



**Florida Municipal Power Agency**

**REQUEST FOR PROPOSALS  
FOR PROVISION OF  
SUBSTATION SECURITY FENCING**

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

RFP FMPA 2024-207

Date Issued: August 15, 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 SEPTEMBER 12, 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.

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## DESCRIPTION

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### AUGUST 2024

#### Florida Municipal Power Agency Request for Proposals for Provision of Substation Security Fencing

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

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

**ADVERTISEMENT**

Proposal For

**August 2024**

**FLORIDA MUNICIPAL POWER AGENCY  
REQUEST FOR PROPOSALS FOR PROVISION OF SUBSTATION SECURITY FENCING**

**REQUEST FOR PROPOSALS  
FMPA 2024-207**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until 10:00 a.m., September 12, 2024, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for the provision of Substation Security Fencing as more fully described in the Request for Proposals package.

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

No proposal may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of proposals.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

Proposals will be accepted for Substation Security Fencing 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 Provision of Substation Security Fencing**

### **1. FMPA Description**

Formed by Florida's municipal electric utilities in February 1978, the Florida Municipal Power Agency (FMPA or the Agency) is a non-profit, governmental, wholesale electric utilities company created to serve the needs of municipal electric utilities in Florida. Of the 34 municipal systems in the State, 33 are FMPA members who participate at varying levels in Agency activities. A map of the 33 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, FMPA is seeking a vendor(s) to provide Substation Security Fencing for one or more FMPA member utilities, as defined in more detail below. FMPA Member utilities are seeking assistance with Substation Security Fencing. Successful vendor(s) shall provide qualified crews, materials and installation.

FMPA is issuing this solicitation on behalf 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 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 solicitation issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of the following Participating Member:

Town of Havana

The Town of Havana seeks the services of a licensed contractor (Contractor) to furnish and install security chain link fences and gates for the Havana Substation in accordance with the specifications outlined herein.

Havana Substation is located at 110 14th Avenue, Havana, FL, 32333.

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 Substation Fencing to be provided to Participating Members. It is anticipated that municipal electrical systems other than those “Participating Members” listed in Section 3 may also wish to obtain Substation Fencing in the future. 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. This invitation to bid and specification is requesting bids for the specified services to be provided to All FMPA Members below:

Beaches Energy Services	City of Moore Haven	Gainesville Regional Utilities
City of Alachua	City of Mount Dora	Jacksonville Elect. Auth. (JEA)
City of Bartow	City of Newberry	Keys Energy Services
City of Blountstown	City of Quincy	Kissimmee Utility Authority
City of Bushnell	City of St. Cloud	Lake Worth Beach Utilities
City of Chattahoochee	City of Starke	Lakeland Electric
City of Clewiston	City of Tallahassee	New Smyrna Beach Utilities
City of Fort Meade	City of Wauchula	Ocala Electric
City of Green Cove Springs	City of Williston	Orlando Utilities Commission
City of Homestead	City of Winter Park	Town of Havana
City of Leesburg	Fort Pierce Utilities Authority	

**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 10:00 a.m. EDT on September 12, 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 "Substation Fencing, FMPA RFP 2024-207".

**9. Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for 120 days. This period may be extended at FMPA's request only by written agreement of the proposer. The content of this RFP and the proposal of the successful proposer will be included by reference in any resulting contract.

**10. Term and Extension Option**

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

**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**

The work shall consist of furnishing and installing security chain link fences and gates as outlined in the specifications and drawings.

**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:

- a. **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.
- b. **Services Details:** Proposers should identify the specific details of how they will provide the services outlined the specification.
- c. **Related Experience:** The proposer must demonstrate first-hand experience in providing similar services, including experience in working with 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.
- d. **Availability of Resources:** The proposer must show that they have the resources necessary to provide the requested services and clearly define any limitations.
- e. **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.
- f. **Ownership Structure:** The proposal must include a full description of the ownership structure of the firm, including all parents and affiliates.
- g. **Proposer Information Form:** A completed Proposer Information Form must be provided.
- h. **Bid Forms:** Fully executed forms as provided in Appendix B - Bid Forms.
- i. **Pricing:** The pricing provided in the RFP will remain firm for a period of one year after any agreements are executed, with opportunities for annual pricing updates for year 2 and beyond. FMPA reserves the right to evaluate requested pricing increases each year to determine if they are appropriate and reasonable.

The proposal must clearly identify limits of the cost proposal to provide enough information to reasonably allow an evaluation and comparison to other proposals.

In addition to the items noted above, proposers are asked to include any additional items that may be needed to complete the services requested that may not have been identified in this RFP.

**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 engineers, 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.

**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	August 14, 2024
Sealed Proposals Due Date	September 12, 2024
Award <i>(Estimated date)</i>	October 11, 2024

**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.

**Questions and Answers**

Submit questions via email to [sharon.samuels@fmpa.com](mailto:sharon.samuels@fmpa.com). Questions will be answered and distributed to all bidders.

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

**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.

**Control of Work and Subcontractors**

Awarded bidder shall be solely responsible for all methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Awarded bidder shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the 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; 4) award to more than one bidder; 5) 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
- Schedule

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

### **34. Required Insurance**

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

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

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

The liability limits shall not be less than:

Workers' Compensation Statutory

Applicable Federal (e.g. Longshoreman's) Statutory

Employers Liability \$1,000,000 each

**2. Commercial General Liability**

This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor under the paragraph entitled "Indemnities" and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than \$5 million combined single limit per occurrence / \$5 million general annual aggregate for bodily injury and property damage.

**3. Automobile Liability Policy**

This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against all claims for injuries arising out of use of any auto including own, hired, or non-owned autos. Limits of liability will not be less than \$5 million in combined single limits for bodily injury and property damage.

**4. Additional Insured**

All insurance coverages furnished under this contract, with the exception of workers compensation and employer's liability shall include the Participating Member as an additional insured with respect to the activities of the Contractor.

**5. Waiver of Subrogation**

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

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

**35. Termination for Default**

Any failure by Contractor to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from Participating Member to Contractor demanding that such failure to perform be cured, shall be deemed an event of default by Contractor. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity.

**36. Termination for Participating Member's Convenience**

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

**37. 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.

**38. Minority Business Utilization**

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

**39. 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 22, above, for confidential proprietary business information or trade secrets contained in such records.

**APPENDIX A**  
**LOCATION OF FMPA MEMBERS**



# LOCATION OF FMPA MEMBERS

## State of Florida



# **Security Chain Link Fences and Gates**

## Technical Specification

### **PART 1 – GENERAL**

#### **1.01 SECTION INCLUDES**

- A. General Materials Requirements
- B. Fence Fabric and Barbed Wire
- C. Posts, Rails, and Accessories
- D. Additional Accessories
- E. Installation Requirements
- F. Installation of Fence Fabric
- G. Installation of Top Rail and Posts
- H. Gates
- I. Barbed Wire

#### **1.02 GENERAL REQUIREMENTS**

Work shall be completed under the responsible charge of a professional contractor licensed by the State of Florida.

#### **1.03 REFERENCES**

- A. Codes and standards referred to in this Section
  
- B. Standards of the American Society for Testing and Materials, in particular, ASTM A120, A121, A153, F567, F626, and F1043 (latest revisions)

#### **1.04 SUBMITTALS**

- A. Contractor shall submit the following to Engineer for review:
  - 1. Manufacturer's information on the following:
    - a. Fence and gate post(s)
    - b. Chain link fabric
    - c. Gates and hardware
    - d. Installation methods

#### **1.05 FIELD CONDITIONS**

Field Measurements: Verify layout information for chain-link fences and gates shown on Contract Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

## **PART 2 – PRODUCTS**

### **2.01 GENERAL MATERIAL REQUIREMENTS**

Galvanized in accordance with ASTM A121

### **2.02 FENCE FABRIC AND BARBED WIRE**

A. Fence Fabric: 2-inches chain link of 9-gauge steel wire. Fabric shall be 7-feet high.

B. Barbed Wire: Two strand 12½ gauge wire with 14-gauge 4-point barbs spaced at approximately 5-inches.

### **2.03 POSTS, RAILS AND ACCESSORIES**

A. Tubular members: Hot-dipped galvanized steel standard weight Schedule 40 pipe in accordance with ASTM A120 and F1043

B. Accessories: Heavy pressed steel or malleable iron as applicable and galvanized in accordance with ASTM A153

C. End, corner and pull posts: 4-inch outside diameter pipe minimum

D. Line posts: 2⅜-inches outside diameter pipe minimum

E. Gate details including hardware and accessories: As indicated in the included standard details

F. Top Rail: 1.625-inches outside diameter pipe with sleeve-type couplings with provisions for expansion and contraction

G. Post bracing assembly: Pipe to match top rail and truss rods of ⅜-inches diameter with adjustable take-up

H. Bottom tension wire: 9-gauge galvanized wire

### **2.04 ADDITIONAL ACCESSORIES**

A. Extension arms: Tilted 30 degrees to 45 degrees to outside provisions for carrying three strands of barbed wires

B. Post tops: Weather-tight closure caps that permit passage of top rail where required

C. Stretcher bars: One piece of a length equal to full height of fabric. Minimum cross-section to be ¼-inch × ¾-inch.

D. Wire ties: minimum 9-gauge aluminum

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION REQUIREMENTS**

Conform to requirements of ASTM F567 and F626

### **3.02 INSTALLATION OF FENCE FABRIC**

A. Pull taut and connect to posts, rails and tension wires. Bottom of fabric shall be 2-inches below top of final stone surface

B. Connect to line posts with wire ties spaced at 15-inches maximum

C. Connect to top rail, braces and tension wire with wire ties spaced at 18-inches maximum

D. Connect to each gate and end post with one stretcher bar secured with bands spaced at 12-inches maximum

E. Connect at each corner and pull post with 2 stretcher bar secured with bands spaced at 12-inches maximum. Diameter of post holes to be a minimum of 7-inches larger than post diameter.

### **3.03 INSTALLATION OF TOP RAIL AND POSTS**

A. Pass top rail through intermediate post tops and form a continuous brace within each stretch of fence

B. Fasten securely to terminal posts

C. Brace end, corner, pull and gate posts with bracing assembly so posts are plumb

D. Evenly space line posts (10-foot maximum)

E. Align and set posts plumb and centered in concrete bases

F. Install bracing assemblies spaced 400-foot maximum in straight sections of fence

### **3.04 GATES**

A. Install gates plumb, level and secure for full opening without interference

B. Install gatepost width in accordance with standard details provided herewith

C. Adjust gate hardware for smooth operation

### **3.05 BARBED WIRE**

- A. Install three parallel wires
- B. Fasten barbed wire securely in extension arm slots with heavy wire pins
- C. Place topmost barbed wire approximately 12-inches above fabric
- D. Dead-end barb wire at each corner post

END OF SPECIFICATION

## **Additional TERMS AND CONDITIONS specific to this scope of work**

### **1) Contractor's Liability Insurance**

Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, any subcontractor, or supplier, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

A. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

D. Claims for damages insured by personal injury liability coverage, which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason.

E. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The limits of liability for the insurance required above shall provide coverage for not less than the following amounts or greater amounts where required by Laws and Regulations:

G. Worker's Compensation, etc.:	
(1) State	Statutory
(2) Applicable Federal (e.g. Longshoreman's)	Statutory
(3) Employer's Liability	\$1,000,000
H. Commercial General Liability and Property Damage:	
(1) Bodily injury and Death, Property Damage, and Contractual Liability	\$5,000,000
I. Commercial Automobile Liability	\$5,000,000

Owner, FMPA, and Engineer shall each be named as additional insureds in the comprehensive general liability insurance policy.

The policies of insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the above, or required by Laws or Regulations, whichever is greater. The commercial general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to Owner and Engineer by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work. In addition, Contractor shall maintain such completed operations insurance for at least two years after final payment and furnish Owner with evidence of continuation of such insurance at final payment and one year thereafter.

In the event that general liability insurance is provided on a claims-made policy, the retroactive date of such policy shall not be later than the date of the Notice to Proceed. For construction periods extending beyond the expiration date of an initial claims-made policy, the retroactive date of all subsequent claims-made policies shall not be later than the date of the Notice to Proceed.

## **2) Indemnification**

To the fullest extent permitted by Laws and Regulations. Contractor shall indemnify and hold harmless Owner, FMPA, Engineer, and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses, and damages caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting from therefrom, and (ii) is caused by any negligent act or omission of Contractor, and Subcontractor, Supplier, person or organization directly or indirectly employed by any of them for whose acts any of them may be liable, to the amount proportional to their culpability. In any and all claims against Owner, FMPA, or Engineer or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor,

Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligation of Contractor shall not exceed to the liability of Engineer, Engineer's consultants, agents, officers, directors, or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specifications, caused by professional negligence, errors, or omissions of any of them.

## **DRAWINGS**

- A. FLFMPHAV600, Rev. A (Fence Plan)**
- B. FLFMPHAV601, Rev. A (Fence Details)**







**APPENDIX B  
BID FORMS**

**PROPOSAL FOR PROVISION OF  
SUBSTATION SECURITY FENCING  
FOR THE FLORIDA MUNICIPAL POWER AGENCY**

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

I hereby propose to furnish the materials/services specified in the RFP at the prices quoted in my 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: \_\_\_\_\_

**FMPA RFP# 2024-207**  
**PROVISION OF SUBSTATION SECURITY FENCING**  
BID FORM

A. Contractor shall perform work at Havana Substation, as specified, for the following:

Provide Lump Sum Price:

\_\_\_\_\_ and \_\_\_\_/100 (\$ \_\_\_\_\_ )  
(Use words) (Use figures)

B. Owner requests that Work shall be complete within **45 CALENDAR DAYS** from the date a purchase order is issued. Contractor agrees that the Services will be completed within that timeframe or proposes the following alternate schedule:

Completion of Work: \_\_\_\_\_ CALENDAR DAYS

C. Contractor Contact Information

Company	
Contact	
Address	
Phone/Email	

**PROPOSER INFORMATION FORM**  
**Exceptions & Clarifications**  
 FMPA RFP 2024-207

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

	We TAKE exception as follows:

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

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.]

\_\_\_\_\_

By \_\_\_\_\_  
Signature Printed or Typed Name

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# 2024-207***

\_\_\_\_\_  
**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: \_\_\_\_\_

# 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 2024-207, Florida Municipal Power Agency Provision of Substation Security Fencing - for the following reasons:

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

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

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

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

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

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

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

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

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

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

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

## Master Services Agreement

This Master Services Agreement is entered into on this \_\_\_ day of \_\_\_\_\_, 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 [CONTRACTOR], with its principle place of business located at [ADDRESS], ("Contractor").

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

FMPA's members are 33 municipal electric systems within the state of Florida.

Contractor is a company offering Substation Security Fencing.

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

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

### Section 1. Scope of Services

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

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

### Section 2. Term & Termination

This agreement shall 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 one (1) year from its effective date. The initial term may be extended for four (4) 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 30 days prior written notice. Contractor may terminate this contract for cause upon 30 days prior written notice.

Any failure by Contractor to perform or comply with the terms and conditions of a Purchase Order issued under this agreement which continues for 10 calendar days after written notice from Participating Member to Contractor demanding that such failure to perform be cured, shall be deemed an event of default by Contractor. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity. Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Contractor for any Services performed under the Purchase Order prior to the termination date.

### **Section 3. Compensation and Payment**

Participating Members will through their own initiative issue project-specific Purchase Orders to Contractor. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs or damages incurred pursuant to any Purchase Order entered into by them with Contractor.

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

### **Section 4. Independent Contractor Status.**

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



immigration laws, of all persons it employs in the performance of this contract. For purposes of this Section 4, the term FMPA includes FMPA's Participating Members.

### **Section 5. Standard of Care.**

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

### **Section 6. Insurance**

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

- (a) **Workers Compensation and Employers Liability.** This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease, or death to employees which, for any reason, may not fall within the provisions of a state workers compensation law. The policy shall include an "all states" or "other states" endorsement. The liability limits shall be, at a minimum, as follows: Workers' Compensation- Statutory; Employer's Liability- \$1,000,000 each.
- (b) **Commercial General Liability.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor under the paragraph entitled "Indemnities" and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than \$5 million combined single limit per occurrence / \$5 million general annual aggregate for bodily injury and property damage.
- (c) **Automobile Liability Policy.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against all claims for injuries arising out of use of any auto including own, hired, or non-owned autos. Limits of liability will not be less than \$5 million in combined single limits for bodily injury and property damage.

(d) **Additional Insured.** All insurance coverages furnished under this contract, with the exception of workers compensation and employer's liability shall include the Participating Member as an additional insured with respect to the activities of the Contractor. Any party named an additional insured pursuant to this Agreement shall be an additional insured where permissible by law but only to the extent the loss in question is caused by the negligent act or omission of the Contractor, and only to the extent necessary to provide coverage for the indemnity obligations expressly assumed by Contractor under this Agreement, and not in respect to any act or omission or operation of the Participating Member. It is the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct.

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

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

## **Section 7. Indemnification**

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Contractor during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA arising from the negligence, gross negligence, and/or intentional or willful misconduct of Contractor while performing work under this Agreement. The liability of the Contractor is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability. The indemnity and hold harmless obligations, however, shall not apply to the extent of FMPA's or a Participating Member's negligence, gross negligence, and/or intentional or willful misconduct.

**Section 8. General Terms and Conditions**

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

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

FLORIDA MUNICIPAL POWER AGENCY

CONTRACTOR

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

**Schedule A**

**This page left intentionally blank**

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



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