



Florida Municipal Power Agency

REQUEST FOR PROPOSALS

FOR

TREASURY MANAGEMENT SYSTEM

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)

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

RFP FMPA 2024-212

Date Issued: October 24, 2024

Telephone: (407) 355-7767

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT **10:00 A.M. ON DECEMBER 5, 2024**, WHICH WILL BE IN THE FMPA FIRST FLOOR CONFERENCE ROOM LOCATED IN THE FMPA BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

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

DESCRIPTION

October 2024

**Florida Municipal Power Agency
Request for Proposals for
Treasury Management System**

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

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

ADVERTISEMENT

Proposal For

October 2024

**FLORIDA MUNICIPAL POWER AGENCY
REQUEST FOR PROPOSALS FOR
TREASURY MANAGEMENT SYSTEM**

**REQUEST FOR PROPOSALS
FMPA 2024-212**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until **10:00 A.M. ON DECEMBER 5, 2024**, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for a Treasury Management System as more fully described in the Request for Proposals package.

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

No proposal may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of proposals, except as otherwise permitted in the RFP package.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

Proposals will be accepted for a Treasury Management System from companies who have established, through demonstrated expertise and experience, that they are qualified to provide the services as specified.

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

Jacob Williams
General Manager and CEO
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY

Request for Proposals for Treasury Management System

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. All 33 municipal systems in the State are FMPA members who participate at varying levels in Agency activities.

2. Introduction - General Description of Services Sought

Florida Municipal Power Agency, (FMPA/Owner) invites proposals for a Treasury management System.

Based on the relevant previous experience, your firm has been selected to receive this RFP and is invited to submit a proposal to supply the work described herein.

The purpose of issuing this Request for Proposal (RFP) is to either implement a new or upgrade our current Treasury Management System (TMS) to better support the Florida Municipal Power Agency's evolving financial needs. We aim to ensure competitive pricing, simplify processes, increase automation, and enhance the efficiency of our debt, investment, and cash management operations. By adopting a modern system, we seek to reduce manual tasks, improve integration, and streamline reporting. Additionally, we are looking for a solution that provides high-quality customer service and technical support to ensure smooth implementation and ongoing system performance. The system must meet our current operational needs while offering the flexibility to scale with future growth.

3. Overview

Upon selection of the awarded Contractor(s), FMPA will enter into a Master Agreement specifying terms and conditions. FMPA will issue a Purchase Order with project-specific specifications.

The submission of a proposal implies a general acceptance on the part of the bidder of the terms of this RFP, form of contract, and especially of those parts establishing warranties and guarantees.

4. Purchasing Services

Subsequent to the award, FMPA shall issue Purchase Orders to the Contractor(s) awarded the agreement pursuant to this Request for Proposal.

5. Indemnity

After notification of award, the successful bidder shall indemnify and save harmless FMPA from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgements, or decrees, which may be

entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefore.

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

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

6. **Notice to Proposers**

Sealed proposal packages will be received until **10:00 A.M. ON DECEMBER 5, 2024** ("Proposal Due Date") at the offices of Florida Municipal Power Agency. Each proposer is required to submit a Proposer Information Form (included in this RFP package), other forms included in this package as appropriate, and all other information necessary to allow a complete evaluation of the proposal. Registered proposers will be notified through the issue of RFP addenda of any change in the Proposal Due Date or other necessary revision to information contained in this RFP. FMPA reserves the right to reject all proposals received after the Proposal Due Date.

One (1) original hard copy (including original signatures) and one (1) electronic version (*flash drives and CDs are accepted; please do not email your submittal*) of the proposal response package should be sealed and delivered to the following address:

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

Clearly legible on the outside of the sealed envelope shall be "**Treasury Management System**, FMPA RFP 2024-212".

7. **Duration of Offer**

Proposals submitted in response to this RFP are irrevocable 120 days, unless withdrawn or modified as provided in Section 16 below. This period may be extended at FMPA's request only by written agreement of the proposer. The content of this RFP and the proposal of the successful proposer will be included by reference in any resulting contract.

8. **Right of Rejection**

This RFP is not an offer establishing any contractual rights. This solicitation is solely an invitation to submit proposals.

FMPA reserves the right to:

- Reject any and all proposals received in response to this RFP;

- Waive any requirement in this RFP;
- Waive any irregularities, regardless of the severity
- Not disclose the reason for rejecting a proposal;
- Not select the proposal with the lowest price; and
- Seek and reflect clarifications to proposals.
- Negotiate with the selected bidder in the event that the price exceeds available funds.
- If performance issues with Awarded Bidder; FMPA moves to next best evaluated bidder to complete work.
- Award to more than one bidder.
- Select the proposal that is in the best interest of FMPA

9. Proposal Contents

The submission of a proposal implies a general acceptance on the part of the bidder of the terms of this form of contract, and especially of those parts establishing warranties and guarantees

The proposal should include a description of the firm's capabilities and experience with providing the requested services, including a description of any special qualifications which are indicative of working familiarity with similar projects.

The following information must be included:

1. Demonstration of first-hand experience in providing similar services to those requested in this RFP;
2. Description of the resources available, including staffing levels, qualifications of key personnel who will be performing the work, equipment and capabilities; and locations of offices;
3. Proof of Insurance coverage;
4. Proof of licenses and certifications;
5. A schedule for the work, including the range of start dates to which your firm is prepared to commit to and anticipated completion dates.
6. General description of how projects will be staffed, managed, and completed, including project management and invoicing;
7. Identification of any work or services that may be provided by a subcontractor. Bidder shall provide information similar to that above concerning subcontractor's

equipment, personnel, and qualifications; including a minimum of two (2) reference projects with similar scope of work. If after award of the RFP, the successful bidder(s) desire to utilize a subcontractor other than listed in the bid, the bidder must obtain approval of the subcontractor from FMPA. Denial of a subcontractor by FMPA will NOT absolve the bidder from getting the work done for the contracted price;

8. 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;
9. List any past Treasury Management Systems for which your firm conducted work. Provide a brief description of the project including the start and end dates and point of contact.
10. The name and contact information of the person in Bidder's firm who would be the official contact person for any contractual relationship.
11. Fully executed forms as provided in Appendix C - Bid Forms.

10. RFP Schedule

FMPA's timetable for this RFP process is shown below. Note that the dates shown are only estimates and may be modified at any time by FMPA.

Public Notice/Distribution of RFP	October 24, 2024
Intent to Bid form and Questions Deadline	November 8, 2024
Sealed Proposals Due Date	December 5, 2024
Potential Vendor Presentations/Interviews	Week of January 8, 2025
	Week of January 17, 2025
Notice of Award <i>(Estimated date)</i> <i>(Pending budget approval)</i>	January 24, 2025

11. Evaluation

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

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

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

- a. Experience with similar projects
- b. Past Performance
- c. Implementation Schedule
- d. Adherence to scope of work
- e. Adherence to terms
- f. Pricing

Proposals must include sufficient information supporting pricing to permit FMPA to evaluate all proposals, which may include different pricing elements, different products, and different methods and assumptions, on an equal basis. If sufficient information supporting pricing is not provided, FMPA may have to make pricing assumptions in evaluating proposals to achieve, in FMPA's judgment, an equal evaluation of all proposals. Those pricing assumptions made by FMPA are at FMPA's discretion and based upon FMPA's subjective evaluations of the proposals received, and may or may not be shared with proposers.

Any proposer that proposes an alternative to any FMPA specified technical or business terms, or specified-products, must clearly identify such alternatives and provide supporting information for why the proposer believes its alternative(s) are superior to FMPA's specifications. FMPA is not obliged to accept any proposer's alternatives.

12. Performance Bond/Surety

Neither a bid nor a performance bond or surety is required pursuant to this RFP.

13. 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.

14. Interpretations and Addenda

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

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

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

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

Only written responses provided by FMPA to proposers' questions will be considered official. A verbal response by FMPA will not be considered an official response. Written responses to questions and requests for interpretations will be provided to all potential proposers. Copies of all addenda issued in connection with this RFP may be sent to all potential proposers.

15. Questions and Answers

Questions will be accepted through the deadline noted in the schedule. Submit questions via email to sharon.samuels@fmpa.com. All questions will be answered and all answers will be distributed to all bidders.

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

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

Notwithstanding the previous sentence, If FMPA has questions about a particular proposal that, in the judgment of FMPA, would be appropriate to ask a proposer to clarify, explain, or otherwise provide supporting information for its proposal, FMPA reserves the right to pose such questions to proposers. In the event FMPA does this, it will provide a notice to all proposers of the questions that received questions from FMPA, and the general nature of the questions, but FMPA will not provide information that it believes will give an proposer any competitive advantage over another. FMPA will evaluate answers received from proposers, but will not accept modifications to proposals after the Proposal Due Date.

16. Errors, Modifications or Withdrawal of Proposal

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

17. Proprietary Confidential Business Information

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

18. Default and Damages Provisions

FMPA will negotiate standard terms and conditions for default and damages with the awarded Contractor(s). All proposers are requested to include proposed default and damages provisions in their proposals.

19. Public Entity Crimes Statement

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

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

20. Collusion

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

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

21. Drug Free Workplace

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

22. 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.

23 Definitions

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

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

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

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

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

WORK – Labor, materials, supplies, equipment, goods, and services including any related documentation, software, reports, testing, transport, administration, management, tools and any and all other requirements to be furnished or performed by Contractor under this Agreement and/or a Participant Contract together with all other additional necessities that are not specifically recited in this Agreement or Participant Contract but which could be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Agreement and/or a Participant Contract.

24. Entire Contract

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

25. 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").

26. Required Insurance

The Contractor shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below. Contractor shall furnish FMPA a copy of the insurance certificate. Additional information on insurance requirements are noted in Appendix B.

The liability limits shall not be less than:

Workers' Compensation Statutory

Errors & Omissions Liability \$1,000,000

Cybersecurity Liability \$1,000,000

Automobile Liability as set forth in the Purchase Order, if any;

Product Liability as set forth in the Purchase Order, if any;

27. Termination for Default

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

28. Termination for Convenience

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

29. Termination for Cause

The performance of work on a Purchase Order issued under this Award agreement may be terminated for cause by a Participating Member (s) in accordance with this clause in whole, or from time to time, in part, whenever the authorized Member representative, in his or her sole judgment, determines that the Awarded Bidder is not meeting the minimum performance level required. If the Award agreement is terminated under this provision, the Member shall not be required to purchase any remaining items or continue any work. Additionally, the terminated Bidder shall not be eligible for consideration for any replacement Award agreement.

FMPA shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for performance issues. FMPA reserves the right to terminate the Contract with that Contractor(s) and re-advertise or select a second Contractor(s) from the original solicitation.

30. Use of Ideas

All materials submitted in response to the RFP become the property of FMPA and will be returned only at the option of FMPA. Except as otherwise prohibited by law, FMPA has the right to use any and all ideas presented in response to this RFP. Selection or rejection of a proposal does not affect this right.

31. 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.

32. Domestic Preference

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

33. 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 17, above, for confidential proprietary business information or trade secrets contained in such records.

34. Change Orders

Contractor is **not authorized** to act on any Change Order until they receive a written revision to the Purchase Order for the added scope and price.

FMPA has no obligation to pay for any goods or services outside of the authorized Purchase Order.

APPENDIX A
SCOPE OF WORK

**FMPA
SCOPE OF WORK
FOR
TREASURY MANAGEMENT SYSTEM**

Structure of Treasury Department:

The Treasury Department consists of three full-time staff members and one part-time support staff. One staff member is responsible for managing debt, another oversees cash and investments, and the department manager supervises overall treasury operations. The part-time support staff assists with back-office tasks related to investments. The department manages its debt and investment portfolios within a Treasury Management System (TMS). The IT department handles system security and technical aspects, while the audit and accounting departments receive reports and journal entries generated from the TMS

Process Flows:

See table below for average volume and activity.

<u>Investment Activity</u>	<u>Debt Management</u>	<u>Money Market Account Activity</u>
Portfolio: We invest in fixed income bonds. Holdings currently spread across more than 60 accounts within 7 different projects.	Portfolio: The current debt portfolio is 100% fixed, though we have previously held variable-rate debt. We have outstanding debt in 3 different projects.	Accounts: Over 60 money market accounts are managed, all of which receive monthly transactions.
Trades: On average, 10-20 investment trades are conducted each month.	Transactions: Debt-related transactions occur semi-annually, specifically on April 1st and October 1st.	Daily Transactions: Six of these accounts experience daily transactions.
Coupon Payments: A wide range of coupon interest receipts are posted to the system monthly.	Debt Issuance: New debt is issued periodically, and the TMS is updated at the time of issuance.	Data Upload: Transactional data for these accounts is uploaded daily to the TMS via SFTP, using bank files from the respective financial institutions.

Purpose for Issuing RFP:

The purpose of issuing this Request for Proposal (RFP) is to either implement a new or upgrade our current Treasury Management System (TMS) to better support the Florida Municipal Power Agency’s evolving financial needs. We aim to ensure competitive pricing, simplify processes, increase automation, and enhance the efficiency of our debt, investment, and cash management operations. By adopting a modern system, we seek to reduce manual tasks, improve integration, and streamline reporting. Additionally, we are looking for a solution that provides high-quality customer service

and technical support to ensure smooth implementation and ongoing system performance. The system must meet our current operational needs while offering the flexibility to scale with future growth. Evaluation criteria will prioritize functionality, cost-effectiveness, and support capabilities. Be sure to address the following areas and answer the following questions in your responding proposal.

A. Vendor Information

I. SAFETY AND SOUNDNESS

1. What are your company's annual revenues for the past 3 years?
2. Provide your Dun & Bradstreet number and any available credit rating information.
3. Has there been any material legal action against your company during the past five years? If yes, explain.

II. RELATIONSHIP MANAGEMENT & ORGANIZATIONAL EXPERIENCE

1. Provide a brief history of your organization.
2. When was the software solution you are proposing first fully implemented?
3. How many employees do you have in key areas providing this specific treasury management system?
4. Is your company dependent on any other company as a partner, co-bidder, subcontractor or any other business relationship to provide the services included in the proposal? If so, please describe it in detail.
5. How many domestic customers do you currently serve in the United States? Of those, how many are government entities, public power organizations, or non-profit clients that are already using the solution being proposed?
6. Will one primary contact be assigned for the relationship between our organization and yours? For how many accounts is the primary contact responsible? How is the company's account handled when the primary contact is not available?
7. Provide a brief bio of primary contact that will be assigned for the relationship.

III. CUSTOMER SERVICE AND QUALITY ASSURANCE

1. Describe your company's customer service organization structure.
2. Where is your customer service support team located, and what are their hours of operation?
3. Describe the responsibilities of customer service personnel, including the chain of command for problem resolution.
4. Discuss all methods (e.g., phone, email, text, online chat, chatbot, etc.) the company can use to initiate support tickets.
5. How are support tickets tracked? Can we monitor the status of our support tickets and escalate as required?

6. Are there established turnaround times and procedures for research and problem resolution? If so, specify.

IV. COMPETITIVE POSITION AND FUTURE COMMITMENT

1. What is your company's long-term commitment to the treasury management system market?
2. Provide the percentage of revenue your company has spent on research and development each year for the past five years for the proposed solution.
3. Are there any mergers or acquisitions that your company is currently committed to that would have an impact on the services requested in this RFP?

V. ORGANIZATIONAL REFERENCES

1. Provide a list of companies similar in size and scope to ours that are currently using your treasury solution.
2. Please be prepared to provide the contact information for three to five references, should your organization be short-listed

VI. ORAL PRESENTATION

1. Please be prepared to give oral presentation and demo of your proposed system, should your organization be short-listed

B. Specifications

I. Detailed Scope:

The primary objective of this RFP is to identify and implement a comprehensive Treasury Management System (TMS) for Florida Municipal Power Agency (FMPA). The proposed solution must have the capability to manage the agency's fixed income debt and investment portfolios, while efficiently tracking and reporting key portfolio metrics. The system should also streamline the process of generating accounting journal entries for debt and investment transactions.

In addition to core functionalities for debt and investment management, FMPA is interested in exploring enhanced cash management and forecasting capabilities as part of the TMS solution, ensuring accurate financial planning and optimization of available funds.

II. Technical Specifications:

1. MANDATORY SPECIFICATIONS/OPERATIONAL REQUIREMENTS

a) Debt Management Module

- List types of long-term and short-term debt instruments your software supports.
- Describe how software supports current following functions associated with debt:

- Payment calculations/verification
- Payment scheduling
- Rate resets
- Settlement and payment approval process
- Monitoring calls, puts, options, swaps and maturities
- Describe system's ability to support various interest calculation methods. What limitations does system have?
- Describe how rates can be imported into the system and whether rates can be overridden manually.
- What is the accuracy rate for the software calculation of payments? If the user discovers the payment calculation is incorrect, what procedures are required to correct it?
- If a debt transaction requires more than one screen for entry, do the key pieces of information (e.g., transaction number, date, value date, amounts and bank) transfer to each screen automatically? If so, can the user change information that is being transferred, or are these fields locked?
 - Does the system have the ability to clone other debt contracts, transactions or debt instruments?
- Describe software's ability to accommodate early termination or an extension of a maturity date.
- Describe the software's ability to generate a call schedule for callable instruments.
- Can the software accommodate multiple debt portfolios by organizational entity or project? If so, does it limit access to each portfolio?
- Describe how lines of credit are set up in the system.
- How are interest rates, payments and drawings associated with a line of credit tracked?
- How often is a maturity schedule prepared and/or available?
- Does the software compute daily interest expense accruals as well as a monthly total? If so, can this data be generated in an output file as excel and pdf formats? Describe any limitations.
- Describe the software's ability to amortize premium/discount issuance fees, calculate interest accrual, and amortize loss/gain on re-acquired debt.
- Describe the software's ability to track debt by source, type, group/entity and subsidiary.
- How are variable rate instruments maintained? What is involved in recording an interest rate reset and the corresponding next reset date? Can the software accommodate interest payments other than on the reset date (i.e., daily or weekly resets with accrual to some future date)?

- How are paid-off or expired instruments handled? Are they flagged as inactive?
- Describe any special features (e.g., reports, ad hoc report writing, analyses, etc.) offered with the debt module and indicate whether they are standard or available at an additional cost.

b) Investment Management Module

- Provide a list of all the investment instruments, both short- and long-term, supported by the software.
- Can new investment instruments be added? If so, describe how this is handled.
- Describe the software's ability to handle multiple investment portfolios by entity.
- Describe the software's ability to aggregate and report multiple portfolios on a consolidated basis. Explain any restrictions.
- Describe the software's ability to track individual securities by transaction number, trade date, settlement date and maturity date.
 - Can an individual security be transferred from one portfolio to another in the system?
- Describe the system's ability to compute daily investment accruals as well as monthly or user-defined intervals. Can this data be generated in an output file? Describe any limitations.
- Describe the software's ability to compute the current market value of our investments. Is there the ability to manually input or upload market prices for valuations?
 - Does the software provide daily market rates? If not, does it offer the capability to automatically link with third-party information services (e.g., Bloomberg, or Excel spreadsheets for daily factors received from money market fund providers)?
- Describe the valuation methodologies used for the following:
 - Discount notes (i.e. Commercial Paper, Treasury Bills, Agency Discount Notes)
 - Fixed coupon bonds (i.e. Treasuries, Agencies, Corporate Notes, Municipal Bonds, CD's)
 - Variable rate notes
- Describe any special features (e.g., reports, ad hoc report writing, analyses, etc.) that the investment module offers and indicate whether they are standard or available at an additional cost.
- What types of analytical tools are available with the investment module?
- Describe the software's ability to perform interest calculations based on the following:
 - 30/360

- 30/365
- Actual/Actual
- Actual/360
- Actual/365
- Describe how new interest calculation methods are set up in the system. Fully disclose any limitations.
- Describe the system's ability to allow a user to revise calculations generated by the system.
- Does the module provide a periodic income report that is GAAP compliant (i.e., does it calculate accrued interest, interest earned for the period and amortization /accretion)?
- Does the module provide reports on other investment metrics, including the following:
 - Par Value, Quantity
 - Principal/Cost and Market Value
 - Duration and Days to Maturity
 - Purchase and Maturity Dates
 - Transaction report for purchases, sales, maturities and coupon payments
 - Average portfolio Coupon and Yield to Maturity
 - Premium and Discount
 - Total Return
- Describe the software's ability to export investment data from the system. What format and procedure are required? What are the restrictions?
- How does the system handle money market funds? How are daily factors fed into the deals for interest-rate calculations?

c) Reporting Module

- Does your system provide automatic scheduling and email delivery of custom reports?
- For reporting purposes, does the system allow to define (hierarchical) structures to report groups of entities/bank accounts/cash flow categories?
- Does the software support exporting data into Excel, a BI tool, text or pdf format for further analysis and reporting?

d) General Ledger Module

- Does the software support uploading journal entries to a general ledger system? If changes are needed to an uploaded file, what is the process and what resources are required?

- Does the software provide a check and balance to ensure general ledger account codes are legitimate? Describe how the general ledger account codes are validated with the general ledger system.
- How many characters does the software allow for general ledger accounting codes? Provide the standard length of the field.
- Does the software summarize journal entries by instrument and account?
- Can the software retrieve historical accounting information? If so, explain.
- Does your software support the following accounting functions? Explain any limitations or special treatments.
 - Interest and expense accruals
 - Amortization of premium and discount
 - Amortization of capitalized costs
 - Amortization deferred debt issuance costs
- Does your software prepare journal entries based on the terms described above for the following? Explain any limitations.
 - Debt
 - Investments
- Does the software export these journal entries? If so, in what formats (i.e. excel, text, pdf)?
- Does the software generate accounting entries that are consistent with the U.S. GAAP requirements?
- Can multiple charts of accounts be used?
- Does the system enable a group of accounts in the treasury system to be mapped to one account in the G/L system?
- Will an exception report be generated for transactions that are not coded/posted?
- How frequently can journal entries be uploaded? Daily? Weekly? Monthly?

e) Interfaces

- Describe your system's importing capabilities. What information can be imported? In what format can data be imported? Can imports be scheduled?
 - If an import file fails, how are we notified, and what priority is assigned to resolving the issue?
- Describe your system's export capabilities. What information can be exported? In what format can information be exported? Can exports be scheduled?
- Does your company provide support in setting up interfaces to bank data systems? What is the estimated timeframe for completing the setup?

2. TECHNICAL SPECIFICATIONS/CAPABILITIES

Systems Requirements and Network Environment — SaaS* or ASP Environment

***FMPA preference for a SaaS Environment**

- Describe what, if any, software is required to be installed on our machines (i.e., instant messaging [IM], remote control, web conferencing, email, web services add-ins, etc.).
- Describe the process and factors for upgrading the system.
- Where is the software housed? If the servers reside at a third-party data center, is the provider SOC 2 certified?
- Is the data store directly accessible from the internet? Please describe how it is accessed. Which web browsers are supported?
 - Describe the firewall security employed.
 - How is the end user session secured?
 - Describe the redundancy that is in place for firewalls and hardware and any third-party cybersecurity software of the data service.
- Are there network and application audit logs? Please describe the monitoring and review processes.
- Does your company support a secure website via encryption? Please describe.
- How is data transmitted from the client to the SaaS or ASP? Please describe what encryption is used for data in transit.
- What are the contingency plans in case of a failure within the customer's service or internet connection?
- List functions within the content of this proposal that your company outsources to other companies.
 - Please provide the vendor names and provide their SOC2 report.

Systems Requirements and Network Environment — Installed Environment

- What type of CPU resource is required for both client and server? What are the hardware and software prerequisites?
- What is the optimal equipment configuration to run the software at top efficiency for both client and server? What is the minimum?
- Provide configuration examples.
- Please provide an installation checklist.
- system? Can the business layer reside on the same PC/server?
- Describe the security configurations required on the application server and the database server. How are firewalls impacted?
- What, if any, third-party software packages are required to run the software? Microsoft .NET? Java? Please explain.
- Describe the upgrade process, including hotfixes, version upgrades and service packs.

- Does the software license restrict making backup copies for disaster recovery?

Software Profile

- Are additional third-party applications required (e.g., report writer, database) in order to operate the software?
- What limitations exist regarding the number of records in the database?
- Can the software be customized? Can it be customized by the end user?
- Who owns the source code? Is an escrow account available to our organization for the source code for our system configuration?

Concurrent Users

- How many users can access the software concurrently?
- What happens if two users attempt to update the same record simultaneously?

Handling of Data

- Describe who manages user access to the application.
- Describe the process for requesting access to the application.

Upgrades

- How often does your company upgrade your software?
- How are upgrades communicated to clients?
- Are we required to upgrade immediately? If not, how long can we continue to use our current version before being required to upgrade?

3. SECURITY

- Is any data outsourced to another country, and what are your physical data center controls?
- Describe the security model for accessing the application and data. How is the data segregated within the application?
- Are additional or optional security features available (e.g., tokens, single sign-on, etc.)? Please describe.
 - For any authorizations, will need multiple authorizations that are controlled.
- Is it possible to restrict users to a set list of specific functions within an individual module or program? If so, describe how these features work.
- Is there a function within the application that automatically logs off a user after a certain period of inactivity? If so, what is the length of time

that will pass prior to the activation of the automatic log-off? Please describe the process.

- Describe the administration of user profiles. Can administrators internally manage or must we utilize customer service to manage user profiles?
- Does the software differentiate between local and remote users? Are there VPN requirements?
- Is administrator approval required? Describe the process for re-establishing access.
- Describe the software's ability to audit transactions or maintain an audit trail for individual transactions. Elements might include posting date, modification dates and user ID.
- Please provide the API connections allowed.

C. Implementation

- Provide a brief description of the installation and implementation process.
- Will there be a point of contact and routine check-ins?
- Do you have any customers that have not been able to implement your software? What are some of the common obstacles you have observed in other customers' implementations?
- Discuss the process that will be followed to migrate from our current service to your service. In what formats can you migrate our debt and investment data?
- Provide an estimated implementation schedule, including:
 - Timeline
 - Task list
 - Assigned responsibilities
 - Contingent events
 - Information requirements
- Describe the initial and ongoing training your company provides and the associated costs.

D. Pricing

- Provide a price proposal for the functionality that will meet our requirements as detailed in this RFP.
- Specify the payments required upon signing the contract.
- List the percentage increase in subscription or maintenance fees over the last three years. Does your contract stipulate regular price increases tied to an external index?
- Please provide a quote for implementing the system and indicate whether it is a fixed fee or time and materials. Does your implementation quote include user training? If not, please provide details of any additional costs associated with this.

- Please provide details of any fees for customer support. If you offer different support plans, please detail the price of each.
- Please provide pricing details for bank file imports. Is there a fee to configure a new bank, and are there charges if existing bank files need reconfiguration due to format changes?
- How are consulting services charged?

E. Oral Presentation

Please be prepared to give oral presentation and demo of your proposed system, should your organization be short-listed.

F. Evaluation

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors

(Corresponds to Sections A, B, C, D, and E)

A. Vendor Information

B. Specifications/Scope of Work

B.II.1 Mandatory Specifications/Operational Requirements

B.II.2 Technical Specifications/Capabilities

B.II.3 Security

C. Implementation & Schedule

D. Pricing

E. Oral Presentation

APPENDIX B
SAMPLE AGREEMENT

Services Agreement

This Services Agreement is entered into on this ___ day of _____, 2024, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and [_____], with its principle place of business located at [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 company offering Treasury Management Services. The parties desire for Contractor to perform the services more fully described in this agreement and in Schedule A.

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

Section 1. 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. In the event that 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 commence upon the date stated in the introductory clause of this agreement, and, unless sooner terminated, shall continue in force until both parties have completed all of their obligations hereunder, including, without limitation, completion of all delivery of all deliverables and payment of all undisputed invoices hereunder.

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 10 days prior written notice. Contractor may terminate this contract for cause upon 10 days prior written notice.

Upon Contractor's receipt of FMPA's notice of termination, Contractor shall cease all performance related to the Services, 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 30 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. Confidentiality

(a) For purposes of this Section 6, "Confidential Information" means the confidential and proprietary information of a party (including, with respect only to FMPA, the confidential and proprietary information of any one or more of its member municipal electric utility systems, including the FMPA), and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature whatsoever, whether oral, written or recorded in another medium, relating to the business of a party (including, with respect only to FMPA, the business of one or more of its member electric utility systems, including the FMPA) which has been or may afterwards be provided or disclosed in relation to the Services. Each party may disclose its Confidential Information (including, with respect only to FMPA, the Confidential

Information of any one or more of its member municipal electric utility systems, including the FMPA) (the "Disclosing Party") to the other Party (the "Receiving Party"). Tangible items of Confidential Information may be marked "CONFIDENTIAL" or "PROPRIETARY" or "CONFIDENTIAL AND PROPRIETARY" by either party, except that no such mark is necessary to cause tangible items to be considered Confidential Information if such tangible items are otherwise included in the definition provided in this section.

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

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

(d) The Receiving Party has no obligation under this agreement with respect to Confidential Information which (1) is, or becomes publicly available without breach of this agreement by the Receiving Party; (2) is rightfully received by the Receiving Party

without obligations of confidentiality; (3) is developed by the Receiving Party without breach of this agreement; or (4) is a public record which Receiving Party is obligated by Florida law to disclose to a third party in the opinion of legal counsel for the Receiving Party; provided however, the Confidential Information described in clauses (1), (2), (3), and (4) of this section shall not be disclosed, in response to a formal request, until 20 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 (unless pursuant to clause (4) only a shorter response is required by Florida law and the Disclosing Party is given advance notice of such response requirement by the Receiving Party not less than one business day prior to disclosure by the Receiving Party).

Section 7. 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:

Workers' Compensation Statutory

Errors & Omissions Liability \$1,000,000

Cybersecurity Liability \$1,000,000

Automobile Liability as set forth in the Purchase Order, if any;

Product Liability as set forth in the Purchase Order, if any;

Contractor shall provide FMPA with Certificates of Insurance evidencing these insurance requirements and naming FMPA as an additional insured, except on the worker's compensation policy, prior to the start of work. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Contractor. Any insurance or self-insurance programs maintained by FMPA do not contribute with insurance provided by the Contractor under the Agreement. 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 8. Indemnification

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMPA and the FMPA members, its successors and assigns, and its employees, against any and all claims, suits or actions at law, regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA or the FMPA members, or both, 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 9. 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.

CONTRACTOR _____

FLORIDA MUNICIPAL POWER AGENCY _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

**APPENDIX C
BID FORMS**

**PROPOSAL TO FURNISH AND DELIVER
TREASURY MANAGEMENT SYSTEM
FOR THE FLORIDA MUNICIPAL POWER AGENCY**

I have carefully examined the RFP, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this 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 materials/services specified in the RFP at the prices quoted in my proposal as indicated in the appropriate spaces on this and the attached sheet BF-2.

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 duration of project.

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

Number _____	Dated _____
Number _____	Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

BID FORM – TREASURY MANAGEMENT SYSTEM

Provide a price proposal for the functionality that will meet our requirements as detailed in this RFP.

Provide a Lump Sum Price to furnish and deliver as described in each area's the scope of work. Please identify whether your cost is fixed or Time & Materials.

Description of Scope	Cost <small>(please circle if your cost is fixed or time & materials)</small>
B.II.1 Mandatory Specifications/Operational Requirements a) Debt Management Module	Fixed OR T&M
B.II.1 Mandatory Specifications/Operational Requirements b) Investment Management Module	Fixed OR T&M
B.II.1 Mandatory Specifications/Operational Requirements c) Reporting Module	Fixed OR T&M
B.II.1 Mandatory Specifications/Operational Requirements d) General Ledger Module	Fixed OR T&M
TOTAL COST	
Provide any training costs, if applicable.	
Provide subscription costs or fees, if applicable.	

If there are any additional factors not requested, but are related to this service, please list them below with applicable costs.

If there are any additional costs not identified, but are related to providing this service, please list them below.

**FMPA RFP 2024-212
Intent-to-Bid Form**

Form Due Date: November 8, 2024

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

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

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

Please note:

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

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

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

Short-listed proposers may be asked to participate in an interview during the weeks of **January 8th and January 17th, 2025**. Actual dates and times will be coordinated with bidders following the bid opening.

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

RFP 2024-212

Name of Company:

Address:

Name of Contact Person:

E-Mail Address:

Phone:

DISPUTE DISCLOSURE

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

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

YES NO

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

YES NO

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

YES NO

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

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

Project: FMPA RFP# 2024-212

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name

AFFIDAVIT OF COMPLIANCE

FMPA RFP 2024-212

_____ We DO NOT take exception to any items included in the RFP.

_____ We TAKE exception 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:

HUMAN TRAFFICKING AFFIDAVIT

Pursuant to Section 787.06 Subsection (13), FLORIDA STATUTES, all bidders should be aware:

“When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section.

_____ (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

Company Name: _____

By: _____
(Authorized Person’s Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Date: _____

DRUG-FREE WORKPLACE COMPLIANCE FORM

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, 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.

The undersigned proposer in conformity 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 893 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 the undersigned complies fully with the above requirements.

Signature

Name of Proposer

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 Request for Proposals Number 2024-212, Florida Municipal Power Agency, Treasury Management System - for the following reasons:

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

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

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____



Thanks for your interest in servicing FMPPA.