



JOINT PURCHASE PROJECT

REQUEST FOR PROPOSALS

FOR

RENTAL & LEASING

OF

HEAVY EQUIPMENT & UTILITY

RELATED PRODUCTS AND SERVICES

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



FLORIDA MUNICIPAL POWER AGENCY

REQUEST FOR PROPOSALS

for

Rental & Leasing of Heavy Equipment and Utility Related Products and Services

TABLE OF CONTENTS

	<u>Pages</u>
Introduction	1
Technical Specification & Deliverables	1 - 21
Bid Forms	BF -1 – BF-9
Compliance Forms	AOC- 1 – AOC-8
Proposer Information Form	AOC- 2
Draft MSA Agreement	MSA – 1 – MSA-7
Statement of No Proposal	SONB-1

REQUEST FOR PROPOSALS

(This is not an order)

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

RFP FMPA 2021-246

Date Issued: July 21, 2021

Telephone: (407) 355-7767

NOTICE: Because purchases pursuant to this RFP may qualify for Federal Emergency Management Agency (“FEMA”) financial assistance, this Request for Proposal and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT 1:30 P.M. ON AUGUST 18, 2021, WHICH WILL BE IN THE FMPA BOARD 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 Invitation shall become part of any purchase order resulting from this Request for Proposal.

DESCRIPTION

JULY 2021

Florida Municipal Power Agency

JOINT PURCHASE PROJECT

Proposals for Rental & Leasing of Heavy Equipment and Utility Related Products and 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

July 2021

**FLORIDA MUNICIPAL POWER AGENCY
PROPOSALS FOR RENTAL & LEASING OF HEAVY EQUIPMENT AND UTILITY RELATED PRODUCTS AND
SERVICES**

**REQUEST FOR PROPOSALS
FMPA 2021-246**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until 1:30 p.m., August 18, 2021, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for Rental & Leasing of Heavy Equipment and Utility Related Products and 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 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 may not be considered.

Proposals will be accepted for Rental & Leasing of Heavy Equipment and Utility Related Products and 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
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY
Request for Proposals for
Rental & Leasing of Heavy Equipment and Utility Related Products and Services

1. Introduction - FMPA Description

The Florida Municipal Power Agency (FMPA) was formed in 1978 for the purpose of providing a means for its members to benefit from a joint association of fellow municipally-owned utilities, including joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

In July of 1994 by action of its Board of Directors FMPA created a Project for the joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

Those FMPA members desiring to share in the benefits of joint purchasing of services, materials, supplies and equipment are a Participating Member of the Project.

FMPA's role, on behalf of FMPA Members is to administer the Project for the selection, bidding, and awarding of services, materials, supplies, and equipment utilized by the Project Participating Member and for the Project Participating Member to secure services, materials, supplies, and equipment through this Project, thus enjoying the benefits resulting from bulk purchasing.

2. 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:

Beaches Energy Services	City of Bushnell
City of Mount Dora	City of Lake Worth Beach
Fort Pierce Utilities Authority	Homestead Energy Services
Keys Energy Services	Kissimmee Utility Authority
Utilities Commission, New Smyrna Beach	

3. General Description of Services Sought

With this RFP, FMPA is seeking one or more vendors to provide Rental and Leasing of Heavy Equipment, Utility Vehicles, and Other Related Products and Services for FMPA member utilities, as defined in more detail above. It is our expectation and intent that the resulting Agreement(s) will comply with the needs of our Members and ensure the best value and opportunities for economies of scale for our Members. It is anticipated that the awarded vendor(s) will furnish all requested equipment and services with timely deliveries to the Participating Member(s) location. Members may also request equipment pick-up options, guidance selecting products, technical support, on-site instructional and operational training, and other related services regarding the use of products leased or rented under the resulting contract.

It is anticipated that this agreement may be utilized in blue skies as well as storm related and/or emergency situations.

a) General Contract Overview

On behalf of our Members, FMPA will enter into a Master Services Agreement with one or more selected vendor(s). The terms of the Master Services Agreement will govern any future work assignments requested of the selected vendor(s) by FMPA Members. FMPA Members that choose to utilize the services under the Master Services Agreement will issue a Purchase Order to the awarded vendor(s). The Purchase Order may contain additional terms and conditions in addition to those in the Master Services Agreement. All invoicing will be conducted between the vendor and the Participating Member.

b) Proposal Contents

a. Description of Services:

- Proposers are to include ALL product, supplies and accessories carried in Supplier's catalog(s) in the response to this RFP. Following the award, as new products/services become available they may be added to the award blanket, with approval from the Participating Members.
- The proposal shall include both rental and leasing options, as applicable. The Rental Option shall include hourly, daily, weekly, and monthly options. Leasing option should include, but not be limited to; monthly, yearly (12, 24, 36, 48 months) or any time options currently used in the market. Rental and leasing options shall also include delivery, pick-up options, and list of nearest pick-up and drop-off locations. Also disclose if there are any other fees that may apply, i.e. environmental fees.
- If Supplier requires any Rental/Lease Agreements to be signed during the rental or leasing process, a copy of the Rental/Lease Agreement is required to be included in the RFP response.
- Any other programs, i.e. rent to own, certified operators, etc. may also be proposed.
- The proposal shall include a complete description of services and levels of training opportunities available in the response to this RFP.

b. Availability of Resources:

- The proposer must show that they have the resources necessary to provide the requested services and clearly define any limitations.

c. Experience and Qualifications

- Describe experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past three (3) years.
- Describe specific experience with electric utility clients. Please identify if respondent has provided service for any FMPA Member in the past.
- Describe Respondent's aptitude to perform requested tasks in the Scope of Services. Key elements being response times and turnkey operations in a cyclical and timely manner.
- If Respondent is proposing as a team, combined with subcontractors, or joint venture, provide the same information for each entity or member of the team.
- If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.

Identify if Respondent will need to sub-contract part of the tasks out due to size of operation.

c) Selection Criteria

The main criteria that will be used to evaluate proposals are presented below:

- Product and Service Offerings
- Pricing
- Vendor Terms
- References
- Availability
- Vendor Experience (# years)

4. Participating Members

This RFP is requesting proposals for Rental & Leasing of Heavy Equipment and Utility Related Products and Services to be provided to Participating Members. It is anticipated that municipal electrical systems other than those "Participating Members" listed in Section 2 may also wish to purchase the Rental & Leasing of Heavy Equipment and Utility Related Products and Services. Therefore, the awarded Proposer(s) is also requested to extend its quoted price to any municipal system. In that event, all of the applicable terms and conditions of this RFP shall apply. A map showing the FMPA members is included in Attachment A.

5. Purchasing Services

Subsequent to the award, the Project 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 1:30 P.M. EST on August 18, 2021 ("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 and one (1) copy of the proposal response package should be sealed and delivered to the following address:

Ms. Sharon Samuels
Member Services Programs & Procurement Administrator
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Clearly legible on the outside of the sealed envelope shall be " HEAVY EQUIPMENT & UTILITY RELATED SERVICES, FMPA RFP 2021-246".

9. Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 90 days. 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. Rights to 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.

11. Performance Bond/Surety

Neither a bid nor a performance bond or surety is required pursuant to this Request for Proposal.

12. 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.

13. Interpretations and Addenda

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

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

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

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

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

14. 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.

15. 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.

16. Default and Damages Provisions

FMPA will negotiate standard terms and conditions for default and damages with the awarded proposer(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.

17. 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."

18. 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.

19. 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.

20. Subcontracted Services

Proposal should indicate which, if any, of the services to be provided would be subcontracted by the proposer to independent contractors.

21. Pre-Proposal Preparation

This request for proposal does not commit FMPA or Participating Members to pay any cost incurred in the preparation and submission of the proposal or to pay any other costs incurred prior to award.

22. Award

The Florida Municipal Power Agency and the Participating Members reserve the right to make a single or multiple awards for all proposal items, or to make separate awards for a single proposal item or any combination of such items. However, it is our preference to award to a single bidder; proposals will be evaluated on this premise.

OTHER BASIS FOR AWARD

Other factors that will be considered besides the lowest price are:

- Quality of workmanship as represented by references
- Relevant Experience
- Product and Service Offerings

- Capabilities to perform to the contractual requirements.
- Capabilities to perform requirements
- Willingness to adhere to FMPA Terms and Conditions

Exceptions to the bid may be considered if determined minor in nature and acceptable to FMPA's application. All exceptions shall be noted on the attached "Proposer Information" form.

23. 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.

PARTICIPATING 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 interchangeable 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

24. 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.

25. 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").

26. Term of Agreement

The term of the bid award shall be a four-year period from the date of award, and the initial four-year term shall be followed by up to two (2) one-year extension periods by mutual agreement between the Participating Member(s) and the Successful Bidder(s). Any and all extensions shall be executed in writing by both parties. The extensions shall be a continuance of the same terms, conditions and principles of the original award, unless changes are mutually agreed upon in writing and become part of the extended Award or an amendment to the Bid Award.

Participating Members' decision to renew will be based on the performance of the Successful Bidder(s) and current market conditions at that time. At the end of the initial term and each renewal term, if any, Participating Member(s) will evaluate prices as well as other performance measures. Should any Bidder(s) choose not to renew their portion of the bid award, the project Participating Member reserves the right to terminate the Award with that supplier(s) and re-advertise or select a second supplier.

Price Adjustments - Prices will remain firm for an initial 2-year term. Pricing updates are to be submitted to FMPA and Participating Members annually for consideration and approval for subsequent years; see Escalation/De-escalation section below.

ESCALATION/DE-ESCALATION

Bid prices shall remain firm for a period of two years from the date of award. Each subsequent year and at the time the option to renew is to be exercised, the bid prices may be changed as follows:

Annual Price Adjustment

The annual price adjustment for services shall occur every year beginning on October 1, 2023, the second year of the initial term. The annual adjustment shall not exceed CPI (Consumer Price Index). CPI Section – All Urban consumers Selected Areas – Miami/Fort Lauderdale, FL – All Items less food and energy Index. The 12-month average for June of each year shall be used and the adjustment reflected each August until completion of contract. Awarded bidder(s) is required to submit the published CPI data to FMPA.

Awarded Bidders must also comply with the following Sections 1 – 4, to justify price changes:

- 1) Manufacturer's production cost may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.
- 2) Approved (Florida P.S.C.) freight rate changes may change the total bid prices.
- 3) Florida Department of Transportation monthly index shall be recognized and approved, when applicable.
- 4) All written requests for price increases must include a back-up documentation as to the nature of the increase and shall be submitted to FMPA at least 30 days prior to renewal of contract. Approval of each request shall be by written confirmation from FMPA. If FMPA should consider said increase unwarranted or unreasonable, FMPA reserves the right to terminate the contract with the vendor and re-advertise or select a second supplier. Any price decreases at the provider and/or manufacturer's level shall be reflected in an immediate reduction of the bid prices and the vendor shall notify FMPA and the Participating Member(s) of said decrease.

27. Responsibilities

Bidder Responsibility

Bidders are instructed to carefully read and comply with all requirements as specified in the Terms and Conditions, Technical Specifications, and Bid Forms.

The Awarded Bidder shall:

- At its expense, obtain all required licenses and permits for operating a business in the state of Florida as well as any necessary surrounding counties.
- At its expense, obtain all necessary licenses and permits as described in these specifications. Contract employees requiring licensing by City, County or State Codes, shall not be allowed to work until said licenses are obtained.
- The Awarded Bidder shall obtain, at its expense, permits or agreements from the proper governmental entities or the state of Florida to execute work.
- Provide proof of Insurance
- Adhere to FMPA's Terms and Conditions, Technical Specifications, and Bid Forms
- Awarded Bidder(s) is required to submit CPI data at time of renewal.

- Ensure that Bidder and any subcontractor(s) adhere to these terms and FEMA requirements (Section 45-55), if Bidder Work falls into FEMA eligible work.
- Bidder is to provide all required Safety and Traffic Control equipment as required by FDOT, city and county MOT, as applicable. Personnel are required to be trained in MOT as required. Bidder is to provide copies of certification of MOT training.
- Bidder shall bear sole responsibility for the safety and adequacy of its materials, working force, and equipment used during the performance of the Work.
- It is the responsibility of the Bidder to examine the site to determine the nature and location of the Work and geological and physical conditions.
- The Awarded Bidder shall not, after acceptance and award of bid, make any claims alleging incorrectly assumed conditions, nor claim misunderstanding with regard to the nature, conditions, or character of the Work to be done under this RFP.
- The Awarded Bidder, shall notify Participating Member(s) of any errors, omissions, or discrepancies which the Awarded Bidder may discover in specifications.

Participating Member(s) Responsibility

The Members will be responsible for the following requirements:

- 1. Designate utility personnel to serve as key point of contact.
- 2. Coordinate schedule deliveries and pick-ups with the Bidder.
- 3 Provide access to sites as needed for equipment deliveries;
- 4. Monitor the Work and progress by the Contractor;
- 5. Member may negotiate, on an individual basis, the terms of any emergency response services agreeable to both the Member and the Contractor.

28. Honoring Prices

Bidder warrants, by virtue of bidding, that any orders placed within the specified period shall be honored at the prices, terms, and conditions quoted.

29. Reserved Rights

FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award of multiple suppliers; 4) recommend the award that FMPA deems will best serve its Members interests; and, 5) recommend award of the contract according to one of the following:

- a) On a total order basis
- b) On a city by city basis
- c) On a by zone basis
- d) On a service type basis

FMPA also reserves the right to accept all or any part of the bids and to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.

To be responsive, a bidder shall submit a bid, which conforms in all material respects to the requirements set forth in the RFP. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully to contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

FMPA reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

30. Quantities and Usage

The participating utilities listed foresee a projected need of this service and by participating show a good faith estimate of such need; therefore, the purchase of the services are not guaranteed. Quantities and/or projected need of this service are made in good faith and are based on projected usage, but it is specifically understood and agreed that supplier shall not have any claim against the participating member(s) for quantities or usage less than the estimated amounts; and, participating member(s) shall purchase their requirements from the contract awardee(s) only unless awardee is unable to meet all the terms and conditions specified (including delivery) or a bona fide condition of emergency exists.

31. Liquidated Damages

If Awarded Bidder fails to complete specified Work on or before the dates specified by a Participating Member, in a particular Participant Contract or Purchase Order, Awarded Bidder shall pay Participant the amounts listed below for each and every calendar day, including Sundays and holidays (as specified by the Participating Member), starting on the day following the date specified by Participating Member, until the date the Work is completed and Accepted by the Participating Member.

<u>Activity</u>	<u>Amount</u>
a) Delivery of service	\$1,000.00
b) Other	\$100.00

Awarded Bidder understands and agrees that said daily sum is to be paid not as a penalty but as compensation to the Participating Member for fixed and reasonable liquidated damages due to losses that Participating Member will suffer because of such default, whether through increased administrative and engineering cost, interference with Participating Member's normal operation, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated damages may, at Participating Member's sole discretion, be deducted from any monies held by Participating Member that are otherwise payable to Awarded Bidder.

Awarded Bidder's payment of liquidated damages shall in no way relieve the Awarded Bidder of any other obligations under this agreement, a Participant Contract or Purchase Order.

32. Bid Exceptions/Deviations to Specifications

All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to FMPA specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

For purpose of bid evaluation, bidders must indicate any and all variance to requirements, terms, and conditions as stated in this document no matter how slight. If variations are not stated on the Affidavit of Compliance form attached herein, it shall be construed that the bid fully complies with the requirements, terms, and conditions.

The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the Project Participating Members, price, delivery and other factors considered. The offeror's proposal shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award.

33. Insurance Requirements

Before starting and until Acceptance of Work by Participating Member, and without further limiting Supplier's liability under this Agreement or a Participant contract, the Supplier shall procure and maintain, at its sole expense, insurance of the types and in the amounts stated below:

Schedule	Amount
<u>Workers Compensation</u> Statutory Coverage Employers's liability including appropriate Federal Acts	Statutory Limits \$500,000 each occurrence
<u>Commercial General Liability</u> Premises, Operations Products Completed, Operations Contractual Liability Independent Suppliers	\$2,000,000 each occurrence \$4,000,000 aggregate – bodily injury and property damage, combined single limit
<u>Automobile/Vehicle Liability</u> All vehicles – Owned, non-owned, hired	\$1,000,000 each occurrence, combined single limit
<u>Excess/Umbrella Liability</u>	\$2,000,000 each occurrence and annual aggregate

Supplier's Commercial General Liability policy shall remain in effect for at least two years after all work is complete.

Supplier shall specify Participating Members as additional insureds for all coverage except Worker's Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Participating Members.

The Supplier shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the Participating Member, or any indemnitee.

All deductibles for insurance specified herein shall be paid by supplier.

All Subcontractors performing Work pursuant to this bid shall procure the insurance required under this bid during the life of the subcontract. The subcontractor insurance may be provided through separate coverage or by endorsement under insurance provided by supplier. Supplier shall submit Subcontractor's certificates of insurance to Participating Member prior to allowing Subcontractor to perform Work at any site or Work Area.

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.

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.

BIDDER'S ENVIRONMENTAL IMPAIRMENT RESPONSIBILITY

A. The Bidder acknowledges that the performance of this contract is, or may be, subject to Federal, State, and Local laws and regulations enacted for the purpose of protecting, preserving, or restoring the environment. The Bidder shall, at his sole cost, will be responsible for full compliance with any such laws or regulations.

B. The Bidder's performance under this contract shall include, but not be limited to:
1. Performance in a manner to minimize disturbance of or damage to the environment.
2. To the extent caused by the performance of this contract by or on behalf of the Bidder, the clean-up, repair or restoration of the environment to the extent required by any Federal, State, or Local laws or regulations.

C. The Bidder shall be responsible for any fines, penalties, damage, or assessments made against the Bidder or Participating Members resulting from the performance of this contract by or on behalf of the Bidder.

D. The Bidder's obligation under paragraph B and C above shall survive the contract and shall not be limited in any manner by acceptances of final payments.

34. Payment of Invoices

Payment of each Contractor invoice by Participating Member shall be made within thirty (30) Days after the date of receipt of Contractor's invoice and verification of compliance of the Services with the terms of the Specifications of the Bid Package. Participating Member reserves the right to withhold payment for any non-conforming Services provided by Contractor.

35. 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.

36. 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.

37. 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.

38. Variance with Applicable Law

If the Bidder observes that the specifications are at variance with any applicable law, ordinance, rule or regulation, he shall promptly notify FMPA in writing and any necessary changes shall be made. If the Vendor performs any work contrary to such law, ordinance, rules and regulations, and does not comply with the procedure above, he shall bear all cost incident to such violation.

39. 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.

40. 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:

41. 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.

42. Manufacturers

FMPA will accept bids for products manufactured by the “Approved Manufacturers” and items that are “Or Equal” to the items listed. Items bid must meet or exceed the technical and performance standards of the approved items. Bids submitted for products not approved or equal to approved manufactured item will be rejected.

43. Time and Materials

Total job price for each Participating Member on services bid as Time and Materials: Not to exceed \$300,000.00 (three hundred thousand dollars and no cents) annually on the terms contained in Contractor's or Awarded Bidder's Bid for doing the work and the said award and specifications herein and made a part of the award or subsequent Contracts or Purchase Orders without being revisited and agreed on by the Participating Member(s).

44. Minority Business Utilization

Bidders are encouraged to utilize certified and qualified minority and women-owned (M/WBE) firms as subcontractors/suppliers where performance of the Work will not be adversely affected and such firms are competitive in price and product/service quality. Bidder shall provide report to the Participating Member(s) in bid submittal and thereafter, which details product/service is provided by qualified M/WBE firms.

45. FEMA Reimbursement

This is an acknowledgement that Federal Emergency Management Agency (“FEMA”) financial assistance may be used to fund this agreement. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. However, the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to FMPA, Contractor, or any other party pertaining to any matter resulting from the contract. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

46. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating

to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction located in Leon County, Florida.

47. Equal Employment Opportunity

During the performance of this contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

48. Contract Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

49. Clean Air Act

- (a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

50. Federal Water Pollution Control Act

- (a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

51. Access to Records

- (a) Contractor agrees to provide FMPA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

52. Suspension and Debarment

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by (_____). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

53. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

54. Procurement of Recovered Materials

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

55. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

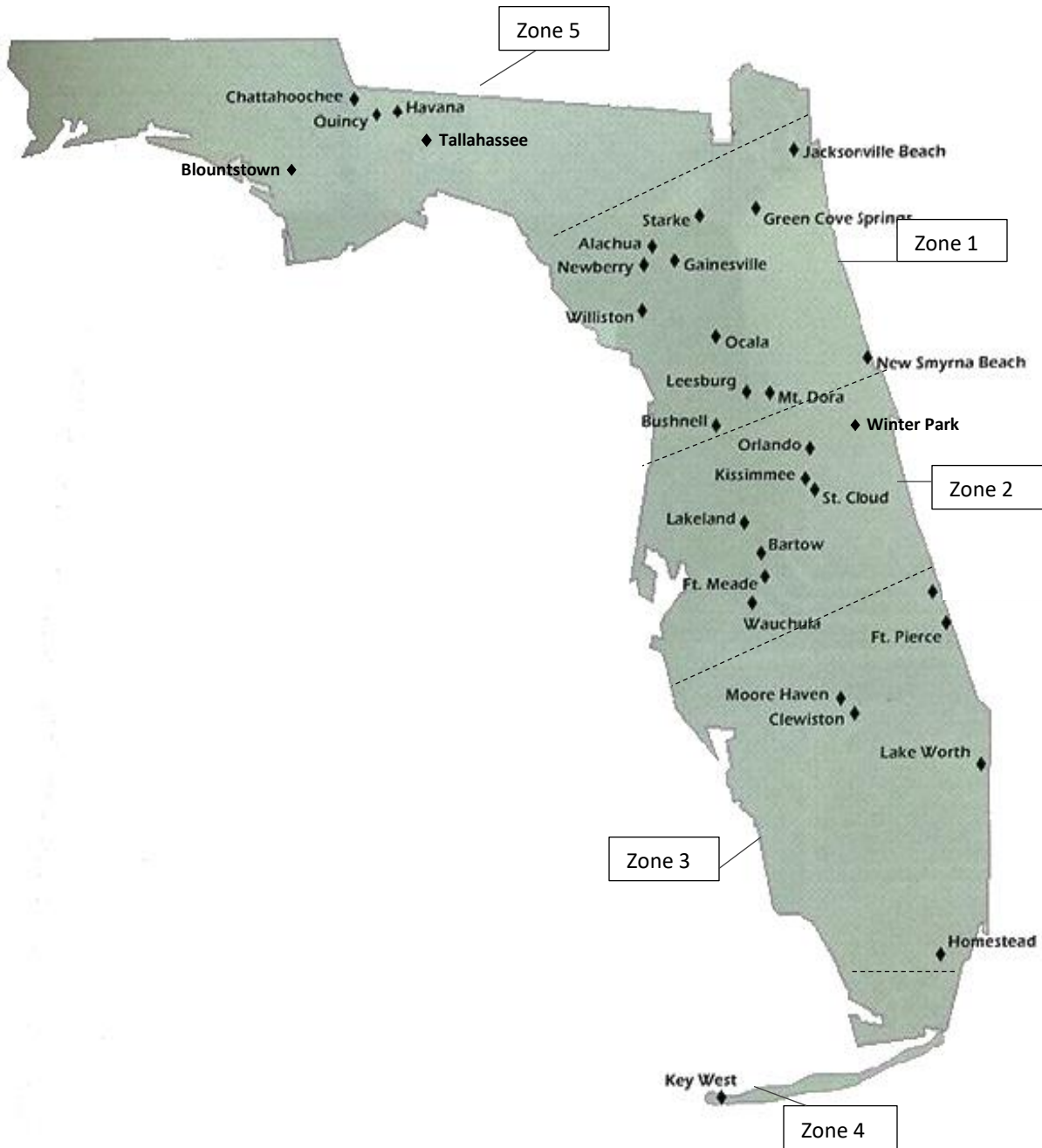
56. Bid Submittal Requirements

In addition to the bid forms and required forms (BF-1, DF-1, and AOC-1 – AOC-7, as applicable), bidders must also submit items requested in Section 3b:

- 1) A full list of equipment and pricing sheet
- 2) List of other related services described in Section 3 (onsite training, etc.)
- 3) Documentation of 3+ yrs. company history of providing service to electric utilities.
- 4) A list of references (Can be the same as utilities provided for history documentation.)
- 5) Licenses or Certifications, if applicable

LOCATION OF FMPA MEMBERS

State of Florida



BID FORMS

**PROPOSAL TO FURNISH
RENTAL & LEASING OF HEAVY EQUIPMENT AND UTILITY RELATED PRODUCTS AND SERVICES
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

I have carefully examined the Request for Proposal, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all terms and conditions of this bid; exceptions have been noted on Proposer Form.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheets BF-2 and BF-9.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount _____% for payment made within _____ days of delivery.

What Quantity or Economies of Scale Discount will be provided? _____%

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-9.

Prices quoted shall remain firm and irrevocable for a period of 2-year term.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number _____ Dated _____

Number _____ Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

**FMPA RFP 2021-246
Rental Pricing (Blue Skies)**

Contractor Company Name: _____

Authorized Signature: _____ **Date:** _____

PRICING:

Below is a partial list of equipment currently utilized by Participating Members. Please provide general pricing information for the following items. This pricing will be used for comparative purposes to evaluate proposals in conjunction with other data provided in the bid submittals.

All bidders are required to attach a full list of equipment with pricing sheet.

Awarded Bidder(s) will be required to submit a specific quote 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 and in your bid submittal:

EQUIPMENT				
Item	Manufacturer Name	Manufacturer # or Model	Unit Price	Pick-up Cost (if different from unit price)
Aerial Lift			\$	\$
Chipper			\$	\$
Power Saw			\$	\$
Back Yard Lift			\$	\$
Trailer			\$	\$
Split Dump			\$	\$
Pole Power Saw			\$	\$
Full-size Pick-up			\$	\$
4WD Pick-up			\$	\$
Tractor			\$	\$
Bush Hog			\$	\$
All Terrain Tree Trimmer			\$	\$
Lift Truck-mileage			\$	\$
Weed Eater			\$	\$
Prentice Loader			\$	\$
Heavy Brush Cutter			\$	\$
Stump grinder, hydrostatic drive, 25hp			\$	\$
Off-Road Aerial Lift			\$	\$
Bucket Trucks – up to 55 ft.; as equal to Altec AM55			\$	\$

Digger Derrick Trucks – up to 55 ft.; as equal to Altec DM47B			\$	\$
Back –yard Machine – Electric Utility, as equal to Altec DB41B			\$	\$
Articulating Telescopic Bucket truck - 46kV, 350lb Platform Capacity			\$	\$
Man Lift – up to 90 ft, 500lb Capacity			\$	\$
Wheel Drive rough terrain forklift – 48” forks, 6k lb minimum, straight mast			\$	\$
Boom Lift, 39ft minimum working height, gas or diesel			\$	\$
Indoor scaffolding			\$	\$
Submersible pump, 2”			\$	\$
Trencher, 18”			\$	\$
LED Mobile Message Boards			\$	\$
Portable 500 KW diesel-engine generator with an interated 600-gallon fuel tank			\$	\$
Portable AC Unit 1 Ton A/C 110V			\$	\$
Electric demolition hammer, 60lbs			\$	\$
3000/3500 pound cable puller/tensioner-underground and overhead as equal to Sherman and Reilly PT-3500			\$	\$
Mobile Office 12x40			\$	\$

In reference to Section 4, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here.

Mobilization & Delivery

Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see zone map). If there is a return freight cost, please combine that in your total cost.

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Mobilization and Other Charges

	Unit Price
Charge if delivery is cancelled <u>prior</u> to mobilization	\$
Charge if delivery is cancelled <u>after</u> to mobilization	\$

Check here if you decline to bid on **Rental Equipment**

FMPA RFP 2021-246
Leasing Pricing (Blue Skies)

Contractor Company Name: _____

Authorized Signature: _____ **Date:** _____

PRICING:

Below is a partial list of equipment currently utilized by Participating Members. Please provide general pricing information for the following items. This pricing will be used for comparative purposes to evaluate proposals in conjunction with other data provided in the bid submittals.

All bidders are required to attach a full list of equipment with pricing sheet.

Awarded Bidder(s) will be required to submit a specific quote 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 and in your bid submittal:

EQUIPMENT				
Item	Manufacturer Name	Manufacturer # or Model	Unit Price	Pick-up Cost (if different from unit price)
Aerial Lift			\$	\$
Chipper			\$	\$
Power Saw			\$	\$
Back Yard Lift			\$	\$
Trailer			\$	\$
Split Dump			\$	\$
Pole Power Saw			\$	\$
Full-size Pick-up			\$	\$
4WD Pick-up			\$	\$
Tractor			\$	\$
Bush Hog			\$	\$
All Terrain Tree Trimmer			\$	\$
Lift Truck-mileage			\$	\$
Weed Eater			\$	\$
Prentice Loader			\$	\$
Heavy Brush Cutter			\$	\$
Stump grinder, hydrostatic drive, 25hp			\$	\$
Off-Road Aerial Lift			\$	\$
Bucket Trucks – up to 55 ft.; as equal to Altec AM55			\$	\$

Digger Derrick Trucks – up to 55 ft.; as equal to Altec DM47B			\$	\$
Back –yard Machine – Electric Utility, as equal to Altec DB41B			\$	\$
Articulating Telescopic Bucket truck - 46kV, 350lb Platform Capacity			\$	\$
Man Lift – up to 90 ft, 500lb Capacity			\$	\$
Wheel Drive rough terrain forklift – 48” forks, 6k lb minimum, straight mast			\$	\$
Boom Lift, 39ft minimum working height, gas or diesel			\$	\$
Indoor scaffolding			\$	\$
Submersible pump, 2”			\$	\$
Trencher, 18”			\$	\$
LED Mobile Message Boards			\$	\$
Portable 500 KW diesel-engine generator with an interated 600-gallon fuel tank			\$	\$
Portable AC Unit 1 Ton A/C 110V			\$	\$
Electric demolition hammer, 60lbs			\$	\$
3000/3500 pound cable puller/tensioner-underground and overhead as equal to Sherman and Reilly PT-3500			\$	\$
Mobile Office 12x40			\$	\$

In reference to Section 4, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here.

Mobilization & Delivery

Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see zone map). If there is a return freight cost, please combine that in your total cost.

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Mobilization and Other Charges

	Unit Price
Charge if delivery is cancelled <u>prior</u> to mobilization	\$
Charge if delivery is cancelled <u>after</u> to mobilization	\$

Check here if you decline to bid on **Leasing Equipment**

**EMERGENCY RESPONSE AND STORM RELATED SERVICES
FMPA RFP 2021-246
Rental Pricing**

Contractor Company Name: _____

Authorized Signature: _____ **Date:** _____

PRICING:

Below is a partial list of equipment currently utilized by Participating Members. Please provide general pricing information for the following items. This pricing will be used for comparative purposes to evaluate proposals in conjunction with other data provided in the bid submittals.

All bidders are required to attach a full list of equipment with pricing sheet.

Awarded Bidder(s) will be required to submit a specific quote 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 and in your bid submittal:

EQUIPMENT				
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Chipper			\$	\$
Power Saw			\$	\$
Back Yard Lift			\$	\$
Trailer			\$	\$
Split Dump			\$	\$
Pole Power Saw			\$	\$
Full-size Pick-up			\$	\$
4WD Pick-up			\$	\$
Tractor			\$	\$
Bush Hog			\$	\$
All Terrain Tree Trimmer			\$	\$
Lift Truck-mileage			\$	\$
Weed Eater			\$	\$
Prentice Loader			\$	\$
Heavy Brush Cutter			\$	\$
Stump grinder, hydrostatic drive, 25hp			\$	\$
Off-Road Aerial Lift			\$	\$

Bucket Trucks – up to 55 ft.; as equal to Altec AM55			\$	\$
Digger Derrick Trucks – up to 55 ft.; as equal to Altec DM47B			\$	\$
Back –yard Machine – Electric Utility, as equal to Altec DB41B			\$	\$
Articulating Telescopic Bucket truck - 46kV, 350lb Platform Capacity			\$	\$
Man Lift – up to 90 ft, 500lb Capacity			\$	\$
Wheel Drive rough terrain forklift – 48” forks, 6k lb minimum, straight mast			\$	\$
Boom Lift, 39ft minimum working height, gas or diesel			\$	\$
Indoor scaffolding			\$	\$
Submersible pump, 2”			\$	\$
Trencher, 18”			\$	\$
LED Mobile Message Boards			\$	\$
Portable 500 KW diesel-engine generator with an interated 600-gallon fuel tank			\$	\$
Portable AC Unit 1 Ton A/C 110V			\$	\$
Electric demolition hammer, 60lbs			\$	\$
3000/3500 pound cable puller/tensioner-underground and overhead as equal to Sherman and Reilly PT-3500			\$	\$
Mobile Office 12x40			\$	\$

In reference to Section 4, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here.

Mobilization & Delivery

Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see zone map). If there is a return freight cost, please combine that in your total cost.

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Mobilization and Other Charges

	Unit Price
Charge if delivery is cancelled <u>prior</u> to mobilization	\$
Charge if delivery is cancelled <u>after</u> to mobilization	\$

Check here if you decline to bid on **Rental Equipment - Emergency Response**

**EMERGENCY RESPONSE AND STORM RELATED SERVICES
FMPA RFP 2021-246
Leasing Pricing**

Contractor Company Name: _____

Authorized Signature: _____ **Date:** _____

PRICING:

Below is a partial list of equipment currently utilized by Participating Members. Please provide general pricing information for the following items. This pricing will be used for comparative purposes to evaluate proposals in conjunction with other data provided in the bid submittals.

All bidders are required to attach a full list of equipment with pricing sheet.

Awarded Bidder(s) will be required to submit a specific quote 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 and in your bid submittal:

EQUIPMENT				
Item	Manufacturer Name	Manufacturer # or Model	Unit Price	Pick-up Cost (if different from unit price)
Aerial Lift			\$	\$
Chipper			\$	\$
Power Saw			\$	\$
Back Yard Lift			\$	\$
Trailer			\$	\$
Split Dump			\$	\$
Pole Power Saw			\$	\$
Full-size Pick-up			\$	\$
4WD Pick-up			\$	\$
Tractor			\$	\$
Bush Hog			\$	\$
All Terrain Tree Trimmer			\$	\$
Lift Truck-mileage			\$	\$
Weed Eater			\$	\$
Prentice Loader			\$	\$
Heavy Brush Cutter			\$	\$
Stump grinder, hydrostatic drive, 25hp			\$	\$
Off-Road Aerial Lift			\$	\$

Bucket Trucks – up to 55 ft.; as equal to Altec AM55			\$	\$
Digger Derrick Trucks – up to 55 ft.; as equal to Altec DM47B			\$	\$
Back –yard Machine – Electric Utility, as equal to Altec DB41B			\$	\$
Articulating Telescopic Bucket truck - 46kV, 350lb Platform Capacity			\$	\$
Man Lift – up to 90 ft, 500lb Capacity			\$	\$
Wheel Drive rough terrain forklift – 48” forks, 6k lb minimum, straight mast			\$	\$
Boom Lift, 39ft minimum working height, gas or diesel			\$	\$
Indoor scaffolding			\$	\$
Submersible pump, 2”			\$	\$
Trencher, 18”			\$	\$
LED Mobile Message Boards			\$	\$
Portable 500 KW diesel-engine generator with an interated 600-gallon fuel tank			\$	\$
Portable AC Unit 1 Ton A/C 110V			\$	\$
Electric demolition hammer, 60lbs			\$	\$
3000/3500 pound cable puller/tensioner-underground and overhead as equal to Sherman and Reilly PT-3500			\$	\$
Mobile Office 12x40			\$	\$

In reference to Section 4, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here.

Mobilization & Delivery

Below, please indicate the total travel cost, including mileage and manhours, from your facility to each zone (please see zone map). If there is a return freight cost, please combine that in your total cost.

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Mobilization and Other Charges

	Unit Price
Charge if delivery is cancelled <u>prior</u> to mobilization	\$
Charge if delivery is cancelled <u>after</u> to mobilization	\$

Check here if you decline to bid **Leasing Equipment - Emergency Response**

REFERENCES:

Below or on an attached sheet, list your references specifically pertaining to this type of work within the last 3 years.

1. Name: _____

Address: _____

Phone: _____

Fax: _____

Contact: _____

2. Name: _____

Address: _____

Phone: _____

Fax: _____

Contact: _____

3. Name: _____

Address: _____

Phone: _____

Fax: _____

Contact: _____

COMPLIANCE FORMS

PROPOSER INFORMATION FORM
Exceptions & Clarifications
 FMPA RFP 2021-246

✓	
	We DO NOT take exception to any items included in the RFP or Master Services Agreement.

	We TAKE exception as follows:

Company Name:	
Authorized Signature:	
Print/Type Name of Signer:	
Company Address:	
Telephone Number:	
Contact Email Address:	
Date:	

Minority Business Status: Yes No If yes, please indicate type and certificate # below

Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 45 through 55 of this Request for Proposal, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at _____ this _____ day of _____, 20__.

Proposer _____

By _____
Signature Printed or Typed Name

Title _____

Complete Business Address of Proposer: _____

State of Incorporation _____

Complete Address of Principal Office _____

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

Telephone (____) _____ Fax (____) _____

E-Mail _____

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____
[name of bidder or contractor]

is _____.

2. My relationship to _____
[name of bidder or contractor]

is _____
[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned

above on the ____ day of _____, 20__.

Notary Public

(Affix Seal)

My Commission Expires

Type or Printed Name

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# 2021-246

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name

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

**DRAFT
MASTER SERVICES 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 _____, with its principle place of business located at _____, ("Contractor").

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

FMPA's members are 31 municipal electric systems within the state of Florida.

Contractor is a company offering Rental & Leasing of Heavy Equipment and Utility Related Products and Services.

The parties desire for Contractor to perform the services more fully described in this agreement and Schedule A.

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

Section 1. Scope of Services

FMPA is entering into this Master Services Agreement on behalf of its members for Contractor to provide its services as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference (the "Services"). For FMPA's members that desire for Contractor to furnish Services under this agreement ("Participating Members"), FMPA is acting as a "Solicitation Agent" only. Each Participating Member will issue a Purchase Order with project-specific technical specifications. In addition, the Participating Member's 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 Contractor.

In the event that any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, or with the terms and conditions of a Participating Member's Purchase Order, the hierarchy will be as follows: 1) the terms of the Participating Member's Purchase Order, 2) the terms of this agreement, 3) the terms provided in Schedule A.

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 for a period of five years from the effective date. Thereafter, this agreement may be renewed on an annual basis upon mutual consent of the parties, for up to two additional one-year terms. Either party wishing to extend this agreement must notify the other party in writing no later than 60 days prior to the end of the then-current contract term of its desire to renew. If the other party does not respond to the renewal notification within 30 days of receipt, it will be deemed that the party consents to the renewal of the agreement.

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

Any failure by Contractor to perform or comply with the terms and conditions of a Purchase Order issued under this agreement which continues for 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. 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 Purchase Order prior to the termination date.

Section 3. Compensation and Payment

Participating Members will through their own initiative issue project-specific Purchase Orders to Contractor. 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 Purchase Order entered into by them with Contractor.

Prices as stated in Schedule A will be firm for the first two years of this agreement, with pricing updates considered each year thereafter. Any price changes must be agreed to in writing at least 60 days prior to becoming effective.

Section 4. Independent Contractor Status

It is understood and agreed that Contractor is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Contractor agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Contractor will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Contractor for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA. Contractor agrees that it shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract. For purposes of this Section 4, the term FMPA includes FMPA's Participating Members.

Section 5. Standard of Care

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Contractor represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices. Contractor will re-performing at Contractor's expense any Services performed by Contractor which have failed to meet the above warranty, if such failure is promptly reported to Contractor not later than one (1) year following completion of the applicable Services. With respect to any equipment and/or materials provided pursuant to the Services, such shall be provided on an "as-is, where-is,

with all-faults” basis, provided that Contractor shall pass through any manufacturer warranties available for assignment to FMPA and/or the applicable FMPA Participating Member with respect to any such equipment and/or materials. The foregoing remedy shall be client’s sole remedy for any failure of company to comply with its warranty obligations.

Section 6. Insurance

The Contractor shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below. Insurance Carrier Rating Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the Participating Member. Insurance coverage shall be provided by companies rated A- or better by Best’s Insurance Rating. The Participating Member reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. Contractor shall furnish Participating Members a copy of the insurance certificate prior to starting any work on site:

(a) **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 be, at a minimum, as follows: Workers’ Compensation- Statutory; Employer’s Liability- \$500,000 each.

(b) **Commercial General Liability.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member (to the extent of Contractor’s indemnity obligations in this agreement) 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 this agreement 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 combined single limit per occurrence / \$4 million general annual aggregate for bodily injury and property damage.

(c) **Automobile Liability Policy.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member (to the extent of Contractor’s indemnity obligations in this agreement) 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.

(d) **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. Any party named an additional insured pursuant to this Agreement shall be an additional insured where permissible by law but only to the extent the loss in question is caused by the negligent act or omission of the Contractor, and only to the extent necessary to provide coverage for the indemnity obligations expressly assumed by Contractor under this Agreement, and not in respect to any act or omission or operation of the Participating Member. It is the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct.

(e) **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,

where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the Participating Member, or any indemnitee.

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

Section 7. Indemnification

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Contractor during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA to the extent arising from the negligence, gross negligence, and/or intentional or willful misconduct of Contractor while performing work under this Agreement. The liability of the Contractor is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability. The indemnity and hold harmless obligations, however, shall not apply to the extent of FMPA's or a Participating Member's negligence, gross negligence, and/or intentional or willful misconduct. Neither party shall be liable to the other party for any incidental, indirect, special, punitive or consequential damages (including without limitation any damages relating to lost profits, revenue or loss of use) arising in connection with this agreement or any Purchase Order. The Contractor and its affiliates' maximum liability shall not exceed the greater of (i) the price set forth in the applicable Purchase Order, or (ii) the sum of the insurance policy limits required herein.

Section 8. General Terms and Conditions

(a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.

(b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.

(c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

(d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.

(e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

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

FLORIDA MUNICIPAL POWER AGENCY

CONTRACTOR

By: _____

By: _____

Schedule A

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as a place holder for RFP and awarded contractor's pricing information.

STATEMENT OF NO PROPOSAL

Sharon Samuels
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 2021-246, July 2021, Florida Municipal Power Agency Rental & Leasing of Heavy Equipment and Utility Related Products and 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: _____



Thanks for your interest in serving our Members.