



Florida Municipal Power Agency

REQUEST FOR PROPOSALS

FOR

HUMAN RESOURCES CONSULTING

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)

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

RFP FMPA 2021-241

Date Issued: February 15, 2021

Telephone: (407) 355-7767

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL DEADLINE AT **2:00 PM ON MONDAY, MARCH 15, 2021.**

- 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.

DESCRIPTION

FEBRUARY 2021

Florida Municipal Power Agency Request for Proposals for Human Resources Consulting Services

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

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

ADVERTISEMENT

Proposal For

February 2021

**FLORIDA MUNICIPAL POWER AGENCY
REQUEST FOR PROPOSALS FOR
HUMAN RESOURCES CONSULTING SERVICES**

**REQUEST FOR PROPOSALS
FMPA 2021-241**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until 2:00 PM ON MONDAY, MARCH 15, 2021.

The proposal is for the Human Resources Consulting 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, or via Internet download at <https://fmpa.com/doing-business-with-us/>.

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 Human Resources Consulting 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.

Jacob Williams
General Manager and CEO
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY
Request for Proposals
for
Human Resources Consulting Services

1. Purpose of Request for Proposals

- 1.1. The Florida Municipal Power Agency (FMPA or the Agency) hereby issues a Request for Proposals (RFP) for Human Resources consulting services to review and make recommendations on FMPA's job classifications and compensation plan.
- 1.2. The deadline for RFP responses is **Monday, March 15, 2021 at 2 p.m.**

2. Background on FMPA

- 2.1 FMPA is a wholesale power agency owned by 31 municipal electric utilities. FMPA provides competitively priced power and value-added services to support community-owned electric utilities. FMPA is a public agency, based in Orlando, Fla., whose primary purpose is to develop power supply projects and related services. FMPA owns power plants and supplies electricity at wholesale to city-owned power companies, which in turn sell electricity at retail to businesses and individual customers.
- 2.2 Thirty-one municipal electric systems are members of FMPA. Each member appoints one representative to FMPA's Board of Directors, which governs the Agency's activities, except for activities of the All-Requirements Project (ARP). FMPA has a 13-member Executive Committee, which governs and manages the business affairs of the ARP.
- 2.3 FMPA has a staff of 72 full-time equivalent employees (FTEs), of which 68 are full-time employees. FMPA's divisions include: 1) executive staff, 2) general counsel and compliance, 3) power resources, 4) finance, 5) member services and public relations, 6) information and operations technology and 7) human resources and shared services.
- 2.4 Additional information about FMPA is available on the Internet at www.fmpa.com.

3. Scope of Services

- 3.1 The consulting firm selected through this RFP will work with the Vice President of Human Resources and Shared Services and the Human Resource staff to evaluate FMPA's compensation plan and job classifications.
- 3.2 Specific Aspects of the Proposed Scope:
 - 3.2.1 Review FMPA's compensation plan and make recommendations for improvements. If a new plan is recommended, specify what type of plan is recommended and develop a proposal for implementing the plan.

3.2.2 Review job descriptions to ensure proper job classifications. If new job descriptions are needed, make recommendations and assist in developing the job descriptions to ensure proper classifications.

3.3 Project Management and Reporting:

3.3.1 Week-to-week activities and progress will be communicated by the consultant to the Vice President of Human Resources and Shared Services.

3.3.2 Final recommendations will be presented to FMPA's General Manager and CEO and the VP of HR and Shared Services who will make final decisions on recommendations.

3.4 Changes to the Proposed Scope

3.4.1 The proposed scope described above represents FMPA's concept of the work anticipated and deliverables requested. This scope of work will be discussed in detail with the bidder(s) to develop an agreed upon project scope that incorporates the bidder's approach and FMPA's desired objectives. The bidder and FMPA will consider the project scope in light of the bidder's fees and the available FMPA budget. Changes in scope may be necessary in order to allow the selected bidder to meet the contractual project scope within available funding.

4. RFP Schedule

4.1 Public Notice and distributions of RFP on February 15, 2021

4.2 Sealed RFP Responses due on March 15, 2021.

4.3 Potential interview of short-listed firms on March 22, 2021.

4.4 Negotiation with approved vendor(s) on March 26, 2021.

4.5 Negotiations completed and award of contract to vendor(s) on April 1, 2021.

5. Responding Proposal Requirements

- 5.1 Proposals submitted in response to this RFP must include a completed “RFP Response Summary” form (see Attachment A) along with the following:
 - 5.1.1 Executive Summary: An executive summary for the proposal highlighting the bidder’s qualifications, relevant work experience, proposed approach to the delivery of services, and summary cost information.
 - 5.1.2 Firm’s Qualifications: A description of the bidder’s experience related to the requested service. A description of experience in the utility industry, including, if possible, the client names and work descriptions.
 - 5.1.3 Project Team’s Qualifications: Qualifications of the bidder’s assigned project leader and other personnel assigned to the project.
 - 5.1.4 Approach to Services: A description of the services to be provided that is sufficient to demonstrate understanding of the requested Scope of Services (Section 3) and to explain the bidder’s proposed approach to accomplishing the scope.
 - 5.1.5 Schedule: A project schedule for all work described in the Scope of Services (Section 3), including key schedule steps and milestones.
 - 5.1.6 Cost: A detailed cost estimate for completing each aspect of the Proposed Scope (see Section 3.2). A description of major project assumptions that influence the cost. A description of the bidder’s billing practice and payment terms.
 - 5.1.7 Other Information: Information available about the bidder’s philosophies regarding compensation and job classifications. A Description of any services that will be outsourced by the bidder.
- 5.2 Proposals submitted in response to this RFP may provide recommended changes to the Scope of Services (Section 3) or other suggestions that will reduce costs while maintaining or enhancing the final deliverables. However, bidders should provide a response to this RFP fully in compliance with the Scope of Services. FMPA may or may not, at its sole discretion, accept any suggestions.
- 5.3 Contract: In the Appendix section of this RFP is FMPA’s proposed contract for services. Respondents should identify exceptions to FMPA’s standard terms and conditions. FMPA, at its sole discretion, shall determine whether any exceptions made by a Respondent are material exceptions that render the Respondent’s proposal unresponsive and subject to rejection.

6. Submission of Proposal and Due Date

- 6.1 Three (3) copies of the proposal should be delivered to Florida Municipal Power Agency, ATTN: Sharon Adams, 8553 Commodity Circle, Orlando, FL 32819-9002 by 2 p.m. EST, March 15, 2021.
- 6.2 "Proposal for Human Resources Services, FMPA RFP No. 2021-241" must be clearly legible on the outside of the sealed submittals.

7. Proposal Evaluation

- 7.1 Evaluations of proposals will be based on the following criteria:
 - 7.1.1 Management and personnel qualifications.
 - 7.1.2 Approach to delivery of services.
 - 7.1.3 Relevant experience of firm.
 - 7.1.4 Price for the Scope of Services (Section 3) requested.
 - 7.1.5 The value of any cost-saving options presented, to the extent the options are acceptable to FMPA, at its sole discretion.

8. Interpretations and Addenda

- 8.1 Any questions about this RFP are to be e-mailed to sharon.adams@fmpa.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP. Questions received less than two days prior to the proposal due date (Section 6.1) may not be answered. Only questions answered by formal written Addenda will be binding.
- 8.2 Addenda also may be issued to modify the RFP as deemed advisable by FMPA's VP of Human Resources and Shared Services.

9. Conditions Established by FMPA

- 9.1 Late Submittals: Any responses submitted after the due date (Section 6.1) will not be considered and will be returned.
- 9.2 Rejection of Submittals: FMPA reserves the right to reject any and all submittals received in response to the RFP as determined to be in the best interest of FMPA. Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient.

- 9.3 All materials submitted in response to the RFP become the property of FMPA and will be returned only at the option of FMPA.
- 9.4 Responses to this RFP upon receipt by FMPA become public records subject to the provisions of Chapter 119, *Florida Statutes*, Florida's Public Records Law. Should a bidder feel that any portion or all of its response is exempt from the Florida Public Records Law, its response should clearly assert such exemption and the specific legal authority for the asserted exemption.

10. Cost in Development of Proposals

- 10.1 Costs for developing a response to the RFP are entirely the obligation of the bidder and shall not be charged in any manner to FMPA.

11. General Terms of Award

- 11.1 FMPA reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional proposals. Also, FMPA reserves the right to reject the proposal of any bidder if FMPA believes that it would not be in its best interest to make an award to that bidder.
- 11.2 FMPA reserves the right to award this RFP to multiple bidders.
- 11.3 FMPA may conduct such investigations, as it deems necessary, to assist in the evaluation of any proposal.
- 11.4 Responses to questions that occur during the proposal evaluation period may be included as part of the contract.
- 11.5 As a result of this RFP, FMPA intends to enter into a contract for the requested services. All material submitted with the proposal shall be considered a part of the proposal.
- 11.6 FMPA reserves the right to negotiate with the top ranked bidder in an attempt to meet a mutually acceptable contract. If, for any reason, a contract cannot be executed with the top-ranked company, FMPA will move to the second-ranked company and so on until a contract is executed.

12. Use of Ideas

- 12.1 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.

13. Modification and Withdrawal of Proposals

- 13.1 Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the opening date.
- 13.2 After the closing date, corrections in the proposals shall be permitted: 1) only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made; 2) the nature of the mistake is evident; and 3) the proposal price intended is evident. In lieu of proposal correction, a bidder alleging a material mistake of fact may be permitted to withdraw its proposal at the option of FMPA.

14. Non-Submittal of Proposal

- 14.1 If a potential bidder to whom FMPA sent the RFP decides not to submit a proposal, FMPA requests notification of that decision using Attachment B, "Statement of No Proposal". This notice of non-submittal must be submitted no later than the RFP response due date (Section 6.1). If a potential bidder does not submit a proposal and does not provide the Statement of No Proposal, FMPA may elect to remove that bidder from FMPA's distribution list for future RFPs.

ATTACHMENT A

RFP Response Summary

Human Resources Consulting Services, FMPA RFP No. 2021-241

Company Name: _____

Signed By: _____
Signature Date

Contact Person: _____
Print or type name and title

Company Address: _____

City, State, Zip: _____

Telephone Number: _____

Contact's E-mail: _____

	Estimated Hours	Cost
Compensation Plan		
Job Classifications		
TOTAL		

Three copies of the proposal must be delivered to the following address **by 2 p.m. EST on Monday, March 15, 2021:**

Florida Municipal Power Agency
ATTN: Sharon Adams, VP of Human Resources and Shared Services
8553 Commodity Circle
Orlando, FL 32819-9002

“Proposal for Human Resources Consulting Services, FMPA RFP No. 2021-241” must be clearly legible on the outside of the sealed envelope.

ATTACHMENT B

Statement of No Proposal

Florida Municipal Power Agency
ATTN: Sharon Adams, VP of Human Resources and Shared Services
8553 Commodity Circle
Orlando, FL 32819

Dear Ms. Adams:

RE: Human Resources Consulting Services, FMPA RFP No. 2021-241

We, the undersigned, have declined to submit a proposal for Florida Municipal Power Agency's Request for Proposal for Human Resources Consulting Services due March 15, 2021, for the following reason(s):

- We do not offer this service.
- Our schedule would not permit us to perform.
- We are unable to meet the specifications.
- Other: _____

We understand that if this Statement of No Proposal letter is not executed and returned to FMPA, our name may be deleted from FMPA's list of qualified proposers.

Company Name: _____

Signed By: _____
Signature Date

Print or type name and title

Company Address: _____

City, State, Zip: _____

Telephone Number: _____

**APPENDIX
SAMPLE AGREEMENT**

Consulting Services Agreement

This Consulting Services Agreement is entered into on this ___ day of _____, 2021, 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 [CONSULTANT], with its principle place of business located at [ADDRESS], ("Consultant").

FMPA is a municipal election 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.

Consultant is company offering expert advice, guidance and consulting in various areas. The parties desire for Consultant to perform the consulting 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

Consultant shall provide consulting 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.

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 Services hereunder have been completed or this agreement is terminated by either party upon (10) days written notice.

FMPA shall pay Consultant for any Services that were completed by Consultant prior to the termination of this agreement. Upon such termination, Consultant shall submit to FMPA a final invoice in a manner that is sufficient for FMPA to verify the Services performed by Consultant 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 Consultant after the termination date unless Consultant is expressly requested in writing to perform such work by FMPA.

Section 3. Compensation and Payment

FMPA shall pay Consultant for Services furnished under this agreement upon submission of invoice(s) as described in Schedule A. No minimum amount of work or amount payable is guaranteed under this agreement. Consultant shall not be required to furnish additional services or incur additional expenses without written authorization and additional funding from FMPA.

In addition to Consultant's hourly rate, FMPA shall reimburse Consultant for certain reasonable business related expenses supported by original receipt, which may include reasonable travel expenses, business mileage (paid at no more than the IRS approved rate), postage, copying, and other similar business related expenses. All requests for reimbursement of expenses will be subject to audit by FMPA.

FMPA shall make payment for completed Services within thirty (30) days after receipt of an invoice.

Section 4. Independent Contractor Status.

It is understood and agreed that Consultant is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Consultant 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. Consultant will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Consultant for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant 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.

Section 5. Standard of Care.

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Consultant 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 CONSULTANT 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. CONSULTANT, 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 contact, 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 CONSULTANT of the request or requirement prior to disclosure, if reasonably possible, so that CONSULTANT 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 CONSULTANT. 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

The CONSULTANT shall maintain in effect, to the extent that such insurance is available at reasonable cost, employer's liability, professional liability, comprehensive general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance with respect to employees and vehicles of the CONSULTANT assigned to the prosecution of the work under this Agreement in a maximum amount not less than \$1,000,000 per occurrence and statutory workmen's compensation protection.

Section 8. Indemnification

To the fullest extent permitted by law, the Consultant, 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 Consultant 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 Consultant while performing work under this Agreement.

Nevertheless, it is understood that the Consultant is providing his opinion and advice as a service to FMPA. It is recognized that Consultant is not an "authorized agent" of FMPA and that at no time may the Consultant commit FMPA or any of its affiliates to any commercial transaction without written direction to do so. Further, FMPA at its own and sole discretion may choose or not choose to implement or transact with other third parties based upon the Consultant's recommendation or advice. Notwithstanding other provisions of the Agreement, neither party shall be responsible to the other for any lost profits or consequential damages or special damages incurred by

either party or any third party as result of performance of the Services under the terms of this Agreement.

The liability of the Consultant 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.

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

CONSULTANT

By: _____

By: _____