



Florida Municipal Power Agency

REQUEST FOR PROPOSALS

FOR PROVISION OF

SYSTEMS IMPLEMENTATION

PROJECT MANAGEMENT SERVICES

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

REQUEST FOR PROPOSALS

(This is not an order)

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

RFP FMPA 2022-214

Date Issued: October 17, 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 NOVEMBER 16, 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.

DESCRIPTION

October 2022

**Florida Municipal Power Agency
Request for Proposals for Systems Implementation Project Management &
Related Technical Support Services**

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

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

ADVERTISEMENT

Proposal For

October 2022

**FLORIDA MUNICIPAL POWER AGENCY
REQUEST FOR PROPOSALS FOR SYSTEMS IMPLEMENTATION PROJECT MANAGEMENT &
RELATED TECHNICAL SUPPORT SERVICES**

**REQUEST FOR PROPOSALS
FMPA 2022-214**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until 1:00 p.m., November 16, 2022, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for the provision of Systems Implementation Project Management & Related Technical Support Services as more fully described in the Request for Proposals package.

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

No proposal may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of proposals.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

Proposals will be accepted for Systems Implementation Project Management & Related Technical Support 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
Systems Implementation Project Management &
Related Technical Support 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 33 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

With this RFP, on behalf of our Members, FMPA is seeking one or more vendor(s) to provide systems implementation project management and related technical support services. The anticipated services shall be comprehensive support from contract acceptance to project deployment. Projects may include programs such as Advanced Metering Infrastructure (AMI), GIS, Meter Data Management System (MDM), and Work Order Management Systems (WOMS), Customer Information Systems (CIS), etc.

The anticipated services shall include implementation of the initial phase, full implementation phase, reporting and business intelligence, deployment quality assurance, quality control, benefits verification, testing and validation, and project handoff to Participating Member utility.

FMPA is issuing this joint solicitation on behalf of multiple member utilities. This number of participants can increase or decrease based on the future needs of Member utilities.

FMPA will enter into a Master Services Agreement with the selected vendor which terms will govern for any future work assignments requested of the selected vendor by FMPA Members. FMPA Members that choose to utilize the product/services under the Master Services Agreement will issue a Purchase Order to the awarded vendor. The Purchase Order may contain additional terms and conditions in addition to those in the Master Services Agreement. All invoicing will be conducted between the vendor and the Participating Member.

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 Newberry
City of Clewiston

Upon selection of the awarded Vendor(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 Vendor (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 Vendor (s).

4. Participating Members

This RFP is requesting proposals for Systems Implementation Project Management & Related Technical Support Services to be provided to Participating Members. It is anticipated that municipal entities other than those "Participating Members" listed in Section 3 may also wish to obtain Systems Implementation Project Management & Related Technical Support 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 November 16, 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 "Systems Implementation Project Management Services, FMPA RFP 2022-214".

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

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.

This proposal may be extended by mutual agreement between FMPA and/or FMPA Members and the successful proposer(s).

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. Scope of Work

FMPA Participating Members are seeking one or more vendors for systems implementation project management and related technical support.

Services shall include implementation of the initial phase, full implementation phase, reporting and business intelligence, deployment quality assurance, quality control, benefits verification, testing and validation, and project handoff to Participating Member utility.

The selected Proposer is expected to provide project management and execution of project scope and schedule in a structured project approach.

At a minimum, execution of the scope shall include:

- Weekly progress and status updates
- Attendance and participation in weekly or monthly project meetings during implementation; some onsite, in person, participation may be required.
- Prompt response to phone calls and emails from the utility project team.
- The selected proposer(s) are expected to contribute, respond and satisfy all action items, issues, risks, and change control responsibilities related to each.

High-level Project Management duties and responsibilities for programs include:

- Day to day coordination, leadership and quality assurance for projects and tasks using best practices.
- Interface with subject matter experts and other impacted groups for project requirements and scope.
- Review and manage acceptance of any installations, as applicable.
- Review and provide guidance for acceptance of invoices, as applicable.
- Develop detailed project plans, milestones, and schedules.
- Facilitate communications among various stakeholders and subject matter experts.
- Function as an interface with vendors and consultants.
- Lead and facilitate project planning, discussions, decisions, and activities.
- Proactively identify and report on risks, issues, and dependencies for the projects.
- Review and comment on business requirements documents.
- Liaise across departments.
- Report project status to key stakeholders and provide educated analysis on actions to be taken.
- Create executive summaries or dashboard with overall progress, costs, and any other key item to be tracked.
- Maintain daily records of activities and interactions to include: Meeting Agendas, Minutes, and Action items; Process and Business Practice and planning documents; all other written materials developed during the course of the contact.
- Identification of future processes that may relate to project.
- Lead and facilitate development of any monitoring programs for the project.
- Support Utility decision while providing experience-based recommendations.

A. Project Management specific to AMI

FMPA Participating Members are seeking one or more vendors for implementation of utility AMI programs. Services shall include implementation of the initial phase, full implementation phase, reporting and business intelligence, deployment quality assurance, quality control, benefits verification, inventory management, and related services. The selected Proposer is expected to provide project management and execution of project scope and schedule in a structured project approach.

The desired project structure is as follows: Participating Member will have management responsibility for the overall program. The selected Proposer will have day-to-day project management and quality assurance responsibility. The selected Proposer will be responsible for quality assurance and control as it related to their approved contract and scope of work.

At a minimum, execution of the scope shall include:

- Weekly progress and status updates
- Attendance and participation in weekly or monthly project meetings during implementation; some onsite, in person, participation may be required.
- Prompt response to phone calls and emails from the AMI team.
- The selected proposer(s) are expected to contribute, respond and satisfy all action items, issues, risks, and change control responsibilities related to each.

High-level Project Management duties and responsibilities for the AMI programs include:

- Day to day coordination, leadership and quality assurance for projects and tasks using best practices.
- Interface with subject matter experts and other impacted groups for project requirements and scope.
- Review and manage acceptance of field meter installations.
- Review and provide guidance for acceptance of invoices.
- Develop detailed project plans, milestones, and schedules.
- Facilitate communications among various stakeholders and subject matter experts.
- Function as an interface with vendors and consultants.
- Lead and facilitate project planning, discussions, decisions, and activities.
- Proactively identify and report on risks, issues, and dependencies for the projects.
- Review and comment on business requirements documents.
- Liaise across departments.
- Report project status to key stakeholders and provide educated analysis on actions to be taken.
- Create executive summaries or dashboard with overall progress, costs, and any other key item to be tracked.
- Maintain daily records of activities and interactions to include: Meeting Agendas, Minutes, and Action items; Process and Business Practice and planning documents; all other written materials developed during the course of the contact.
- Identification of future AMI processes.
- Lead and facilitate development of a Pressure and Flow monitoring program.
- Support Utility decision while providing experience-based recommendations.
- Lead and facilitate development of plan to convert from bi-monthly to monthly billing.
- Lead and facilitate development of plan to convert from cubic foot to gallon billing.

For the duration of the project, FMPA Participating Members require, at a minimum, the following issue management and technical support for field and technical issues.

- A single point of contact (POC) for reporting, communicating and resolving all issues.
- A web-based facility to report and monitor all issues that arise related to field or technical issues for the duration of the project.
- An escalation process to assure timely and productive responses to project related issues which may arise.

B. Technical Services specific to AMI

FMPA Participating Members are seeking one or more Contactors for Technical Services relating to the implementation of utility AMI programs.

High-level Project Management duties and responsibilities for the AMI programs include:

1) Testing and validation of Program software, applications, integrations, alerts, load testing, and meter read rates, using the fundamental testing components below:

- Planning and control
- Analysis and design
- Implementation and execution
- Integration with other platforms
- Security
- Evaluating exit criteria and reporting
- Test closure activities
- Reviewing requirements, architecture, design, interface specifications, which collectively comprise the test basis.
- Analyze test items, specification, behavior and structure to identify test conditions and test data required.
- Designing the tests, including assigning priority
- Determining whether the requirements and the system are testable.
- Detailing what the test environment should look like, and whether there are any infrastructure and tools required.
- Highlighting the test data required for the test conditions and test cases.
- Creating bidirectional traceability between test basis and test cases.
- Test Plan and Test Script development.
- End to End Testing, including network/backhaul testing.
- Test tracking documentation and scheduling.

2) Analysis of AMI Data, to include:

- Consumption analysis
- Bill analysis
- Data driven customer outreach
- User access and analysis
- Utilizing AMI data to support electrical & water treatment and field operations
- Data failures
- Trends
- Stale and static meters

- High priority alarms (e.g., meter tampering, high temperature, Voltage sags/swells, reverse power)
- Register read availability
- Interval read availability
- Time-of-use availability
- Demand and coincident demand read availability
- KPIs and dashboards
- ESRI Insights Set Up implementation

3) Management of AMI Data, to include:

- Ensuring AMI data is effectively integrated, distributed, and analyzed across the organization.
- Ensuring AMI data is effectively leveraged for system validation and verification.

4) Lead and facilitate development of Pressure and flow monitoring program, to include:

- Data Point and type definition
- GIS data guidance
- Identification of Key Data

For the duration of the project, FMPA Participating Members require, at a minimum, the following issue management and technical support for field and technical issues.

- A single point of contact (POC) for reporting, communicating and resolving all issues.
- A web-based facility to report and monitor all issues that arise related to field or technical issues for the duration of the project.
- An escalation process to assure timely and productive responses to project related issues which may arise.

13. **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:

- Description of Services:** Proposers are to include with their proposal a complete description of their understanding of the services requested and the services available. This description should be as definitive as possible to allow reasonable understanding and evaluation of the proposal and demonstrate the proposer's understanding of the requested Scope of Services.
- Services Details:** Proposers should identify the specific details of how they will provide the services outlined in this section and Section 12. Proposals should include a detailed description of the services available to FMPA Members.

The proposal must also include the following:

- Describe your organization's approach to ensure a consistent delivery of service to FMPA members.
- Provide a high-level description of the implementation of services to be provided.

- Describe any value-added OR other services that your organization provides that may be beneficial to utilities.
- c. **Key Team Qualifications:** The proposer must provide qualifications of key personnel who will be performing the work, equipment and capabilities; and locations of offices;
 - d. **Firm's Rate Schedules.**
 - e. **Related Experience:** The proposer must demonstrate first-hand experience in providing similar services, including experience in working with utilities (preferably electric utilities) in the State of Florida. A list of references (minimum of 3 references), preferably in the municipal electric utility industry, including contact information and a brief description of the project must be provided.
 - f. **Availability of Resources:** The proposer must show that they have the resources necessary to provide the requested services and clearly define any limitations.
 - g. Proof of licenses and certifications as applicable;
 - h. **Use of Subcontractors:** The proposal must specifically identify if any aspects of the project may be completed by a subcontractor. Specific tasks and the specific subcontractor to be used must be provided. All qualifications and resume requirements must also be provided in proposer submittal.
 - i. Description of firm's availability and current schedule;
 - j. **Ownership Structure:** The proposal must include a full description of the ownership structure of the firm, including all parents and affiliates.
 - k. **Proposer Information Form:** A completed Proposer Information Form must be provided.
 - l. **Bid Forms:** Fully executed forms as provided in Appendix B - Bid Forms.
 - m. **Pricing:**

Proposers are not required to bid all systems project management.

The three (3) sections of the bid are:

- 1) General Project Management Services (tell us which systems your firm provides services for)
- 2) AMI Implementation Project Management Services
- 3) Technical Support Services (AMI)

14. Evaluation Process

The proposals will be evaluated based on information provided by each proposer by the Proposal Due Date. No additional data will be considered after the Proposal Due Date, except for clarifications requested by FMPA. FMPA will evaluate the proposals in terms of cost and other quantitative and non-quantitative factors.

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

Proposals will be evaluated by a review team comprised of representatives from interested FMPA member utilities and/or FMPA staff. Proposals will be evaluated based on the completeness of the proposals and how well the vendor meets the requirements detailed in the RFP.

Evaluation Criteria – Scoring

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

- Firm Experience (20)
- Firm Qualifications (30)
- Professional Staff Experience (40)
- Adherence to terms (10)

15. Use of Ideas

All materials submitted in response to the RFP become the property of FMPA and will be returned only at the option of FMPA. Except as otherwise prohibited by law, FMPA has the right to use any and all ideas presented in response to this RFP. Selection or rejection of a proposal does not affect this right.

16. 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	October 17, 2022
Intent to Bid forms Due Date	October 28, 2022
Deadline for Questions & Answers	November 4, 2022
Sealed Proposals Due Date	November 16, 2022
Bidder Presentations <i>(If necessary)</i>	Week of December 5, 2022
Award <i>(Estimated Date)</i>	January 5, 2022

17. 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.

18. 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.

19. 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.

20. Bid Expenses

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

21. 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.

22. 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.

23. 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.

24. 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."

25. 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.

26. 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.

27. 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.

28. 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, vendor, 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.

29. 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.

30. Reserved Rights

- 30.1 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.
- 30.2 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.
- 30.3 To be responsive, a bidder shall submit a bid, which conforms in all services respects to the requirements set forth in the Request for Proposal. 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.
- 30.4 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.

31. 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.

32. 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.

33. Other Basis For Award

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

- Quality of workmanship as represented by references
- Relevant Experience
- Capabilities to perform to the contractual requirements.
- Capabilities to perform technical requirements

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.

34. Required Insurance

Contractor shall maintain, at its own expense, insurance during the performance of the Work under this contract, with the limits of liability of not less than the following:

Worker's Compensation: Statutory

Professional Liability: \$1,000,000

Cyber Liability: \$2,000,000

Contractor shall provide FMPA with Certificates of Insurance evidencing these insurance requirements and naming FMPA as an additional insured, except on the worker's compensation policy, prior to the start of work. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Contractor. Any insurance or self-insurance programs maintained by FMPA do not contribute with insurance provided by the Contractor under the Agreement. Contractor shall provide FMPA with at least 10 days' notice of cancellation of any such insurance. At no time shall Contractor be without insurance in the above amounts during any performance related to this contract.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and

obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, information theft, damage to or destruction of electronic information, release of private information, liability to third parties for failure to handle, manage, store, and control personal identifiable information, alteration of electronic information, extortion, network security, legal fees, judgments, settlements, forensic experts and public relations efforts. The policy shall provide coverage for regulatory fines and penalties as well as credit monitoring expenses.

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. 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.

APPENDIX A
LOCATION OF FMPA MEMBERS

**APPENDIX B
BID FORMS**

**PROPOSAL FOR PROVISION OF
SYSTEMS IMPLEMENTATION PROJECT MANAGEMENT &
RELATED TECHNICAL SUPPORT SERVICES
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 products/services specified in the RFP at the prices quoted in my RFP response.

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.

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: _____

FLORIDA MUNICIPAL POWER AGENCY

Notice of Intent to Bid Form

RFP # 2022-214

Form Due Date: October 28, 2022

If you intend to submit a response to this Request for Proposal, we ask that you complete this form as soon as possible and e-mail it to Sharon.samuels@fmpa.com. You may also mail a copy of this form to the following address:

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

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

Please note:

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

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

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

Short-listed proposers will be asked to participate in an interview during the week of **December 5, 2022**. Actual dates and times will be coordinated with bidders following the bid opening.

----- Intent-to-Bid -----

RFP 2022-214

Name of Firm:

Address:

Name of Contact Person:

E-Mail Address:

Phone:

PROPOSER INFORMATION FORM
Exceptions & Clarifications
 FMPA RFP 2022-214

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

	We TAKE exception as follows:

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

Company is a certified minority business enterprise. If yes, please indicate type below: YES <input type="checkbox"/> NO <input type="checkbox"/>
--

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# 2022-214

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 2022-214, Florida Municipal Power Agency Provision of Systems Implementation Project Management & Related Technical Support 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

Services Agreement

This 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 [____], with its principle place of business located at [ADDRESS], ("_____").

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.

Contractor is company offering project management and technical support services. The parties desire for Contractor to perform the services more fully described in this agreement and in 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

Contractor shall provide its services (the "Services") to FMPA and participating FMPA Members as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference and which may be amended at the sole discretion of FMPA. In the event that any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, the terms of this agreement shall control.

Section 2. Term & Termination

This agreement shall commence upon the date stated in the introductory clause of this agreement, and, unless sooner terminated, shall continue in force for an initial period of five (5) years from its effective date. The initial term may be extended for five (5) additional one-year periods at the option of FMPA under the same terms and conditions as the original Agreement, including any Amendments thereto, unless otherwise modified by mutual agreement of FMPA and Contractor.

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 10 days prior written notice. Contractor may terminate this contract for cause upon 10 days prior written notice.

Upon Contractor's receipt of FMPA's notice of termination, Contractor shall cease all performance related to the Services, unless directed to do otherwise by FMPA in writing. FMPA shall pay Contractor for any Services that were completed by Contractor prior to the termination of this agreement. Upon such termination, Contractor shall submit to FMPA a final invoice in a manner that is sufficient for FMPA to verify the Services performed by Contractor prior to the date of termination. In no event shall the final reimbursement include any anticipated profits or revenue or other economic loss for unperformed services. No payment shall be made for any work

performed by Contractor after the termination date unless Contractor is expressly requested in writing to perform such work by FMPA.

Section 3. Compensation and Payment

FMPA and/or the participating FMPA Member shall pay Contractor for Services furnished under this agreement upon submission of invoice(s) as described in Schedule A. Contractor shall not furnish additional services or incur additional expenses without written authorization and additional funding from FMPA. FMPA shall make payment for completed Services within 30 days after receipt of an invoice.

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.

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. Confidentiality

(a) For purposes of this Section 6, "Confidential Information" means the confidential and proprietary information of a party (including, with respect only to FMPA, the confidential and proprietary information of any one or more of its member municipal electric utility systems, including the FMPA), and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature whatsoever, whether oral, written or recorded in another medium, relating to the business of a party (including, with respect only to FMPA, the business of one or more of its member electric utility systems, including the FMPA) which has been or may afterwards be provided or disclosed in relation to the Services. Each party may disclose its Confidential Information (including, with respect only to FMPA, the Confidential Information of any one or more of its member municipal electric utility systems, including the FMPA) (the "Disclosing Party") to the other Party (the "Receiving Party"). Tangible items of Confidential Information may be marked "CONFIDENTIAL" or "PROPRIETARY" or "CONFIDENTIAL AND PROPRIETARY" by either party, except

that no such mark is necessary to cause tangible items to be considered Confidential Information if such tangible items are otherwise included in the definition provided in this section.

(b) The Receiving Party agrees that Confidential Information received must be considered confidential and proprietary property of the Disclosing Party and the Receiving Party, unless prohibited by Florida law, shall hold the same in confidence, and shall not use Confidential Information for purposes other than the purposes contemplated by this agreement, which for Contractor is limited to its rendering of the Services to or for the FMPA. The Receiving Party, to the extent permitted by Florida law, shall not disclose, publish, or otherwise reveal any Confidential Information to any third party whatsoever except after receipt of the specific prior written authorization of the Disclosing Party. Contractor, as the Receiving Party, further agrees, without limiting the other provisions of this agreement, to not utilize the Confidential Information received in association with the agreement, in any way, for any client other than the FMPA and for any matter other than in performance of the Services contemplated hereunder.

(c) Notwithstanding any other provision of this contact, FMPA as the Receiving Party may disclose Confidential Information if necessary, in the opinion of legal counsel for FMPA, to comply with applicable law (including, without limitation, the Florida Public Records Law, Chapter 119, Florida Statutes), order, regulation, ruling, subpoena, or order of a governmental authority or tribunal with competent jurisdiction. In the event that FMPA as the Receiving Party is requested or required to disclose any Confidential Information, FMPA shall promptly notify Contractor of the request or requirement prior to disclosure, if reasonably possible, so that Contractor may, if it elects, seek an appropriate protective order or other designation of such Confidential Information as containing trade secrets or other commercially sensitive information or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. All costs of seeking any protective order or other designation and for contesting, limiting, or protecting the disclosure of Confidential Information in response to a valid request to or demand upon FMPA as the Receiving Party shall be borne and paid in full by Contractor. With respect to any disclosure made by FMPA as the Receiving Party pursuant to this section 3, FMPA shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(d) The Receiving Party has no obligation under this agreement with respect to Confidential Information which (1) is, or becomes publicly available without breach of this agreement by the Receiving Party; (2) is rightfully received by the Receiving Party without obligations of confidentiality; (3) is developed by the Receiving Party without breach of this agreement; or (4) is a public record which Receiving Party is obligated by Florida law to disclose to a third party in the opinion of legal counsel for the Receiving Party; provided however, the Confidential Information described in clauses (1), (2), (3), and (4) of this section shall not be disclosed, in response to a formal request, until 20 days after written notice (as defined in section 10) of the intent to disclose is given to the Disclosing Party along with the asserted grounds for disclosure (unless pursuant to clause (4) only a shorter response is required by Florida law and the Disclosing Party is

given advance notice of such response requirement by the Receiving Party not less than one business day prior to disclosure by the Receiving Party).

Section 7. Insurance

Contractor shall maintain, at its own expense, insurance during the performance of the Work under this contract, with the limits of liability of not less than the following:

Worker's Compensation: Statutory

Professional Liability: \$1,000,000

Cyber Liability: \$2,000,000

Contractor shall provide FMPA with Certificates of Insurance evidencing these insurance requirements and naming FMPA as an additional insured, except on the worker's compensation policy, prior to the start of work. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Contractor. Any insurance or self-insurance programs maintained by FMPA do not contribute with insurance provided by the Contractor under the Agreement. Contractor shall provide FMPA with at least 10 days' notice of cancellation of any such insurance. At no time shall Contractor be without insurance in the above amounts during any performance related to this contract.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, information theft, damage to or destruction of electronic information, release of private information, liability to third parties for failure to handle, manage, store, and control personal identifiable information, alteration of electronic information, extortion, network security, legal fees, judgments, settlements, forensic experts and public relations efforts. The policy shall provide coverage for regulatory fines and penalties as well as credit monitoring expenses.

Section 8. Indemnification

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA arising from the negligence 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.

Section 9. General Terms and Conditions

- (a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.
- (b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.
- (c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.
- (d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.
- (e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

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

FLORIDA MUNICIPAL POWER AGENCY

Contractor

By: _____

By: _____

Schedule A

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



Thanks for your interest in serving our Members.