

3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition
4. The only person or persons interested in this proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into and
5. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Proposer for the purpose of doing business.

**22. Drug Free Workplace**

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

**23. Subcontracted Services**

Proposal should indicate which, if any, of the services to be provided would be subcontracted by the proposer to independent contractors. In addition, Contractor(s) must notify Participating Member(s) any time work will include subcontracted services. Participating Member(s) maintain the right to reject the proposed subcontractor for specific project work.

**24. Definitions**

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

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

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

PARTICIPANT CONTRACT – The aggregation of all documents that constitute the binding agreement between the Contractor and a Participating Member. The Participant Contract may include but shall not be limited to The Award or

Agreements that result from this solicitation, Participant Blanket Orders, Participant Purchase Orders, Order Releases, and all attachment agreements.

**PARTICIPATING MEMBER** – A FMPA Member engaged in the specific procurement activity specified in the Request for Proposal, Invitation to Bid, Award, or agreement. The actual Participating Member may change over the term of the Award and new Participants may be added or removed. The terms Participating Member and Participants may be used interchangeably throughout this document.

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

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

**25. Entire Contract**

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

**26. Acceptance of Services**

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

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

## **27. Site Access Conditions**

Participating Member shall provide Contractor access to the Facility as necessary to perform the Services. Access shall be subject to Contractor's obligation to comply with the following conditions:

1. Contractor shall confine its activities to only those portions of the Facility necessary for performance of the Services.
2. Contractor shall take all safety measures reasonably necessary to protect Participating Member, its permittees and licensees and the property of each, from injury or damage caused by or resulting from the performance of Services. Contractor shall follow any and all safety and security procedures established by Participating Member for the Facility. In the event of a security emergency, Participating Member may deny Contractor access to a Facility or request that Contractor leave the Facility.
3. Contractor shall maintain all required insurance coverage's set forth in Section 28 at all times during the term of the Purchase Order.
4. Contractor's performance of Services shall not interfere with the use, occupancy or enjoyment of the Facility by Participating Member.
5. No work or activity performed as part of the Services shall cause Participating Member to be in violation of any requirement of law nor shall Contractor or any agent, employee or representative violate any federal, state or local laws while performing Services.
6. All Services shall be performed in a manner that will not damage the Facility and Contractor shall promptly notify Participating Member and shall be responsible for the cost of repairing any such damage should it occur.
7. Participating Member rules on maintaining a drug-free workplace shall be strictly followed and enforced by Contractor with respect to all of its employees or subcontractors and none of Contractor's employees, subcontractors, agents or representatives shall be permitted to use non-prescription drugs or alcohol at any Participating Member Facility.

## **28. Required Insurance**

The Contractor shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below. Contractor shall furnish Participating Member a copy of the insurance certificate prior to starting the work on site:

### **1. Workers Compensation and Employers Liability.**

This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease, or death to employees which, for any reason, may not fall within the provisions of a state workers compensation law. The policy shall include an "all states" or "other states" endorsement.

The liability limits shall not be less than:

Workers' Compensation Statutory

Employers Liability \$100,000 each

**2. Commercial General Liability**

This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor under the paragraph entitled "Indemnities" and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than \$2 million in combined single limit for bodily injury and property damage.

**3. Automobile Liability Policy**

This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against all claims for injuries arising out of use of any auto including own, hired, or non-owned autos. Limits of liability will not be less than \$1 million in combined single limits for bodily injury and property damage.

**4. Additional Insured**

All insurance coverages furnished under this contract, with the exception of workers compensation and employer's liability shall include the Participating Member as an additional insured with respect to the activities of the Contractor.

**5. Waiver of Subrogation**

The Contractor shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers.

Contractor shall furnish Participating Member with certificates of insurance as evidence that the policies required under the Purchase Order is in full force and effect.

**29. Termination for Default**

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

**30. Termination for Participating Member's Convenience**

Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member

shall pay Contractor for any Services performed under the Specifications of the Bid Package prior to the termination date.

**31. Warranties and Liquidated Damages**

Specific stipulations for Warranties and Liquidated Damages will be incorporated into the Master Agreement between FMPA and the selected Contractor(s).

**32. Licenses/Compliance with Laws**

Contractor shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services. Contractor shall pay all costs of such licenses, permits and authorizations and all costs and expenses incurred in obtaining and maintaining them. The Contractor shall comply with the standards of the NESC and OSHA as well as all federal, state and local laws, and rules and regulations that are applicable to the performance of the services requested by Participating Member.

**33. Hazardous Materials of Contractor**

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

**34. Safety and Protection**

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

prevent damage, injury or loss to:

1. All persons on the site who may be affected by the project work;
2. All Work and materials and equipment to be incorporated therein, whether in storage on or off of the project site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of the project.

**35. Control of Work and Subcontractors**

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

**APPENDIX A**  
**LOCATION OF FMPA MEMBERS & ZONES**

# LOCATION OF FMPA MEMBERS State of Florida



**APPENDIX B  
BID FORMS**

## **DISPUTE DISCLOSURE**

**Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.**

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES                       NO

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES                       NO

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES                       NO

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

***Project: FMPA RFP# 2016-202***

\_\_\_\_\_  
**Firm**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Officer Title**

\_\_\_\_\_  
**Printed or Typed Name**

**EXCEPTIONS & CLARIFICATIONS**  
FMPA RFP 2016-202

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

\_\_\_\_\_ We TAKE exception 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:

---

Fax Number:

---

Date:

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# DRUG-FREE WORKPLACE COMPLIANCE FORM

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned proposer in conformity with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**FMPA RFP 2016 – 202  
Overhead Distribution System Pricing**

**Contractor Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PRICING:**

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the proposal.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

<b>Overhead Distribution System Work</b>				
<b>Description</b>				<b>Unit Price</b>
Mobilization Rate for 3-person crew <sup>1</sup> , including bucket truck				\$
Mileage Rate for 3-person crew <sup>1</sup> , including bucket truck (per mile)				\$
<i><sup>1</sup> For estimation purposes, a 3-person crew must include a minimum: 1 Foreman, 1 Journeyman Lineman, 1 Apprentice.</i>				
<b>Hourly Labor Rates (\$/Hr)</b>				
	<b>Groundman</b>	<b>Apprentice</b>	<b>Journeyman Lineman</b>	<b>Foreman</b>
<b>Standard Rate</b>				
<b>Overtime Rate</b>				
<b>Rate for Energized Work</b>				
<b>Overtime Rate for Energized Work</b>				
Please note the location that mobilization begins and ends for each FMPA Member Zone noted in Appendix A ( <i>for calculation purposes</i> ):				
<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>
<input type="checkbox"/> Check here if you decline to bid on Overhead Distribution System Work				

**FMPA RFP 2016 – 202  
Underground Distribution System Pricing**

**Contractor Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PRICING:**

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the proposal.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

<b>Underground Distribution System Work</b>				
<b>Description</b>			<b>Unit Price</b>	
Mobilization Rate for 3-person crew <sup>1</sup>			\$	
Mileage Rate for 3-person crew <sup>1</sup> (per mile)			\$	
<sup>1</sup> For estimation purposes, a three-person crew must include a minimum - 1 foreman, 1 lineman, 1 apprentice				
<b>Hourly Labor Rates (\$/Hr)</b>				
	<b>Groundman</b>	<b>Apprentice</b>	<b>Journeyman Lineman</b>	<b>Foreman</b>
<b>Standard Rate</b>				
<b>Overtime Rate</b>				
<b>Rate for Energized Work</b>				
<b>Overtime Rate for Energized Work</b>				
Please note the location that mobilization begins and ends for each FMPA Member Zone noted in Appendix A (for calculation purposes):				
<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>
<input type="checkbox"/> Check here if you decline to bid on Underground Distribution System Work				

**FMPA RFP 2016 – 202  
Transmission System Pricing**

**Contractor Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PRICING:**

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the proposal.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

<b>Transmission System Work</b>					
	<b>Unit Price</b>				
Mobilization Rate for 5-person crew <sup>2</sup> , including bucket truck	\$				
Mileage Rate for 5-person crew <sup>2</sup> (per mile)	\$				
<i><sup>2</sup>For estimation purposes, a five-person crew must include a minimum - 1 foreman, 2 linemen, 2 apprentices</i>					
<b>Hourly Labor Rates (\$/Hr)</b>					
	<b>Groundman</b>	<b>Apprentice</b>	<b>Journeyman Lineman</b>	<b>Foreman</b>	
<b>Standard Rate</b>					
<b>Overtime Rate</b>					
<b>Rate for Energized Work</b>					
<b>Overtime Rate for Energized Work</b>					
Please note the location that mobilization begins and ends for each FMPA Member Zone noted in Appendix A ( <i>for calculation purposes</i> ):					
	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>
<input type="checkbox"/> Check here if you decline to bid on Transmission System Work					

**FMPA RFP 2016 – 202**  
**Miscellaneous Equipment and Charges - Pricing**

**Contractor Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PRICING:**

Please provide general pricing information for the following. This pricing will be used for comparative purposes to evaluate proposals, in conjunction with qualifications provided in the proposal.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

<b>Miscellaneous Charges</b>	
<b>Description</b>	<b>Unit Price</b>
Hourly Rate for Digger Derrick Truck	\$
Hourly Rate for Crew Truck	\$
Hourly Rate for Underground Truck	\$
Hourly Rate for Wire Puller	\$
Hourly Rate for Wire Trailer	\$
Hourly Rate for Pole Trailer	\$
Hourly Rate for Bucket Truck - 46 thru 65 feet Boom/Bucket	\$

<b>Miscellaneous Charges</b>	
(Continued)	
<b>Description</b>	<b>Unit Price</b>
Hourly Rate for Bucket Truck - 100 foot Boom/Bucket	\$
Hourly Rate for Bucket Truck – 140 foot Boom/Bucket	\$
Hourly Rate for Trencher	\$
Hourly Rate for Backhoe	\$
Per Diem Rate per person	\$
Per Diem “Premium” rate per person for specific FMPA Member locations (Please specify zones or member locations in the section below.)	\$
Charge if work is cancelled prior to mobilization	\$
Charge if work is cancelled after mobilization	\$
Mark-Up for Materials	%
Additional Information, Notes or Clarifications on pricing provided:	

**Contractor Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>Exclusions</b>
Please note any specific type of work or projects that your firm is unable or unwilling to perform under this RFP:

## STATEMENT OF NO PROPOSAL

Sharon Smeenk  
Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, FL 32819

We, the undersigned, have declined to submit a proposal on your Request for Proposals Number 2016-202, Florida Municipal Power Agency Provision of Electric Utility Transmission & Distribution System Construction and Maintenance Services - for the following reasons:

- We do not offer this service/product.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Other

We understand that if the Statement of No Proposal letter is not executed and returned, our name may be deleted from the list of qualified proposers of the Florida Municipal Power Agency.

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

By: \_\_\_\_\_  
(Authorized Person's Signature)

\_\_\_\_\_  
(Print or type name and title of signer)

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

\_\_\_\_\_

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

Toll Free Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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