



FLORIDA MUNICIPAL POWER AGENCY

**LED LIGHTING PROJECT FOR FMIPA
ADMINISTRATION OFFICE
RFP # 2023-112**

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



FLORIDA MUNICIPAL POWER AGENCY

LED LIGHTING PROJECT FOR FMPA ADMINISTRATION OFFICE

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REQUEST FOR PROPOSAL

(This is not an order)

R
E Florida Municipal Power Agency
T TO: 8553 Commodity Circle
U Orlando, Florida 32819
R Attn: **Amie Yeargin**
N

RFP FMPA 2023-112

Date Issued: **October 31, 2023**

Telephone: (407) 355-7767

SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT **2:00 p.m. on, December 19, 2023**. WHICH WILL BE IN THE FMPA FIRST FLOOR CONFERENCE ROOM LOCATED IN THE FMPA ADMINISTRATION BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Bids shall be submitted along with any necessary forms provided and must be manually signed.
- Bids shall be sealed in an envelope with the bid number, opening date, and time clearly indicated.
- Bids received after the opening date and time will be rejected and returned unopened.
- The attached RFP shall become part of any purchase order resulting from this Request for Proposal.

DESCRIPTION

October 2023
REQUEST FOR PROPOSAL #2023-112
FLORIDA MUNICIPAL POWER AGENCY

REQUEST FOR PROPOSAL LED LIGHTING PROJECT FOR FMPA ADMINISTRATION OFFICE
See attached Invitation to Bid, General Conditions, Specifications, and Bid Forms for detailed description.

It is the intent and purpose of the Florida Municipal Power Agency that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid 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 bid opening date.

ADVERTISEMENT

Bid For

October 2023

FLORIDA MUNICIPAL POWER AGENCY

**LED LIGHTING PROJECT FOR FMPA ADMINISTRATION OFFICE
REQUEST FOR PROPOSAL #2023-112**

Sealed bids will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819, **until 2:00 p.m., December 19, 2023** at time bids will be opened publicly by a FMPA representative.

The bid is for LED LIGHTING PROJECT FOR FMPA ADMINISTRATION OFFICE as more fully described in the bid package.

Bid packages for this project may be obtained from FMPA, at the above address, by telephone (407) 355-7767, or via Internet from <http://www.fmpa.com>.

No bid may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of bids. Bids received after the day and time stated above will not be considered and will be returned to the bidder unopened.

Bids will be accepted by companies who have established, through demonstrated expertise and experience that they are qualified to provide the service as specified.

A mandatory pre-bid meeting is scheduled for 10:00 a.m. on Thursday, November 9, 2023, at FMPA's office. FMPA will only accept bids from firms represented at this mandatory pre-bid meeting.

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

Jacob Williams
General Manager
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY
RFP #2023-112
Request for Proposal
LED Lighting Project for FMPA Administration Office

1. Introduction

The Florida Municipal Power Agency (FMPA) office building at 8553 Commodity Circle, Orlando, Florida needs some interior alterations. The building is a 2-story structure; approximately twenty-one years old and estimated 25,000 square feet.

2. FMPA Description

Formed by the Florida Legislature in February 1978, the Florida Municipal Power Agency is a non-profit, joint action agency created to serve the needs of municipal electric utilities in Florida. All 33 municipal systems in the state, are FMPA members who participate at varying levels in Agency activities.

3. General Description of Services Sought

FMPA desires to have an Electrical Contractor provide a bid for the LED Lighting Project for FMPA Administration Office as more fully described below:

Scope of Work

a. *Furnish and Install LED fixtures.*

b. *Replace Exit Signs.*

- Remove all 15 existing Exit Signs
- Furnish and install (15) White Body Letter Exit Signs.
- **Lithonia EXRGELM6** or equivalent.
- **Fixture subject to approval.**
- Utilize existing locations.
- Utilize existing circuitry, including conduit, conductors, and back boxes.

c. *Replace 2 x 4 Lay-in Troffer fixtures.*

- Remove (88) existing 2 x 4 Lay-in Troffer fixtures in the facility.
- Furnish and install (88) 2 x 4 Lay-in Troffer LED fixtures.
- **Lithonia STAKS 2 X4 ALO6 SWW7** or equivalent.
- **Fixture subject to approval**
- Utilize existing fixture locations.
- Utilize existing circuitry, including conduit, conductors, and back boxes.

d. *Replace Indirect Suspend Strip fixtures.*

- Remove all (125) existing Indirect Suspended Strip fixtures in the facility.
- Furnish and install (121) 2 x 2 Lay-in Troffer LED fixtures.
- **Lithonia STAKS 2X2 ALO3 SWW7 or equivalent.**
- Furnish AND INSTALL (2) 2X4 Lay-in Troffer LED fixtures.
- **Lithonia STAKS 2X4 ALO6 SWW7 or equivalent.**
- **Fixtures are subject to approval.**
- Utilize existing feeder circuitry including conduct, conductors, and back boxes.
- Extend circuitry as necessary to spread and locate 2 x 2 fixtures in desired cubicle locations.

- e. *Replace Corridor 8" Can Light fixtures.*
 - Remove all (49) existing 8" Corridor Can Light fixtures in the facility.
 - Furnish and install (49) 2 x 2 lay-in Troffer fixtures.
 - **Lithonia STAKS 2X2 ALO3 SWW7 or equivalent.**
 - **Fixture subject to approval.**
 - Majority of these fixtures to utilize existing locations.
 - Relocate some fixtures to center/aligning corridor lighting into straight rows.
 - Utilize existing circuitry, including conduit, conductors, and back boxes.
- f. *Replace Conference Room Fixtures*
 - Remove (8) existing 2x4 Lay-in Troffer fixtures in the facility.
 - Furnish and install (12) 2x 2 Lay-in Troffer LED fixtures.
 - **Lithonia STAKS 2X2 ALO3 SWW7 or or equivalent.**
 - **Fixture subject to approval.**
 - Utilize existing feeder circuitry including conduct, conductors, and back boxes.
 - Extend circuitry to add 2x2 fixtures.
 - (8) 2' ceiling grid t's required.
- g. *Replace 4' Surface Wall Mounted Strip fixtures.*
 - Remove all (26) existing 4' Surface Mounted Strip fixtures in the facility.
 - Furnish and install (26) 4' Surface Wall Mounted Strip LED fixtures.
 - **Lithonia CSSL448ALO3MVOLTSWW3 or equivalent.**
 - **Fixture subject to approval**
 - Utilize existing fixture locations.
 - Utilize existing circuitry, including conduit, conductors, and back boxes.
- h. *Replace 4' Surface Ceiling Mounted Strip fixtures.*
 - Remove all (10) existing 4' Surface Ceiling Mounted Strip fixtures.
 - Furnish and install (10) 4' Surface Ceiling Mounted Strip LED fixtures.
 - **Lithonia CSSL48ALO3MVOLTSWW3 or equivalent.**
 - **Fixture subject to approval.**
 - Utilize existing fixture locations.
 - Utilize existing circuitry, including conduit, conductors, and back boxes.
- i. *Replace 4' Suspended Strip fixtures.*
 - Removed all (12) existing 4' Suspended Strip fixtures.
 - Furnish and install (12) 4' Suspended Strip LED fixtures.
 - **Lithonia CSSL48ALO3MVOLTSWW3 or equivalent & Keystone KEYBL KT LED CABLE KIT.**
 - **Fixture subject to approval.**
 - Utilize existing fixture locations.
 - Utilize existing circuitry, including conduit, conductors, and back boxes.
- j. *Replace Exterior Vapor Tight Ceiling Mounted Strip Fixtures.*
 - Remove all (4) existing 8' Vapor Tight Ceiling Mounted Strip fixtures outside of lobby doors under awnings.
 - Furnish and install (8) Vapor Tight Ceiling Mounted Strip LED fixtures.
 - **Lithonia CSVTL48ALO3MVOLTSWW38OCRI or equivalent.**
 - **Fixture subject to approval.**
 - Utilize existing fixture locations.
 - Utilize existing circuitry, including conduit, conductors, and back boxes.
 - Extend circuit between new fixtures if necessary.
- k. *Replace 8" Can Light fixtures.*
 - Remove all (39) existing 8" Can Light fixtures located in hard ceilings in the facility.
 - Furnish and install (39) 8" Can Light LED fixtures.
 - **Lithonia WF8LEDSWW5MVOLTMW & Lithonia WF8643PANU or equivalent.**
 - **Fixtures subject to approval.**
 - Fixtures rated for wet and dry locations.

- Utilize existing fixture locations.
 - Utilize existing circuitry, including conduit, conductors, and back boxes.
- l. Replace Elevator Cab fixture.*
- Remove all (1) existing 4' Surface Mounted Strip fixture in the Elevator Cab.
 - Furnish and install (2) 2' Vapor Tight Surface Wall Mounted Strip LED fixtures.
 - **Sylvania VAPOR1A/025UNVD840/2 or equivalent.**
 - **Fixture subject to approval.**
 - Utilize existing fixture locations.
 - Utilize existing circuitry, including conduit, conductors, and back boxes.
 - Extend circuit to add (1) extra fixture.
- m. Replace Exterior 8" Can Light fixtures.*
- Remove all (10) existing 8" Can Light fixtures, exterior located above exterior stairs.
 - Furnish and install (10) 8" Can Light LED fixtures.
 - **Keystone KEYBK KT-RDLED29-8A-9CSE OR equivalent.**
 - **Fixture subject to approval.**
 - Utilize existing fixture locations.
 - Utilize existing circuitry, including conduit, conductors, and back boxes.
- n. Replace Pole Light Fixtures.*
- Remove all (10) existing Pole Light fixtures exterior parking lot areas.
 - Remove all (3) existing Tenon Adapters exterior parking lot areas.
 - Furnish and install (10) Pole Light LED fixtures.
 - Furnish and install (3) 180 Degree Dual Pole Light Tenon Adapters.
 - **ALED150T3MVOLT & TB2-180 or equivalent.**
 - **Fixtures subject to approval.**
 - Utilize existing fixture locations and poles.
 - Utilize existing circuitry, including conduit, conductors, and back boxes.
- o. (1) All-Terrain Articulating Boon Lift to replace can lights and pole light fixtures on exterior of facility.*
- p. Circuitry feeding fixture groups begin worked on, are required to be de-energized.*
- q. Services to be performed hours Monday through Friday 07:00 a.m. till 4:00 p.m. Monday – Friday.*
- r. Existing to Remain:*
- Lobby Waiting Area – (3) LED 6" Can Lights existing to remain.*
- Lobby Atrium - (17) LED Wall Washer existing to remain.*
- 1st Floor Conference Room – (8) LED 2x2 lay-in troffers existing to remain.*
- Board Room – (20) LED 2x2 lay-in troffers existing to remain.*
- Board Room - (13) LED 6" Can Lights existing to remain.*
- Board Room Closets -(2) 4' LED Strip Light existing to remain.*
- 2nd Floor Glass Wall Conference Room – (6) LED 2x2 lay-in troffers existing to remain.*

FMPA Fixture Scope

1st Floor

- **Lobby** – Replace (2) Exit Signs with (2) Green Letter White Face LED Exit Signs. Replace (2) 4' Surface Wall Mounted Strip Fixtures with (2) LED 4' Surface Wall Mounted Strip Fixtures.
- **Between Lobby and South Corridor** – Replace (3) 8" Can Lights in hard ceilings with (3) 8" LED Down Lights in hard ceilings.
- **1st Floor Men's Restroom** – Replace (5) 8" Weatherproof / Wet Location Can Lights with (5) 8" LED Weatherproof / Wet Location Down Lights. Replace (1) 4' Surface Wall Mounted Strip Fixture with (1) 4' LED Surface Wall Mounted Strip Fixture.
- **1st Floor Women's Restroom** – Replace (5) 8" Weatherproof / Wet Location Can Lights with (5) 8" LED Weatherproof / Wet Location Down Lights. Replace (1) 4' Surface Wall Mounted Strip

- Fixtures with (1) 4' LED Surface Wall Mounted Strip Fixture
- **1st Floor South Corridor** – Replace (10) 8" can lights with (10) 2x2 LED lay-in troffers in the acoustic tile ceiling. Replace (2) 8" Can Lights with (2) 8" LED Down Lights in hard ceilings in front of rest rooms. Replace (3) 8" Can Lights with (3) 8" LED Down Lights in hard ceilings in front of the board room. Replace (2) Exit Signs with (2) Green Letter White Face LED Exit Signs.
- **Room 107 (Custodian Closet)** – Replace (2) 4' Suspended Strip Fixtures with (2) 4' LED Suspended Strip Fixtures.
- **Room 101 (Senior HR Specialist)** – Replace (2) 2x4 lay-in troffers with (2) 2x4 LED lay-in troffers.
- **Room 102 (HR Specialist)** – Replace (2) 2x4 lay-in troffers with (2) 2x4 LED lay-in troffers.
- **Room 103 (HR Area)** – Replace (7) Direct / Indirect Fixtures with (7) 2x2 LED lay-in troffers.
- **Room 109 (Vault)** – Replace (3) 4' Surface Ceiling Mounted Strip Fixtures with (3) 4' LED Surface Ceiling Mounted Strip Fixtures.
- **Room 110 (Storage Room)** – Replace (2) 4' Suspended Strip Fixtures with (2) 4' LED Suspended Strip Fixtures.
- **Room 112 (Wellness Room)** – Replace (6) 2x4 lay-in troffer fixtures with (6) LED 2x4 lay-in troffer fixtures.
- **Room 114 (Wellness Room Men's Shower)** – Replace (1) 8" Can Light with (1) 8" LED Down Light. Replace (1) 4' Surface Wall Mounted Strip Fixture with (1) 4' LED Surface Wall Mounted Strip Fixture.
- **Wellness Room Unisex Restroom** – Replace (1) 8" Can Lights with (1) 8" LED Down Light. Replace (1) 4' Surface Wall Mounted Strip Fixture with (1) 4' LED Surface Wall Mounted Strip Fixture.
- **Room 115 (Office between Break Room and Wellness Room)** – Replace (5) 2x4 lay-in troffer fixtures with (5) 2x4 LED lay-in troffer fixtures.
- **Room 117 (Break Room)** – Replace (6) 2x4 lay-in troffer fixtures with (6) 2x4 LED lay-in troffer fixtures. Replace (3) 4' Under Cabinet / Above Counter surface mounted Strip Fixtures with (3) 4' LED Under Cabinet surface mounted strip fixtures.
- **Vestibule** – Replace (2) 2x4 lay-in troffer fixtures with (2) 2x4 LED lay-in troffer fixtures.
- **Room 118 (Catering Room)** – Replace (4) 2x4 lay-in troffer fixtures with (4) 2x4 LED lay-in troffer fixtures.
- **Board Room** – Replace (3) Exit Signs with (3) Green Letter White Face LED Exit Signs.
- **1st Floor North Corridor by Elevator** – Replace (2) 8" Can Lights with (2) 8" LED Down Lights in hard ceilings. Replace (1) Exit Sign with (1) Green Letter White Face LED Exit Sign.
- **1st Floor North Corridor** – Replace (12) 8" Can Lights with (12) 2x2 lay-in troffers LED in acoustic ceilings. Replace (4) 8" Can Lights with (4) 8" LED Down Lights in hard ceiling. Replace (1) Exit Sign with (1) Green Letter White Face LED Exit Sign.
- **1st Floor Mechanical** – Replace (6) 4' Surface Wall Mounted Strip Fixtures with (6) 4' LED Surface Wall Mounted Strip Fixtures.
- **1st Floor Electrical** – Replace (4) 4' Suspended Strip Fixtures with (4) 4' LED Suspended Strip Fixtures.
- **Under Cabinet / Above Sink (next to Mechanical Room)** – Replace (1) 4' Surface Ceiling Mounted Strip Fixture with (1) 4' LED Surface Ceiling Mounted Strip Fixture.
- **1st Floor East Cubicles IT Area** – Replace (10) Direct / Indirect Fixtures with (10) 2x2 LED lay-in troffers.
- **Room 132 (IT Manager Office)** – Replace (2) 2x4 lay-in troffers with (2) 2x4 LED lay-in troffers.
- **Room 133 (Computer Work Room)** – Replace (2) 2x4 lay-in troffers with (2) 2x4 LED lay-in troffers.
- **IT Server Room** – Replace (4) 4' Suspended Strip Fixtures with (4) 4' LED Suspended Strip Fixtures.
- **Room 135 (Maintenance Room)** – Replace (4) 2x4 lay-in troffers with (4) 2x4 LED lay-in troffers.

- **Elevator Equipment Room** – Replace (2) 4' Surface Ceiling Mounted Strip Fixtures with (2) 4' LED Surface Ceiling Mounted Strip Fixtures.
- **Elevator Cab** – Replace (2) 2' Surface Wall Mounted Strip Fixtures with (2) 2' LED Surface Wall Mounted Strip Fixtures.
- **Room 130 (Communications Room)** – Replace (1) 2x4 lay-in troffers with (1) 2x4 LED lay-in troffers.
- **1st Floor West Cubicles (Elevator side)** – Replace (15) Direct / Indirect Fixtures with (15) 2x2 LED lay-in troffers.
- **Room 131 (Operations Conference Room)** – Replace (2) 2x4 lay-in troffers with (4) 2x2 LED lay-in troffers.
- **Room 140 (VP of OT/IT and Systems Operations Office)** – Replace (2) 2x4 lay-in troffers with (2) 2x4 LED lay-in troffers.
- **Room 138 (Generation Engineer Manager Office)** – Replace (2) 2x4 lay-in troffers with (2) 2x4 LED lay-in troffers.
- **Room 137 (Generations Fleet Engineering Director Office)** – Replace (2) 2x4 lay-in troffers with (2) 2x4 LED lay-in troffers.
- **1st Floor Segregated Area Cubicles** – Replace (14) Direct / Indirect Fixtures with (14) 2x2 LED lay-in troffers.

2nd Floor

- **Room 203 (Communications Room)** – Replace (1) 2x4 lay-in troffers with (1) 2x4 LED lay-in troffers.
- **M. McCleary's Office** – Replace (2) Direct / Indirect Fixtures with (2) 2x4 LED lay-in troffers.
- **Room 206 (CEO Office)** – Replace (6) 2x4 lay-in troffers with (6) 2x4 LED lay-in troffers.
- **Room 207 (COO Office)** – Replace (4) 2x4 lay-in troffers with (4) 2x4 LED lay-in troffers.
- **Room 208 (CFO Office)** – Replace (4) 2x4 lay-in troffers with (4) 2x4 LED lay-in troffers.
- **Room 209 (CPMSO Office)** – Replace (4) 2x4 lay-in troffers with (4) 2x4 LED lay-in troffers.
- **2nd Floor Far North Corner near Exposed Structural Beam (Kitchenette Area)** – Replace (2) Direct / Indirect Fixtures with (2) 2x2 LED lay-in troffers.
- **2nd Floor Far North Half-Wall Offices near Exit Door (Flex Desk Space)** – Replace (2) 2x4 lay-in troffers with (2) 2x4 LED lay-in troffers. Replace (1) Exit Sign with (1) Green Letter White Face LED Exit Sign.
- **Room 215 (Audit Manager Office)** – Replace (2) 2x4 lay-in troffers with (2) 2x4 LED lay-in troffers.
- **Room 216 (Assistant General Counsel Office)** – Replace (2) 2x4 lay-in troffers with (2) 2x4 LED lay-in troffers.
- **Room 217 (PR and External Affairs Manager Office)** – Replace (3) 2x4 lay-in troffers with (3) 2x4 LED lay-in troffers.
- **2nd Floor Northeast Corridor** – Replace (9) 8" Can Lights with (9) 2x2 LED lay-in troffers.
- **2nd Floor Northeast Cubicles** – Replace (12) Direct / Indirect Fixtures with (12) 2x2 LED lay-in troffers.
- **2nd Common Area by Room 203, near Center Cubicles** – Replace (2) 8" Can Lights with (2) 2x2 LED lay-in troffers. Replace (1) Exit Sign with (1) Green Letter White Face LED Exit Sign.
- **2nd Floor Northwest Corridor** – Replace (10) 8" Can Lights with (10) 2x2 LED lay-in troffers.
- **2nd Floor Northwest / Center Cubicles** – Replace (6) Direct / Indirect Fixtures with (6) 2x2 LED lay-in troffers.
- **Room 220 (Copy Room)** – Replace (4) 2x4 lay-in troffers with (4) 2x4 LED lay-in troffers.
- **2nd Floor North Under Cabinet / Above Sink** – Replace (1) 4' Surface Ceiling Mounted Strip Fixture with (1) 4' LED Surface Ceiling Mounted Strip Fixture.

- **2nd Floor Elevator Landing** – Replace (2) 8” Can Lights with (2) 8” LED Down Lights. Replace (2) Exit Signs with (2) Green Letter White Face LED Exit Signs.
- **2nd Floor Mechanical** – Replace (3) 4’ Surface Wall Mounted Strip Fixtures with (3) 4’ LED Surface Wall Mounted Strip Fixtures.
- **Library** – Replace (4) Direct / Indirect Fixtures with (4) 2x2 LED lay-in troffers.
- **2nd Floor Men’s Restroom** - Replace (5) 8” Weatherproof / Wet Location Can Lights with (5) 8” LED Weatherproof / Wet Location Down Lights. Replace (1) 4’ Surface Wall Mounted Strip Fixtures with (1) 4’ LED Surface Wall Mounted Strip Fixtures.
- **2nd floor Women’s Restroom** - Replace (5) 8” Weatherproof / Wet Location Can Lights with (5) 8” LED Weatherproof / Wet Location Down Lights. Replace (1) 4’ Surface Wall Mounted Strip Fixture with (1) 4’ LED Surface Wall Mounted Strip Fixture.
- **2nd floor Outside Restrooms** – Replace (2) 8” Can Lights with (2) 8” LED Down Lights.
- **2nd Floor South Entry** – Replace (2) 8” Can Lights with (2) 8” LED Down Lights. Replace (2) Exit Signs with (2) Green Letter White Face LED Exit Signs.
- **2nd Floor South Corridor** – Replace (6) 8” Can Lights with (6) 2x2 LED lay-in troffers.
- **2nd Floor Southeast Cubicles** – Replace (19) Direct / Indirect Fixtures with (19) 2x2 LED lay-in troffers.
- **Fire Escape Stairwell** – Replace (6) 4’ Surface Wall Mounted Strip Fixtures with (6) 4’ LED Surface Wall Mounted Strip Fixtures.
- **Accounting File Room** – Replace (2) 2x4 lay-in troffers with (2) 2x4 LED lay-in troffers.
- **2nd Floor Far South Cubicles** – Replace (18) Direct / Indirect Fixtures with (18) 2x2 LED lay-in troffers.
- **Room 233 (Treasury Manager Office)** – Replace (4) 2x4 lay-in troffers with (4) 2x4 LED lay-in troffers.
- **Room 234 (Accounting Conference Room)** – Replace (4) 2x4 lay-in troffers with (4) 2x2 LED lay-in troffers.
- **Room 235 (Controller Office)** – Replace (2) 2x4 lay-in troffers with (2) 2x4 LED lay-in troffers.
- **J. Wolfe Office** – Replace (2) Direct / Indirect Fixtures with (2) 2x4 LED lay-in troffers.
- **2nd Floor South Under Cabinet / Above Sink** – Replace (1) 4’ Surface Ceiling Mounted Strip Fixture with (1) 4’ LED Surface Ceiling Mounted Strip Fixture.
- **2nd Floor Southwest Cubicles** – Replace (12) Direct / Indirect Fixtures with (12) 2x2 LED lay-in troffers.
- **Room 229 (Resource and Strategic Planning Director Office)** – Replace (4) 2x4 lay-in troffers with (4) 2x4 LED lay-in troffers.
- **Room 227 (Engineering Conference Room)** – Replace (2) 2x4 lay-in troffers with (4) 2x2 LED lay-in troffers.
- **Room 228 (Generation Supports and Environmental Manager Office)** – Replace (2) 2x4 lay-in troffers with (2) 2x4 LED lay-in troffers.

Exterior

- **Exterior Lobby Awning** – Replace (4) 8’ Vapor Tight fixtures with (8) 4’ LED Vapor Tight fixtures.
- **Outside Stairwell** – Replace (10) 8” Weatherproof / Wet Location Can Lights with (10) 8” LED Weatherproof / Wet Location Down Lights.
- **Room 109 (Exterior Storage Room)** – Replace (2) 4’ Surface Ceiling Mounted Strip Fixtures with (2) 4’ LED Surface Ceiling Mounted Strip Fixtures.
- **Pole Lights (Parking Lot)** – Replace (4) Heads on (4) Parking Lot Pole Lights (Single Head) with (4) LED Heads. Replace (6) Heads on (3) Parking Lot Pole Lights (Double Head) with (6) LED Heads. Supply new Tenon Adapters.

Totals

- (15) Green Letter White Face LED Exit Signs Universal Volt
- (182) 2x2 LED Lay-in Troffers
- (90) 2x4 LED Lay-in Troffers
- (26) 4' LED Surface Wall Mounted Strip Fixtures
- (10) 4' LED Surface Ceiling Mounted Strip Fixtures
- (12) 4' LED Suspended Strip Fixtures
- (8) 4' LED Vapor Tight Ceiling Mounted Strip Fixtures
- (19) 8" LED Down Lights
- (30) 8" LED Down Light Weatherproof / Wet Location
- (2) 2' LED Surface Wall Mounted Strip Fixtures
- (10) LED Pole Head 400watt Metal Halide Equivalent
- (3) Double Pole Head Tenon Adapter

4. RFP Schedule

FMPA’s timetable for this Request for Proposal (RFP) process is shown below. Note that all times shown are based on eastern daylight savings time (EDT) or Eastern standard time (EST), as appropriate; however, the dates shown are only estimates and may be modified at any time by FMPA.

Public Notice/Distribution of RFP	October 31, 2023
Mandatory Pre-bid Meeting	November 9,2023 @10:00 a.m.
Deadline for Questions	November 28, 2023 @ 2:00p.m.
Deadline for FMPA Responses	December 5, 2023 @ 2:00p.m.
Sealed Proposals Due Date	December 19. 2023 @ 2:00 p.m.
Notice of Award <i>(Estimated date pending budget approval)</i>	January 11, 2024
Contract Execution	January 25, 2024
Initiation of Work Begins	April 1, 2024

5. Notice to Bidders

Sealed Bid packages will be received until 2:00 p.m. on **December 19, 2023** ("Bid Due Date") at the offices of Florida Municipal Power Agency. Each bidder is required to submit an Affidavit of Compliance (included in this package), other forms included in this package as appropriate, and any other information necessary to allow a complete evaluation of the bid. Registered bidders will be notified through the issue of bid addenda of any change in the Bid Due Date or other necessary revision to information contained in this Request for Proposal.

FMPA reserves the right to reject all bids received after the Bid Due Date.

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

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

Clearly legible on the outside of the sealed envelope shall be "**LED LIGHTING PROJECT, RFP# 2023-112**".

6. Duration of Offer

Bids submitted in response to this Invitation to Bid are irrevocable for 180 days following the closing date. This period may be extended at FMPA's request only by written agreement of the bidder. The content of this Invitation to Bid and the bid of the successful bidder will be included by reference in any resulting contract.

7. Right of Rejection

This Request for Proposal is not an offer establishing any contractual rights. This solicitation is solely an invitation to submit bids.

FMPA reserves the right to:

- 1) Reject any and all bids received in response to this RFP;
- 2) Waive any requirement in this RFP;
- 3) Not disclose the reason for rejecting a proposal;
- 4) Not select the bid with the lowest price
- 5) Seek and reflect clarifications to bids.
- 6) Negotiate with the selected bidder in the event that the price exceeds available funds.
- 7) Select the proposal that is in the best interest of FMPA

8. Bid Contents

a) **Description of Services details** - Proposers are to include with their proposal a complete description of their understanding of the services requested and the services available.

b) **Related Experience** - Proposers must demonstrate first-hand experience in providing similar services. Proposers must provide a listing of clients for whom the bidder has provided similar services, a general description of the services rendered, and a contact name and telephone number.

c) **Qualifications of Staff** - Proposals should include a description of any special qualifications of the personnel to be providing services which the bidder believes should be considered in evaluating the bid.

d) **Resources** - Bidders are to provide a discussion on their schedule, any current backlog, size of crews, number of crews available, and any other pertinent information relating to the bidder's ability to perform the work in a timely fashion.

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

f) **Special Features or Suggestions** - Proposals should include a description of any special features of bidder's installation or materials used, which the bidder believes should be considered in evaluating the bid.

Bidders are invited to provide suggestions to FMPA concerning changes to the scope of work or any other suggestions that will reduce cost or improve the life or performance of the installations. However, bidders must provide a response to this RFP fully in compliance with the scope of work as written. FMPA may or may not, at its sole discretion, follow suggestions provided by proposers.

g) **References** - List of at least two (2) references for which similar projects were conducted, including name, company, title, phone number and email address, and a brief description of the project including the start and end dates.

h) **Proof of Insurance coverage;**

i) **Proof of licenses; certifications as applicable;**

j) **Pricing** - Each proposal will provide a schedule for each phase of the job. Each bid will include a lump sum, fixed price bid to provide all the services listed.

9. Interpretations and Addenda

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

By E Mail: *sharon.samuels@fmpa.com*

By Fax: Ms. Sharon Samuels
(407) 355 - 5796

By Mail or Courier: Ms. Sharon Samuels
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Only written responses provided by FMPA to bidder' questions will be considered official. A verbal response by FMPA will not be considered an official response. Written responses to questions and requests for interpretations will be provided to all bidders and posted on FMPA's web site at www.fmpa.com. Copies of all addenda issued in connection with this RFP will be sent to all registered bidders and posted on FMPA's web site at www.fmpa.com.

10. Errors, Modifications or Withdrawal of Bid

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

11. 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.

12. Bidder Qualifications

FMPA will accept bids from firms knowledgeable in providing services. Bidders unfamiliar to FMPA may be required to provide proof of experience.

13. Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting is scheduled for 10:00 A.M. on Thursday, November 9, 2023, at FMPA's office. FMPA will only accept bids from firms represented at this mandatory pre-bid meeting.

14. Items Provided by Contractor

The selected bidder shall supply all labor and materials necessary to provide the scope of services listed. Exception where noted in construction drawings, materials will be supplied by Owner. Materials shall include, but not be limited to, dumpsters, onsite storage trailer, etc. These materials shall conform to the requirements of FMPA.

15. Default and Damages Provisions

FMPA will negotiate the conditions of default and damages with the successful bidder.

16. Evaluation Process

The bids will be evaluated based on information provided by each bidder by the Bid Due Date. No additional data will be considered after the Bid Due Date, except for clarifications requested by FMPA. FMPA will evaluate the bids in terms of price and non-price factors.

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

Price Criteria

Bids will be evaluated on the two following price criteria:

1. The lump sum price for the scope of services listed. Backup information used to develop the lump sum price shall be provided (i.e., square footage calculations, coverage estimates, etc.) so that FMPA can be assured the bid adequately and fairly meets its needs.
2. The value of any cost saving options presented by the bidder ("value engineering"), to the extent the options are accepted and implemented by FMPA

Non-Price Criteria

In addition to the price criteria listed above, the bids will be evaluated in accordance with the following non-price criteria:

1. Experience of key personnel assigned
2. Experience of the firm in providing the services listed
3. Warranty provided
4. Qualitative aspects of value engineering suggestions provided by the Bidder
5. Time to complete the job
6. Qualitative aspects of the plan to protect surrounding interior areas of the building that will be impacted.

Interview

At this time, FMPA does not anticipate the need for a formal interview of short-listed candidates. However, based on the responses, FMPA reserves the right to schedule appropriate interviews with selected bidders. If needed, the interviews will be scheduled at a mutually convenient time.

17. Public Entity Crimes Statement

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

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

18. Collusion

By offering a submission pursuant to this Request for Proposal, the bidder certifies the bidder has not divulged, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this bid:

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

19. 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.

20. Subcontracted Services

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

21. Control of Work and Subcontractors

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Contractor shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

22. Safety and Protection

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with work under this RFP. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All persons on the site who may be affected by the project work;
2. All Work and materials and equipment to be incorporated therein, whether in storage on or off of the project site

23. Insurance

Before starting and until Acceptance of Work by FMPA, and without further limiting Supplier’s liability under this Agreement, the Supplier shall procure and maintain, at its sole expense, insurance of the types and in the amounts stated below:

Schedule	Amount
<u>Workers Compensation</u> Statutory Coverage Employer’s liability including appropriate Federal Acts	Statutory Limits \$500,000 each occurrence
<u>Commercial General Liability</u> Premises, Operations Products Completed, Operations Contractual Liability Independent Suppliers	\$1,000,000 each occurrence \$2,000,000 aggregate – bodily injury and property damage, combined single limit
<u>Automobile/Vehicle Liability</u> All vehicles – Owned, non-owned, hired	\$1,000,000 each occurrence, combined single limit
<u>Excess/Umbrella Liability</u>	\$2,000,000 each occurrence and annual aggregate

Supplier’s Commercial General Liability policy shall remain in effect for at least two years after all work is complete.

Supplier shall specify FMPA as additional insureds for all coverage except Worker's Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by FMPA.

The Supplier shall require their insurance carrier to waive all rights of subrogation against FMPA, their members, their employees, directors and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the FMPA, or any indemnitee.

All deductibles for insurance specified herein shall be paid by supplier.

All Subcontractors performing Work pursuant to this bid shall procure the insurance required under this bid during the life of the subcontract. The subcontractor insurance may be provided through separate coverage or by endorsement under insurance provided by supplier. Supplier shall submit Subcontractor's certificates of insurance to FMPA prior to allowing Subcontractor to perform Work at any site or Work Area.

24. Public Records

Supplier acknowledges that FMPA is subject to Florida's Government in the Sunshine Law, including, without limitation, Chapter 119, Florida Statutes. As such, any documents submitted in response to this RFP may be public records subject to public disclosure. Please refer to Section 11, above, for confidential proprietary business information or trade secrets contained in such records.

25. Budgetary Constraints

The Florida Municipal Power Agency reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

26. Acceptance of Services and Work Product

The Product or Services shall be subject to FMPA and authorized staff's inspection at any time. FMPA may reject Product/Services within a reasonable time after completed, if such Product/Services do not comply with the requirements of the Purchase Order or the specifications for the Product/Service. The making or failure to make any inspection of, or payment for or acceptance of Product/Service shall in no way impair FMPA's right to reject or revoke its acceptance of nonconforming Product/Service, or to avail itself of any other remedies to which FMPA may be entitled, notwithstanding FMPA's knowledge of the nonconformity, its substantiality or ease of discovery.

Final acceptance of the Services and Work Product for purposes of the Purchase Order shall be the date upon which FMPA confirms that all Services and Work Product have been completed in accordance with the terms of the Purchase Order ("Final Acceptance").

27. Site Access Conditions

FMPA and authorized staff shall provide Contractor access to the Facility as necessary to perform the Services. Access shall be subject to Contractor's obligation to comply with the following conditions:

1. Contractor shall confine its activities to only those portions of the Facility necessary for performance of the Services.
2. Contractor shall take all safety measures reasonably necessary to protect FMPA and FMPA property, its permittees and licensees and the property of each, from injury or damage caused by or resulting from the performance of Services. Contractor shall follow any and all safety and security procedures established by FMPA for the Facility. In the event of a security emergency, FMPA may deny Contractor access to a Facility or request that Contractor leave the Facility.
3. Contractor shall maintain all required insurance coverage's set forth in Section 23 at all times during the term of the Purchase Order.
4. Contractor's performance of Services shall not interfere with the use, occupancy or enjoyment of the Facility by FMPA.
5. No work or activity performed as part of the Services shall cause to be in violation of any requirement of law nor shall Contractor or any agent, employee or representative violate any federal, state or local laws while performing Services.
6. All Services shall be performed in a manner that will not damage the Facility and Contractor shall promptly notify FMPA and shall be responsible for the cost of repairing any such damage should it occur.
7. Work will be performed during the daytime hours of 7:00 a.m. to 4:00 p.m. Monday through Friday. Exceptions may apply if the work deems otherwise.
8. FMPA rules on maintaining a drug-free workplace shall be strictly followed and enforced by Contractor with respect to all of its employees or subcontractors and none of Contractor's employees, subcontractors, agents or representatives shall be permitted to use non-prescription drugs or alcohol at any FMPA Facility.

28. Final Contract

A final contract will be provided and negotiated with the selected bidder prior to the initiation of any work. All aspects of the Request for Proposal will be included in the final contract.

Any final contract(s) that result from the proposal evaluation and negotiation process may need to be submitted to FMPA's Executive Committee and/or Board of Directors for approval.

Initiation of any work is contingent on FMPA's Executive Committee and/or Board of Directors budget approval for the project.

29. Entire Contract

These General Terms and Conditions, the Services Agreement between FMPA and the selected vendor(s), including attachments thereto, constitute the entire agreement.

SAMPLE Services Agreement

This Services Agreement is effective into on this ____ day of _____ 2023, 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 of company and mailing address

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.

Contractor is a company providing (summary of services). The parties desire for Contractor to perform the services more fully described in this agreement and Schedule A. The use of this service will be on an as needed basis per FMPA.

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

Section 1. Scope of Services

Contractor shall provide its services (the "Services") to FMPA as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference and which may be amended at the sole discretion of FMPA. If any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, the terms of this agreement shall control.

Section 2. Term & Termination

This agreement shall become effective upon the date stated in this agreement and shall remain in effect for a period of three (3)1 year from the effective date.

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

Upon Contractor's receipt of FMPA's notice of termination, Contractor shall cease all performance related to the Work, unless directed to do otherwise by FMPA in writing. FMPA shall pay Contractor for any Services that were completed by Contractor prior to the termination of this agreement. Upon such termination, Contractor shall submit to FMPA a final invoice in a manner that is sufficient for FMPA to verify the Services performed by Contractor prior to the date of termination. In no event shall the final reimbursement include any anticipated profits or revenue or other economic loss for unperformed services. No payment shall be made for any work performed by

Contractor after the termination date unless Contractor is expressly requested in writing to perform such work by FMPA.

Section 3. Compensation and Payment

FMPA shall pay Contractor for Services furnished under this agreement upon submission of invoice(s) as described in Schedule A. Contractor shall not furnish additional services or incur additional expenses without written authorization and additional funding from FMPA. FMPA shall make payment for completed Services within 10 days after receipt of an invoice.

Section 4. Independent Contractor Status.

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

Section 5. Standard of Care.

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

Section 6. Insurance

Contractor shall maintain, at its own expense, insurance during the performance of the Work under this contract, with the limits of liability of not less than the following:

Worker's Compensation: Statutory

Commercial General Liability (including Completed Operations): \$1,000,000
each occurrence

Automobile/Vehicle Liability: \$1,000,000 each occurrence

Excess/Umbrella Liability: \$2,000,000 each occurrence

Contractor shall provide FMPA with a certificate evidencing compliance with the above terms and naming FMPA as an additional insured, except on the worker's compensation policy. Contractor shall provide FMPA with at least 10 days' notice of cancellation of any such insurance. At no time shall Contractor be without insurance in the above amounts during any performance related to this contract.

Section 7. Indemnification

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

Section 8. General Terms and Conditions

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

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

FLORIDA MUNICIPAL POWER AGENCY

COMPANY NAME

By: _____

By: _____

Date: _____

Date: _____

SAMPLE

Schedule A

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

**PROPOSAL TO PROVIDE LED LIGHTING PROJECT FOR FMPA
ADMINISTRATION OFFICE
RFP# 2023-112**

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

I hereby propose to furnish the services specified in the RFP at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet AOC-1.

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

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number	_____	Dated	_____
Number	_____	Dated	_____
Number	_____	Dated	_____

Provide a price for the execution of work for LED Lighting Project for FMPA's Administration Office
FOR THE SUM OF _____ DOLLARS

Respectfully submitted:

Company Name:

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

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

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

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

Date

STATEMENT OF NO BID

Amie Yeargin
Facilities Specialist

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819

We, the undersigned, have declined to submit a bid on your Invitation to Bid Number # **2023-112, October 2023., FLORIDA MUNICIPAL POWER AGENCY REQUEST FOR PROPOSAL - LED LIGHTING PROJECT FOR FMPA ADMINISTRATION OFFICE** for the following reasons:

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

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

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

AFFIDAVIT OF COMPLIANCE
FMPA RFP # 2023-112
REQUEST FOR PROPOSAL LED LIGHTING PROJECT FOR FMPA
ADMINISTRATION OFFICE

_____ We DO NOT take exception to the Bid Specifications.

_____ We TAKE exception to the Bid Specifications as follows:

Company Name: _____

By: _____

(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address:

Telephone Number

Toll Free Number:

Fax Number:

Date:
