



**Florida Municipal Power Agency**

**REQUEST FOR PROPOSALS**

**FOR**

**DEBT UNDERWRITING SERVICES**

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

RFP FMPA 2025-206

Date Issued: March 17, 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 APRIL 14, 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.

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## DESCRIPTION

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**March 2025**

**Florida Municipal Power Agency  
Request for Proposals for  
Debt Underwriting Services**

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

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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**

**March 2025**

**FLORIDA MUNICIPAL POWER AGENCY  
REQUEST FOR PROPOSALS FOR  
DEBT UNDERWRITING SERVICES**

**REQUEST FOR PROPOSALS  
FMPA 2025-206**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until **10:00 A.M. ON APRIL 14, 2025**, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for Debt Underwriting Services 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](mailto:bidinfo@fmpa.com), or via Internet download at [www.fmpa.com](http://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 Debt Underwriting Services 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 Debt Underwriting Services**

### **1. FMPA Description**

Formed by Florida's municipal electric utilities in February 1978, the Florida Municipal Power Agency (FMPA or the Agency) is a non-profit, governmental, wholesale electric utilities company created to serve the needs of municipal electric utilities in Florida. 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 Debt Underwriting Services.

FMPA is soliciting qualifications from firms interested in providing debt underwriting services for a variety of FMPA new capital and refinancing needs.

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 this RFP is to establish a pool of up to 4 – 6 qualified underwriters to support FMPA's financing activities through 2029. Selected firms will assist in the structuring, marketing, and sale of securities to ensure the most advantageous terms for FMPA and its members.

### **3. Overview**

After establishing the underwriting team, FMPA will select underwriter(s) from this pool for each financing based on the specific needs of the transaction. The chosen underwriter(s) will then enter into an appropriate agreement, such as a Bond Purchase Agreement or any other required documentation, at the time of the financing.

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

### **4. Indemnity**

After notification of award, the successful bidder(s) shall indemnify and save harmless FMPA from and against all claims, suits, actions, damages, or causes of 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 APRIL 14, 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 "**Debt Underwriting Services**, FMPA RFP 2025-206".

## 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 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	March 17, 2025
Intent to Bid form and Questions Deadline	March 31, 2025
Sealed Proposals Due Date	April 14, 2025
Recommendation of Award ( <i>Estimated date</i> )	April 30, 2025
Executive Committee Review for Award Approval	May 15, 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 with similar clients and transactions
- b. Expertise and qualifications of assigned personnel
- c. Finance Plan Approach
- d. Fee structure and cost-effectiveness
- e. FMPA Value add in last three years

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. 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.

Submit questions via email to [sharon.samuels@fmpa.com](mailto:sharon.samuels@fmpa.com). All questions will be answered and all answers will be distributed to all bidders.

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 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.

**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 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. Bid Expenses**

All expenses for making bids to FMPA are to be borne by the bidder.

**21. 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.

**22. 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 DEBT UNDERWRITING SERVICES**

**FMPA**  
**SCOPE FOR DEBT UNDERWRITING SERVICES**

**1. GENERAL INFORMATION**

The purpose of this RFP is to establish a pool of up to 4 – 6 qualified underwriters to support FMPA’s financing activities through 2029. Selected firms will assist in the structuring, marketing, and sale of securities to ensure the most advantageous terms for FMPA and its members.

**2. SCOPE OF SERVICES INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:**

- Advising on the structure and timing of debt issuance.
- Assisting with credit rating agency presentations and strategies.
- Marketing and distributing securities to investors.
- Providing pricing guidance and market analysis.
- Complying with all applicable federal, state, and local laws and regulations.

**3. DESCRIPTION OF FINANCE PLAN AND TRANSACTIONS**

- Spring 2025: An RFP has been issued, and responses have been received for a roughly \$50 - \$75 million Line of Credit primarily intended for liquidity in the ARP Project. A portion of the LOC is expected to be drawn to make required deposits to the Series 2021B Subordinated Bonds Proceeds Subaccount to meet the principal payment due on October 1, 2026. Required deposits for this purpose commence in October 2025 and may be funded by the Line of Credit or other available funds of the All-Requirements Projects
- Summer 2025: Roughly \$100 million combined financing utilizing a mix of taxable and tax-exempt debt. Of this, roughly \$60 million will be tax-exempt to refinance the All-Requirements Project Series 2015B Bonds and roughly \$40 million will be tax-exempt or taxable new money for capital to reimburse recent purchases of new power plants in the ARP Project. FMPA may also consider additional short-term financing alternatives to replace or supplement the expected Line of Credit described above.
- Mid 2026: FMPA has roughly \$238 million of its ARP Series 2016A Bonds with are callable on October 1, 2026. To the extent sufficient savings are available, FMPA will consider a refinancing of the bonds on or before their call date. FMPA may consider techniques available to lock-in refunding savings prior to the timing of a conventional current refunding which might typically be priced up to 30-60 days before the earliest tax-exempt, current refunding delivery date 90 days prior to the call date.

FMPA may also issue roughly \$90 million of a combination of taxable and tax-exempt debt for liquidity purposes and new money for capital and additional generating resources in the ARP Project.

- 2028+: Starting in 2028, FMPA will have refinancing opportunities within the St. Lucie and ARP Projects, with \$33.9 million in callable St. Lucie Series 2021B bonds and \$36.7 million in callable ARP Series 2021A bonds, both becoming callable on October 1, 2028.

In addition to refinancing, FMPA is evaluating new money financing needs of roughly \$30 million in 2028–2029 to support capital expenditures. These funds would be used for maintenance and life extension projects across ARP's power plants, ensuring continued operational efficiency and reliability.

\*All new money financings are expected to be structured with wrapped debt service, aligning with existing debt to maintain smooth overall debt payments, with principal payments scheduled from 2032 to 2035 and a final maturity in 2035. Refinancing transactions will retain their existing maturity schedules. FMPA remains open to evaluating alternative amortization structures based on market conditions and strategic considerations.

\*\*Financing plan as of March 2025, subject to change.

#### **4. PROPOSAL CONTENTS & SUBMISSION REQUIREMENTS**

Interested firms are required to submit the following information:

##### **a) Firm Overview**

- Legal name, headquarters address, and key contact information.
- Overview of Underwriting, Trading and Sales teams.
- Recent Changes to firm and department, numbers of municipal bankers, underwriters and trading/sales professionals employed at the firm in each of the past 3 years.

##### **b) FMPA Team Qualifications**

- Brief resumes of key banking personnel who would be assigned to FMPA's account, and a description of their roles.
- Description of the team's experience with similar clients and transactions.

##### **c) Firm's Relevant Experience and Track Record**

- List three years of senior manager experience, competitive and negotiated, for Overall Municipal Bonds, Municipal Utility Bonds and Florida Municipal Bonds.

**Firmwide Underwriting Experience**

				2022	2023	2024
<b>Negotiated</b>	Overall Municipal Bonds Taxable and Tax-Exempt	Book-Running Senior Manager (Full Credit to Lead Manager)	Par Amount			
			# of Issues			
	Municipal Utility Bonds Taxable and Tax-Exempt	Book-Running Senior Manager (Full Credit to Lead Manager)	Par Amount			
			# of Issues			
	Florida Municipal Bonds Taxable and Tax-Exempt	Book-Running Senior Manager (Full Credit to Lead Manager)	Par Amount			
			# of Issues			

<b>Competitive</b>	Overall Municipal Bonds Taxable and Tax-Exempt	Book-Running Senior Manager (Full Credit to Lead Manager)	Par Amount			
			# of Issues			
	Municipal Utility Bonds Taxable and Tax-Exempt	Book-Running Senior Manager (Full Credit to Lead Manager)	Par Amount			
			# of Issues			
	Florida Municipal Bonds Taxable and Tax-Exempt	Book-Running Senior Manager (Full Credit to Lead Manager)	Par Amount			
			# of Issues			

- o FMPA may contact CFO's of the issuers listed above to obtain references.

**d) FMPA Value Add in the last 3 years**

- o Description of value-added services your firm has provided to FMPA over the past three years, including: bond underwritings, extension of credit/capital, financing concepts and ideas, energy market transactions, etc.

**e) FMPA Finance Plan Specific Information**

In reference to the financing plan and transactions described in #4, please outline your firm's approach to the following aspects:

- o Structure
- o Credit
- o Marketing Approach
- o Expected Investors
- o Timing Considerations
- o Please discuss any additional financing opportunities that could support FMPA's financing goals, such as direct placements, tenders, or other alternative structures.

**f) Fee Structure**

- o Discuss reasonable underwriting fees for transactions described above, including takedown, management fees, and any other associated costs

**g) Provide up to three (3) firms you would consider using as Underwriter's Counsel**

## **5. EVALUATION CRITERIA**

Evaluation criteria for submissions include, but are not limited to, the following:

- Experience with similar clients and transactions
- Expertise and qualifications of assigned personnel
- Finance Plan Approach
- Fee structure and cost-effectiveness
- FMPA Value add in last three years

## **6. 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.

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, 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.

## **7. ATTACHMENTS:**

Link to FMPA Financials: <https://portal.fmpa.com/category/financials/financial-statements/>

# **APPENDIX B BID FORMS**

**PROPOSAL TO PROVIDE DEBT UNDERWRITING SERVICES  
FOR THE FLORIDA MUNICIPAL POWER AGENCY**

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 2025-206  
Intent-to-Bid Form**

**Form Due Date: March 31, 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](mailto: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 2025-206

Name of Company:

Address:

Name of Contact Person:

E-Mail Address:

Phone:

**AFFIDAVIT OF COMPLIANCE**

FMPA RFP 2025-206

\_\_\_\_\_ 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 2025-206, Florida Municipal Power Agency, Debt Underwriting Services - 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.**