



Florida Municipal Power Agency

REQUEST FOR PROPOSALS

FOR

LINE OF CREDIT

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

REQUEST FOR PROPOSALS

(This is not an order)

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

RFP FMPA 2025-200

Date Issued: January 6, 2025

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 JANUARY 30, 2025**, WHICH WILL BE IN THE FMPA FIRST FLOOR CONFERENCE ROOM LOCATED IN THE FMPA BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Proposals shall be submitted on the forms provided and must be manually signed.
- Proposals shall be sealed in an envelope with the proposal number, opening date, and time clearly indicated.
- Proposals received after the opening date and time may be rejected and returned unopened.

DESCRIPTION

January 2025

**Florida Municipal Power Agency
Request for Proposals for
Line of Credit**

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

January 2025

**FLORIDA MUNICIPAL POWER AGENCY
REQUEST FOR PROPOSALS FOR
LINE OF CREDIT**

**REQUEST FOR PROPOSALS
FMPA 2025-200**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until **10:00 A.M. ON JANUARY 30, 2025**, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for a Line of Credit 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No proposal may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of proposals, except as otherwise permitted in the RFP package.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 Line of Credit 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
Line of Credit

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 Line of Credit.

The Florida Municipal Power Agency ("FMPA") Executive Committee provided direction to the FMPA staff, in coordination with its financial advisors, PFM Financial Advisors and Dunlap & Associates, Municipal Advisor, to act on its behalf in the solicitation of proposals for a Line of Credit ("LOC"). Financial institutions are invited to review and respond to the enclosed information.

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 provide a LOC which will be used to provide liquidity to the All-Requirements Power Supply Project. The LOC will be flexible in its usage for capital or operating purposes, with allowable draws for both tax-exempt and taxable purposes. FMPA would like to receive tax-exempt draw interest rate spreads using both "percent of SOFR" and SIFMA indices and taxable draw interest rate spreads using SOFR. FMPA strongly prefers a facility with event of default language expected to allow the undrawn portion of the LOC to be included in rating agency days liquidity calculations. The total amount of the LOC is expected to range between \$50 million and \$75 million.

3. Overview

Upon selection of the awarded Bidder(s), FMPA will enter into a Credit Agreement specifying terms and conditions.

The submission of a proposal implies a general acceptance on the part of the bidder of the terms of this RFP and form of agreement.

4. 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.

5. **Notice to Proposers**

Sealed proposal packages will be received until **10:00 A.M. ON JANUARY 30, 2025** ("Proposal Due Date") at the offices of Florida Municipal Power Agency. Each proposer is required to submit a Proposer Information Form (included in this RFP package), other forms included in this package as appropriate, and all other information necessary to allow a complete evaluation of the proposal. Registered proposers will be notified through the issue of RFP addenda of any change in the Proposal Due Date or other necessary revision to information contained in this RFP. FMPA reserves the right to reject all proposals received after the Proposal Due Date.

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

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

Clearly legible on the outside of the sealed envelope shall be "**Line of Credit**, FMPA RFP 2025-200".

6. **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.

7. **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.
- Modify the schedule to allow for evaluation of proposals.
- Select the proposal that is in the best interest of FMPA

8. Proposal Contents

The submission of a proposal implies a general acceptance on the part of the bidder of the proposal requirements.

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 LOC Proposal Requirements that must be included is referenced in Appendix A – Scope of Services.

9. 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	January 6, 2025
Intent to Bid form and Questions Deadline	January 21, 2025
Sealed Proposals Due Date	January 30, 2025
Recommendation of Award (<i>Estimated date</i>)	February 14, 2025
Executive Committee Review for Award Approval	April 17, 2025

10. Evaluation

The evaluation of the proposals will be conducted by an Evaluation Committee. This Committee will include the Municipal Advisor and other FMPA staff.

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
- b. Past Performance
- c. Pricing or rates
- d. Ability to meet summary of terms
- e. Ability to meet proposal requirements

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.

11. 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.

12. 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 Bidders shall immediately cease direct contact with individual FMPA, FMPA Members, 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 a 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.

13. 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.

14. 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.

15. 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."

16. 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.

17. 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.

18. 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, proposer, bidder, vendor, financial institution, successful bidder, or successful proposer.

PARTICIPANT CONTRACT – The aggregation of all documents that constitute the binding agreement between the Financial Institution and FMPA. The Participant Contract may include but shall not be limited to The Award or Credit Agreements.

19. Entire Contract

These General Terms and Conditions, the Credit Agreement between FMPA and the selected Financial Institution(s) for which they are being provided (including attachments thereto) constitute the entire agreement between FMPA and the Financial Institution.

20. 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.

21. 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 14, above, for confidential proprietary business information or trade secrets contained in such records.

APPENDIX A
SCOPE FOR LINE OF CREDIT

FMPA
SCOPE FOR LINE OF CREDIT

1. GENERAL INFORMATION

The Florida Municipal Power Agency (“FMPA”) Executive Committee provided direction to the FMPA staff, in coordination with its financial advisors, PFM Financial Advisors and Dunlap & Associates, Municipal Advisor, to act on its behalf in the solicitation of proposals for a Line of Credit (“LOC”). Financial institutions are invited to review and respond to the enclosed information.

FMPA is seeking a proposal from financial institutions to provide a LOC which will be used to provide liquidity to the All-Requirements Power Supply Project. The LOC will be flexible in its usage for capital or operating purposes, with allowable draws for both tax-exempt and taxable purposes. FMPA would like to receive tax-exempt draw interest rate spreads using both “percent of SOFR” and SIFMA indices, and taxable draw interest rate spreads using SOFR. FMPA strongly prefers a facility with event of default language expected to allow the undrawn portion of the LOC to be included in rating agency days liquidity calculations. The total amount of the LOC is expected to range between \$50 million and \$75 million.

2. PROPOSAL REQUIREMENTS

1. Demonstration of first-hand experience in providing similar services to those requested in this RFP;
2. Please indicate whether credit approval has been obtained for your proposal and if not; please specify the maximum number of days required for credit approval once a selection is made.
3. Provide general information about your bank, including the name, address, and phone number of the contact person who is authorized to answer questions and negotiate final terms and conditions on behalf of the bank.
4. Provide the bank’s current short-term ratings and long-term senior debt ratings from Moody’s, Standard & Poor’s and/or Fitch. Have there been any rating actions over the past year?
5. Please propose for LOC term options of 3 and 4 years. Assume that fees are payable quarterly in arrears. Indicate the bank’s renewal procedures including pricing adjustments, if any. Provide annual pricing for the above term options as well as the maximum amount of the LOC your bank will extend to FMPA.

6. In the event FMPA has a rating change, please indicate how the pricing for the Line of Credit would be adjusted under the following scenarios:
 - i) FMPA rating upgraded one notch
 - ii) FMPA rating downgrades for various levels down to BBB-Conversely, if the financial institution's rating is downgraded please indicate the effect on the Line of Credit pricing.
7. Please describe the pricing and conditions of the term loan (term out) you would propose in the event that the facility is drawn down and not repaid after the initial term. FMPA desires the longest term-out (amortization) available. Please indicate the interest rate, maturity and provisions for retiring the principal of such a loan (including the timing of the commencement of such amortization). FMPA is seeking a minimum term out period of one year. Please provide the terms and pricing to the extent you have different pricing for either shorter or longer term out periods.
8. Indicate (i) all conditions to the bank's obligation to fund under the Agreement, (ii) all conditions precedent to entering into the Agreement, (iii) conditions precedent to a term loan, assumed amortization schedule and (iv) any conditions to convert to another mode.
9. FMPA desires to set a limit on legal and out-of-pocket expenses incurred by the bank. Indicate a cap on the legal fees and expenses of counsel to the bank, and your choice as bank counsel.
10. Please outline the prepayment options for the Line of Credit, including any penalties or fees for early repayment, conditions for partial or full prepayments, and the process for making a prepayment. FMPA prefers to avoid any prepayment or termination payments to the extent the LOC is prepaid or terminated if repaid with the proceeds of a long-term borrowing.
11. Provide any additional information you feel will be helpful to the Agency in evaluating your qualifications to serve as Provider on this financing and the benefits of your proposed facility. A summary of terms required by FMPA for this LOC is attached in Appendix B – Summary of Terms. **Please acknowledge your acceptance of these provisions.**
12. Provide a statement of assurance that your bank is not presently in violation of any statutes or regulatory rules that might impact your firm's operations.
13. The bank will be required to provide information for inclusion in legal documents, together with certifications from the bank in form and substance acceptable to FMPA as to the adequacy of disclosure relating to the bank. FMPA will require legal opinions, in a form and substance acceptable to them, relating to the enforceability of the facility from U.S. counsel and foreign counsel in the case of foreign banks.
14. Fully executed forms - Bid Forms and the FMPA Revolving Loan Pricing Grid provided in Appendix C. Please note, you may complete the Excel version of the FMPA Revolving Loan Pricing Grid. It was included in the invitation to bid email.

3. PROPOSAL ADDITIONAL TERMS & INSTRUCTIONS

FMPA will not give verbal answers to inquiries regarding the specifications or give verbal instructions prior to and after the award of the facility. FMPA is not liable for any increased costs resulting from the financial institution accepting verbal direction. All changes shall be made by written modifications to the RFP documents.

The financial institution shall pay all costs associated with the preparation of proposals and necessary visits to FMPA.

FMPA reserves the right, solely and at its option, to require that the apparent successful financial institution provide proof of compliance with the specifications herein at the financial institution's expense.

The RFP shall clearly indicate the legal name, Federal taxpayer identification number, address and telephone number of the Proposer. The person signing the RFP on behalf of the Proposer shall have the authority to bind the Proposer to the submitted proposal.

Joint proposals are not permitted.

Should any interested financial institution find any part of the listed specification of the terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall immediately call such matters to the attention of the Agency in writing.

The proposal shall be signed by a person or persons legally authorized to bind the financial institution. The financial institution shall include a statement that it is authorized to do business in the State of Florida.

The financial institution, by submitting a proposal, warrants that there is no action, suit, proceeding, inquiry, or investigation, at law or equity before or by a court, governmental agency, public board, or body, pending or to the best of the financial institution knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the financial institution obligations, diminish the financial institution obligations, or diminish the financial institution's ability to perform the terms of the proposed contract.

Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the financial institution the agent or representative of FMPA for any purposes in any manner whatsoever.

Proposals submitted prior to the proposal deadline may be modified or withdrawn only by written notice to FMPA. The financial institution may change or withdraw the proposal at any time prior to the deadline; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted proposal, which are addressed in the same manner as the proposal and are received by FMPA prior to the deadline, will be accepted.

Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposal, provided that they are then fully in conformance with the requirements of the RFP.

There is no obligation on the part of FMPA to award the contract to the lowest cost financial institution. FMPA reserves the right to award the contract to the financial institution submitting an approved credit facility with fixed pricing terms, based on the criteria stated, that is in the best interest of FMPA.

Under no circumstances should any prospective proposer or any person or persons acting for or on behalf of said prospective proposer, seek to influence or gain the support of any member of the FMPA's Board or staff favorable to the interest of any prospective proposer, or seek to influence or gain the support of any member of the Board or staff against the interest of any prospective proposer. Any such activities shall result in the exclusion of the prospective proposer from consideration by FMPA.

4. ATTACHMENTS:

FMPA Financial Statements (provided at
<http://www.fmpa.com/index.php/financial-statements>)

APPENDIX B
SUMMARY OF TERMS FOR LOC

Summary of Terms for LOC

Capitalized terms used and not defined below will have the definitions for those terms provided in the All-Requirements Power Supply Project Revenue Bond Resolution adopted March 22, 1985 and amended and restated May 23, 2003, as supplemented and amended (the “Resolution”).

Use of Proceeds of each Borrowing

The proceeds of the amounts borrowed under the LOC will be used to pay or reimburse the All-Requirements Power Supply Project for any one or more of the following purposes: (a) the purchase or redemption of Bonds and expenses in connection with the purchase or redemption of such Bonds or any reserves which FMPA (All-Requirements Power Supply Project) determines shall be required for such purposes, (b) payment of Operation and Maintenance Expenses or credit to the Working Capital Account in the Operation and Maintenance Fund for application to the purposes of that Account, (c) payment of the Cost of Acquisition and Construction of the System, and (d) transfer to the credit of the Renewal and Replacement Account or the Contingency Account in the Reserve and Contingency Fund for the purposes thereof, and for any other lawful corporate purposes.

Conditions to Borrowing

The representations and warranties contained in the LOC shall be true in all material respects on and as of the date of a borrowing under the LOC, except that any representations and warranties in the LOC that are based on the judgment of the bank in any respect shall not be restated at the time of a borrowing, including any representations and warranties involving a material adverse effect concept.

Terms of Borrowing

Each borrowing will have a minimum amount of \$1,000,000 and integral multiples of \$100,000 in excess thereof. Within the foregoing limits, FMPA (All-Requirements Power Supply Project) may borrow, prepay and reborrow during the revolving credit period. FMPA (All-Requirements Power Supply Project) shall have the right at any time and from time to time to prepay any borrowing in whole or in part, subject to prior notice in accordance with the LOC.

Security for each Borrowing

Each borrowing shall be a special obligation of FMPA (All-Requirements Power Supply Project) payable solely from and secured as to the payment of the principal and Redemption Price thereof, and interest thereon, in accordance with their terms and the provisions of the Resolution, by any and all amounts, if any, on deposit in the applicable [Subordinated Bonds] Account in the Subordinated Debt Fund, and the same will be pledged and assigned to the [Trustee for the benefit of the bank] [bank], subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution; such pledge of the applicable [Subordinated Bonds] Account in the Subordinated Debt Fund being subordinate in all respects to the pledge created by the Resolution securing the Bonds and on a parity with respect to amounts deposited in the Subordinated Debt Fund with the pledge securing any

additional Subordinated Debt currently outstanding or which may be issued pursuant to a Supplemental Resolution from time to time in the future.

Interest Rate for each Borrowing

Each borrowing will accrue interest at a SOFR-based rate or a SIFMA-based rate, and will provide for an alternate rate if the SOFR-based rate or the SIFMA-based rate is not available.

Events of Default

Events of default should not be based on material adverse effect provisions or similar provisions requiring the use of bank judgment in events of default. For representations and warranties involving material adverse effect provisions, limit event of default to untrue or incorrect representations at the time the LOC is entered into and provide a cure period. For an event of default utilizing cross-default on indebtedness, limit to other subordinated debt under the Resolution payable on parity with the principal and interest payments to be made by FMPA (All-Requirements Power Supply Project) for each borrowing under the LOC.

Certain Covenants

The covenants of FMPA (All-Requirements Power Supply Project) set forth in Sections 707, 711, 712 and 719 of the Resolution will be incorporated by reference in the LOC and reaffirmed and restated by FMPA (All-Requirements Power Supply Project) for the benefit of the bank.

Undrawn Capacity Treated as Available Liquidity by the Credit Rating Agencies

FMPA (All-Requirements Power Supply Project) strongly prefers that the undrawn capacity of the LOC will be included by the credit rating agencies in their calculation of available liquidity. As such, FMPA (All-Requirements Power Supply Project) is seeking provisions related to Use of Proceeds, Conditions to Borrowing and Events of Default to achieve this rating agency treatment. If the bank is not able to accept FMPA's initial provisions on this topic, the bank is requested to propose alternate provisions which the bank believes will provide for the inclusion of undrawn LOC amounts in the rating agency liquidity calculation, and to please provide examples of these provisions and rating agency reports acknowledging this treatment.

APPENDIX C
BID FORMS

**PROPOSAL TO PROVIDE A LINE OF CREDIT
FOR THE FLORIDA MUNICIPAL POWER AGENCY
FOR
ALL-REQUIREMENTS POWER SUPPLY PROJECT**

I have carefully examined the RFP, Terms and Conditions, 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 rates quoted in my proposal as indicated in the appropriate spaces on this and the attached sheets.

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 as quoted or agreed 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: _____

**FMPA RFP 2025-200
Intent-to-Bid Form**

Form Due Date: January 21, 2025

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

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

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

Please note:

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

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

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

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

RFP 2025-200

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# 2025-200

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name

Response Summary

Bank Name Contact Name and Info (phone, e-mail)	Long-Term and Short- Term Ratings	Commitment Fee*		Loan Indices and Drawn Spreads		Rating Differentials (specify if Commitment Fee DG Increases are Different from Spread Increases)			Termination Fee (if any) (Specify if Termination Fee applies if borrowings are fixed out in public market vs. through a replacement facility)			Term Out Period Minimum One Year Preferred (specify pricing differential for longer or no term out)	
		Term	Fee	Taxable Index and Spread	Tax-Exempt SOFR % and Spread	Tax-Exempt SIFMA Spread	Legal Fees (Estimate and Cap)	Other Fees	Base Rate	Bank Rate	Default Rate		
		3 Years	0.0 bps										
		4 Years	0.0 bps										

*Describe any reductions to the unused commitment fee available for achieving certain minimum percentages of drawn amount relative to the total size of the facility.

AFFIDAVIT OF COMPLIANCE

FMPA RFP 2025-200

_____ 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 2025-200, Florida Municipal Power Agency, Line of Credit - 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.