



Florida Municipal Power Agency

REQUEST FOR PROPOSALS

FOR

HUMAN RESOURCES

COMPENSATION STUDY

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)

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

RFP FMPA 2024-203

Date Issued: July 11, 2024

Telephone: (407) 355-7767

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT **10:00** A.M. ON **August 15, 2024**, 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

July 2024

**Florida Municipal Power Agency
Request for Proposals for**

HUMAN RESOURCES COMPENSATION STUDY

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

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

ADVERTISEMENT

Proposal For

July 2024

**FLORIDA MUNICIPAL POWER AGENCY
REQUEST FOR PROPOSALS FOR**

HUMAN RESOURCES COMPENSATION STUDY

**REQUEST FOR PROPOSALS
FMPA 2024-202**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until **10:00** A.M. ON **AUGUST 15, 2024**, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for the Human Resources Compensation Study 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 Human Resources Compensation Study from companies who have established, through demonstrated expertise and experience, that they are qualified to provide the services as specified.

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

Jacob Williams
General Manager and CEO
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY
Request for Proposals for
HUMAN RESOURCES COMPENSATION STUDY

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.

2. Introduction - General Description of Services Sought

The Florida Municipal Power Agency (FMPA or the Agency) hereby issues a Request for Proposals (RFP) for Human Resources (HR) consulting services to review and make recommendations on FMPA's job classifications and compensation plan.

Background on FMPA

2.1 FMPA is a wholesale power agency owned by 33 municipal electric utilities. FMPA provides competitively priced power and value-added services to support community-owned electric utilities. FMPA is a public agency, based in Orlando, Fla., whose primary purpose is to develop power supply projects and related services. FMPA owns power plants and supplies electricity at wholesale to city-owned power companies, which in turn sell electricity at retail to businesses and individual customers.

2.2 Thirty-three municipal electric systems are members of FMPA. Each member appoints one representative to FMPA's Board of Directors, which governs the Agency's activities, except for activities of the All-Requirements Project (ARP). FMPA has a 13-member Executive Committee, which governs and manages the business affairs of the ARP.

2.3 FMPA has a staff of 92 full-time employees (FTEs). FMPA's divisions include:

1)Technology and Systems Operations, 2) Finance, 3) Power Resources, 4) HR and Member Services, 5) Legal, 6) Public Relations, 7) FMPP, 8) Executive Administration, and 3 power plants Sand Lake Energy Center, Treasure Coast Energy Center and Stock Island Power Park.

3. Overview

Upon selection of the awarded Contractor(s), FMPA will enter into a Master Agreement specifying terms and conditions. FMPA will issue a Purchase Order with project-specific specifications.

The submission of a proposal implies a general acceptance on the part of the bidder of the terms of this RFP, form of contract, and especially of those parts establishing warranties and guarantees.

4. Purchasing Services

Subsequent to the award, FMPA shall issue Purchase Orders to the Contractor(s) awarded the agreement pursuant to this Request for Proposal.

5. **Indemnity**

After notification of award, the successful bidder shall indemnify and save harmless FMPA from and against all claims, suits, actions, damages, or causes of 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 therefore.

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.

6. **Notice to Proposers**

Sealed proposal packages will be received until **10:00am on August 15, 2024** ("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 (1) original hard copy (including original signatures) and one (1) 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 " HR Compensation Study, FMPA RFP# 2024-203".

7. **Duration of Offer**

Proposals submitted in response to this RFP are irrevocable ninety (90) days. This period may be extended at FMPA's request only by written agreement of the proposer. The content of this RFP and the proposal of the successful proposer will be included by reference in any resulting contract.

8. 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;
- Waive any irregularities, regardless of the severity
- Not disclose the reason for rejecting a proposal;
- Not select the proposal with the lowest price; and
- Seek and reflect clarifications to proposals.
- Negotiate with the selected bidder in the event that the price exceeds available funds.
- If performance issues with Awarded Bidder; FMPA moves to next best evaluated bidder to complete work.
- Award to more than one bidder.
- Select the proposal that is in the best interest of FMPA

9. Proposal Contents

Proposals submitted in response to this RFP must include a completed "RFP Response Summary" form (see Page BF - 3) along with the following:

- 9.1.1 Executive Summary: An executive summary for the proposal highlighting the bidder's qualifications, relevant work experience, proposed approach to the delivery of services, and summary cost information.
- 9.1.2 Firm's Qualifications: A description of the bidder's experience related to the requested service. A description of experience in the utility industry, including, if possible, the client names and work descriptions.
- 9.1.3 Project Team's Qualifications: Qualifications of the bidder's assigned project leader and other personnel assigned to the project.
- 9.1.4 Approach to Services: A description of the services to be provided that is sufficient to demonstrate understanding of the requested Scope of Services (Appendix A) and to explain the bidder's proposed approach to accomplishing the scope.
- 9.1.5 Schedule: A project schedule for all work described in the Scope of Services (Appendix A), including key schedule steps and milestones.

- 9.1.6 Cost: A detailed cost estimate for completing each aspect of the Proposed Scope (see Appendix A, Section 2). A description of major project assumptions that influence the cost. A description of the bidder's billing practice and payment terms.
- 9.1.7 Other Information: Information available about the bidder's philosophies regarding compensation and job classifications. A Description of any services that will be outsourced by the bidder. If services are outsourced, bidder must provide qualifications information for that company as well.
- 9.1.8 Fully executed forms as provided in Appendix C - Bid Forms.

Proposals submitted in response to this RFP may provide recommended changes to the Scope of Services (Appendix A, Section 3) or other suggestions that will reduce costs while maintaining or enhancing the final deliverables. However, bidders should provide a response to this RFP fully in compliance with the Scope of Services. FMPA may or may not, at its sole discretion, accept any suggestions.

10. 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	July 11, 2024
Intent to Bid & Questions Deadline	July 26, 2024
Sealed Proposals Due Date	10:00am, August 15, 2024
Potential Interviews of Short-Listed Firms	Week of August 26, 2024
Notice of Award (<i>Estimated date</i>)	September 12, 2024

11. Evaluation

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.

The evaluation criteria will include a variety of considerations, which may include:

- a. Management and personnel qualifications
- b. Approach to delivery of services
- c. Relevant experience of firm
- d. Price for the Scope of Services requested
- e. The value of any cost-saving options presented, to the extent the options are acceptable to FMPA, at its sole discretion

12. Performance Bond/Surety

Neither a bid nor a performance bond or surety is required pursuant to this RFP.

13. Budgetary Constraints

The Florida Municipal Power Agency 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.

14. 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.

Questions and Answers

Questions will be accepted through the deadline noted in the schedule. Submit questions via email to Sharon.Samuels@fmpa.com. Questions will be answered and distributed to all bidders.

Upon receipt of this Request for Proposals ("RFP"), potential Contractors shall immediately cease direct contact with individual FMPA or Generating Facility employees regarding the subject matter of this RFP.

15. 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.

16. 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.

17. 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.

18. 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."

19. 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.

20. 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.

21. Subcontracted Services

Proposal should indicate which, if any, of the services to be provided would be subcontracted by the proposer to independent contractors. If work is intended to be subcontracted, BID SUBMITTAL MUST BE ACCOMPANIED BY BACKGROUND MATERIALS AND REFERENCES FOR PROPOSED SUBCONTRACTOR(S) - NO EXCEPTIONS. In addition, Contractor(s) must notify FMPA any time work will include subcontracted services. FMPA maintains the right to reject the proposed subcontractor for specific project work.

22. Definitions

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

ACCEPTANCE – Written acknowledgement by the FMPA and authorized representative that the Work has been completed in a manner consistent with the terms, conditions and specifications of a 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 FMPA 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, firm, successful bidder, or successful proposer.

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

PURCHASE ORDER (PO) – A Work authorization, issued by FMPA or an FMPA Member, which is issued subject to the terms and conditions of the Award or Agreement. The term “Purchase Order” shall also include “blanket order releases” and any other ordering methodology agreed to in writing by FMPA 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.

23. Entire Contract

These General Terms and Conditions, the Master Agreement between FMPA and the selected Contractor(s), and the Purchase Order (PO) for which they are being provided (including attachments thereto) constitute the entire agreement between FMPA and the Contractor.

24. Acceptance of Services and Work Product

The Product or Services shall be subject to FMPA and authorized staff's inspection at any time. FMPA may reject Product/Services within a reasonable time after completed, if such Product/Services do not comply with the requirements of the Purchase Order or the specifications for the Product/Service. The making or failure to make any inspection of, or payment for or acceptance of Product/Service shall in no way impair FMPA's right to reject or revoke its acceptance of nonconforming Product/Service, or to avail itself of any other remedies to which FMPA may be entitled, notwithstanding FMPA'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 FMPA confirms that all Services and Work Product have been completed in accordance with the terms of the Purchase Order ("Final Acceptance").

25. 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 FMPA a copy of the insurance certificate.

The liability limits shall not be less than:

Worker's Compensation: Statutory

Commercial General Liability \$500,000

Professional Liability or errors and omissions coverage: \$500,000

26. 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 FMPA 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, FMPA may terminate the Purchase Order and pursue any remedies available at law or in equity.

27. Termination for Convenience

FMPA shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. FMPA shall pay Contractor for any Services performed under the Specifications of the Bid Package prior to the termination date.

28. Termination for Cause

The performance of work on a Purchase Order issued under this Award agreement may be terminated for cause by FMPA in accordance with this clause in whole, or from time to time, in part, whenever the authorized representative, in his or her sole judgment, determines that the Awarded Bidder is not meeting the minimum performance level required. If the Award agreement is terminated under this provision, FMPA shall not be required to purchase any remaining items or continue any work. Additionally, the terminated Bidder shall not be eligible for consideration for any replacement Award agreement.

FMPA shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for performance issues. FMPA reserves the right to terminate the Contract with that Contractor(s) and re-advertise or select a second Contractor(s) from the original solicitation.

29. 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.

30. 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.

31. Public Records

Supplier acknowledges that FMPA is subject to Florida's Government in the Sunshine Law, including, without limitation, Chapter 119, Florida Statutes. As such, any documents submitted in response to this RFP may be public records subject to public disclosure. Please refer to Section 17, above, for confidential proprietary business information or trade secrets contained in such records.

32. Non-Disclosure

By accepting the Award, the Awarded Bidder agrees not to divulge to third parties, without the prior written consent of FMPA any information that a prudent businessperson would consider sensitive, obtained by the Awarded Bidder in connection with the performance under this Award agreement. FMPA must approve access to sensitive information in advance. If so requested by FMPA, 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 FMPA or was independently developed by Awarded Bidder.

33. Other General Terms

33.1 FMPA may conduct such investigations, as it deems necessary, to assist in the evaluation of any proposal.

33.2 Responses to questions that occur during the proposal evaluation period may be included as part of the contract.

33.3 As a result of this RFP, FMPA intends to enter into a contract for the requested services. All material submitted with the proposal shall be considered a part of the proposal.

33.4 FMPA reserves the right to negotiate with the top ranked bidder in an attempt to meet a mutually acceptable contract. If, for any reason, a contract cannot be executed with the top-ranked company, FMPA will move to the second-ranked company and so on until a contract is executed.

APPENDIX A
SCOPE OF SERVICES

HUMAN RESOURCES COMPENSATION STUDY

Scope of Services

The consulting firm selected through this RFP will work with the Chief People and Member Services Officer and the Human Resource staff to evaluate FMPA's compensation plan and job classifications.

1 Specific Aspects of the Proposed Scope:

- 1.1 Review FMPA's compensation plan and make recommendations for improvements. If a new plan is recommended, specify what type of plan is recommended and develop a proposal for implementing the plan.
- 1.2 Review job descriptions to ensure proper job classifications. If new job descriptions are needed, make recommendations and assist in developing the job descriptions to ensure proper classifications.

2. Project Management and Reporting:

- 2.1 Week-to-week activities and progress will be communicated by the consultant to the Chief People and Member Services Officer
- 2.2 Final recommendations will be presented to FMPA's General Manager and CEO and Chief People and Member Services Officer who will make final decisions on recommendations.

3. Changes to the Proposed Scope

- 3.1 The proposed scope described above represents FMPA's concept of the work anticipated and deliverables requested. In addition to the items noted above, proposers may include any additional items that may be needed to complete the services requested that may not have been identified in this RFP. Also, where possible, proposers may present alternative approaches to achieving the intended goals of the RFP. NOTE: any alternative approaches or additional information shall be provided on a separate sheet, clearly marked "Alternate Approach" or "Additional Information", as applicable.

APPENDIX B
SAMPLE AGREEMENT

Consulting Services Agreement

This Consulting Services Agreement is entered into on this ___ day of _____, 2024, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and [CONSULTANT], with its principle place of business located at [ADDRESS], ("Consultant").

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

Consultant is company offering expert advice, guidance and consulting in various areas. The parties desire for Consultant to perform the consulting services more fully described in this agreement and Schedule A.

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

Section 1. Scope of Services

Consultant shall provide consulting services (the "Services") to FMPA as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference and which may be amended at the sole discretion of FMPA.

Section 2. Term & Termination

This agreement shall become effective upon the date stated in the introductory clause of this agreement, and shall remain in effect until the Services hereunder have been completed or this agreement is terminated by either party upon (10) days written notice.

FMPA shall pay Consultant for any Services that were completed by Consultant prior to the termination of this agreement. Upon such termination, Consultant shall submit to FMPA a final invoice in a manner that is sufficient for FMPA to verify the Services performed by Consultant prior to the date of termination. In no event shall the final reimbursement include any anticipated profits or revenue or other economic loss for unperformed services. No payment shall be made for any work performed by Consultant after the termination date unless Consultant is expressly requested in writing to perform such work by FMPA.

Section 3. Compensation and Payment

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

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

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

Section 4. Independent Contractor Status.

It is understood and agreed that Consultant is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Consultant agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Consultant will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Consultant for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA.

Section 5. Standard of Care.

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Consultant represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices.

Section 6. Confidentiality

(a) For purposes of this Section 6, "**Confidential Information**" means the confidential and proprietary information of a party (including, with respect only to FMPA, the confidential and proprietary information of any one or more of its member municipal electric utility systems, including the FMPA), and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature

whatsoever, whether oral, written or recorded in another medium, relating to the business of a party (including, with respect only to FMPA, the business of one or more of its member electric utility systems, including the FMPA) which has been or may afterwards be provided or disclosed in relation to the Services. Each party may disclose its Confidential Information (including, with respect only to FMPA, the Confidential Information of any one or more of its member municipal electric utility systems, including the FMPA) (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”). Tangible items of Confidential Information may be marked “CONFIDENTIAL” or “PROPRIETARY” or “CONFIDENTIAL AND PROPRIETARY” by either party, except that no such mark is necessary to cause tangible items to be considered Confidential Information if such tangible items are otherwise included in the definition provided in this section.

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

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

exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

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

Section 7. Insurance

The CONSULTANT shall maintain in effect, to the extent that such insurance is available at reasonable cost, employer's liability, professional liability, comprehensive general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance with respect to employees and vehicles of the CONSULTANT assigned to the prosecution of the work under this Agreement in a maximum amount not less than \$500,000 per occurrence and statutory workmen's compensation protection.

Section 8. Indemnification

To the fullest extent permitted by law, the Consultant, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Consultant during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA arising from the negligence of Consultant while performing work under this Agreement.

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

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

The liability of the Consultant is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability.

Section 9. General Terms and Conditions

- (a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.
- (b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.
- (c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.
- (d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.

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

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

FLORIDA MUNICIPAL POWER AGENCY

CONSULTANT

By: _____

By: _____

Schedule A

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as a place holder for awarded consultant's proposal and pricing information.

**APPENDIX C
BID FORMS**

**Request for Proposals for
HUMAN RESOURCES COMPENSATION STUDY
FOR THE FLORIDA MUNICIPAL POWER AGENCY**

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

I hereby propose to furnish the materials/services specified in the RFP at the prices quoted in my proposal as indicated in the appropriate spaces on this and the attached sheet BF-3.

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

Prices quoted shall remain firm and irrevocable for duration of project.

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 2024-203
Intent-to-Bid Form**

Form Due Date: July 26, 2024

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:

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 may be asked to participate in an interview during the week of **August 26, 2024**. Actual dates and times will be coordinated with bidders following the bid opening.

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

RFP 2024-203 Human Resources Compensation Study

Name of Company:

Address:

Name of Contact Person:

E-Mail Address:

Phone:

RFP Response Summary

Proposal for Human Resources Compensation Study, FMPA RFP No. 2024-203

Company Name: _____

Signed By: _____
Signature Date

Contact Person: _____
Print or type name and title

Company Address: _____

City, State, Zip: _____

Telephone Number: _____

Contact's E-mail: _____

	Estimated Hours	Cost
Compensation Plan		
Job Classifications		
TOTALS		

One (1) hard copy and one (1) electronic copy of your proposal, in a sealed envelope must be delivered to the following address **by 10:00 a.m. Eastern time on Thursday, August 15, 2024:**

Florida Municipal Power Agency
ATTN: Sharon Samuels
8553 Commodity Circle
Orlando, FL 32819-9002

“Human Resources Services, FMPA RFP No. 2024-203 ” must be clearly legible on the outside of the sealed envelope.

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# 2024-203

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name

HUMAN TRAFFICKING AFFIDAVIT

Pursuant to Section 787.06 Subsection (13), FLORIDA STATUTES, all bidders should be aware:

“When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section.”

_____ (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

Under penalties of perjury,

I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Company Name:

By: _____

(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Date: _____

AFFIDAVIT OF COMPLIANCE

FMPA RFP 2024-203

_____ We DO NOT take exception to any items included in the RFP.

_____ We TAKE exception as follows:

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:

DRUG-FREE WORKPLACE COMPLIANCE FORM

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned proposer in conformity with Florida Statute 287.087 hereby certifies that _____ does:

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature

Name of Proposer

Date

STATEMENT OF NO PROPOSAL

Contact Person

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 2024-203, Florida Municipal Power Agency, Human Resources Compensation Study - for the following reasons:

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

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

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____



Thanks for your interest in servicing FMPPA.