



Florida Municipal Power Agency

**REQUEST FOR QUALIFICATIONS
FOR
CONSULTING ENGINEER OF RECORD
AND CONSULTING ENGINEERING
SERVICES**

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
(407) 355-7767
www.fmpa.com

REQUEST FOR QUALIFICATIONS

(This is not an order)

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Florida Municipal Power Agency
TO: 8553 Commodity Circle
Orlando, Florida 32819
Attn: Mr. Jim Hay, Project Administrator

Telephone: (407) 355-7767

RFQ 2017-

Date Issued: March 10, 2017

SEALED RESPONSES MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO THE PUBLIC RESPONSE OPENING AT 10:00 A.M. ON APRIL 25, 2017, WHICH WILL BE IN THE FMPA 1ST FLOOR CONFERENCE ROOM LOCATED IN THE FMPA BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Responses shall include the forms provided and must be manually signed.
- Responses shall be sealed in an envelope with the RFQ number, and the opening date and time indicated above, clearly written on the outside of the envelope.
- Responses received after the opening date and time will be rejected and returned unopened.
- The attached Request for Qualifications shall become part of any agreement resulting from this Request for Qualifications.

DESCRIPTION

MARCH 2017

**FLORIDA MUNICIPAL POWER AGENCY
REQUEST FOR QUALIFICATIONS
FOR
CONSULTING ENGINEER OF RECORD AND CONSULTING ENGINEERING SERVICES**

See attached Request for Qualifications and Response Forms for detailed description.

ADVERTISEMENT

Qualifications for Consulting Engineer of Record and Consulting Engineering Services

MARCH 2017

FLORIDA MUNICIPAL POWER AGENCY

**REQUEST FOR QUALIFICATIONS
RFQ 2017-211**

Sealed qualification responses will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until 10:00 a.m., April 25, 2017, when at that time Responses will be opened and logged publicly in the 1st floor Conference Room by an FMPA representative.

FMPA is publicly announcing its intent to receive qualifications for professional services in accordance with the Florida Consultants' Competitive Negotiations Act (CCNA – FS 287.055). Specifically, FMPA seeks qualifications from professional engineering firms (Firms) interested in serving as FMPA's Consulting Engineer of Record, as well as Firms interested in providing engineering services, as more fully described in this Request for Qualifications (RFQ) package. The RFQ package describes how FMPA will select the most qualified Firms for negotiation of a continuing services contract (also called Master Services Agreement or MSA) at a level of compensation deemed fair, competitive and reasonable. Companies that win a continuing services contract will be given task assignments at such time as services are required. As such, this RFQ package does not convey any specific assignment to any responding company.

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

No response package may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of the responses. Response packages received after the day and time stated above will not be considered and will be returned to the responding Firm unopened.

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



Frank Gaffney
Assistant General Manager
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY
Request for Qualifications for Consulting Engineer of Record and Consulting Engineering Services

1. FMPA Description

Formed by the Florida Legislature in February 1978, the Florida Municipal Power Agency (FMPA) is a non-profit, joint action agency created to serve the needs of municipal electric utilities in Florida. Of the 34 municipal systems in the State, 31 are FMPA members who participate at varying levels in Agency activities.

Member utilities of the Agency serve approximately 2 million Floridians. Each member appoints one representative to the Board of Directors which governs the Agency's activities. Thirteen members currently purchase power from the Agency through the All-Requirements Project (ARP) and are referred to as ARP Participants. The ARP serves approximately 250,000 electric customers. FMPA functions as a Generator Owner for three power plants/generating sites – Cane Island Power Park (operated by Kissimmee Utilities Authority), Treasure Coast Energy Center (operated by Fort Pierce Utilities Authority) and Stock Island Power Plant (operated by KEYS Energy Services). Besides supplying the capacity and energy requirements of the ARP Participants, FMPA functions as the Planning Coordinator, Resource Planner and Transmission Planner for its ARP Participants. For more information on FMPA, please visit our website at www.fmpa.com.

2. Scope of Services

This RFQ has two purposes: First, FMPA will select qualified Firms who could be designated as FMPA's Consulting Engineer of Record for specific assignments. Second, FMPA will select qualified Firms to assist FMPA with a wide array of professional engineering services in three service areas: Substation, Transmission and Distribution Engineering and Transmission Planning Services, Electric Power Plant Engineering and Power System Analysis Services, and Resource Planning Engineering Support Services. FMPA intends to select one or more Firms in each service area or for specific services in each service area.

The following is a list of the typical services FMPA may require of the Consulting Engineer of Record and the Consulting Engineers in the future, by service area:

I. Consulting Engineer of Record

1. Carry out the services of the Consulting Engineer of Record (EOR) intended under FMPA's Bond Resolutions for the ARP Project and the Stanton Project. Such services include:
 - a. Issuance of certificates to the Bond Trustee and Rating Agencies stating opinions of the EOR relating to FMPA's obligations under the Bond Resolution when FMPA takes actions for new debt issuance, asset sales or dispositions, reconstruction and replacement of damaged or destroyed assets, and amendments to material contracts.
 - b. Preparation of the Quinquennial report to be filed with the Trustee (every five years) for purposes of demonstrating that the ARP Project assets are in good condition and whether FMPA has performed and complied with the covenants contained in the Bond Resolution relating to the operation and maintenance of the ARP properties, proper renewal and replacements, and the preparation of annual budgets and construction budgets. The next

Quinquennial report is due to the Trustee in May 2018.

II. Substation, Transmission and Distribution Engineering and Transmission Planning

1. Preparation of conceptual engineering plans, including transmission line and substation projects at 138-kV and above. Priorities Include:
 - a. Siting, permitting, and securing right-of-way as well as construction scheduling and coordination,
 - b. Preparation of conceptual level cost estimates for both new (Greenfield) substation and transmission line projects and for upgrades and expansions,
 - c. Preparation of equipment specifications and construction contract documents,
 - d. Electric substation, and transmission line design, including:
 - i. Protection and Control (P&C) Design services
 - ii. Ground Grid and Shielding design and analysis, including any field-testing services available
 - iii. Foundations, steel and concrete structures – design and analysis, and
 - e. Stand-alone drafting/CAD services, primarily using Bentley's Autocad software.
2. Assistance with NERC Engineering and Operations (Order 693) Reliability Standard Compliance (specific to standards that impact electric transmission planning, engineering and operations).
3. Transmission planning analysis, including load flow (including consideration of voltage regulation), steady state voltage stability, transient (angular stability) and short circuit analysis. Priorities Include:
 - a. Use of the FRCC regional PTI PSS/E® models and with conducting the necessary studies in PSS/E,
 - b. Use of the FRCC regional PowerGEM TARA® models and with the conducting of applicable studies in TARA,
 - c. Development, refinement and general use of complex load models and evaluation of Fault Induced Delayed Voltage Recovery (FIDVR), and
 - d. Voltage stability analyses, include PV and QV / post-transient voltage stability analysis.
4. Modeling and analyzing power system switching transients, consideration of Transient Recovery Voltage (TRV), sub-synchronous resonance, ferro-resonance, and general harmonics and flicker analysis and application of mitigating projects and equipment.
5. Protective Relay settings, calculations, and modeling. Priorities Include:
 - a. Preparation of protection settings for high voltage substation equipment and transmission lines, and
 - b. Modeling of high voltage transmission systems and equipment.
6. Protection system studies (wide area and multi-element coordination). Priorities Include:
 - a. Use of Electrocon's CAPE software.
7. Owner's Engineering and field support services, including construction oversight and project management.
8. Preparation of engineering reports (technical writing) which may become public documents.
9. Preparation of briefings on emerging technologies, including updates on variable energy resources and energy storage technologies.
10. Small generator interconnection studies, such as distribution connected generation.

III. Electric Power Plant Engineering and Power System Analysis

1. Advisory services related to the design, siting and permitting of large electric power generating plants. Priorities Include:
 - a. Combustion turbines and gas-fired combined cycle power plants. Knowledge of other

- resource types, including coal and nuclear, is valuable but will be utilized less frequently,
- b. Preparation of conceptual level cost estimates for new (Greenfield) electric power plants and also for modifications, upgrades and expansions to power plant facilities,
 - c. Assistance with NERC Engineering and Operations (Order 693) Reliability Standard Compliance (specific to standards that impact electric generating facilities), and
 - d. Generator and Plant auxiliary electrical protection and control design and analysis.
2. Protective relay settings, calculations, and modeling. Priorities Include:
 - a. Preparing protection settings for large synchronous machines and, in general, protection of equipment at large power plants,
 - b. Setting and applying GE, SEL, Beckwith and ABB microprocessor relays, and
 - c. Power system and power plant protective relay automation- preparation/design and application.
 3. Modeling power plant and industrial plant auxiliary electrical systems. Priorities Include:
 - a. Use of Operation Technologies, Inc.'s (OTI's) ETAP Powerstation software,
 - b. Conducting Arc-Flash incident energy assessments, and
 - c. Conducting motor-starting studies and harmonic studies of power plant electric distribution systems.
 4. Provide Owner's Engineering and field support services, including construction oversight and project management.
 5. Prepare engineering reports (technical writing) which may become public documents.
 6. Evaluation, design and analysis of turbine and excitation control systems.

IV. Resource Planning Engineering Support

1. Preparation of planning-level capital, fixed, and non-fuel variable O&M cost estimates and estimated performance characteristics for new power generation resources.
2. Engineering analysis of possible capital upgrades to existing power plant units, including preparation of cost estimates and estimated performance improvements.
3. Assistance with monetizing risks associated with the ARP generation portfolio such as the future cost of decommissioning; change in regulations; and environmental risks.
4. Development of cost and performance characterizations of specific resources or transactions.
5. Review and recommendations for improvement of FMPA assumptions used for production cost modeling and resource planning, including O&M costs and escalation rates, remaining life estimates, maintenance durations, forced outage rates, etc.
6. Parameterization of demand-side management options.
7. Development of representative hourly profiles for intermittent generation to support production cost modeling, most notably solar output, using industry-standard modeling tools (e.g. PV Syst).
8. Assistance with 1) preparation of the engineering and technical specifications for use in Requests for Proposals for new power resources, and 2) evaluation of bids.

3. Response Contents

- a. **Description of Services:** Respondents are to include with their package a complete description of their understanding of the services requested. This description should be as definitive as possible to allow reasonable understanding and evaluation of the Firm's qualifications and demonstrate the Respondent's understanding of the requested Scope of Services. The response package should very clearly state which service areas or specific services within each service area the qualifications submitted are in response to, as listed above:

- I. Consulting Engineer of Record
- II. Substation, Transmission and Distribution Engineering and Transmission Planning
- III. Electric Power Plant Engineering and Power System Analysis
- IV. Resource Planning

Note regarding ranking and qualification of firms by service area/category: It is FMPA's intent to rank and qualify, at minimum, four lists of firms corresponding to the four service areas listed above. However, based on the qualifications received, FMPA may deem it necessary to rank and qualify firms in certain specific services within those service areas, especially if a firm demonstrates qualifications for a specific service rather than the entire service area. For example, if FMPA deems that the most qualified firms in T&D Protection System Studies (item 6 in service area II above) are not the same as firms deemed the most qualified in the remaining items 1-5 and 7-10 of that service area, FMPA may then issue a separate ranking and qualify a different list of firms for that specific service. Similar situations may apply to Transmission Planning Analysis (Major Service Area II, item 3), Electric Power Plant modeling and analysis (Major Service Area III, item 3) and others at the sole discretion of FMPA based on the qualifications received. Therefore, firms are encouraged to provide responses even if they are qualified to perform one of the services within a given service area.

- b. **Project Experience - Firm:** Respondents should provide high level summaries of projects (a few sentences for each project will suffice) completed within the past 5 years showing first-hand experience in providing the services for which Respondent is submitting its qualifications. Clearly identify services performed using the numbering convention from the Scope of Services section above. The following information should be provided:

1. Description of the project, the type of utility or company receiving the services
2. Identify three separate project references and provide a client contact person (phone and email address). Please provide a total of three references for each service area or specific service the Firm is presenting qualifications for. Duplicates are allowed if the same client was provided services in different projects and different service areas.

Additional information to be provided, listed by Service category:

I. Consulting Engineer of Record

- a. Firms should demonstrate possession of a certificate of authorization to practice engineering in the state of Florida (or ability to quickly obtain and maintain a certificate of authorization).

- b. Firms should demonstrate their qualifications to render opinions related to 1) the operation and maintenance, and the making of necessary and proper renewals and replacements to power plants, substations and transmission lines, and 2) the preparation of annual budgets and construction budgets.
- c. Firms should demonstrate experience rendering opinions related to compliance with Bond Resolutions (or other financing agreements), including but not limited to:
 - i. Whether a company's revenues will be sufficient to cover the company's debt service obligations for a given period;
 - ii. Whether the sale or exchange of property will impair the ability of the company to comply with the provisions of the Bond Resolution related to such sales or exchange of property;
 - iii. Whether any rescission or amendment to a major project contract will preclude a company from complying with the rate covenant of the Bond Resolution;
 - iv. Whether insurance coverage obtained by a company is adequate to repair or replace assets damaged by natural disasters;
 - v. Whether reconstruction or replacement of damaged or destroyed property is not in the interest of the company and the Bondholders; and
 - vi. Whether the issuance of new money bonds to invest in new facilities at a Project are necessary to keep the Project in good operating condition and to prevent a loss of revenues.
- d. Firms should demonstrate they have a favorable, national reputation for the skill and experience in work as a Consulting Engineer of Record. As such, Respondents should provide:
 - i. A listing of all municipal and other entities by state for which the Firm has served as a Consulting Engineer of Record, and a description of how the Firm assisted these entities achieve favorable bond ratings when issuing debt;
 - ii. A list of any awards or accreditations;
 - iii. Copies of financial statements (including balance sheet, income statement, and cash flow statement) for the three most recent fiscal years (audited, if available);
 - iv. Identify legal disputes or other major claims, e.g. insurance claims, related to the performance of engineering services, either pending or that arose within the past 5 years (describe); and
 - v. Identify whether the Firm has been a debtor in any bankruptcy proceeding in the past 5 years.

II. Substation, Transmission and Distribution Engineering and Transmission Planning

- a. Firms should demonstrate possession of a certificate of authorization to practice engineering in the state of Florida (or ability to quickly obtain and maintain a certificate of authorization). Any Engineering Documents (as defined in Chapter 61G15-30 of the Florida Administrative Code) that may be prepared for FMPA must be sealed by a professional engineer licensed in the state of Florida, or, in the case of engineers and firms of other states, by a professional engineer holding a temporary license to practice in Florida pursuant to 471.021 of the Florida Statutes.
- b. Firms providing design services should show a regional presence/office locations allowing frequent site visits. This is not required for planning and protection/analysis services.

- c. One sample report and one sample calculation are appreciated to demonstrate technical writing and work product organization, but are not mandatory. Redaction is acceptable.

III. Electric Power Plant Engineering and Power System Analysis

- a. Firms should demonstrate possession of a certificate of authorization to practice engineering in the state of Florida (or ability to quickly obtain and maintain a certificate of authorization). Any Engineering Documents (as defined in Chapter 61G15-30 of the Florida Administrative Code) that may be prepared for FMPA must be sealed by a professional engineer licensed in the state of Florida, or, in the case of engineers and firms of other states, by a professional engineer holding a temporary license to practice in Florida pursuant to 471.021 of the Florida Statutes.
- b. Firms providing design services should show a regional presence/office locations allowing frequent site visits. This is not required for planning and protection/analysis services.
- c. One sample report and one sample calculation are appreciated to demonstrate technical writing and work product organization, but are not mandatory. Redaction is acceptable.

IV. Resource Planning Engineering Support

- a. Firms should demonstrate possession of a certificate of authorization to practice engineering in the state of Florida (or ability to quickly obtain and maintain a certificate of authorization).
- b. In providing descriptions of projects completed in the past five years, Respondent should highlight work with municipal electric utilities in support of integrated resource planning.

- c. **Project Management:** Respondents should provide an overview of the Firm's project management procedures and policies. Key topics should include:
 - a. Client communications policies,
 - b. Management of staff workload and project schedules,
 - c. Billing/Invoicing practices, and
 - d. Quality Assurance/Quality Control policies/practices.
- d. **Professional Staff Experience:** Respondents should provide resumes or bios for professional staff who function as leads for the services requested, as well as the office or location of staff. Resumes should indicate PE license and the State issuing the license.
- e. **Staff Depth:** Respondents should identify the internal departments of their organization that will provide each of the services requested, location of offices or departments, and should identify the number of engineers, technical and administrative support staff for each of those departments that would potentially work on assignments.
- f. **Use of Subcontractors:** This Request for Qualifications is intended to allow FMPA to select a group of qualified Firms to work on future assignments. Subcontractors should not be offered by a Firm to augment the Firm's services capabilities in this response package. This does not preclude the use of subcontractors or subcontract arrangements on future assignments, provided

that the Firm remains responsible for the work and the intended use of subcontractors is reviewed and approved by FMPA staff in advance.

- g. Respondent Information Form:** A completed Respondent Information Form (attached) must be provided.
- h. Contract Terms:** FMPA intends to select one or more Firm(s) with which to execute Master Services Agreements, under which future Task Orders will be executed. Attachment A is FMPA’s Standard MSA. Exceptions to the terms and conditions of the MSA may be considered if determined minor in nature and acceptable to FMPA. However, all exceptions shall be noted on the attached Respondent Information Form.
- i.** Respondents should also include a description of any value-added services that can be provided by the firm to FMPA or FMPA’s member utilities.

4. RFQ Schedule

FMPA’s timetable for this Request for Qualifications (RFQ) process is shown below. Note that the dates shown are only estimates and may be modified at any time by FMPA. Also note that if presentations are not needed in any one of the service areas defined in this RFP, the schedule for that service area may be accelerated. If FMPA elects to accelerate selection, respondents will be notified of the new schedule. It could take FMPA as long as 6 months to enter into an MSA with a qualified Firm and we expect Bid Packets to remain current through that process. Respondent shall notify FMPA of any materials changes to their submittal.

Notice/Distribution of RFQ	March 10, 2017
Deadline for submittal of Intent-to-Respond Form and questions concerning the RFQ	March 24, 2017
FMPA Response to general Questions in the form of an Addendum	March 31, 2017
Sealed Response Packet Due Date	April 25, 2017
Notification of Selected List of Respondents for Presentations (If needed)	May 5, 2017
Final Notification of Qualified Firm Ranking	May 26, 2017
Start of Negotiations of Master Services Agreements with Qualified Firms by Service Area in Rank Order	May 29, 2017

5. Notice to Respondents

Sealed response packages will be received until 10:00 a.m. EST on April 25, 2017 ("RFQ Due Date") at the offices of the Florida Municipal Power Agency, 8553 Commodity Circle, Orlando, FL, 32819, at which time the bids will be opened and logged publically in the 1st floor Conference Room.

Each Respondent is required to submit a Respondent Information Form (included in this RFQ package), other forms included in this package as appropriate, and any other information necessary to allow a complete evaluation of the qualifications. Respondents who have filed an Intent-to-Bid Form will be

notified by e-mail of any issuance of any RFQ addenda with any necessary revisions to information contained in this RFQ, including a change in the Response Packet Due Date. All addenda will be posted at www.fmpa.com. FMPA reserves the right to reject all responses received after the Response Packet Due Date.

One (1) original, one (1) electronic version, and four (4) copies of the response package should be sealed and delivered to the following address:

Mr. Jim Hay, Project Administrator
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Clearly legible on the outside of the sealed envelope shall be "Consulting Engineer of Record and Consulting Engineering Services, RFQ 2017-211, for Opening on April 25 at 10:00 a.m..

6. Right of Rejection

This RFQ is not an offer establishing any contractual rights. This solicitation is solely an invitation to submit qualifications.

FMPA reserves the right to:

1. Reject any and all responses received in response to this RFQ.
2. Waive any requirement in this RFQ.
3. Not disclose the reason for rejecting a response.
4. Seek and reflect clarifications to responses.

7. Interpretations and Addenda

All questions regarding interpretation of this RFP, technical or otherwise, must be submitted by March 24, 2017 in writing. Only those firms that have filed an Intent-to-Bid Form may submit questions to the RFQ. Questions should be submitted to the following:

By Mail or Courier: Mr. Jim Hay, Project Administrator
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

By Email: jim.hay@fmpa.com

Only written responses provided by FMPA to Respondents' 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 the Respondent posing the question or making the request unless the question and answer are applicable to the RFQ process in general or can be afforded a

general answer to all Respondents, in which case, at FMPA's discretion, the question and answer may be provided to all interested parties. FMPA will issue an addendum with answers to general questions on March 31, 2017.

8. Errors and Modifications of Responses

Each Respondent should carefully review the information provided in the RFQ prior to submitting a response. The RFQ contains instructions which should be followed by all Respondents. Modifications to responses already received by FMPA will only be accepted prior to the Response Packet Due Date.

9. Proprietary Confidential Business Information

All responses shall be the property of FMPA. Pursuant to Section 119.071(1) (b), Florida Statutes (2016), all sealed packages submitted to FMPA in response to this RFQ are exempt from the public records disclosure requirements of Article 1, section 24(a) of the Florida Constitution and section 119.07(1), Florida Statutes, until such time as FMPA provides notice of a decision or 30 days after opening of packets, whichever is earlier. FMPA will not disclose to third parties any information labeled "Confidential" in a response, unless such disclosure is, in the sole opinion of Counsel for FMPA, required by law or by order of any court or government agency having appropriate jurisdiction. However, FMPA reserves the right to disclose any information contained in any response to third parties for the sole purpose of assisting in the response evaluation process.

10. Evaluation Process

FMPA intends to select one or more Firms deemed to be the most highly qualified to provide services in each service area or for specific services as defined herein. A review team will score each response package. FMPA will rank the top five Firms for each service area. The top 5 Firms in any or all service areas may be requested to make a presentation to clarify information submitted in the responses to assist staff in evaluating the Respondents' qualifications; or, FMPA may deem information received in the responses to be clear and sufficient and therefore not require presentations in any or all of the service areas. Presentations can be made in-person at FMPA's office, or via the telephone or using a Web-based meeting platform. After any presentations required by FMPA, and once the ranking of the top five Firms is complete in any service area, FMPA will publically notice the qualified Firms and the ranking within the service area. FMPA will then undertake to negotiate a Master Services Agreement with the highest ranked firm for each service area, at a level of compensation that FMPA determines, in its sole discretion, is fair, competitive, and reasonable. FMPA may, in its sole discretion, also negotiate MSAs with the second and third ranked firms and beyond for each service area in the same manner. The MSAs will be "continuing contracts" as defined in Section 287.055(2) (g), Florida Statutes (2016).

The responses will be evaluated based on information provided by each firm by the Response Packet Due Date. No additional data will be considered after the Response Packet Due Date, except for clarifications requested by FMPA.

Selection and rejection of responses and notification of Respondents at all stages will remain entirely with FMPA's discretion. FMPA intends to notify Respondents not selected under this solicitation within a

reasonable amount of time.

Evaluation Criteria – Scoring

Firms will be scored for each service area or service the Firm indicates they are responding to on the Respondent Information Form, with various criteria weighted as shown below. Refer to the note in part 3a above. Where FMPA elects to qualify firms for conduct of a specific service instead of for an entire service area, a separate score sheet will be filled out for each firm qualified for that specific service. For example, if FMPA chose to qualify a separate list of firms for specific service item 7 in service area II, FMPA would prepare score sheets for each firm responding to either service item 7 in service area II or service area II as a whole. Thus in this example, FMPA would be preparing five (5) distinct lists of firms, each based on its own set of score sheets (one for each of the four service areas plus one for item 7 of major area II).

Criteria for Service I (Consulting Engineer of Record)

Firm Experience (20)
Firm Reputation (30)
Professional Staff Experience (40)
Project Management (10)

Criteria for Services II, III and IV (Substation/T&D and Planning Power Plant Engineering and Resource Planning)

Firm Experience (25)
Professional Staff Experience (40)
Project Management (20)
Staff Depth (15)

11. Public Entity Crimes Statement

Pursuant to Section 287.133(2) (a), Florida Statutes (2014), all responding firms 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 a 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 following the date of being placed on the convicted vendor list.”

12. Drug Free Workplace

Whenever two or more responses to this RFQ are similar with respect to quality, delivery, and service, preference shall be given to a Respondent that certifies that it has implemented a drug-free work-place program by completing and executing the attached Drug Free Workplace Statement.

13. Use of Ideas

All materials submitted in response to the RFQ 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 RFQ. Selection or rejection of a firm does not affect this right.

RFQ FORMS

FMPA RFQ 2017-211 Intent-to-Bid Form

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

Mr. Jim Hay, Project Administrator
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 RFQ changes or revisions and forward to you any addenda to the RFQ.

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 RFQ.

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

RFQ 2017-211

Name of Firm:

Address:

Name of Contact Person:

E-Mail Address:

Phone:

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE RESPONSES

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses 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 response 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 responses will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee that may be engaged in the eventual provision of commodities or contractual services envisioned by this RFQ 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 envisioned by this RFQ, 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.

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

Vendor's Signature

Date

FMPA RFQ 2017-211
RESPONDENT INFORMATION FORM

_____ We DO NOT take exception to the FMPA's Master Services Agreement.

_____ We TAKE exception to the FMPA's Master Services Agreement as follows:

Please check the box for each Service Area your Firm is providing qualifications for (If your qualifications are directed at a specific service(s) and not a service area, indicate by writing the number of the service(s) in the area under the box using the numbering convention in Section 2 of the RFQ) :

- | | |
|--|--|
| <input type="checkbox"/> I – Consulting Engineer of Record | <input type="checkbox"/> III– Electric Power Plant Engineering |
| <input type="checkbox"/> II – Substation, T&D Engineering and Planning | <input type="checkbox"/> IV – Resource Planning |

Please check the box as applicable:

Firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Act.

Firm Name:

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Firm Address:

Telephone Number:

Toll Free Number:

Contact Person Name:

Contact Email:

Date:

STATEMENT OF NO RESPONSE

Jim Hay, Project Administrator
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819

We, the undersigned, have declined to submit a response on your FMPA Request for Qualifications RFQ 2017-211 for Consulting Engineer of Record and Consulting Engineering Services for the following reasons:

- We do not offer the requested services.
- Unable to meet specifications.
- We anticipate a potential conflict of interest
- Other – Explain Below

Company Name:

By: _____
Authorized Person's Signature)

(Print or type name and title of signer)

Company Address:

Email Address:

Telephone Number:

Toll Free Number:

Fax Number:

Date:

ATTACHMENT A
FMPA MASTER SERVICES AGREEMENT

Master Services Agreement

This Master Services Agreement is entered into on this ____ day of _____, 2017, 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 [NAME], with its principle place of business located at [ADDRESS], (“Consultant”).

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.

Consultant is a [DESCRIPTION] offering engineering consulting services.

FMPA issued RFQ 2017-211 to find qualified professionals to perform continuing consulting services for assigned projects (hereinafter referred to as “Continuing Service Projects”).

The parties desire for Consultant to perform the continuing consulting services in accordance with prior, mutually agreed upon conditions.

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

Section 1. Requests for Services

Consultant shall provide to FMPA consulting services (the “Services”) for Continuing Service Projects in accordance with written “Requests for Services” issued by FMPA and agreed to by Consultant from time to time during the term of this agreement. Such Requests for Services shall be attached as separate Attachment(s) “A” hereto. Such Requests for Services shall make specific reference to this agreement and shall be subject to FMPA’s and Consultant’s written acceptance.

Upon written acceptance, each Request for Services shall be incorporated into and become a material part of this agreement. However, a Request for Services shall not amend or add to this agreement in any respect except to describe the following: the scope of services for the Continuing Service Project (the “Project Scope of Services”), the schedule therefore (the “Project Schedule”), any additional responsibilities of FMPA not already outlined in Section 7 herein (“Additional FMPA Responsibilities”), the applicable compensation terms (the “Project Compensation” further described in Section 4 herein), and any additional insurance requirements related to the Continuing Service Project (the “Project Specific Insurance Requirements” as further defined in Section 10(e) herein). Additional or conflicting contractual terms or conditions may be added only by formal written amendment to this agreement and not through Requests

for Services. Any such additional or conflicting terms and conditions contained in Requests for Services shall be of no force or effect.

When Consultant believes it has completed the Services in accordance with each Request for Services, Consultant shall provide to FMPA a written notification of completion. Within twenty (20) Business Days (the "FMPA Response Period") FMPA shall advise Consultant in writing of (i) its agreement with the notification of completion, or (ii) any deficiencies in the Services for which Consultant is responsible under the Request for Services, or (iii) notice that FMPA will be reasonably delayed in providing a response and identify the number of days required to respond. As soon as Consultant corrects all deficiencies identified by FMPA, FMPA shall accept the Services under that Request for Services in writing, or upon expiration of FMPA Response Period without such required response from FMPA, the completion of the Services for the Request for Services shall be deemed accepted. Consultant has an affirmative obligation to complete all Requests for Services in accordance with this agreement, including the standard of care as described in Section 6 herein.

FMPA or Consultant may initiate a change to a Request for Services (a "Change Order") by advising the other party in writing that a change is believed to be necessary. As soon thereafter as practicable, Consultant shall prepare and forward to FMPA a cost estimate of the change which shall include the adjustment to the Project Compensation, schedule of payments, project schedule, and completion date applicable thereto. FMPA shall advise Consultant in writing of its approval or disapproval of the Change Order. If FMPA approves the Change Order, Consultant shall perform the Services as changed.

For any Continuing Service Project identified as a "Major Project" in a Request for Services, FMPA and Consultant shall each appoint a representative with executive authority having a broad general knowledge of the Major Project, but not involved in the Major Project on a detailed day-to-day basis. These representatives shall perform an oversight function to review the Major Project monthly, or as otherwise agreed, and take or recommend action pursuant to items of major and material impact to the Major Project. These items would include but would not necessarily be limited to budget, schedule, Consultant's obligations and deliverables, FMPA's obligations and deliverables, contractor or supplier performance, actual or potential major change orders, etc. Meetings may also include staff or others, as deemed necessary by the representatives.

Section 2. Consultants' Competitive Negotiation Act

Both Parties understand, acknowledge and agree that this agreement constitutes a "continuing contract" as defined in Section 287.055(2)(g), Florida Statutes. FMPA will have the right to contract for consulting services from Consultant or any other firm under a separate agreement while this agreement is in effect.

For any lump-sum or cost-plus-a-fixed-fee Service over the threshold amount provided in Section 287.017, Florida Statutes, as amended, for CATEGORY FOUR, Consultant shall execute a truth-in-negotiation certificate, as provided by FMPA, stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of entering into the subject Request for Services. The original lump-sum amount and any additions thereto shall be adjusted to exclude any significant sums by which FMPA determines the lump-sum amount was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such lump-sum amount adjustments must be made within one (1) year of the completion of services as provided for herein.

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, FMPA shall have the right to terminate this agreement without liability and, at its discretion, to deduct from the Project Compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 3. Termination

FMPA shall have the right to terminate this agreement upon written notice to Consultant, and Consultant shall terminate performance of Services based on remaining Services identified by Consultant and approved by FMPA on a schedule acceptable to FMPA. In the event of termination, FMPA shall pay Consultant for all Services previously performed and remaining Services as identified and approved by FMPA in accordance with Section 1 herein, which have been performed to the standard of care as described in Section 6 herein.

Section 4. Project Compensation and Payment

FMPA shall pay and Consultant shall accept in full consideration for the Services the Project Compensation (including the cost of any project specific insurance requirements provided to FMPA pursuant to Section 10(e) herein), which shall be described in each Request for Services.

Consultant will submit to FMPA monthly invoices for Services performed in accordance with each Request for Services. Each invoice will be submitted by about the fifteenth (15th) day of the month following the month during which such Services were performed. FMPA agrees to pay Consultant's invoice, less a retainage of five (5) percent of the invoice amount, within thirty (30) days after the invoice is received by

FMPA. The entire amount of retained payment shall be paid by FMPA to Consultant within thirty (30) days after the date that the Services are accepted by FMPA as complete in accordance with Section 1 herein.

For Services rendered on a cost plus or time plus materials basis, invoices will identify (a) individuals working on the Continuing Service Project, (b) their hourly pay rate, (c) indirect and overhead and fee salary percent mark-ups; (d) the actual time charged to the Continuing Service Project; and (e) the total amount invoiced to the Continuing Service Project to date. For lump sum services, FMPA and Consultant shall agree upon a payment schedule in each applicable Request for Services, and Consultant shall invoice FMPA in accordance with the agreed upon payment schedule.

FMPA shall have the right to audit and inspect Consultant's records and accounts covering direct costs hereunder at all reasonable times during the performance of the Services and for a period of two (2) years after completion of the Services and final payment in accordance with the Request for Services thereof; provided, however, that the purpose of any such audit shall be only for verification of such costs.

Section 5. Independent Contractor Status.

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

Section 6. Consultant's Responsibilities and Standard of Care.

The Services and any deliverables provided pursuant to this agreement shall be free from material defect, and shall comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements in effect during the term of this agreement. Consultant represents that the Services shall be performed with the care, skill, and diligence customarily provided by a Registered Professional Engineer. If any modifications or alterations are required to correct deviations from the quality of Services stipulated, Consultant will, at no cost to FMPA and on a schedule agreeable to FMPA, re-perform the necessary Services to correct such deviations if discovered and reported to Consultant within five (5) years from the date of completion of the Services under the applicable Request for Services.

Nevertheless, it is understood that Consultant is providing its opinion and advice as a service to FMPA. It is recognized that Consultant is not an “authorized agent” of FMPA and that at no time may Consultant commit FMPA or any of its affiliates to any commercial transaction without written direction to do so. Further, FMPA at its own and sole discretion may choose or not choose to implement or transact with other third parties based upon Consultant’s recommendation or advice.

Section 7. FMPA’s Responsibilities

FMPA shall at such times as may be required by Consultant for the successful and expeditious completion of the Services:

- (a) Obtain all permits and licenses required to be taken out in the name of FMPA which are necessary for the performance of the Services;
- (b) Provide Consultant with all available information, data, and specifications necessary for the completion of the Services, including without limitation geotechnical and other site condition information (unless noted in Request for Services as being obtained by FMPA based on specification developed by Consultant);
- (c) Appoint an individual who shall be authorized to act on behalf of the FMPA, with whom the Consultant may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon the FMPA as to all matters pertaining to this Contract and the performance of the Parties hereunder;
- (d) Advise Consultant of the existence and undertake the abatement and disposal of all “Hazardous Materials” that constitute “Pre-Existing Contamination” in accordance with the following:
 - 1) “Hazardous Materials” are materials or substances, which, because of their chemical, physical, or biological nature, pose a risk to life, health, or property when released, including all materials and substances defined or classified as hazardous or toxic by applicable Federal, State, or local laws, rules, regulations, and classifications in effect on the date of the Request for Services.
 - 2) “Pre-existing Contamination” is any Hazardous Material present at any site at, or for, which Consultant shall perform any Services that was not brought onto such site or sites by the Consultant.
 - 3) FMPA shall advise Consultant of the existence and undertake the abatement, disposal, and/or mitigation of all Hazardous Materials that constitute a Pre-existing Contamination herein, at any site at, or for, which Consultant shall perform any service.

4) FMPA agrees to release, defend, indemnify, and hold the Consultant harmless, to the extent permitted by law, from and against any and all liability that may in any manner arise in any way directly or indirectly caused by such Pre-existing Contamination except if, and then only to the extent, such liability is caused by the Consultant's negligence, gross negligence or willful misconduct.

5) Consultant shall notify FMPA of any Pre-existing Contamination known to Consultant.

Section 8. Documents

Consultant agrees to furnish and provide to FMPA, for each Continuing Service Project, copies of all plans, specifications, drawings, project manuals, and other documents (except correspondence) prepared by Consultant under this agreement, at its own expense, as detailed in each Request for Services. The copies shall be furnished as they are prepared and completed by Consultant, and if FMPA requires additional copies, Consultant shall promptly furnish the copies to FMPA at a reasonable cost for the reproduction.

FMPA exclusively retains all ownership rights to all materials or designs developed under this agreement. To the extent the Services performed under this agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for FMPA as the author, creator, or inventor thereof upon creation, and FMPA shall have all rights therein including, without limitation, the right of reproduction, with respect to such work.

Section 9. Confidential and Proprietary Information

For purposes of this Section 9, "Confidential Information" means the confidential and proprietary information of a party (including, with respect only to FMPA, the confidential and proprietary information of any one or more of its member municipal electric utility systems, including FMPA), and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature whatsoever, whether oral, written or recorded in another medium, relating to the business of a party (including, with respect only to FMPA, the business of one or more of its member electric utility systems, including FMPA) which has been or may afterwards be provided or disclosed in relation to the Services. Each party may disclose its Confidential Information (including, with respect only to FMPA, the Confidential Information of any one or more of its member municipal electric utility systems, including FMPA) (the "Disclosing Party") to the other Party (the "Receiving Party"). Tangible items of Confidential Information may be marked "CONFIDENTIAL" or "PROPRIETARY" or

“CONFIDENTIAL AND PROPRIETARY” by either party, except that no such mark is necessary to cause tangible items to be considered Confidential Information if such tangible items are otherwise included in the definition provided in this Section 9.

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

Notwithstanding any other provision of this contact, FMPA as the Receiving Party may disclose Confidential Information if necessary, in the opinion of legal counsel for FMPA, to comply with applicable law (including, without limitation, the Florida Public Records Law, Chapter 119, Florida Statutes), order, regulation, ruling, subpoena, or order of a governmental authority or tribunal with competent jurisdiction. In the event that FMPA as the Receiving Party is requested or required to disclose any Confidential Information, FMPA shall promptly notify Consultant of the request or requirement prior to disclosure, if reasonably possible, so that Consultant may, if it elects, seek an appropriate protective order or other designation of such Confidential Information as containing trade secrets or other commercially sensitive information or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. All costs of seeking any protective order or other designation and for contesting, limiting, or protecting the disclosure of Confidential Information in response to a valid request to or demand upon FMPA as the Receiving Party shall be borne and paid in full by Consultant. With respect to any disclosure made by FMPA as the Receiving Party pursuant to this Section 9, FMPA shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

The Receiving Party has no obligation under this agreement with respect to Confidential Information which (1) is, or becomes publicly available without breach of this agreement by the Receiving Party; (2) is rightfully received by the Receiving Party without obligations of confidentiality; (3) is developed by the Receiving Party without breach of this agreement; or (4) is a public record which Receiving Party is obligated by Florida law to disclose to a third party in the opinion of legal counsel for the Receiving Party; provided however, the Confidential Information described in clauses (1), (2), (3),

and (4) of this paragraph shall not be disclosed, in response to a formal request, until 20 days after written notice (as defined in Section 15 herein) of the intent to disclose is given to the Disclosing Party along with the asserted grounds for disclosure (unless pursuant to clause (4) only a shorter response is required by Florida law and the Disclosing Party is given advance notice of such response requirement by the Receiving Party not less than one business day prior to disclosure by the Receiving Party).

Section 10. Insurance

During the performance of the Services under this agreement Consultant, for the protection of FMPA, shall maintain the following insurance.

(a) Commercial General Liability Insurance with a combined single limit of \$2,000,000 for bodily injury and property damage.

(b) Automobile Liability Insurance with a combined single limit of \$2,000,000 for bodily injury and property damage.

(c) Worker's Compensation Insurance in accordance With statutory requirements and Employers' Liability Insurance with a limit of \$500,000 for each person.

(d) Professional Liability Insurance with an annual aggregate limit of \$10,000,000.

(e) Consultant, if requested by FMPA by or through a specific Request for Services, shall obtain a quote for project specific professional liability insurance ("Project Specific Insurance Requirements") that will reimburse FMPA for direct damages which may be caused by Consultant's negligence in performing the Services. The proposed limits of liability and coverage period of any Project Specific Insurance Requirements shall be requested by FMPA at the time of the issuance of the Request for Services. Based upon the quote for the project specific policy provided to FMPA by Consultant, FMPA shall decide, within its sole discretion, whether to require Consultant to purchase such Project Specific Insurance Requirements. If purchased, FMPA shall reimburse Consultant for the actual cost of such Project Specific Insurance Requirements.

The Commercial General Liability and Automobile Liability policies shall include FMPA, its directors, officers, agents, and employees as additional insureds to the extent of Consultant's negligence, and to the extent of the insurance limits specified in this Section 10. Consultant shall furnish FMPA certificates of insurance of Consultant's policies covering the stated liabilities, together with the provision that the same shall not be cancelled without at least ten (10) days' written notice to FMPA.

Section 11. Indemnification

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

Section 12. Limitation of Liability

Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law:

(a) FMPA and Consultant shall not be liable to each other for any special, incidental, indirect, or consequential damages, including but not limited to, loss of profits or revenue; loss of use, loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power, governmental and regulatory sanctions; and claims of customers for such damages.

(b) FMPA's and Consultant's remedies, obligations and liabilities shall be exclusively those specifically expressed in this agreement, and are in lieu of any others available at law or otherwise.

(c) Upon completion of the Services under a Request for Services or termination of this agreement, provisions relating to indemnity and limitations of liability, including but not limited to Sections 11 and 12 herein, shall remain in full force and effect.

Section 13. Force Majeure

In the event that either Party is rendered unable, wholly or in part, to carry out its obligations under this agreement, or is delayed in its performance under this agreement by Force Majeure, it is agreed that, upon a Party giving notice and full particulars of such Force Majeure in writing to the other Party as soon as reasonably possible after the occurrence of the Force Majeure relied upon, the obligations of the Party giving such notice, so far as those obligations are affected by Force Majeure, shall be

suspended during the continuance of the inability so caused, and such obligation suspended because of a Force Majeure shall, to the extent possible, be remedied with all reasonable care and speed by the Party affected by Force Majeure. It is understood and agreed that Force Majeure shall not be relied upon as a basis for any Party's failure or delay in paying any money owed and due hereunder. It is further understood and agreed that Consultant shall be entitled to a change under Section 1 for any schedule and cost impacts due to the Force Majeure.

In the event of any nonperformance caused by any of the forces described as Force Majeure, the Party affected shall within seventy-two (72) hours notify the other Party orally, and within seven (7) Business Days of nonperformance provide the other Party with written confirmation of the nature, cause, date of Force Majeure commencement, and anticipated extent of such nonperformance.

The term "Force Majeure," as used herein, shall mean any and all events which occur without the fault or negligence of the Party claiming Force Majeure, and which by the exercise of due diligence such Party is unable to prevent or overcome including without limitation acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, freezes, washouts, power failure, water shortage or adverse weather conditions, arrests, and restraints of governments and people, civil disturbances, explosions, breakage or accidents, the necessity for making repairs or alterations to machinery or lines of pipe (other than regularly scheduled or routine maintenance), acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies), governmental action, delay, restraint, or inaction, unavailability of equipment, and other similar or related causes (unless otherwise explicitly excluded herein), including both their direct and indirect consequences and effects, whether or not enumerated herein. A Party claiming Force Majeure shall utilize reasonable commercial efforts to mitigate the impact of Force Majeure. "Force Majeure" SHALL NOT MEAN OR INCLUDE the negligence, gross negligence or willful malfeasance of a Party or any of its directors, officers, agents, representatives, independent contractors, or employees.

Section 14. Agreement

This Master Services Agreement and each Request for Services issued hereunder, along with FMPA's RFQ 2017-211 and Consultant's response thereto (which are both incorporated herein by reference), shall constitute the final and complete expression of the agreement between FMPA and Consultant relating to the subject matter of this agreement.

In the event of any inconsistency between the terms of this Master Services Agreement, the terms included in any Request for Services issued hereunder, and those additionally set forth in RFQ 2017-211 and Consultant's response thereto, the following order of precedence is hereby agreed: (1) the terms of this Master Agreement,

Section 16. General Terms and Conditions

(a) This agreement shall not be assigned in whole or in part except as may be approved in writing by FMPA and Consultant.

(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. The failure or delay of any Party at any time to require performance by another Party of any provision of this agreement, even if known, shall not affect the continuing right of such Party to require performance of that provision or to exercise any right, power, or remedy hereunder.

(c) No amendment to this agreement (including any amendment to this Section) shall be effective unless agreed to in writing by both of the Parties to this agreement.

(d) 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.

(e) 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.

(f) This agreement reflects the negotiated agreement of the Parties. Accordingly, this agreement shall be construed as if both Parties jointly prepared it, and no presumption against one Party or the other shall govern the interpretation or construction of any of the provisions of this agreement.

(g) The execution of this agreement has been duly authorized by the appropriate body or official of FMPA and Consultant, both FMPA and Consultant have complied with all requirements of law, and both FMPA and Consultant have full power and authority to comply with the terms and provisions of this agreement.

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

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

FLORIDA MUNICIPAL POWER AGENCY

CONSULTANT

By: _____

By: _____

ATTACHMENT A

REQUEST FOR SERVICES

Pursuant to the terms and conditions of the Master Services Agreement executed and made effective as of the ____ day of _____, 20__, by and between Florida Municipal Power Agency ("FMPA") and [NAME] ("Consultant"), FMPA hereby requests Consultant to perform the following Services:

- A. Project Scope of Services:

- B. Project Schedule:

- C. Additional FMPA Responsibilities:

- D. Project Compensation:

- E. Project Specific Insurance Requirements (if any):

- F. Is this a Major Project?

This Request for Services and the above-referenced Master Services Agreement constitute the complete understanding of the Parties with respect to the Services specified herein. Terms and conditions contained in purchase orders, work orders, or other documents issued by either Party with respect to the Services shall be of no force and effect.

IN WITNESS WHEREOF, the Parties have executed this Request for Services effective as of the ____ day of _____, 20__.

FLORIDA MUNICIPAL POWER AGENCY CONSULTANT

By: _____ By: _____

Title: _____ Title: _____