

**Florida Municipal Power Agency**

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

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

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**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.

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# REQUEST FOR PROPOSALS

(This is not an order)

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

RFP FMPA 2021-202A

Date Issued: March 23, 2022

Telephone: (407) 355-7767

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT 1:00 P.M. ON APRIL 20, 2022, WHICH WILL BE IN THE FMPA FIRST FLOOR CONFERENCE ROOM LOCATED IN THE FMPA BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

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

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## DESCRIPTION

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**March 2022**

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

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

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

**ADVERTISEMENT**

Proposal For

**March 2022**

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

**REQUEST FOR PROPOSALS  
FMPA 2021-202A**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until 1:00 p.m., April 20, 2022, when at that time Proposals will be opened publicly by a FMPA representative.

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

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

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

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

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

Jacob Williams  
General Manager and CEO  
Florida Municipal Power Agency

# **FLORIDA MUNICIPAL POWER AGENCY**

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

### **1. FMPA Description**

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

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

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

FMPA currently has existing MSAs for Transmission & Distribution (T&D) Construction and Maintenance Services to FMPA Members. The FMPA Members has issued this supplemental RFP seeking to expand the vendors list as we approach storm season.

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

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

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

Contractors submitting proposals in response to this Request for Proposal (RFP) may elect to submit proposals to perform all types of work requested or only selected items, depending on the firm's expertise. If a firm elects to exclude specific types of work from its proposal, such exclusions must be noted in the proposal and on the pricing bid forms (Pages BF-2 through BF-12).

**3. Overview**

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

- City of Bartow
- City of Bushnell
- City of Clewiston
- City of Homestead
- City of Lake Worth Beach
- City of Mount Dora
- City of Newberry
- City of Wauchula
- Beaches Energy Services
- Fort Pierce Utilities Authority
- Keys Energy Services
- Kissimmee Utility Authority
- Orlando Utilities Commission
- Utilities Commission, City of New Smyrna Beach

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

**4. Participating Members**

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

**5. Purchasing Services**

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

**6. FMPA's Responsibility**

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

**7. Indemnity**

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

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

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

**8. Notice to Proposers**

Sealed proposal packages will be received until 1:00 p.m. EDT on April 20, 2022 ("Proposal Due Date") at the offices of Florida Municipal Power Agency. Each proposer is required to submit a Proposer Information Form (included in this RFP package), other forms included in this package as appropriate, and all other information necessary to allow a complete evaluation of the proposal. Registered proposers will be notified through the issue of RFP addenda of any change in the Proposal Due Date or other necessary revision to information contained in this RFP. FMPA reserves the right to reject all proposals received after the Proposal Due Date.

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

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

Clearly legible on the outside of the sealed envelope shall be "T&D Construction and Maintenance Services, FMPA RFP 2021-202A".

**9. Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for 120 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. Term and Extension Option**

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

**11. Right of Rejection**

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

FMPA reserves the right to:

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

**12. Proposal Contents**

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

1. Detailed description of the type of services that can be provided;
2. Demonstration of first-hand experience in providing similar services to those requested in this RFP;
3. Description of the resources available, including staffing levels, qualifications of staff (i.e., number of journeyman, apprentices, etc.), equipment and capabilities; and locations of offices, service yards, equipment;
4. Overview of employee training programs;
5. General description of how cost estimates will be developed for projects;
6. General description of how projects will be staffed, managed, and completed, including project management and invoicing practices;

7. Identification of any services that may be provided by a subcontractor;
8. List of at least five references for which similar projects were conducted, including name, company, title, phone number and email address, and a brief description of the project including the start and end dates;
9. EMR Safety Rating for the past three years; and
10. Fully executed forms as provided in Appendix B - Bid Forms.

**13. RFP Schedule**

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

Public Notice/Distribution of RFP	March 23, 2022
Sealed Proposals Due Date	April 20, 2022
Award	May 11, 2022

**14. Performance Bond/Surety**

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

**15. Budgetary Constraints**

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

**16. Interpretations and Addenda**

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

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

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

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



**17. Bid Expenses**

All expenses for making bids to FMPA are to be borne by the bidder.

**18. 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.

**19. 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.

**20. Default and Damages Provisions**

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

**21. 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."

**22. 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.

**23. 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.

**24. Subcontracted Services**

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

**25. Definitions**

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

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

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

PARTICIPANT CONTRACT – The aggregation of all documents that constitute the binding agreement between the Contractor and a Participating Member. The Participant Contract may include but shall not be limited to The Award or Agreements that result from this solicitation, Participant Blanket Orders, Participant Purchase Orders, Order Releases, and all attachment agreements.

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

**26. 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.

## **27. Reserved Rights**

- 27.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities, request the submission of clarifying information, and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award that FMPA deems will best serve its Members interests; and, 4) award the contract on a total order basis, by individual zone, or on a line item basis.
- 27.2 FMPA reserves the right 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.
- 27.3 To be responsive, a bidder shall submit a bid, which conforms in all services respects to the requirements set forth in the Invitation to Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which will assure good faith performance.
- 27.4 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.

## **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. Time and Materials Pricing**

Total job price for services bid as Time and Materials is NOT to exceed \$300,000.00 (three hundred thousand dollars and no cents) without being revisited and agreed on by the Participating Member(s).

## **30. Non Disclosure**

By accepting the Award, the Awarded Bidder agrees not to divulge to third parties, without the prior written consent of the Participating Member(s) any information that a prudent businessperson would consider sensitive, obtained by the Awarded Bidder in connection with the performance under this Award agreement. Information includes, but not limited to, technology, specifications, manuals, customer supplied information, design of utility water and electrical systems. The Participating Member(s) must approve access to sensitive Member information in advance. If so requested by Participating Member(s), the Awarded Bidder further agrees to require its employees to execute a nondisclosure agreement prior to performing any services under this Award agreement. Notwithstanding the above, the preceding shall not apply if the information was public knowledge, already known by Awarded Bidder, was obtained by Awarded Bidder from a third party who did not receive the information from Participating Member, or was independently developed by Awarded Bidder.

### **31. Other Basis For Award**

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

- Quality of workmanship as represented by references
- Qualified Personnel (for Services)
- Relevant Experience
- Capabilities to perform to the contractual requirements.
- Capabilities to perform technical requirements
- Time of Delivery or Schedule

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 "Affidavit of Compliance" form.

### **32. 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").

### **33. Site Access Conditions**

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

1. Contractor shall confine its activities to only those portions of the Facility necessary for performance of the Services.
2. Contractor shall take all safety measures reasonably necessary to protect Participating Member, its permittees and licensees and the property of each, from injury or damage caused by or resulting from the performance of Services. Contractor shall follow any and all safety and security procedures established by Participating Member for the Facility. In the event of a security emergency, Participating Member may deny Contractor access to a Facility or request that Contractor leave the Facility.
3. Contractor shall maintain all required insurance coverage's set forth in Section 28 at all times during the term of the Purchase Order.

4. Contractor's performance of Services shall not interfere with the use, occupancy or enjoyment of the Facility by Participating Member.
5. No work or activity performed as part of the Services shall cause Participating Member to be in violation of any requirement of law nor shall Contractor or any agent, employee or representative violate any federal, state or local laws while performing Services.
6. All Services shall be performed in a manner that will not damage the Facility and Contractor shall promptly notify Participating Member and shall be responsible for the cost of repairing any such damage should it occur.
7. Participating Member rules on maintaining a drug-free workplace shall be strictly followed and enforced by Contractor with respect to all of its employees or subcontractors and none of Contractor's employees, subcontractors, agents or representatives shall be permitted to use non-prescription drugs or alcohol at any Participating Member Facility.

### **34. Required Insurance**

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

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

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

The liability limits shall not be less than:

Workers' Compensation Statutory

Employers Liability \$100,000 each

#### **2. Commercial General Liability**

This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor under the paragraph entitled "Indemnities" and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than \$2 million combined single limit per occurrence / \$4 million general annual aggregate for bodily injury and property damage.

**3. Automobile Liability Policy**

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

- 4. Professional Liability.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating member against any damages caused by an error, omission or any negligent acts. Limits of not less than \$2 million combined single limit per occurrence / \$4 million general annual aggregate shall be provided.

**5. 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.

**6. Waiver of Subrogation**

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

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

**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. 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.

### **38. Services Warranties**

#### **Warranty of Services**

Contractor warrants that the Services performed hereunder will reflect competent professional knowledge and judgment. If Participating Members gives Contractor notice within a reasonable period after the Services are completed that any Services are defective Contractor shall re-perform such nonconforming Services.

#### **Remedy**

If Contractor breaches the warranty of care, Contractor shall upon Notice from Participating Member and without additional compensation, correct or revise any errors or deficiencies in the Work Products, and other Services.

### **39. 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.

### **40. 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.

**41. Safety and Protection**

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

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

**42. Suspension of Work**

Participating Member(s) may suspend the Work under the Award or any portion thereof at anytime. Participating Member(s) may at any time reduce Crews, Equipment, and Staffing.

**43. Acceptance and Payment for Work Completed**

Weekly time and charge sheets must be submitted to the Participating Member once per week during the Work period, if requested. The weekly charge sheets must be for a

complete work week, and shall be submitted no later than two working days after the end of the work week. These weekly time and charge sheets will be used for comparison of all invoices. Invoices for completed Work will be accepted by the Participating Member once per month.

**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 effected 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. 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.

**46. 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.

**47. 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.

**48. 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.

#### **49. 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.”

## **50. 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.

## **51. 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.

## **52. 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.

## **53. 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.

## **54. 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.

**55. 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>.

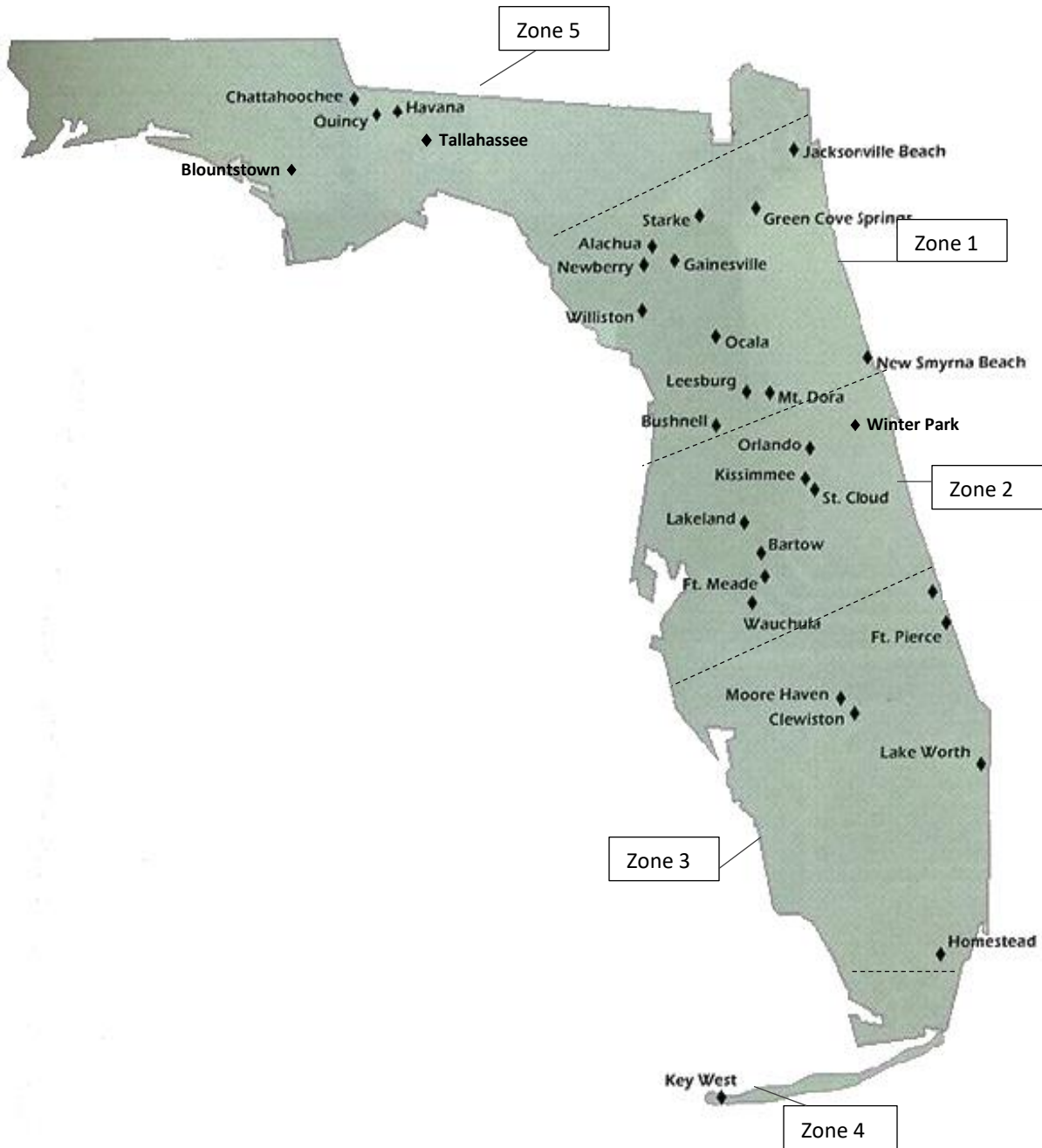
**56. DHS SEAL, LOGO, AND FLAGS**

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.

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

# LOCATION OF FMPA MEMBERS

## State of Florida





**APPENDIX B  
BID FORMS**

**PROPOSAL FOR PROVISION OF  
ELECTRIC UTILITY TRANSMISSION & DISTRIBUTION  
CONSTRUCTION AND MAINTENANCE SERVICES - SUPPLEMENTAL  
FOR THE FLORIDA MUNICIPAL POWER AGENCY**

I have carefully examined the RFP, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this solicitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid except where noted on the Affidavit of Compliance form.

I hereby propose to furnish the materials/services specified in the RFP at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-12.

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.

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-12.

Prices quoted shall remain firm and irrevocable for a period of specified in the RFP.

**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 – 202A  
Overhead Distribution System Pricing**

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

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

**PRICING:**

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

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

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

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

**FMPA RFP 2021 – 202A**  
**Underground Distribution System Pricing**

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

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

**PRICING:**

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

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

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

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

**FMPA RFP 2021 – 202A  
Transmission System Pricing**

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

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

**PRICING:**

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

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

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

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

**FMPA RFP 2021 – 202A**  
**Miscellaneous Equipment and Charges - Pricing**

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

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

**PRICING:**

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

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

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

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

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

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

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

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



**EMERGENCY RESPONSE AND STORM RELATED SERVICES**  
**FMPA RFP 2021 – 202A**  
**Overhead Distribution System Pricing**

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

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

**PRICING:**

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

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

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

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

**EMERGENCY RESPONSE AND STORM RELATED SERVICES**  
**FMPA RFP 2021 – 202A**  
**Underground Distribution System Pricing**

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

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

**PRICING:**

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

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

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

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

**EMERGENCY RESPONSE AND STORM RELATED SERVICES**  
**FMPA RFP 2021 – 202A**  
**Transmission System Pricing**

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

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

**PRICING:**

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

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

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

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

**EMERGENCY RESPONSE AND STORM RELATED SERVICES**  
**FMPA RFP 2021 – 202A**  
**Miscellaneous Equipment and Charges - Pricing**

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

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

**PRICING:**

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

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

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

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

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

**AFFIDAVIT OF COMPLIANCE**  
FMPA RFP # 2021-202A

\_\_\_\_\_ We DO NOT take any exceptions to the Specifications or Terms of this RFP.

\_\_\_\_\_ We TAKE exception to the Terms & Conditions.

\_\_\_\_\_ We TAKE exception to the Specifications as follows:

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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: \_\_\_\_\_

Minority Business Status: Yes  No  If yes, please indicate type and certificate #  
here \_\_\_\_\_

**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)

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Regarding Sections 46 through 56 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

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Signature of Contractor's Authorized Official

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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 name and 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# 2021-202A***

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

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

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

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

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

# DRUG-FREE WORKPLACE COMPLIANCE FORM

## IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

(Name of business)

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

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

\_\_\_\_\_  
Date

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

## 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 2021-202A, Florida Municipal Power Agency Provision of Electric Utility Transmission & Distribution System Construction and Maintenance Services - for the following reasons:

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

**APPENDIX C**  
**DRAFT MASTER SERVICES AGREEMENT**

## Master Services Agreement

This Master Services Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and [CONTRACTOR], with its principle place of business located at [ADDRESS], ("Contractor").

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

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

Contractor is a company offering construction and maintenance 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 four years from the



effective date. Thereafter, this agreement may be renewed on an annual basis upon mutual consent of the parties, for up to four 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 for years 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.

### **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- \$100,000 each.
- (b) **Commercial General Liability.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor under the paragraph entitled "Indemnities" and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than \$2 million 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 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) **Professional Liability.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating member against any damages caused by an error, omission or any negligent acts. Limits of not less than \$2 million combined single limit per occurrence / \$4 million general annual aggregate shall be provided.
- (e) **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.
- (f) **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 FMFA, 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 FMFA 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 FMFA's or a Participating Member's negligence, gross negligence, and/or intentional or willful misconduct.

**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**

DRAFT



**Thanks for your interest in serving our Members.**