



Florida Municipal Power Agency

REQUEST FOR PROPOSALS

FOR PROVISION OF

EMERGENCY LODGING SERVICES

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

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

REQUEST FOR PROPOSALS

(This is not an order)

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

RFP FMPA 2025-104

Date Issued: May 21, 2025

Telephone: (407) 355-7767

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT 1:30 P.M. ON JUNE 25, 2025, 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

May 2025

**Florida Municipal Power Agency
Request for Proposals for
Emergency Lodging Services**

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

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

ADVERTISEMENT

Proposal For

May 2025

**FLORIDA MUNICIPAL POWER AGENCY
REQUEST FOR PROPOSALS FOR EMERGENCY LODGING SERVICES**

**REQUEST FOR PROPOSALS
FMPA 2025-104**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until 1:30 P.M. ON JUNE 25, 2025, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for the provision of Emergency Lodging Services as more fully described in the Request for Proposals package.

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

No proposal may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of proposals.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

Proposals will be accepted for Emergency Lodging Services from companies who have established, through demonstrated expertise and experience, that they are qualified to provide the services as specified.

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

Jacob Williams
General Manager and CEO
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY

Request for Proposals for Emergency Lodging Services

1. FMPA Description

Formed by Florida's municipal electric utilities in February 1978, the Florida Municipal Power Agency (FMPA or the Agency) is a non-profit, governmental, wholesale electric utilities company created to serve the needs of municipal electric utilities in Florida. There are 33 municipal systems in the state, all of which 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

FMPA Members continually plan and prepare to deal with emergencies, such as hurricanes, natural disasters, and other unusual events that can impact their electric systems. When electric systems experience damage from these events, utilities utilize mutual aid assistance, by which they call on other utilities and private entities across the state and the country to assist with utility restoration efforts. This is an example of when temporary lodging is needed.

In order to have a plan in place for these emergency situations, FMPA Members are seeking proposals for emergency lodging. The purpose of this agreement is to have a pre-negotiated price and terms in place so that assistance can be provided upon request.

With this RFP, FMPA is seeking multiple vendors to provide Emergency Lodging Services for one or more FMPA member utilities, as defined in more detail below. FMPA Members are located throughout the state from the Florida panhandle to Key West (from Key West to Sunshine Key-Miles Marker 0 through Mile Marker 42).

FMPA is issuing this joint solicitation on behalf of multiple member utilities. FMPA will enter into a Master Services Agreement with the selected vendor(s) which terms will govern for any future service requested of the selected vendor(s) by FMPA Members. FMPA Members that choose to utilize the services under the Master Services Agreement will issue a Purchase Order to the awarded vendor. 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. See Scope of Work for additional details.

3. Overview

This is a joint solicitation issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of all FMPA Members. Members may or may not utilize this service, as needed, throughout the award term.

4. Participating Members

This RFP 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	

It is anticipated that Municipal Electrical Systems other than those Participating Members listed in paragraph above may wish to purchase the specified services. Therefore, the bidder(s) is requested to extend the quoted price to any municipal system. In that event, all of the applicable terms and conditions of this specification shall apply. A map showing the FMPA members is included in Appendix A.

5. Purchasing Services

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

6. FMPA's Responsibility

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

7. Indemnity

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

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

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA

may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

8. Notice to Proposers

Sealed proposal packages will be received until 1:30 P.M. ON JUNE 25, 2025 ("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 (*flash drives and CDs are accepted; please do not email your submittal*) 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 "Emergency Lodging Services, FMPA RFP 2025-104".

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 five years, with five (5) one-year options for extension by mutual consent. Prices as quoted 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;
- Waive any irregularities, regardless of the severity
- Not disclose the reason for rejecting a proposal;
- Not select the proposal with the lowest price;

- Seek and reflect clarifications to proposals.
- Negotiate with the selected bidder(s) 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.
- Modify the schedule to allow for evaluation of proposals.
- Select the proposal that is in the best interest of FMPA

12. **Scope of Services**

The Contractor (s) shall provide safe lodging during emergency and storm related periods. Contractor shall provide all personnel, resources, and accommodation required to provide these services as set out herein; Services will be needed as major storms are approaching; this may be during the weekdays, weekends, to include holidays.

Proposers, be advised that a bid response or award does not commit or guarantee that we will utilize your facilities. Use of your facilities and/or this award is at the discretion of FMPA, its Participating Members, and users.

13. **Proposal Contents**

The submission of a proposal implies a general acceptance on the part of the bidder of the proposal requirements. The proposal must include the following information:

- 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.
- Related Experience:** The proposer must demonstrate first-hand experience in providing similar services, including experience in working with utilities (preferably electric utilities) and working with FEMA. A list of references (minimum of 3 references), preferably in the municipal electric utility industry, including contact information must be provided. Please complete page BF-11.
- Availability of Resources:** The proposer must show that they have the resources necessary to provide the requested services and clearly define any limitations.
- Proposer Information Form:** A completed Proposer Information Form must be provided.
- Bid Forms:** Fully executed forms as provided in Appendix B - Bid Forms.
- Pricing:** Proposers are required to complete the bid forms herein. If there are additional pricing or fees not captured on our form, proposer shall include a detailed listing of any additional items or fees that may apply.

14. Evaluation Process

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

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

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

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

- a. Experience with similar projects
- b. Availability, range and suitability of services provided
- c. Pricing and fee structure

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	May 21, 2025
Intent to Bid form (<i>Pg BF-13</i>) and Questions Deadline	June 11, 2025
Sealed Proposals Due Date	June 25, 2025
Recommendation of Award (<i>Estimated date</i>)	July 25, 2025

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

Questions will be accepted through the deadline noted in the schedule. Questions will be taken from potential bidders who notify us that they will be a bidder. We reserve the right not to answer other questions.

Submit questions via email to sharon.samuels@fmpa.com. Questions will be answered and distributed to all registered bidders.

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

20. Bid Expenses

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

21. Errors, Modifications or Withdrawal of Proposal

Each proposer should carefully review the information provided in the RFP prior to submitting a response. The RFP contains instructions which must be followed by all proposers. Modifications to proposals already received by FMPA will only be accepted prior to the Proposal Due Date. Proposals may be withdrawn by giving written notice to FMPA prior to the Proposal Due Date.

22. Proprietary Confidential Business Information

All proposals shall become property of FMPA. FMPA will not disclose to third parties any information that is clearly labeled "Proprietary Confidential Business Information" in a proposal unless, in the opinion of counsel for FMPA, such disclosures are required by law or by order of the court or government agency having appropriate jurisdiction. Each page of Proprietary Confidential Business Information must be clearly labeled "PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION" at the top of the page. FMPA reserves the right to disclose information contained in proposals to its consultant(s) for the sole purpose

of assisting in the proposal evaluation process. FMPA will require the consultant(s) to maintain the confidentiality of the document.

23. Default and Damages Provisions

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

24. Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all proposers should be aware of the following:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

25. Collusion

By offering a submission pursuant to this RFP, the proposer certifies the proposer has not divulged, discussed, or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, the proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to his own organization, that in connection with this proposal:

1. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor
2. Any prices and/or cost data quoted for this proposal have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other proposer or to any competitor
3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition
4. The only person or persons interested in this proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into and
5. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Proposer for the purpose of doing business.

26. Drug Free Workplace

A Drug-Free Workplace Statement must be completed, signed, and returned prior to award of proposal. This form will be used whenever two or more proposals that are identical with respect to price, quality, delivery, and service are received; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

27. Subcontracted Services

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

28. Definitions

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

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

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

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

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

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

WORK – Labor, materials, supplies, equipment, goods, and services including any related documentation, software, reports, testing, transport, administration,

management, tools and any and all other requirements to be furnished or performed by Contractor under this Agreement and/or a Participant Contract together with all other additional necessities that are not specifically recited in this Agreement or Participant Contract but which could be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Agreement and/or a Participant Contract.

29. Entire Contract

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

30. Reserved Rights

- 30.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities, request the submission of clarifying information, and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award that FMPA deems will best serve its Members interests; 4) award the contract on a total order basis, by individual zone, or on a line item basis; and 5) award to more than one bidder.
- 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:

- Availability or Schedule
- Relevant Experience
- Capabilities to perform to the contractual requirements.
- Capabilities to perform technical requirements

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

34. Force Majeure

FMPA or FMPA Members shall not be liable in any way to the vendor as a result of an event, circumstance or act of a third party that is beyond a party's reasonable control (e.g. an act of God, and act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war and riots).

35. Required Insurance

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

1. Workers Compensation and Employers Liability.

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

The liability limits shall not be less than:

Workers' Compensation Statutory

Employers Liability \$100,000 each

2. Commercial General Liability

This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor

under the paragraph entitled "Indemnities" and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than \$2 million combined single limit per occurrence / \$4 million general annual aggregate for bodily injury and property damage.

3. Automobile Liability Policy

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

4. 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. 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.

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. FEMA REIMBURSEMENT

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

40. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction located in Leon County, Florida.

41. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

(g) Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

42. CONTRACT HOURS AND SAFETY STANDARDS ACT

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

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

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written

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

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

43. CLEAN AIR ACT

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

44. FEDERAL WATER POLLUTION CONTROL ACT

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

45. ACCESS TO RECORDS

(a) Contractor agrees to provide FMPA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) Contractor agrees to provide the FEMA Administrator or his authorized representatives

access to construction or other work sites pertaining to the work being completed under the contract.

46. SUSPENSION AND DEBARMENT

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

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

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

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

47. BYRD ANTI-LOBBYING AMENDMENT

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

48. PROCUREMENT OF RECOVERED MATERIALS

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

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designate items, is

available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

49. DHS SEAL, LOGO, AND FLAGS

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

50. CHANGES

Any changes to the scope of work, price, or schedule shall be in writing and agreed to by Parties.

51. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

(for all contracts)

This is an acknowledgement that federal financial assistance will be used to fund the Contract, in whole or in part. Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

52. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to Owner, Contractor, or any other party pertaining to any matter resulting from the Contract.

53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(for all contracts)

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

54. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

(for all contracts)

The Contractor grants to Owner, a paid-up, royalty- free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to Owner or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to Owner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by Owner.

55. DOMESTIC PREFERENCE REQUIREMENTS

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Contract. For purposes of this paragraph: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

56. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143- 1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

(b) Prohibitions

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in this paragraph applies, Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions

1. This paragraph does not prohibit Contractor from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - A. Are not used as a substantial or essential component of any system; and
 - B. Are not used as critical technology of any system.
 - C. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement

1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
2. Contractor shall report the following information pursuant to this paragraph:
 - A. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - B. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

57. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If Contractor intends to subcontract any portion of the work covered by this Contract, Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include: (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

SCOPE OF SERVICES

Scope of Services

The Successful Contractor(s) shall provide safe lodging for utility related workers during emergency and storm related periods. Contractor shall provide all personnel, resources, and accommodations required to provide these services as set out herein and Services will be needed as major storms are approaching; this may be during the weekdays, weekends, to include holidays.

This RFP intends to contract with qualified and responsible hotels and short-term rental agencies to provide temporary lodging to mutual aid personnel on an as-needed basis per the following specifications listed herein. It is understood that there may be additions or deletions to the list specified herein during the life of this contract as dictated by Participating Members service protocols.

Individual task or purchase orders will be issued for each emergency during the contract period per emergency event. Each task order will include a not to exceed amount. Not to exceed amounts will be based on the severity of the situation. The Successful Contractor shall notify Participating Member(s) if the not to exceed amount is estimated to be met within one (1) week.

The successful Proposer(s) hotel or short-term rental shall accommodate mutual aid workers and first responders during emergency restoration. In Florida, this is considered the case when a named storm is in the Gulf of Mexico or the Atlantic Ocean and has Florida in its cone of probability.

1. Confirmed reservations shall be held for guaranteed late arrival and not be released/canceled until the Participating Member(s) cancels the booking by a mutually agreed-upon date and time.
2. Furnishings and facilities shall meet or exceed the industry standard for cleanliness and décor and should be located in a safe, low-crime area near major roadways.
3. Facilities shall be compliant with the "Hotel and Motel Fire Safety Act of 1990" (Pub. Law No. 101-391, September 25, 1990, and Pub. Law No. 105-85, November 18, 1997, as amended) and compliant with the "Americans with Disabilities Act" (ADA), 42 USC Section 12101 et seq.
4. The successful Vendor shall agree to daily communication with Participating Member(s) Authorized representative to reconcile charges from the prior evening.
5. Successful Proposer shall provide a documented and consistent payment process. At a minimum, the Proposer must work with Participating Member(s) to establish a direct billing account and accept Participating Member(s) Purchase Orders, and/or Participating Member(s) Purchasing Cards.
6. Participating Member(s) will be responsible for payment of guest room rate only. Participating Member(s) will not be responsible for any unauthorized incidental charges such as long-distance telephone calls, upgraded accommodations, or services outside the scope of service identified herein. Such charges shall be between the individual staying at the hotel and the successful Proposer (s) and it shall be collected before departure.

Participating Member(s) is exempt from sales tax in the State of Florida and will provide certificate of sales tax exemption to successful Proposer.

7. Proposers, be advised that a bid response or award does not commit or guarantee that we will utilize your facilities. Use of your facilities and/or this award is at the discretion of FMPA, its Participating Members, and users.

APPENDIX A
LOCATION OF FMPA MEMBERS

LOCATION OF FMPA MEMBERS

State of Florida



APPENDIX B

BID FORMS

**PROPOSAL FOR PROVISION OF
EMERGENCY LODGING SERVICES
FOR THE FLORIDA MUNICIPAL POWER AGENCY**

I have carefully examined the RFP, Terms and Conditions, Scope of Work, 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 Proposer Information 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# 2025-104
PROVISION OF EMERGENCY LODGING SERVICES

We have one location ☐ Yes ☐ No

If your answer is yes, please provide the address, phone #, and contact info for the individual that will serve as the main point of contact should you receive an award. Also, complete page BF-10. If your answer is No, please move on to the next page (BF-3).

Name of organization: _____

Address: _____

Phone#: _____

Name of main point of contact: _____

Email: _____

Phone #: _____

Pursuant to and in compliance with the RFP and other contract documents relating thereto, the bidder, having familiarized himself with the terms and conditions agrees to perform within the contract documents, schedules, and specifications for the following amounts.

PRICE PROPOSAL/FEE SCHEDULE						
		Year 1	Year 2	Year 3	Year 4	Year 5
No.#	Description	DAILY RATE – Not to Exceed Price June 1st - November 30th				
1	Room/Single Occupancy per night, all inclusive					
2	Room/Double Occupancy per night, all inclusive					
3	Annual Retainage (If applicable)					
4	Reservation Deposit (If applicable)					
5	Cancellation Fees (If applicable)					
Please note any other fees that may apply during an emergency situation in the following rows:						

Number of Rooms available to FMPA Members: _____

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PROVISION OF EMERGENCY LODGING SERVICES

We have multiple locations ☐ **Yes** ☐ **No**

If your answer is yes, please provide the address, phone #, and contact info for the individual that will serve as the main point of contact for each location, should you receive an award.
If your answer is No, please use page BF-2.

1) Name of organization: _____

Address: _____

Phone#: _____

Name of main point of contact: _____

Email: _____

Phone #: _____

2) Name of organization: _____

Address: _____

Phone#: _____

Name of main point of contact: _____

Email: _____

Phone #: _____

3) Name of organization: _____

Address: _____

Phone#: _____

Name of main point of contact: _____

Email: _____

Phone #: _____

4) Name of organization: _____

Address: _____

Phone#: _____

Name of main point of contact: _____

Email: _____

Phone #: _____

5) Name of organization: _____

Address: _____

Phone#: _____

Name of main point of contact: _____

Email: _____

Phone #: _____

6) Name of organization: _____

Address: _____

Phone#: _____

Name of main point of contact: _____

Email: _____

Phone #: _____

7) Name of organization: _____

Address: _____

Phone#: _____

Name of main point of contact: _____

Email: _____

Phone #: _____

If you have additional locations, please provide the same information on a separate page.

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PROVISION OF EMERGENCY LODGING SERVICES

FOR VENDORS WITH MULTIPLE LOCATIONS ONLY

Pricing is requested by zone. Please see the Zone Map located in Appendix A for our zoning breakout. Please identify where your hotels are located and fill out the applicable following tables.

Pursuant to and in compliance with the RFP and other contract documents relating thereto, the bidder, having familiarized himself with the terms and conditions agrees to perform within the contract documents, schedules, and specifications for the following amounts.

ZONE 1						
PRICE PROPOSAL/FEE SCHEDULE						
		Year 1	Year 2	Year 3	Year 4	Year 5
No.#	Description	DAILY RATE – Not to Exceed Price June 1st - November 30th				
1	Room/Single Occupancy per night, all inclusive					
2	Room/Double Occupancy per night, all inclusive					
3	Annual Retainage (If applicable)					
4	Reservation Deposit (If applicable)					
5	Cancellation Fees (If applicable)					
In the following rows, please note any other fees that may apply during an emergency situation:						

Number of Rooms available to FMPA Members at each location in this zone: _____

FMPA RFP# 2025-104
PROVISION OF EMERGENCY LODGING SERVICES

FOR VENDORS WITH MULTIPLE LOCATIONS ONLY

Pricing is requested by zone. Please see the Zone Map located in Appendix A for our zoning breakout. Please identify where your hotels are located and fill out the applicable following tables.

Pursuant to and in compliance with the RFP and other contract documents relating thereto, the bidder, having familiarized himself with the terms and conditions agrees to perform within the contract documents, schedules, and specifications for the following amounts.

ZONE 2						
PRICE PROPOSAL/FEE SCHEDULE						
		Year 1	Year 2	Year 3	Year 4	Year 5
No.#	Description	DAILY RATE – Not to Exceed Price June 1st - November 30th				
1	Room/Single Occupancy per night, all inclusive					
2	Room/Double Occupancy per night, all inclusive					
3	Annual Retainage (If applicable)					
4	Reservation Deposit (If applicable)					
5	Cancellation Fees (If applicable)					
In the following rows, please note any other fees that may apply during an emergency situation:						

Number of Rooms available to FMPA Members at each location in this zone: _____

FMPA RFP# 2025-104
PROVISION OF EMERGENCY LODGING SERVICES

FOR VENDORS WITH MULTIPLE LOCATIONS ONLY

Pricing is requested by zone. Please see the Zone Map located in Appendix A for our zoning breakout. Please identify where your hotels are located and fill out the applicable following tables.

Pursuant to and in compliance with the RFP and other contract documents relating thereto, the bidder, having familiarized himself with the terms and conditions agrees to perform within the contract documents, schedules, and specifications for the following amounts.

ZONE 3						
PRICE PROPOSAL/FEE SCHEDULE						
		Year 1	Year 2	Year 3	Year 4	Year 5
No.#	Description	DAILY RATE – Not to Exceed Price June 1st - November 30th				
1	Room/Single Occupancy per night, all inclusive					
2	Room/Double Occupancy per night, all inclusive					
3	Annual Retainage (If applicable)					
4	Reservation Deposit (If applicable)					
5	Cancellation Fees (If applicable)					
In the following rows, please note any other fees that may apply during an emergency situation:						

Number of Rooms available to FMPA Members at each location in this zone: _____

FMPA RFP# 2025-104
PROVISION OF EMERGENCY LODGING SERVICES

FOR VENDORS WITH MULTIPLE LOCATIONS ONLY

Pricing is requested by zone. Please see the Zone Map located in Appendix A for our zoning breakout. Please identify where your hotels are located and fill out the applicable following tables.

Pursuant to and in compliance with the RFP and other contract documents relating thereto, the bidder, having familiarized himself with the terms and conditions agrees to perform within the contract documents, schedules, and specifications for the following amounts.

ZONE 4						
PRICE PROPOSAL/FEE SCHEDULE						
		Year 1	Year 2	Year 3	Year 4	Year 5
No.#	Description	DAILY RATE – Not to Exceed Price June 1st - November 30th				
1	Room/Single Occupancy per night, all inclusive					
2	Room/Double Occupancy per night, all inclusive					
3	Annual Retainage (If applicable)					
4	Reservation Deposit (If applicable)					
5	Cancellation Fees (If applicable)					
In the following rows, please note any other fees that may apply during an emergency situation:						

Number of Rooms available to FMPA Members at each location in this zone: _____

FMPA RFP# 2025-104
PROVISION OF EMERGENCY LODGING SERVICES

FOR VENDORS WITH MULTIPLE LOCATIONS ONLY

Pricing is requested by zone. Please see the Zone Map located in Appendix A for our zoning breakout. Please identify where your hotels are located and fill out the applicable following tables.

Pursuant to and in compliance with the RFP and other contract documents relating thereto, the bidder, having familiarized himself with the terms and conditions agrees to perform within the contract documents, schedules, and specifications for the following amounts.

ZONE 5						
PRICE PROPOSAL/FEE SCHEDULE						
		Year 1	Year 2	Year 3	Year 4	Year 5
No.#	Description	DAILY RATE – Not to Exceed Price June 1st - November 30th				
1	Room/Single Occupancy per night, all inclusive					
2	Room/Double Occupancy per night, all inclusive					
3	Annual Retainage (If applicable)					
4	Reservation Deposit (If applicable)					
5	Cancellation Fees (If applicable)					
In the following rows, please note any other fees that may apply during an emergency situation:						

Number of Rooms available to FMPA Members at each location in this zone: _____

FMPA RFP# 2025-104
PROVISION OF EMERGENCY LODGING SERVICES

Please complete this table by noting with the following responses:

YES	Available
NO	Not available
NAF	Available for no additional fees
AF	Available for additional fees
N/A	Not applicable

APPROACH TO DELIVERY OF SERVICE			
No.	Approach to Delivery of Services	Availability	Insert Any Additional Info
1	Secured access with pass key entrance		
2	Dead bolts		
3	Peep holes		
4	Security Cameras		
5	Lighted Public areas		
6	Free parking for large vehicles (<i>i.e.</i> <i>Linetrucks, bucket trucks</i>)		
7	Daily housekeeping services		
8	Standard single/double occupancy rooms		
9	Reservations accepted via room list		
10	Direct billing privileges		
11	Acceptance of Purchase Orders		
12	Acceptance of Purchase Cards		
If applicable, list other offerings you provide below:			
13			
14			
15			
16			
What businesses or organizations are located around your location (<i>i.e.</i> restaurants, hospitals, etc.)			
1			
2			
3			

FMPA RFP# 2025-104
PROVISION OF EMERGENCY LODGING SERVICES

PRIOR RELATED EXPERIENCE

Please tell us of your organization's first-hand experience in providing similar services and working with the electric utility industry (working within the guidelines of FEMA requirements).

1) Name of organization OR utility: _____

Name of main point of contact: _____

Email: _____

Dates of service: _____

2) Name of organization OR utility: _____

Name of main point of contact: _____

Email: _____

Dates of service: _____

3) Name of organization OR utility: _____

Name of main point of contact: _____

Email: _____

Dates of service: _____

FMPA RFP# 2025-104
PROVISION OF EMERGENCY LODGING SERVICES

VALUE ADDED SERVICES AND ADDITIONAL OFFERINGS

Please provide a list and details of any value-added services or additional offerings. These offerings may include services or discounted blue skies, which may be utilized during blue skies and non-emergencies.

**FMPA RFP 2025-104
Intent-to-Bid Form**

Form Due Date: June 11, 2025

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.

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

RFP 2025-104

Name of Company:

Address:

Name of Contact Person:

E-Mail Address:

Phone:

PROPOSER INFORMATION FORM
Exceptions & Clarifications
FMPA RFP 2025-104

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

	We TAKE exception as follows:

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Compliance Declaration

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

Regarding Sections 61 through 72 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution Control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Changes

Compliance with Federal Law, Regulations, and Executive Orders

No Obligation by Federal Government

Program Fraud and False or Fraudulent Statements or Related Acts

License and Delivery of Works Subject to Copyright and Data Rights

Domestic Preference

Prohibition on Certain Telecommunications and Video Surveillance Services or
Equipment

Contracting with Small and Minority Businesses, Women's Business Enterprises,
and Labor Surplus Area Firms

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DECLARATIONS AND SIGNATURES

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

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

Proposer _____

By _____
Signature Printed or Typed Name

Title _____

Complete Business Address of Proposer: _____

State of Incorporation _____

Complete Address of Principal Office _____

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

Telephone (____) _____ Fax (____) _____

E-Mail _____

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

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

STATE OF _____

COUNTY OF _____

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

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

is _____.

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

is _____

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

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

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

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

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

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

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

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

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

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

above on the ____ day of _____, 20____.

Notary Public

(Affix Seal)

My Commission Expires

Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐

NO ☐

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐

NO ☐

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐

NO ☐

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA RFP# 2025-104

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 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 2025-104, Florida Municipal Power Agency Provision of Emergency Lodging Services - for the following reasons:

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

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

Company Name: _____

By: _____
Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

APPENDIX C
DRAFT MASTER SERVICES AGREEMENT

Master Services Agreement

This Master Services Agreement is entered into on this ____ day of _____, 2025, 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 lodging and related services.

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

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

Section 1. Scope of Services

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

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

Section 2. Term & Termination

This agreement shall become effective upon the date stated in the introductory clause of this agreement, and shall remain in effect for a period of five years from the

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

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

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

Section 3. Compensation and Payment

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

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

Section 4. Independent Contractor Status.

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

shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract. For purposes of this Section 4, the term FMPA includes FMPA's Participating Members.

Section 5. Standard of Care.

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

Section 6. Insurance

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

- (a) **Workers Compensation and Employers Liability.** This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease, or death to employees which, for any reason, may not fall within the provisions of a state workers compensation law. The policy shall include an "all states" or "other states" endorsement. The liability limits shall be, at a minimum, as follows: Workers' Compensation- Statutory; Employer's Liability- \$100,000 each.
- (b) **Commercial General Liability.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor under the paragraph entitled "Indemnities" and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than \$2 million combined single limit per occurrence / \$4 million general annual aggregate for bodily injury and property damage.
- (c) **Automobile Liability Policy.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against all claims for injuries arising out of use of any auto including own, hired, or non-owned autos. Limits of liability will not be less than \$1 million in combined single limits for bodily injury and property damage.

- (d) **Professional Liability.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating member against any damages caused by an error, omission or any negligent acts. Limits of not less than \$2 million combined single limit per occurrence / \$4 million general annual aggregate shall be provided.
- (e) **Additional Insured.** All insurance coverages furnished under this contract, with the exception of workers compensation and employer's liability shall include the Participating Member as an additional insured with respect to the activities of the Contractor. Any party named an additional insured pursuant to this Agreement shall be an additional insured where permissible by law but only to the extent the loss in question is caused by the negligent act or omission of the Contractor, and only to the extent necessary to provide coverage for the indemnity obligations expressly assumed by Contractor under this Agreement, and not in respect to any act or omission or operation of the Participating Member. It is the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct.
- (f) **Waiver of Subrogation.** The Contractor shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the Participating Member, or any indemnitee.

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

Section 7. Indemnification

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless 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

By: _____

By: _____

Schedule A

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



Thanks for your interest in serving our Members.