



**Florida Municipal Power Agency**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**GEOGRAPHIC INFORMATION SYSTEM**

**(GIS) SERVICES**

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

# REQUEST FOR QUALIFICATIONS

(This is not an order)

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

RFQ FMPA 2021-244

Date Issued: April 19, 2021

Telephone: (407) 355-7767

SEALED RESPONSES MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT **10:00 A.M. on MAY 19, 2021**, WHICH WILL BE IN THE FMPA FIRST FLOOR CONFERENCE ROOM LOCATED IN THE FMPA BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Responses shall be submitted on the forms provided and must be manually signed.
- Responses shall be sealed in an envelope with the RFQ 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 Qualifications shall become part of any purchase order resulting from this Request for Qualifications.

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## DESCRIPTION

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**APRIL 2021**

**Florida Municipal Power Agency  
Request for Qualifications  
for  
Geographic Information System  
(GIS) Services**

See attached Request for Qualifications and Forms for detailed description.

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## **ADVERTISEMENT**

### **Request for Qualifications for Geographic Information System (GIS) Services**

**APRIL 2021**

#### **FLORIDA MUNICIPAL POWER AGENCY**

#### **REQUEST FOR QUALIFICATIONS RFQ 2021-244**

Sealed qualification responses will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until 10:00 a.m., May 19, 2021, when at that time Responses will be opened and logged publicly in the 1st floor Conference Room by an FMPA representative.

FMPA is publicly announcing its intent to receive qualifications for professional services in accordance with the Florida Consultants' Competitive Negotiations Act (CCNA – FS 287.055). Specifically, FMPA seeks qualifications from professional engineering firms (Firms) interested in serving as FMPA's Owner's Engineer for a potential GIS Services project as fully described in this Request for Qualifications (RFQ) package. The RFQ package describes how FMPA will select the most qualified Firms for negotiation of scope of services and contract (also called Master Services Agreement - MSA) at a level of compensation deemed fair, competitive and reasonable. The company that wins the Master Services Agreement will be given task assignments at such time as services are required. As such, this RFQ package does not convey any specific assignment to any responding company.

The RFQ is for the Geographic Information System (GIS) Services as more fully described in the Request for Qualifications package.

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

No response package may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of the responses. Response packages received after the day and time stated above will not be considered and will be returned to the responding Firm unopened.

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

Jacob Williams  
General Manager and CEO  
Florida Municipal Power Agency

# **FLORIDA MUNICIPAL POWER AGENCY**

## **REQUEST FOR QUALIFICATIONS for Geographic Information System (GIS) 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.

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

Florida Municipal Power Agency (FMPA) invites written proposals from qualified consultants interested in providing Geographic Information System (GIS) services to FMPA and its membership of municipal electric utilities. Services might expand to communications, water, sewer and gas utilities, public works and other departments.

FMPA is requesting detailed information regarding prospective firms' capabilities assisting FMPA and its members with a variety of GIS services including digital transformation of paper maps, field surveys, GIS creation and maintenance, mobile solutions for field workers, outage maps, damage assessment tools, reporting automation, dashboards, web publishing and business software integration with GIS.

FMPA members' deployment of GIS varies widely within the membership from inexistent to fully staffed GIS departments, therefore a wide range of services are needed. The prospective consultant should possess comprehensive knowledge of GIS, electric power distribution maps, proficiency with legacy and latest ESRI GIS software tools, experience providing services to small municipal utilities, and be capable performing geospatial analysis as needed.

### **3. Scope of Services**

The scope of services required by FMPA in connection with this RFQ covers the entire spectrum of services customarily provided to electric utilities by GIS professionals. The services provided should include, but need not necessarily be limited to, the following:

#### **A. GIS Strategic Plan**

- Assess current status and desired level of GIS deployment.
- Assess department-specific uses of GIS.
- Identify how GIS empowers internal staff, customers and other stakeholders.
- Identify how GIS would support organizational goals.
- Develop a GIS strategic plan tailored for the utility and determine cost.
- Determine opportunities for city-wide uses and cost sharing.

## **B. GIS Software and Hardware Selection**

- Review existing GIS assets, including but not limited to hardware, software, existing GIS data, system architecture and GIS staffing.
- Coordinate with ESRI representatives regarding software and system configuration needed (i.e. ArcMap, ArcGIS Pro, ArcGIS Online, etc.).
- Evaluate internal versus cloud-based hosting of GIS data.

## **C. GIS Processes Development**

- Review documentation and assess existing GIS procedures, methods and policies.
- Develop GIS update process to be followed by staff and in conjunction with the consultant.
- Develop ongoing processes to increase and maintain data integrity.

## **D. Digitizing Existing Maps**

- Digitize paper files, scanned drawings and AutoCAD files into GIS format.
- Create layers useful for electric distribution systems while digitizing paper maps (i.e. feeders, overhead, underground, transformers, switches, street lights, etc.).
- Create printable templates and online maps as needed.

## **E. System Inventory**

- Perform above and below ground utilities data collection including primary and secondary lines, taking special attention to phasing and construction type (horizontal or vertical).
- Collect poles GPS coordinates, height, type/class and manufacture date.
- Provide a list of overhead equipment attached to poles (i.e. down guys, street lights, transformers, arresters, fuses, reclosers, switches, primary meters, etc.).
- Provide a list of underground equipment (i.e. pad-mounted transformers, switchgears, tap boxes, pedestals, etc.).
- Survey, determine ownership and specify location (i.e. top, middle, bottom) of joint-use pole attachments.
- Develop pole and device numbering system to be used in the field and GIS.

## **F. GIS Development**

- Use system inventory data to create initial GIS concept.
- Identify essential and desired layers for GIS (landbase, parcels, service territory, poles, transformers, fuses, switches, etc.).
- Determine information requirements and develop specifications for layers representation following best practices.
- Determine labeling, features and information windows requirements.
- Create and document the geodatabase design.
- Validate, test and perform quality control of GIS.
- Determine and assist assigning responsibilities for building and maintaining GIS data layers or propose outsourcing as needed.
- Set up GIS databases to support engineering and management decision making processes.
- Create dashboard to track key metrics for programs like vegetation management, pole replacement and LED street lighting deployment.
- Create outage maps to be used in webpages and social media.

## **G. Mobile Solutions for Engineers and Field Workers**

- Advise on operating systems for mobile tablets and field laptops (i.e. Android, iOS, Windows, etc.).
- Advise on robust mobile tablets and laptops suitable for field workers.
- Review and evaluate mobile GIS solutions that can be utilized “off the shelf”.
- Deploy mobile versions for work order management system integrated with GIS.
- Evaluate and deploy damage assessment and emergency response mobile applications integrated with GIS.

## **H. Asset Management**

- Maintain an up to date system inventory in GIS.
- Use GIS to track life cycle of assets, their performance and optimizing the financial, risk and renew versus replace cycle.
- Assist using demand data identifying overloaded conductors and transformers for upgrade.

- Use expected load growth data to proactively prevent issues and planning remediation.
- Assist using work order information to forecast future materials needs.
- Assist using GIS data for capital improvement projects and planning.

#### **I. Business and Engineering Software Integration**

- Evaluate real-time versus synchronized integration of engineering and business operations software with GIS.
- Develop and integrate work order management system with GIS.
- Integrate customer relationship management system with GIS.
- Integrate outage management system with GIS.
- Integrate engineering software with GIS (i.e. Milsoft WindMil, DNVGL Synergi, Eaton CYME, etc.).
- Investigate incorporating GIS in additional applications to maximize benefits from utilizing GIS technology.

#### **J. Migration to Utility Network**

- Assist understanding the process migrating GIS data to the utility network and its challenges.
- Evaluate and find solutions for affected existing integrations with business applications.
- Develop a migration workflow including data cleanup, transformation, validation and migration.
- Perform gap analysis, data quality control and remediations as needed.
- Perform validation of the utility network.

#### **K. Technical Support, Training and Maintenance**

- Provide GIS technical support to staff as needed.
- Assist resolving day-to-day hardware/software issues and questions.
- Identify levels of GIS training needs within the organization.
- Evaluate and advice on latest GIS technologies and applications as they emerge.
- Develop update process for existing GIS using construction as-built and data gathered by field and/or engineering personnel.

- Provide maintenance to existing GIS on an ongoing basis or as needed.

#### **4. Response Contents**

Respondents are to include with their package 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 Firm's qualifications and demonstrate the Respondent's understanding of the requested Scope of Services. The response package 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, as listed above:

The following information must be included:

1. Demonstration of first-hand experience in providing similar services to those requested in this RFQ;
2. Description of the resources available, including staffing levels, qualifications of key personnel who will be performing the work, equipment and capabilities; and locations of offices;
3. Proof of licenses and certifications as applicable;
4. Description of firm's availability and current schedule;
5. Firm's pricing table;
6. General description of how projects will be staffed, managed, and completed, including project management and invoicing process;
7. Identification of any work or services that may be provided by a subcontractor. Bidder shall provide information similar to that above concerning subcontractor's equipment, personnel, and qualifications; including a minimum of two (2) reference projects with similar scope of work. If any future work is assigned as the successful firm, the successful firm(s) desire to utilize a subcontractor other than listed in the this response, the successful firm(s) must obtain approval of the subcontractor from FMPA;
8. List of at least two (2) 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. The name and contact information of the person in Proposer's firm who would be the official contact person for any contractual relationship;
10. Fully executed forms as provided in Appendix A - RFQ Forms.



**5. RFQ Schedule**

FMPA's timetable for this RFQ 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 RFQ	April 19, 2021
Intent to Respond Deadline	April 20, 2021
Questions & Answers Deadline	April 20, 2021
Sealed Proposals Due Date	May 19, 2021
Notification of Selected Firms for Presentations (if needed)	June 1, 2021
Notice of Selected Firms in Ranking Order ( <i>Estimated date</i> )	June 8, 2021
Start of Negotiations of MSAs with Qualified Firms in Ranking Order	June 10, 2021

**6. Notice to Respondents**

Sealed proposal packages will be received until **10:00 A.M. ON MAY 19, 2021** ("RFQ Due Date") at the offices of Florida Municipal Power Agency. Each respondent is required to submit a Proposer Information Form (included in this RFQ package), other forms included in this package as appropriate, and all other information necessary to allow a complete evaluation of the response submittal. Registered respondents will be notified through the issue of RFQ addenda of any change in the RFQ Due Date or other necessary revision to information contained in this RFQ. FMPA reserves the right to reject all proposals received after the RFQ Due Date.

One (1) original hard copy (including original signatures) and one electronic version of the response package should be sealed and delivered to the following address:

Ms. Sharon Samuels  
Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, Florida 32819

Clearly legible on the outside of the sealed envelope shall be **"GIS Services, FMPA RFQ 2021-244"**.

**7. Duration of Offer**

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

## 8. **Right of Rejection**

This RFQ 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 RFQ;
- Waive any requirement in this RFQ;
- Waive any irregularities, regardless of the severity
- Not disclose the reason for rejecting a response;
- Seek and reflect clarifications to responses.
- Select the response that is in the best interest of FMPA

## 9. **Evaluation Process**

FMPA intends to select one or more Firms deemed to be the most highly qualified to provide these services or for specific services as defined herein. A review team will score each response package. FMPA will rank the top five Firms for each service area. The top 5 Firms in any or all service areas may be requested to make a presentation to clarify information submitted in the responses to assist staff in evaluating the Respondents' qualifications; or, FMPA may deem information received in the responses to be clear and sufficient and therefore not require presentations in any or all of the service areas. Presentations can be made in-person at FMPA's office, or via the telephone or using a Web-based meeting platform. After any presentations required by FMPA, and once the ranking of the top five Firms is complete, FMPA will publicly notice the qualified Firms. FMPA will then undertake to negotiate a Master Services Agreement with the highest ranked firm, at a level of compensation that FMPA determines, in its sole discretion, is fair, competitive, and reasonable. FMPA may, in its sole discretion, also negotiate MSAs with the second and third ranked firms and beyond in the same manner. The MSAs will be "continuing contracts" as defined in Section 287.055(2) (g), Florida Statutes (2016).

The responses will be evaluated based on information provided by each firm by the Response Packet Due Date. No additional data will be considered after the Response Packet Due Date, except for clarifications requested by FMPA.

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

### ***Evaluation Criteria – Scoring***

Firms will be scored with various criteria weighted as shown below:

Firm Experience (20)  
Firm Reputation (30)  
Professional Staff Experience (40)  
Project Management (10)

**10. Interpretations and Addenda**

All questions regarding interpretation of this RFQ, technical or otherwise, must be submitted by **April 20, 2021** in writing. Only those firms that have filed an Intent-to-Bid Form may submit questions to the RFQ. Questions should be submitted to the following::

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

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

Only written responses provided by FMPA to Respondents' 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 RFQ may be sent to all potential proposers.

**11. Errors, Modifications or Withdrawal of Responses**

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

**12. 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.

**13. 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."

**14. 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.

**15. Use of Ideas**

All materials submitted in response to the RFQ 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 RFQ. Selection or rejection of a firm does not affect this right.

# **APPENDIX A**

## **RFQ FORMS**

## **FMPA RFQ 2021-244 Intent-to-Bid Form**

If you intend to submit a response to this Request for Qualifications, we ask that you complete this form as soon as possible and e-mail it to [Angel.RiveraLopez@fmpa.com](mailto:Angel.RiveraLopez@fmpa.com) . You may also mail a copy of this form to the following address:

Mr. Angel Rivera-Lopez  
Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, Florida 32819

**If you identify yourself as a potential respondent, FMPA will be able to notify you of any RFQ changes or revisions and forward to you any addenda to the RFQ.**

### **Please note:**

Filing an Intent-to-Bid form is voluntary: It is NOT required by FMPA in order for you to submit a response.

Filing an Intent-to-Bid form does not commit you to responding.

Filing an Intent-to-Bid form is **required** if you submit specific questions concerning this RFQ.

### **----- Intent-to-Bid -----**

RFQ 2021-244

Name of Firm:

Address:

Name of Contact Person:

E-Mail Address:

Phone:

**RESPONDENT INFORMATION FORM**  
**FMPA RFP 2021-244**

\_\_\_\_\_ We DO NOT take exception to FMPA's Master Services Agreement.

\_\_\_\_\_ We TAKE exception to FMPA's Master Services Agreement as follows:

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Please check the box as applicable:

☐ Firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Act.

Company Name:

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By:

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(Authorized Person's Signature)

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(Print or type name and title of signer)

Company Address:

---

Telephone Number:

---

Toll Free Number:

---

Contact Email:

---

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



## STATEMENT OF NO RESPONSE

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

We, the undersigned, have declined to submit a response to your Request for Qualifications Number 2021-244, Florida Municipal Power Agency, Geographic Information System (GIS) Services - for the following reasons:

- ☐ We do not offer the requested services.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ We anticipate a potential conflict of interest.
- ☐ Other – Explain Below

We understand that if the Statement of No Response 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: \_\_\_\_\_

## **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# 2021-244***

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

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

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

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

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

## **APPENDIX B**

### **SAMPLE AGREEMENT**

# **Master Services Agreement**

This Master 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 [NAME], with its principle place of business located at [ADDRESS], ("Consultant").

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.

Consultant is a [DESCRIPTION] offering GIS consulting services.

FMPA issued RFQ 2021-244 to find qualified professionals to perform continuing consulting services for assigned projects (hereinafter referred to as "Continuing Service Projects").

The parties desire for Consultant to perform the continuing consulting services in accordance with prior, mutually agreed upon conditions.

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

## **Section 1. Requests for Services**

Consultant shall provide to FMPA consulting services (the "Services") for Continuing Service Projects in accordance with written "Requests for Services" issued by FMPA and agreed to by Consultant from time to time during the term of this agreement. Such Requests for Services shall be attached as separate Attachment(s) "A" hereto. Such Requests for Services shall make specific reference to this agreement and shall be subject to FMPA's and Consultant's written acceptance.

Upon written acceptance, each Request for Services shall be incorporated into and become a material part of this agreement. However, a Request for Services shall not amend or add to this agreement in any respect except to describe the following: the scope of services for the Continuing Service Project (the "Project Scope of Services"), the schedule therefore (the "Project Schedule"), any additional responsibilities of FMPA not already outlined in Section 7 herein ("Additional FMPA Responsibilities"), the applicable compensation terms (the "Project Compensation" further described in Section 4 herein), and any additional insurance requirements related to the Continuing Service Project (the "Project Specific Insurance Requirements" as further defined in Section 10(e) herein). Additional or conflicting contractual terms or conditions may be added only by formal written amendment to this agreement and not through Requests

for Services. Any such additional or conflicting terms and conditions contained in Requests for Services shall be of no force or effect.

When Consultant believes it has completed the Services in accordance with each Request for Services, Consultant shall provide to FMPA a written notification of completion. Within twenty (20) Business Days (the "FMPA Response Period") FMPA shall advise Consultant in writing of (i) its agreement with the notification of completion, or (ii) any deficiencies in the Services for which Consultant is responsible under the Request for Services, or (iii) notice that FMPA will be reasonably delayed in providing a response and identify the number of days required to respond. As soon as Consultant corrects all deficiencies identified by FMPA, FMPA shall accept the Services under that Request for Services in writing, or upon expiration of FMPA Response Period without such required response from FMPA, the completion of the Services for the Request for Services shall be deemed accepted. Consultant has an affirmative obligation to complete all Requests for Services in accordance with this agreement, including the standard of care as described in Section 6 herein.

FMPA or Consultant may initiate a change to a Request for Services (a "Change Order") by advising the other party in writing that a change is believed to be necessary. As soon thereafter as practicable, Consultant shall prepare and forward to FMPA a cost estimate of the change which shall include the adjustment to the Project Compensation, schedule of payments, project schedule, and completion date applicable thereto. FMPA shall advise Consultant in writing of its approval or disapproval of the Change Order. If FMPA approves the Change Order, Consultant shall perform the Services as changed.

For any Continuing Service Project identified as a "Major Project" in a Request for Services, FMPA and Consultant shall each appoint a representative with executive authority having a broad general knowledge of the Major Project, but not involved in the Major Project on a detailed day-to-day basis. These representatives shall perform an oversight function to review the Major Project monthly, or as otherwise agreed, and take or recommend action pursuant to items of major and material impact to the Major Project. These items would include but would not necessarily be limited to budget, schedule, Consultant's obligations and deliverables, FMPA's obligations and deliverables, contractor or supplier performance, actual or potential major change orders, etc. Meetings may also include staff or others, as deemed necessary by the representatives.

## **Section 2. Consultants' Competitive Negotiation Act**

Both Parties understand, acknowledge and agree that this agreement constitutes a "continuing contract" as defined in Section 287.055(2)(g), Florida Statutes. FMPA will have the right to contract for consulting services from Consultant or any other firm under a separate agreement while this agreement is in effect.

For any lump-sum or cost-plus-a-fixed-fee Service over the threshold amount provided in Section 287.017, Florida Statutes, as amended, for CATEGORY FOUR,

Consultant shall execute a truth-in-negotiation certificate, as provided by FMPA, stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of entering into the subject Request for Services. The original lump-sum amount and any additions thereto shall be adjusted to exclude any significant sums by which FMPA determines the lump-sum amount was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such lump-sum amount adjustments must be made within one (1) year of the completion of services as provided for herein.

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, FMPA shall have the right to terminate this agreement without liability and, at its discretion, to deduct from the Project Compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

### **Section 3. Termination**

FMPA shall have the right to terminate this agreement upon written notice to Consultant, and Consultant shall terminate performance of Services based on remaining Services identified by Consultant and approved by FMPA on a schedule acceptable to FMPA. In the event of termination, FMPA shall pay Consultant for all Services previously performed and remaining Services as identified and approved by FMPA in accordance with Section 1 herein, which have been performed to the standard of care as described in Section 6 herein.

### **Section 4. Project Compensation and Payment**

FMPA shall pay and Consultant shall accept in full consideration for the Services the Project Compensation (including the cost of any project specific insurance requirements provided to FMPA pursuant to Section 10(e) herein), which shall be described in each Request for Services.

Consultant will submit to FMPA monthly invoices for Services performed in accordance with each Request for Services. Each invoice will be submitted by about the fifteenth (15th) day of the month following the month during which such Services were performed. FMPA agrees to pay Consultant's invoice, less a retainage of five (5) percent of the invoice amount, within thirty (30) days after the invoice is received by FMPA. The entire amount of retained payment shall be paid by FMPA to Consultant within thirty (30) days after the date that the Services are accepted by FMPA as complete in accordance with Section 1 herein.

For Services rendered on a cost plus or time plus materials basis, invoices will identify (a) individuals working on the Continuing Service Project, (b) their hourly pay rate, (c) indirect and overhead and fee salary percent mark-ups; (d) the actual time charged to the Continuing Service Project; and (e) the total amount invoiced to the Continuing Service Project to date. For lump sum services, FMPA and Consultant shall agree upon a payment schedule in each applicable Request for Services, and Consultant shall invoice FMPA in accordance with the agreed upon payment schedule.

FMPA shall have the right to audit and inspect Consultant's records and accounts covering direct costs hereunder at all reasonable times during the performance of the Services and for a period of two (2) years after completion of the Services and final payment in accordance with the Request for Services thereof; provided, however, that the purpose of any such audit shall be only for verification of such costs.

## **Section 5. 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 6. Consultant's Responsibilities and Standard of Care.**

The Services and any deliverables provided pursuant to this agreement shall be free from material defect, and shall comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements in effect during the term of this agreement. Consultant represents that the Services shall be performed with the care, skill, and diligence customarily provided by a Registered Professional Engineer. If any modifications or alterations are required to correct deviations from the quality of Services stipulated, Consultant will, at no cost to FMPA and on a schedule agreeable to FMPA, re-perform the necessary Services to correct such deviations if discovered and reported to Consultant within five (5) years from the date of completion of the Services under the applicable Request for Services.

Nevertheless, it is understood that Consultant is providing its 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 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 Consultant's recommendation or advice.

## **Section 7. FMPA's Responsibilities**

FMPA shall at such times as may be required by Consultant for the successful and expeditious completion of the Services:

- (a) Obtain all permits and licenses required to be taken out in the name of FMPA which are necessary for the performance of the Services;
- (b) Provide Consultant with all available information, data, and specifications necessary for the completion of the Services, including without limitation geotechnical and other site condition information (unless noted in Request for Services as being obtained by FMPA based on specification developed by Consultant);
- (c) Appoint an individual who shall be authorized to act on behalf of the FMPA, with whom the Consultant may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon the FMPA as to all matters pertaining to this Contract and the performance of the Parties hereunder;
- (d) Advise Consultant of the existence and undertake the abatement and disposal of all "Hazardous Materials" that constitute "Pre-Existing Contamination" in accordance with the following:
  - 1) "Hazardous Materials" are materials or substances, which, because of their chemical, physical, or biological nature, pose a risk to life, health, or property when released, including all materials and substances defined or classified as hazardous or toxic by applicable Federal, State, or local laws, rules, regulations, and classifications in effect on the date of the Request for Services.
  - 2) "Pre-existing Contamination" is any Hazardous Material present at any site at, or for, which Consultant shall perform any Services that was not brought onto such site or sites by the Consultant.
  - 3) FMPA shall advise Consultant of the existence and undertake the abatement, disposal, and/or mitigation of all Hazardous Materials that constitute a Pre-existing Contamination herein, at any site at, or for, which Consultant shall perform any service.
  - 4) FMPA agrees to release, defend, indemnify, and hold the Consultant harmless, to the extent permitted by law, from and against any and all liability that may in any manner arise in any way directly or indirectly caused by such Pre-existing Contamination except if, and then only to the extent, such liability is caused by the Consultant's negligence, gross negligence or willful misconduct.
  - 5) Consultant shall notify FMPA of any Pre-existing Contamination known to Consultant.



## **Section 8. Documents**

Consultant agrees to furnish and provide to FMPA, for each Continuing Service Project, copies of all plans, specifications, drawings, project manuals, and other documents (except correspondence) prepared by Consultant under this agreement, at its own expense, as detailed in each Request for Services. The copies shall be furnished as they are prepared and completed by Consultant, and if FMPA requires additional copies, Consultant shall promptly furnish the copies to FMPA at a reasonable cost for the reproduction.

FMPA exclusively retains all ownership rights to all materials or designs developed under this agreement. To the extent the Services performed under this agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for FMPA as the author, creator, or inventor thereof upon creation, and FMPA shall have all rights therein including, without limitation, the right of reproduction, with respect to such work.

## **Section 9. Confidential and Proprietary Information**

For purposes of this Section 9, "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 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 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 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 9.

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 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 FMPA and for any matter other than in performance of the Services contemplated hereunder.

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 9, 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.

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 paragraph shall not be disclosed, in response to a formal request, until 20 days after written notice (as defined in Section 15 herein) 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 10. Insurance**

During the performance of the Services under this agreement Consultant, for the protection of FMPA, shall maintain the following insurance.

(a) Commercial General Liability Insurance with a combined single limit of \$2,000,000 for bodily injury and property damage.

(b) Automobile Liability Insurance with a combined single limit of \$2,000,000 for bodily injury and property damage.

(c) Worker's Compensation Insurance in accordance With statutory requirements and Employers' Liability Insurance with a limit of \$500,000 for each person.

(d) Professional Liability Insurance with an annual aggregate limit of \$10,000,000.

(e) Consultant, if requested by FMPA by or through a specific Request for Services, shall obtain a quote for project specific professional liability insurance ("Project Specific Insurance Requirements") that will reimburse FMPA for direct damages which may be caused by Consultant's negligence in performing the Services. The proposed limits of liability and coverage period of any Project Specific Insurance Requirements shall be requested by FMPA at the time of the issuance of the Request for Services. Based upon the quote for the project specific policy provided to FMPA by Consultant, FMPA shall decide, within its sole discretion, whether to require Consultant to purchase such Project Specific Insurance Requirements. If purchased, FMPA shall reimburse Consultant for the actual cost of such Project Specific Insurance Requirements.

The Commercial General Liability and Automobile Liability policies shall include FMPA, its directors, officers, agents, and employees as additional insureds to the extent of Consultant's negligence, and to the extent of the insurance limits specified in this Section 10. Consultant shall furnish FMPA certificates of insurance of Consultant's policies covering the stated liabilities, together with the provision that the same shall not be cancelled without at least ten (10) days' written notice to FMPA.

## **Section 11. Indemnification**

To the fullest extent permitted by law, 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, gross negligence or willful misconduct of Consultant while performing work under this agreement. The liability of Consultant is full

and complete in all respects and subcontracting any part of the Work shall not relieve it of primary liability.

## **Section 12. Limitation of Liability**

Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law:

(a) FMPA and Consultant shall not be liable to each other for any special, incidental, indirect, or consequential damages, including but not limited to, loss of profits or revenue; loss of use, loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power, governmental and regulatory sanctions; and claims of customers for such damages.

(b) FMPA's and Consultant's remedies, obligations and liabilities shall be exclusively those specifically expressed in this agreement, and are in lieu of any others available at law or otherwise.

(c) Upon completion of the Services under a Request for Services or termination of this agreement, provisions relating to indemnity and limitations of liability, including but not limited to Sections 11 and 12 herein, shall remain in full force and effect.

## **Section 13. Force Majeure**

In the event that either Party is rendered unable, wholly or in part, to carry out its obligations under this agreement, or is delayed in its performance under this agreement by Force Majeure, it is agreed that, upon a Party giving notice and full particulars of such Force Majeure in writing to the other Party as soon as reasonably possible after the occurrence of the Force Majeure relied upon, the obligations of the Party giving such notice, so far as those obligations are affected by Force Majeure, shall be suspended during the continuance of the inability so caused, and such obligation suspended because of a Force Majeure shall, to the extent possible, be remedied with all reasonable care and speed by the Party affected by Force Majeure. It is understood and agreed that Force Majeure shall not be relied upon as a basis for any Party's failure or delay in paying any money owed and due hereunder. It is further understood and agreed that Consultant shall be entitled to a change under Section 1 for any schedule and cost impacts due to the Force Majeure.

In the event of any nonperformance caused by any of the forces described as Force Majeure, the Party affected shall within seventy-two (72) hours notify the other Party orally, and within seven (7) Business Days of nonperformance provide the other Party with written confirmation of the nature, cause, date of Force Majeure commencement, and anticipated extent of such nonperformance.

The term "Force Majeure," as used herein, shall mean any and all events which occur without the fault or negligence of the Party claiming Force Majeure, and which by the exercise of due diligence such Party is unable to prevent or overcome including without limitation acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, freezes, washouts, power failure, water shortage or adverse weather conditions, arrests, and restraints of governments and people, civil disturbances, explosions, breakage or accidents, the necessity for making repairs or alterations to machinery or lines of pipe (other than regularly scheduled or routine maintenance), acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies), governmental action, delay, restraint, or inaction, unavailability of equipment, and other similar or related causes (unless otherwise explicitly excluded herein), including both their direct and indirect consequences and effects, whether or not enumerated herein. A Party claiming Force Majeure shall utilize reasonable commercial efforts to mitigate the impact of Force Majeure. "Force Majeure" SHALL NOT MEAN OR INCLUDE the negligence, gross negligence or willful malfeasance of a Party or any of its directors, officers, agents, representatives, independent contractors, or employees.

## **Section 14. Agreement**

This Master Services Agreement and each Request for Services issued hereunder, along with FMPA's RFQ 2021-244 and Consultant's response thereto (which are both incorporated herein by reference), shall constitute the final and complete expression of the agreement between FMPA and Consultant relating to the subject matter of this agreement.

In the event of any inconsistency between the terms of this Master Services Agreement, the terms included in any Request for Services issued hereunder, and those additionally set forth in RFQ 2021-244 and Consultant's response thereto, the following order of precedence is hereby agreed: (1) the terms of this Master Agreement, the terms in any Request for Services, and (3) any additional terms set forth in FMPA's RFQ 2021-244 and Consultant's response thereto.

## Section 15. Notices

All notices requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be deemed to have been validly served, or given after deposit in the United States mails, postage prepaid, by certified mail with return receipt requested, delivery to an overnight courier, or if transmitted by facsimile transmission facilities or electronic means of transmitting electronic mail messages, and addressed to the Party to be notified as follows:

If to FMPA at: Assistant General Manager of Power Resources  
Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, Florida 32819-9002  
Telephone No. (888) 774-7606 (toll free)  
(407) 355-7767  
Facsimile No. (407) 355-5793

With a copy to: General Counsel  
Florida Municipal Power Agency  
2061-2 Delta Way  
Post Office Box 3209 Tallahassee,  
Florida 32315-3209  
Telephone No. (877) 297-2012 (toll free)  
(850) 297-2011  
Facsimile No. (850) 297-2014

If to Consultant at:

With a copy to:

Except as otherwise provided in this agreement, any Notices shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (local time and at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and holidays recognized by FMPA shall not be regarded as business days. Counsel for FMPA and counsel for Consultant may deliver Notice on behalf of FMPA and Consultant. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addresses set forth in this agreement.

## **Section 16. General Terms and Conditions**

(a) This agreement shall not be assigned in whole or in part except as may be approved in writing by FMPA and Consultant.

(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. The failure or delay of any Party at any time to require performance by another Party of any provision of this agreement, even if known, shall not affect the continuing right of such Party to require performance of that provision or to exercise any right, power, or remedy hereunder.

(c) No amendment to this agreement (including any amendment to this Section) shall be effective unless agreed to in writing by both of the Parties to this agreement.

(d) 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.

(e) 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.

(f) This agreement reflects the negotiated agreement of the Parties. Accordingly, this agreement shall be construed as if both Parties jointly prepared it, and no presumption against one Party or the other shall govern the interpretation or construction of any of the provisions of this agreement.

(g) The execution of this agreement has been duly authorized by the appropriate body or official of FMPA and Consultant, both FMPA and Consultant have complied with all requirements of law, and both FMPA and Consultant have full power and authority to comply with the terms and provisions of this agreement.

(h) 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: \_\_\_\_\_



# ATTACHMENT A

## REQUEST FOR SERVICES

Pursuant to the terms and conditions of the Master Services Agreement executed and made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Florida Municipal Power Agency ("FMPA") and [NAME] ("Consultant"), FMPA hereby requests Consultant to perform the following Services:

- A. Project Scope of Services:
- B. Project Schedule:
- C. Additional FMPA Responsibilities:
- D. Project Compensation:
- E. Project Specific Insurance Requirements (if any):
- F. Is this a Major Project?

This Request for Services and the above-referenced Master Services Agreement constitute the complete understanding of the Parties with respect to the Services specified herein. Terms and conditions contained in purchase orders, work orders, or other documents issued by either Party with respect to the Services shall be of no force and effect.

IN WITNESS WHEREOF, the Parties have executed this Request for Services effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FLORIDA MUNICIPAL POWER AGENCY      CONSULTANT

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

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