



Florida Municipal Power Agency

REQUEST FOR PROPOSALS

FOR

**SECURITY INFORMATION AND EVENT
MANAGEMENT (SIEM) APPLICATION**

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

REQUEST FOR PROPOSALS

(This is not an order)

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

RFP FMPA 2021-247

Date Issued: June 15, 2021

Telephone: (407) 355-7767

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT **10:00 A.M. ON JULY 15, 2021.**

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

DESCRIPTION

JUNE 2021

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

FLORIDA MUNICIPAL POWER AGENCY

Request for Proposals for

SIEM SERVICES

1. FMPA Description

Formed by Florida's municipal electric utilities in February 1978, the Florida Municipal Power Agency (FMPA or the Agency) is a non-profit, governmental, wholesale electric utilities company created to serve the needs of municipal electric utilities in Florida. Of the 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). For more information on FMPA, please visit our website at www.fmpa.com.

2. Introduction - General Description of Services Sought

The Florida Municipal Power Agency ("FMPA" or "Agency") is issuing this Request for Proposals ("RFP") as an invitation to qualified companies to submit proposals for providing a replacement Security Information and Event Management (SIEM) system to FMPA.

3. Required Project Deliverables

- The successful bidder will design a solution to provide a robust SIEM solution to collect logs from various devices such as client machines, servers, firewalls, switches, and other log sources.
- The successful bidder will provide a solution that can capture, record and analyze network traffic in PCAP format.
- The successful bidder must have the ability to gather and collect logs from cloud service providers including Office 365, Azure and other cloud providers.
- FMPA currently has two different SIEM solutions in place. It is our desire to have a singular application for both network systems. The current configuration is done so for cybersecurity reasons and will not be changed. FMPA will discuss this setup in greater detail directly with bidders.
- FMPA's intent is that the end users' experience be the same regardless of which network the staff member is utilizing. This includes the same logical behavior, interfaces, graphs, reports, alerts, etc.

- The successful bidders will provide a licensing cost structure for each of the deliverables and provide a cost summary for the initial year and subsequent years. If the product has different pricing depending on usage, those costs will be clearly identified and provided.
- The successful bidder's product will provide necessary and custom alerting capability unitizing, at a minimum, email notification; the product may also include SMS messaging notifications or provide alternate equivalent methods.
- The successful bidder will provide expertise, guidance and documentation on the installation, configuration, management and testing of the SIEM application for systems to FMMPA staff.
- The successful bidder will quote costs to provide training, in the SIEM application, for two or more staff members after the installation has completed for both the use and management of the provided solution.
- The successful bidder will include requirements for hardware that is needed to run/operate the SIEM application. The hardware costs will be included in the bid as a separate line item.
- This successful bidder's product will be a on premises solution with logs being centrally aggregated and viewed on each network.

4. RFP Schedule

FMMPA'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 FMMPA.

Notice/Distribution of RFP	June 15, 2021
Deadline for submittal of Intent-to-Bid Form and questions concerning the RFP	June 25, 2021
FMMPA Response to general Questions	June 30, 2021
Sealed Response Packet Due Date	July 15, 2021
Notification of Selected List of Respondents for Presentations (If needed)	July 23, 2021
Notice of Award	July 30, 2021

5. Proposers Requirements

Sealed proposal packages will be received until 10:00 a.m. EST on July 15, 2021 ("Proposal Due Date") at the offices of the 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 any other information necessary to allow a complete evaluation of the proposal. FMPA reserves the right to reject all submittals received after the RFP Due Date.

The issuance of RFP addenda, of any change in the RFP Due Date, any necessary revision to information contained in this RFP, and/or any Questions and Answers related to the RFP will be posted on the FMPA website at www.FMPA.com under "Doing Business With Us."

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

Ms. Sharon Samuels
Member Services and Procurement Administrator
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Clearly legible on the outside of the sealed envelope shall be "SIEM Application, FMPA RFP# 2021-247".

Each Proposal response shall, at a minimum, include the following:

- Name of the firm and evidence of the respondent's ability to provide services in fulfillment of this request, including evidence of the firm's applicable background and experience.
- Principal business addresses and telephone number.
- Business address and telephone number, if different.
- List of projects, with references, and telephone numbers of other clients/customers where services similar to that requested herein were provided.
- Statement of the firm's capability, including staffing by technical discipline.
- Resumes of principal personnel and description of their proposed involvement in FMPA's described work.
- Approach to proposed work, including utilization of staff and other resources.
- List of any other organization(s), if any, to be utilized to provide requested services, including appropriate qualifying information.
- Location of office where majority of work will be performed and identification of the respondent's intended project manager/professional contact person and primary liaison with FMPA.

- Evidence of professional liability insurance, including errors and omissions coverage, and automobile insurance with limits of at least \$1,000,000, as well as workers' compensation insurance at the state minimum. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- Current volume of work.
- Executed FMPA Confidentiality Agreement.
- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.
- Website address and any other information material that may prove helpful in the evaluation of the qualifications.

6. Proposal Contents

- 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. In addition, the proposal should clearly indicate which, if any, of the services listed in Section 3 are not available.
- Services Details:** Proposers should identify the specific details of how they will provide the services outlined in Section 3, above. Proposals should include a detailed description of the services available to FMPA.

The proposal must also include the following:

- Describe your organization's approach to ensure provision of service.
 - Provide a high-level description of the implementation schedule for the services to be provided.
 - Describe any value-added OR other services that your organization provides that may be beneficial to FMPA.
- Related Experience:** The proposer must demonstrate first-hand experience in providing similar services, including experience in working with a utility related industry (preferably electric utilities in Florida). A list of references, preferably in the municipal electric utility industry, including contact information and a brief description of the project must be provided.
 - Qualifications of Staff:** The proposal should include a description of any special qualifications of the personnel who will be providing services that are indicative of working familiarity with electric utilities. The proposal must identify specific staff to be assigned to these projects, and include information demonstrating they have first-hand experience in providing similar services to one or more utilities. The proposal must also include an overview of the hiring and training process, as well as the average turnover rate per year.

- e. **Availability of Resources:** The proposer must show that they have the resources necessary to provide the requested services and clearly define any limitations. The proposal must also include the following:
- Describe the process for determining adequate staffing levels.
 - Provide a description of your telecommunications and other infrastructure used to provide services.
 - Describe the methods to provide confidentiality.
- f. **Use of Subcontractors:** The proposal must specifically identify if any aspects of the project may be completed by a subcontractor. Specific tasks and the specific subcontractor to be used must be provided.
- g. **Ownership Structure:** The proposal must include a full description of the ownership structure of the firm, including all parents and affiliates.

7. Right of Rejection

This RFP is not an offer establishing any contractual rights. This solicitation is solely an invitation to submit qualifications and a proposal.

FMPA reserves the right to:

1. Reject any and all statements of qualifications received in response to this RFP.
2. Waive any requirement in this RFP.
3. Waive any irregularities, regardless of the severity
4. Not disclose the reason for rejecting a proposal.
5. Not select the proposal with the lowest price.
6. Seek and reflect clarifications to proposals.
7. Select the proposal that is in the best interest of FMPA

8. Interpretations and Addenda

All questions regarding interpretation of this RFP, technical or otherwise, must be submitted in writing to the following:

By Mail or Courier:

Jeff Hanson
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819
RFP # 2021-247

By Email: Jeff.hanson@fmpa.com

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 the proposer posing the question or making the request unless the question and answer are applicable to the RFP process in general, in which case, at FMPA's discretion, the question and answer may be provided to all interested parties. All written questions must be received by FMPA on or before **June 25, 2021**. Inquiries after this date may not receive responses. All addenda issued in connection with this RFP will be posted on www.FMPA.com, and/or emailed to all companies that submitted a Notice of Intent to Bid Form in a timely manner.

9. Errors, Modifications or Withdrawal of Proposal

Each proposer should carefully review the information provided in the RFP prior to submitting a response. 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.

10. Proprietary Confidential Business Information

All Proposals shall be the property of FMPA. Pursuant to Section 119.071(1) (b), Florida Statutes (2014), all sealed packages submitted to FMPA in response to this RFP 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 proposal opening, whichever is earlier. FMPA will not disclose to third parties any information labeled "Confidential" in a proposal, unless such disclosure is 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 proposal to third parties for the sole purpose of assisting in the proposal evaluation process.

11. Proposer Qualifications

FMPA will accept proposals from firms knowledgeable in providing the requested services. Proposers unfamiliar to FMPA may be required to provide proof of experience.

12. Evaluation Process

FMPA intends to select one application deemed to be the most highly qualified to perform the required services. In doing so, FMPA will rank each of the responding qualified bids and develop a short list of the most qualified applications. FMPA will then undertake to negotiate with one or more of the short-listed vendors a contract for the procurement of the application at a level of compensation that FMPA determines, in its sole discretion, is fair, competitive, and reasonable. All qualified responding bidders may be required to make a presentation to FMPA staff and others for the purpose of ranking applications.

13. Public Entity Crimes Statement

Pursuant to Section 287.133(2) (a), Florida Statutes (2014), 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, 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.”

14. Collusion

By offering a submission pursuant to this RFP, the respondent certifies that they have not divulged, discussed, or compared its proposal with other proposers and has not colluded with any other proposers or parties to this proposal package whatsoever.

15. Drug Free Workplace

Whenever two or more responses to this RFP are identical with respect to quality, delivery, and service are received, 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.

FLORIDA MUNICIPAL POWER AGENCY
Notice of Intent to Bid Form
RFP # 2021-247
Due: June 25, 2021

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 jeff.hanson@fmpa.com. You may also mail a copy of this form to the following address:

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

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

Please note:

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

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

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

Short-listed proposers may be asked to participate in an interview during the week of **July 23, 2021**.

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

RFP 2021-247

Name of Firm:

Address:

Name of Contact Person:

E-Mail Address:

Phone:

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE PROPOSALS

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

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

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 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

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# 2021-247

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name

CONFIDENTIALITY CONTRACT

This confidentiality contract is dated _____, 2021, and is between FLORIDA MUNICIPAL POWER AGENCY, a governmental legal entity organized and existing pursuant to Florida law (“FMPA”), and

_____ a
_____ (“COUNTERPARTY”).

The parties have determined to enter into discussions or exchange information, or both, that is confidential in nature. Each party desires to afford the greatest protection available to Confidential Information (as defined in section 1) exchanged by them pursuant to the terms of this contract.

The parties therefore agree as follows:

1. Confidential Information. As used in this contract “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), 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) which has been or may afterwards be provided or disclosed pursuant to this contract. 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) (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.

2. Receiving Party Obligations. 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 contract. 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.

3. Required Disclosure. Notwithstanding any other provision of this contract, FMPA 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 is requested or required to disclose any Confidential Information, FMPA shall promptly notify COUNTERPARTY of the request or requirement prior to disclosure, if reasonably possible, so that COUNTERPARTY 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 shall be borne and paid in full by COUNTERPARTY. With respect to any disclosure made by FMPA pursuant to this section 3, FMPA shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

4. Term. The obligations of the parties is effective for two years from the date the Disclosing Party last discloses Confidential Information to the Receiving Party pursuant to this contract. Further, the obligation not to disclose is not be affected by bankruptcy, receivership, assignment, attachment or seizure procedure or other such law.

5. Other Information. The Receiving Party has no obligation under this contract with respect to Confidential Information which (1) is, or becomes publicly available without breach of this contract 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 contract; 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), and (3) of this section shall not be disclosed until 30 days after written Notice (as defined in section 10) of the intent to disclose is given to the Disclosing Party along with the asserted grounds for disclosure.

6. No License. Nothing in this contract may be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products or services. The Receiving Party agrees to not use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product or service.

7. Governing Law and Equitable Relief. This contract is governed and construed in accordance with the laws of the State of Florida, both as to interpretation and performance, and any action at law, suit in equity, or judicial proceeding for the enforcement of this contract, or any of its provisions, must be instituted and maintained only in a court of competent jurisdiction in Leon County, Florida. The parties agree that in the event of any breach or threatened or impending breach by either party, the non-breaching party, including the would-be non-breaching party in a case of a threatened or impending breach (the “non-breaching party”), may obtain, in addition to any other legal remedies available, equitable relief as necessary to protect the non-breaching party without need for filing any bond.

8. No Assignment. Neither party may assign this contract or any interest or obligation herein without the express prior written consent of the other party.

9. Severability. Wherever possible, each provision of this contract is to be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this contract be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this contract. In the event any provision of this contract is held

by any tribunal of competent jurisdiction to be contrary to applicable law, the remaining provisions of this contract remain in full force and effect.

10. Notices. (a) Each party giving or making any notice, request, demand, or other communication (each, a "Notice") pursuant to this contract shall give the Notice in writing and shall use one of the following methods of delivery, each of which for purposes of this contract is a writing: (1) personal delivery; (2) registered or certified mail, in each case, return receipt requested and postage prepaid; (3) nationally recognized overnight courier, with all fees prepaid; or (4) facsimile.

(b) Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed below or to another Addressee or at another address designed by a party in a Notice pursuant to this section:

If to FMPA: Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
Attention: Contracts Administrator
Facsimile No.: (407) 355-5794
Telephone No. (for verification purposes only): (407) 355-7767

With a required copy to: Office of the General Counsel
Florida Municipal Power Agency
2061-2 Delta Way (32303-4240)
Post Office Box 3209
Tallahassee, Florida 32315-3209
Attention: Confidentiality Contract
Facsimile No.: (850) 297-2014
Telephone No. (for verification purposes only): (850) 297-2011

If to
COUNTERPARTY: Company Name
Mailing Address
Courier Address (if different)
Attention:
Facsimile No.:
Telephone No. (for verification purposes only):

(c) Except as provided elsewhere in this contract, a Notice is effective only if the party giving or making the Notice has complied with subsections (a) and (b) and if the Addressee has received the Notice. A Notice is deemed to have been received as follows:

- (1) If a Notice is delivered in person, or sent by registered or certified mail, or nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- (2) If a Notice is sent by facsimile, upon receipt by the party giving or making the Notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the Addressee's facsimile number.

- (3) If the Addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change of address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.
- (4) Despite the other clauses in this subsection (c), if any Notice is received after 5 p.m. on a business day where the Addressee is located, or on a day that is not a business day where the addressee is located, then the Notice is deemed received at 9:00 a.m. on the next business day where the Addressee is located.

11. No Implied Waiver. The failure or delay of any party at any time to require performance by the other party of any provision of this contract, even if known, does not affect the continuing right of that party to require performance of that provision or to exercise any right, power, or remedy granted by this contract. The waiver by either party of a breach of any provision of this contract cannot be construed as a waiver of a continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this contract. No Notice to or demand on either party in any circumstance shall, of itself, entitle the party receiving the Notice or demand to any other or further Notice or demand in similar or other circumstances. The waiver of any breach or default of this contract does not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

12. Headings for Convenience Only. The descriptive headings in this contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this contract.

13. Counterparts. This contract may be executed in any number of counterparts, and signature pages exchanged by facsimile or email, and each counterpart shall be regarded for all purposes as an original, and such counterparts shall constitute, but one and the same instrument, it being understood that both parties need not sign the same counterpart. The signature page of any counterpart, and facsimiles and photocopies of that counterpart, may be appended to any other counterpart and when so appended constitute an original. In the event that any signature is delivered by facsimile transmission or by facsimile signature, such signature creates a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the contract with the same force and effect as if such facsimile signature page were an original.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this agreement as of the date stated in the introductory clause.

FLORIDA MUNICIPAL POWER AGENCY

By: _____
Name:
Title:

COUNTERPARTY

By: _____
Name:
Title:

FMPA RFP 2021-247
RESPONDENT INFORMATION FORM

_____ We DO NOT take exception to the FMPA's Terms & Conditions

_____ We TAKE exception to the FMPA's Terms & Conditions as follows:

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 PROPOSAL

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

We, the undersigned, have declined to submit a proposal on your FMPA Request for Proposals 2021-247 for SIEM Services for the following reasons:

- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- 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: _____

Email Address: _____

Telephone Number: _____

Date: _____