



Florida Municipal Power Agency

REQUEST FOR PROPOSALS

FOR

EXTERIOR CURTAIN WALL GLASS

REPLACEMENT

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 2026-204a

Date Issued: May 18, 2026

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 JUNE 18, 2026**, 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 electronically via Vendor Link or submitted physically at the FMPA office in Orlando. Forms provided in the RFP must be signed; DocuSign/ReadySign secure signatures are acceptable forms of signature.
- 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

May 2026

**Florida Municipal Power Agency
Request for Proposals for
Exterior Curtain Wall Glass Replacement**

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

May 2026

**FLORIDA MUNICIPAL POWER AGENCY
REQUEST FOR PROPOSALS FOR
EXTERIOR CURTAIN WALL GLASS REPLACEMENT**

**REQUEST FOR PROPOSALS
FMPA 2026-204a**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until **10:00 A.M. ON JUNE 18, 2026**, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for the Exterior Curtain Wall Glass Replacement for Administration Office 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, via Internet download at www.fmpa.com, or via <https://myvendorlink.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 Exterior Curtain Wall Glass Replacement 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
EXTERIOR CURTAIN WALL GLASS REPLACEMENT

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 Exterior Curtain Wall Glass Replacement for FMPA Administration Office at 8553 Commodity Circle Orlando, FL 32819.

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

MATERIALS

All materials shall comply with engineering plans provided herein.

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 technical 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 response packages, either via Vendor Link (<https://myvendorlink.com>) or hardcopies in sealed envelopes, will be received until **10:00 A.M. EST ON JUNE 18, 2026** ("Proposal Due Date") at the offices of the Florida Municipal Power Agency, 8553 Commodity Circle, Orlando, FL, 32819 at which time the bids will be opened and logged publicly in the 1st floor Conference Room.

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 and time.

Directions for Vendor Link submissions:

Register on Vendor Link at <https://myvendorlink.com> prior to submittal date. Download the RFP, and complete the required forms. Upload your submittal, required forms and attachments to Vendor Link. Emailed submissions will not be accepted.

Directions for Hardcopy submissions:

Hardcopy submissions shall be clearly marked on the outside of the sealed envelope "RFP# 2026-204a". Emailed submissions will not be accepted.

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. Safety protocols;
6. A schedule for the work, including the range of start dates to which your firm is prepared to commit to and anticipated completion dates.
7. General description of how projects will be staffed, managed, and completed, including project management and invoicing;
8. 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;

9. List of at least three (3) 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;
10. List any past Exterior Curtain Wall Glass replacement projects for which your firm conducted work for FMPA, as well as others. Provide a brief description of the project including the start and end dates and point of contact.
11. The name and contact information of the person in Bidder's firm who would be the official contact person for any contractual relationship.
12. 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	May 18, 2026
MANDATORY Pre-Bid Meeting/Onsite	June 9, 2026 @ 10:00am
Intent to Bid form and Questions Deadline	June 11, 2026
Sealed Proposals Due Date	June 18, 2026
Notice of Award <i>(Estimated date)</i> <i>(Pending budget approval)</i>	July 17, 2026

11. Site Visit and Walk-down

Mandatory site visit with walk-down will be held on Tuesday, June 9, 2026 at 10:00am; Florida Municipal Power Agency; 8553 Commodity Circle Orlando, FL 32819. Please note: FMPA will only accept bids from firms represented at this mandatory pre-bid meeting.

12. 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 but not limited to:

- a. Experience with similar projects
- b. Past Performance
- c. Availability and lead time
- d. Adherence to specifications
- e. 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.

13. Performance Bond/Surety

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

14. 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.

15. 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.

Questions and Answers

Questions will be accepted through the deadline noted in the schedule from potential bidders who notify us that they will be a bidder. We reserve the right not to answer other questions. Questions and answers will be distributed to all bidders.

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 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.

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, 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. Site Access Conditions

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

1. Contractor shall confine its activities to only those portions of the Facility necessary for performance of the Services.

2. Contractor shall take all safety measures reasonably necessary to protect FMPA and FMPA property, its permittees and licensees and the property of each, from injury or damage caused by or resulting from the performance of Services. Contractor shall follow any and all safety and security procedures established by FMPA for the Facility. In the event of a security emergency, FMPA and its Members may deny Contractor access to a Facility or request that Contractor leave the Facility.
3. Contractor shall maintain all required insurance coverage's set forth in Section 27 at all times during the term of the Purchase Order.
4. Contractor's performance of Services shall not interfere with the use, occupancy or enjoyment of the Facility by FMPA and its Members.
5. No work or activity performed as part of the Services shall cause FMPA and its Members to be in violation of any requirement of law nor shall Contractor or any agent, employee or representative violate any federal, state or local laws while performing Services.
6. All Services shall be performed in a manner that will not damage the Facility and Contractor shall promptly notify FMPA and shall be responsible for the cost of repairing any such damage should it occur.
7. FMPA rules on maintaining a drug-free workplace shall be strictly followed and enforced by Contractor with respect to all of its employees or subcontractors and none of Contractor's employees, subcontractors, agents or representatives shall be permitted to use non-prescription drugs or alcohol at any FMPA and its Member Facility.

27. Required Insurance

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

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

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

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

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

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

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

28. 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.

29. 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.

30. 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.

31. 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.

32. Warranties

(a) Supplier warrants that all Goods and Services furnished under the Purchase Order are: (1) be free from known, apparent, latent and inherent defects in workmanship, material, manufacture, and design (where design is the Supplier's responsibility); (2) comply with the requirements of the Purchase Order in all respects and any samples and warranties furnished by the Supplier; (3) be merchantable and safe for use, and fit and sufficient for the use intended by FMPA; (4) be free and clear of any lien, security interest, or other adverse claim against title; and (5) not infringe, including without limitation their sale or use alone or in combination, any United States or foreign patents, trademarks, trade secrets, copyrights, or proprietary rights of any third party. (b) The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by FMPA.

33. Hazardous Materials of Contractor

Any Hazardous Materials used by Contractor in the performance of the Services shall be packaged, shipped, handled, labeled and disposed of by Contractor in a manner that complies with all federal, state and local laws or regulations applicable to Hazardous Materials. No Hazardous Materials shall be stored by Contractor at the FMPA and its Member's Facility before, during or after the performance of Services hereunder. Contractor shall, at its expense, remove, transport and dispose of all Hazardous Materials (i) brought by Contractor to the Facility or (ii) disturbed by Contractor's performance of Services or created by Contractor's use, handling or combination of non-hazardous materials brought by Contractor to the Facility during the performance of Services. For purposes of the Purchase Order, the term "Hazardous Materials" shall mean any substance which by law requires special handling, containment or disposal, including without limitation "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 USC Sections 5101, et seq.), "hazardous wastes" as defined in the Resource Conservation and Recovery Act, as amended (42 USC Sections 9601, et seq.), "toxic substances" as defined in the Toxic Substance Control Act as amended (15 USC Section 2601 et seq.), as amended and in the regulations adopted, published, and promulgated pursuant thereto. Contractor shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services. Contractor shall pay all costs of such licenses, permits and authorizations and all costs and expenses incurred in obtaining and maintaining them. The Contractor shall comply with all federal, state and local laws, and rules and regulations that are applicable to the performance of the services requested by FMPA.

34. Safety and Protection

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

1. All persons on the site who may be affected by the project work;
2. All Work and materials and equipment to be incorporated therein, whether in storage on or off of the project site. Any off-site storage logistics such as sourcing/allocation, safety, security and transfer/delivery, etc. will be the sole responsibility of the contractor.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of the project.

35. 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.

36. 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).

37. 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.

38. 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**

Scope of Work
Exterior Curtain Wall Glass Replacement Project for FMPA Administration Office
Revised May 14, 2026

Scope of Work:

- a. Replace, One Hundred and Twenty-nine (129) failed Windows, 1-inch Insulated Units – Glass Spec provided at Mandatory walk through.
- b. Re-Wet Seal the entire Curtain Wall System Glazing – Re-Wet Seal all glass to metal and metal to metal seal the window system entirely.
- c. Re-Wet Seal 10 individual windows

Mandatory walk Through Tuesday, June 9th at 10:00 a.m. See Section 11 of the RFP for details.

Notes for Bidders:

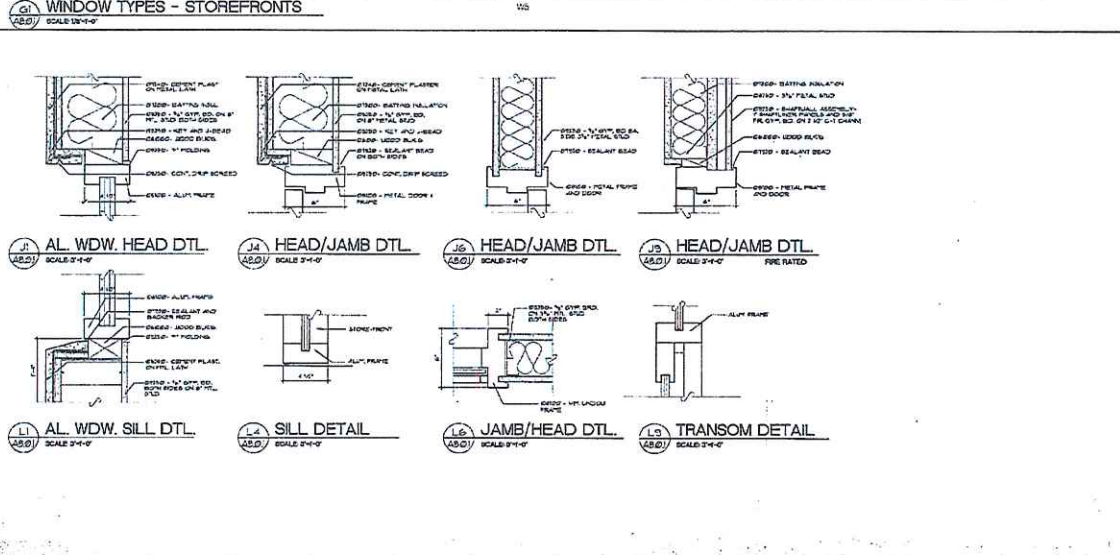
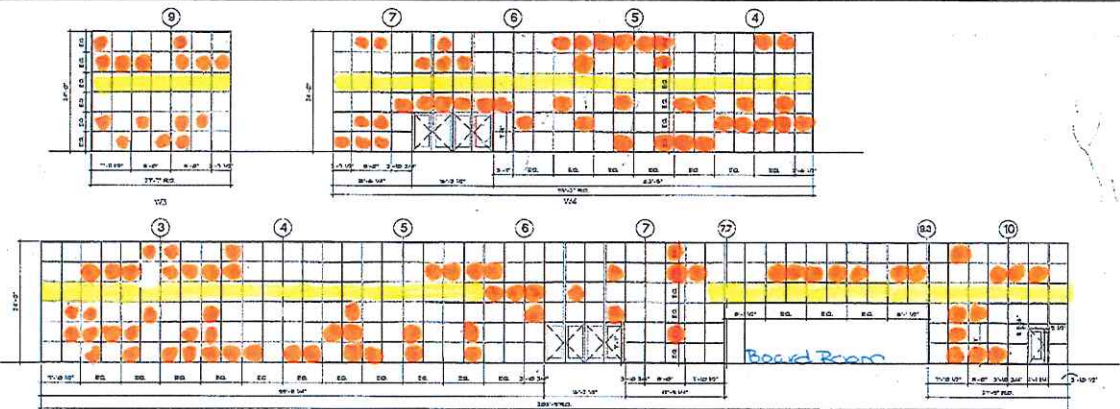
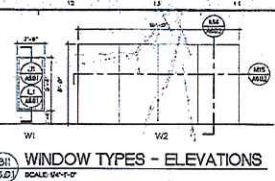
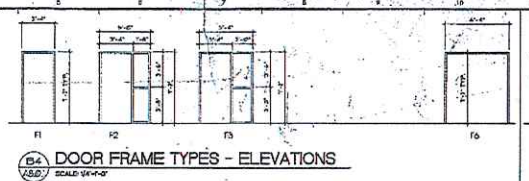
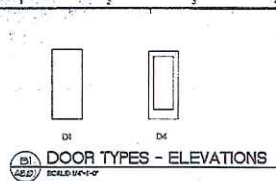
Work hours and onsite expectations of contractors will be covered in the mandatory walk through.

There is a full line of windows on the drawing that cannot be seen from interior, in-between floors no way to evaluate. Will require field verification from the awarded contractor. May require possible changing orders. All changes must be submitted in writing and approved by FMPA prior to commencing changed work.

Pricing:

1. Price for replacing 129 failed windows
2. Re-Wet Seal Curtain Wall System entirely
3. Re-Wet Seal Ten (10) individual windows

Submit pricing on page BF-2



GENERAL NOTES

1. RE: S&C, ASB FOR SPECIFIC WALL TYPE CONSTRUCTION
2. ALL HOLLOW METAL FRAMES ARE 3", UNLESS NOTED OTHERWISE.
3. ALL STOREFRONT MILLIONS ARE 3". DIMENSIONS ARE FROM CENTER TO CENTER OF MULLION.
4. MOST STOREFRONT DETAILS ARE INDICATED ON A6.01, A6.02 AND A6.03.

Architects and Planners
Architects and Planners
300 N. Orange Ave.
Orlando, FL 32801
407-251-1000

*Exterior Curtain
Wall Glass
Replacement Project*

129 Failed
 not visible
from interior
inbetween places

FLORIDA MUNICIPAL POWER AGENCY
ORANGE COUNTY, FLORIDA

Subject Matter: Exterior Curtain Wall Glass Replacement Project

• 129 Failed
• not visible from interior inbetween places

• **DOOR + WINDOW TYPES + DETAILS**

• scale: 1/4"=1'-0"
• date: 11/10
• checked: ASB
• approved: [Signature]
• date: 11/10
• project no: 592-58

• sheet: A8.01

West of a z 10 individual windows



Architects
Design
Group, Inc.

Architects and Planners

ISK Reeves V. AIA
Kevin Rattigan AIA

333 N. Bristol Ave.
Winter Park, Florida 32789
407/64-7000

FLORIDA
MUNICIPAL
POWER
AGENCY

ORANGE COUNTY,
FLORIDA

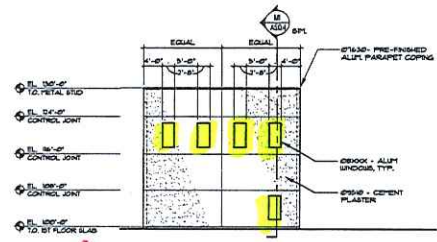
Architect hereby certifies that he
has prepared the drawings and
specifications for the project and
that he is a duly licensed
architect in the State of Florida.

REGISTERED ARCHITECT
NO. 12000
ARCHITECTURE
NO. 12000
CONSTRUCTION
NO. 12000

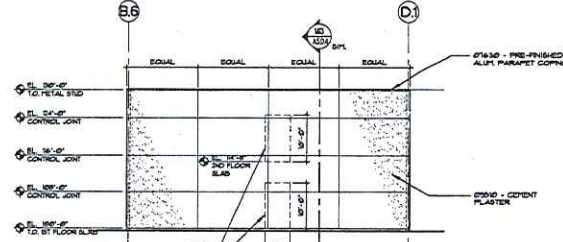
Sheet No. **BUILDING ELEVATIONS**

Scale: 3/32" = 1'-0"
Date: 10/1/07
Checked: JH
Approved: ISK
Date: 09-24-07
Project No. 592-98

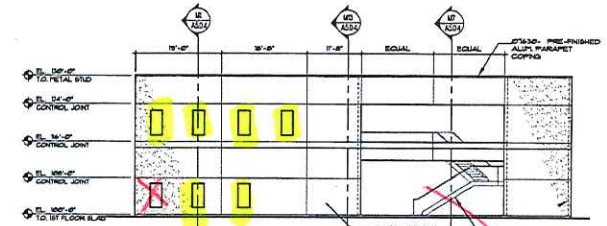
Sheet A4.0.1



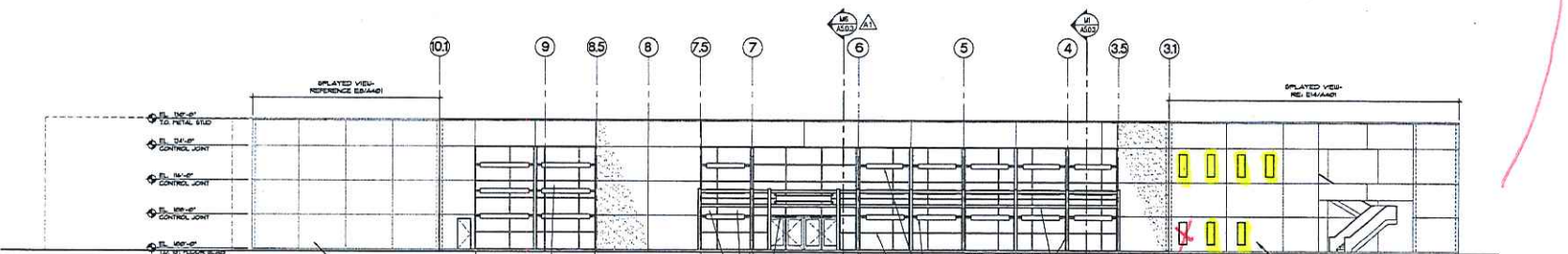
WEST ELEVATION
SCALE 3/32"=1'-0"



SOUTH ELEVATION
SCALE 3/32"=1'-0"

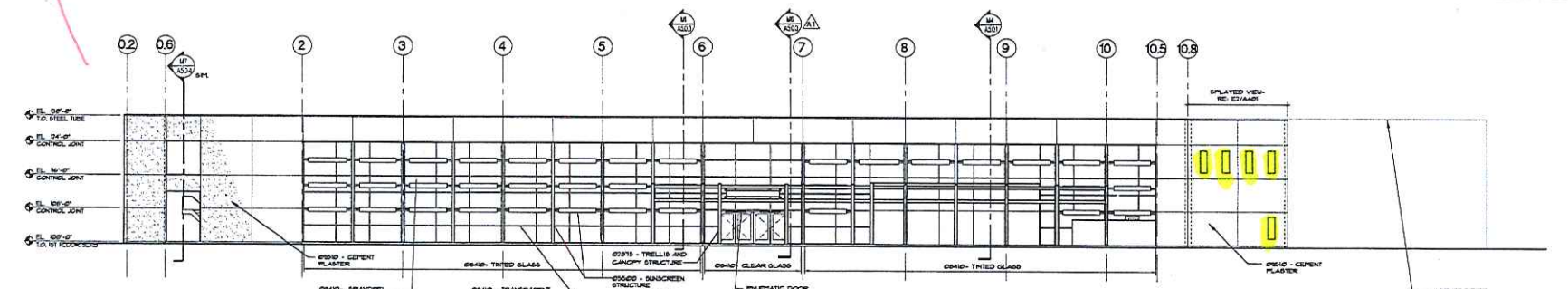


NORTHEAST ELEVATION
SCALE 3/32"=1'-0"



SOUTHEAST ELEVATION
SCALE 3/32"=1'-0"

- NOTES**
1. ALL BOTTOM PANELS OF THE CURTAIN WALL AT THE FIRST AND SECOND FLOOR MUST BE TEMPERED.
 2. ALL GLASS DOORS MUST BE TEMPERED AS WELL AS ADJACENT LIGHTS.
 3. ALL GLAZING INDICATED AS "CLEAR GLASS" SHALL BE GLAZING TYPE D3. ALL GLAZING INDICATED AS "TINTED GLASS" SHALL BE GLAZING TYPE D3.
 4. GLAZING IN ALUMINUM DOORS TO BE D3 AND IN WINDOWS TO BE D3.



NORTHWEST ELEVATION
SCALE 3/32"=1'-0"

**Reduced Set
Do Not Scale**

As Built

APPENDIX B
SAMPLE AGREEMENT

SAMPLE Services Agreement

This Services Agreement is effective into on this ____ day of _____ 2026, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and (Name of company and mailing address)

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

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

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

Section 1. Scope of Services

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

Section 2. Term & Termination

This agreement shall become effective upon the date stated in this agreement and shall remain in effect for a period of one (1) year from the effective date. This agreement may be renewed annually for up to three, one year terms, by mutual agreement.

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

Upon Contractor's receipt of FMPA's notice of termination, Contractor shall cease all performance related to the Work, unless directed to do otherwise by FMPA in writing. FMPA shall pay Contractor for any Services that were completed by Contractor prior to the termination of this agreement. Upon such termination, Contractor shall submit to FMPA a final invoice in a manner that is sufficient for FMPA to verify the Services performed by Contractor prior to the date of termination. In no event shall the

final reimbursement include any anticipated profits or revenue or other economic loss for unperformed services. No payment shall be made for any work performed by Contractor after the termination date unless Contractor is expressly requested in writing to perform such work by FMPA.

Section 3. Compensation and Payment

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

Section 4. Independent Contractor Status.

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

Section 5. Standard of Care.

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

Section 6. Insurance

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

Worker's Compensation: Statutory

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

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

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

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

Section 7. Indemnification

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

Section 8. General Terms and Conditions

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

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

CONTRACTOR _____ FLORIDA MUNICIPAL POWER AGENCY _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

SAMPLE

Schedule A

This page left intentionally blank

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

APPENDIX C
BID FORMS

**PROPOSAL TO FURNISH AND DELIVER
EXTERIOR CURTAIN WALL GLASS REPLACEMENT
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: _____

This is a required form; please complete and include in your submittal.

**BID FORM
EXTERIOR CURTAIN WALL GLASS REPLACEMENT**

BID FORM
Provide a <u>Lump Sum Total Price</u> to furnish and deliver a turn-key solution replacement of 129 failed windows . Pricing must include materials & work as described in Appendix A.
TOTAL PRICE _____

BID FORM
Provide a <u>Lump Sum Total Price</u> to furnish and deliver a turn-key solution for re-Wet Seal Curtain Wall System entirely . Pricing must include materials & work as described in Appendix A.
TOTAL PRICE _____

BID FORM
Provide a <u>Lump Sum Total Price</u> to furnish and deliver a turn-key solution for re-Wet Seal Ten (10) individual windows . Pricing must include materials & work as described in Appendix A.
TOTAL PRICE _____

Please also provide a time & materials rate for the project.
T&M Rates
Please include a T&M Rate Sheet for all work offered by your company.

This is a required form; please complete and include in your submittal.

**FMPA RFP 2026-204a
Intent-to-Bid Form**

Form Due Date: June 11, 2026

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 2026-204a – Exterior Curtain Wall Glass Replacement

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# 2026-204a

Firm

Date

Authorized Signature

Officer Title

Printed or Typed Name

This is a required form; please complete and include in your submittal.

AFFIDAVIT OF COMPLIANCE
FMPA RFP 2026-204a

_____ 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:

This is a required form; please complete and include in your submittal.

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: _____

This is a required form; please complete and include in your submittal.

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 2026-204a, Florida Municipal Power Agency, Exterior Curtain Wall Glass Replacement - 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.