

# Request for Proposal **Executive Search Consultant**

January 18, 2023 FGU

RFP No. 2023-01

# REQUEST FOR PROPOSAL

FGU RFP No. 2023-01

## **Executive Search Consultant**

January 18, 2023

### **1. Purpose of Request for Proposals**

- 1.1. The Florida Gas Utility (FGU or the Agency) hereby issues a Request for Proposals (RFP) for executive search consulting services (hereafter “Consultant”) to conduct a retained executive search for FGU’s next General Manager and CEO.
- 1.2. The deadline for receipt of RFP responses by FGU is **February 3, 2023, at 1:00 p.m. EDT.**

### **2. Background on FGU**

- 2.1. FGU is a nonprofit, wholesale natural gas agency owned by 25 municipal natural gas and power generation utilities and joint-action agencies in Florida. FGU provides economies of scale in natural gas supply purchasing and related services to support its Member utilities. FGU is a public agency, based in Gainesville, Fla., whose primary purpose is to provide natural gas supply, interstate pipeline asset management and other natural gas related services to its Members. Additional information about FGU is available on the Internet at [www.flgas.com](http://www.flgas.com).
- 2.2. Twenty-five municipal utilities/joint-action agencies are Members of FGU. Each Member appoints one representative to FGU’s Board of Directors, which governs the Agency’s overall activities. FGU has a 10-member Executive Committee that governs the day-to-day business affairs of FGU.
- 2.3. FGU has a staff of 12 full-time employees. FGU’s divisions include: 1) executive staff, 2) operations, 3) finance, human resources and information technology, and 4) member services. An organizational chart is included as Attachment A.

### 3. Project Management and Reporting

- 3.1. FGU will appoint a Search Committee made up of representatives from FGU's Board of Directors to work with the Consultant. The Search Committee's responsibilities include screening and interviewing candidates presented by the Consultant, and making recommendations, as necessary, to FGU's Board of Directors, including recommending a candidate to fill the pending vacancy in the General Manager and CEO position. Final approval of a new General Manager and CEO will be the decision of FGU's full Board of Directors.
- 3.2. FGU's Executive Sponsor will be FGU's current General Manager and CEO. The Executive Sponsor reports to the Search Committee. The Executive Sponsor will make FGU resources available to the Consultant and coordinate the Consultant's work products at major milestones before delivery to the Search Committee. The Executive Manager will support the Consultant's day-to-day efforts by answering questions, responding to information requests, and providing input on work products.
- 3.3. FGU's Project Manager will be FGU's Human Resources/Administrative Services Manager. The Project Manager reports to the Executive Sponsor. The Project Manager will be available to the Consultant as needed during the engagement.

### 4. Scope of Services

- 4.1. FGU intends to retain the services of an executive search firm with proven expertise in the natural gas utility industry and public sector recruitment (or equivalent), a demonstrated national reach in appropriate candidate networks, a demonstrated ability to successfully place candidates in positions similar to FGU's General Manager and CEO, and a reputation for professional integrity in the representation of its clients' unique organizational culture.
- 4.2. The selected consultant will perform, at a minimum, the following services:
  - 4.2.1. **Recruiting:** Source and develop candidates, conduct initial candidate screening, communicate regularly with the Search Committee about progress, and help the Search Committee determine who to invite for interviews.
  - 4.2.2. **Interviewing:** Identify high-potential candidates, provide candidate profiles to the Search Committee, plan candidate interviews, design interview questions, prepare the Search Committee for interviews, execute the interview process, check references, and assist the Search Committee in the assessment process.
  - 4.2.3. **Selecting:** Work with the Search Committee and Executive Sponsor to select a recommended candidate, assist in developing an appropriate compensation

package, assist in the negotiation process, consult on an announcement and transition strategy, seek final approval from FGU's Board of Directors, notify other candidates, and assist with an onboarding process for the new General Manager and CEO.

## 5. Schedule

- 5.1. FGU's timetable for the RFP process is shown below. The dates shown are estimates and may be modified at any time by FGU. FGU reserves the right to waive any or all of the following deadlines, and may, in its sole discretion, accept RFPs received after these deadlines.

5.1.1. RFP available for distribution	January 18, 2023
5.1.2. Deadline for questions concerning the RFP	January 30, 2023
5.1.3. RFP response due to FGU	February 3, 2023, 1:00 p.m. EDT
5.1.4. Publish ranking and commence negotiation	February 10, 2023
5.1.5. Contract approval	February 24, 2023

## 6. Responding Proposal Requirements

- 6.1. Proposals submitted in response to this RFP must include the following:
- 6.1.1. Executive Summary: An executive summary for the proposal highlighting the Consultant's qualifications, relevant work experience, proposed approach to the delivery of services, and summary cost information.
  - 6.1.2. Firm's Qualifications: A description of the Consultant's specific qualifications and relevant experience related to the Scope of Services (Section 4). Include information about relevant project experience, particularly relevant experience for electric utilities, and client names, where possible.
  - 6.1.3. Project Team's Qualifications: A description of the qualification and experience of the Consultant's assigned project leader and other key personnel assigned to the project, including any third-parties that will work with the Consultant or any services that will be outsourced.
  - 6.1.4. Approach to Services: A description of the services to be provided that is sufficient to demonstrate the Consultant's understanding of the requested Scope

of Services (Section 4) and to explain the Consultant's proposed approach to accomplish the scope.

6.1.5. Schedule: A project schedule for all work described in the Scope of Services (Section 4), including key schedule steps and milestones.

6.1.6. Cost: A description of the cost for providing the Scope of Services (Section 4). Include a description of the Consultant's billing practices and payment terms.

6.1.7. Insurance: Proof of the Consultant's liability insurance.

6.1.8. Contract: Attachment B to this RFP is FGU's proposed contract for services. Respondents should identify exceptions to FGU's standard terms and conditions. FGU, at its sole discretion, shall determine whether any exceptions made by a Respondent are material exceptions that render the Respondent's proposal unresponsive and subject to rejection.

6.2. Proposals submitted in response to this RFP may provide recommended changes to the Scope of Services (Section 4) or other suggestions. However, the Consultant should provide a response to this RFP fully in compliance with the Scope of Services, including a cost of the Scope of Services described herein. Other suggestions should be clearly identified as optional services and clearly specify the costs of each additional service. FGU may or may not, at its sole discretion, accept any suggestions.

6.3. Proposals submitted in response to this RFP must remain valid for 180 days.

## 7. Submission of Proposal and Due Date

7.1. One printed copy and one electronic copy (on USB flash drive or CD-ROM) of the proposal must be mailed, sent by overnight delivery, or hand delivered in a sealed envelope to the following address **by 1:00 p.m. Eastern Daylight Time on February 3, 2023, to:**

Florida Gas Utility  
ATTN: Search Committee  
4619 NW 53 Avenue  
Gainesville, FL 32653

7.2. On the outside of the sealed submittal, the package must be clearly identified with the following description: "FGU RFP No. 2023-01 Executive Search Consultant".

## 8. Questions

- 8.1. Any questions about this RFP should be directed to FGU's Tom Geoffroy. Questions are to be emailed to [tom@fgas.com](mailto:tom@fgas.com). Only written responses provided by FGU to a respondent's questions will be considered official. A verbal response by FGU will not be considered an official response. Written responses to questions and requests for interpretations will be provided to the proposer posing the question or making the request unless the question and answer are applicable to the RFP process in general, in which case, at FGU's discretion, the question and answer may be provided to all interested parties. Questions received after January 30, 2023, may not be answered.
- 8.2. Addenda also may be issued to modify the RFP as deemed advisable by FGU.

## 9. Proposal Evaluation

- 9.1. Evaluations of proposals will be based on the following criteria:
  - 9.1.1. Qualifications
    - 9.1.1.1. Consulting firm and personnel qualifications
    - 9.1.1.2. Relevant work experience of the Consultant
  - 9.1.2. Approach
    - 9.1.2.1. Understanding of the project
    - 9.1.2.2. Approach to delivery of services
    - 9.1.2.3. Quality of the Consultant's written proposal and potential interview
  - 9.1.3. Project Plan/Schedule
  - 9.1.4. Price
- 9.2. FGU intends to select one Consultant to perform the services. In doing so, FGU will rank the top three responding Consultants. Beginning with the first ranked Consultant, FGU will undertake to negotiate with that Consultant a contract for a scope of services at a level of compensation that FGU determines, in its sole discretion, is fair, competitive and reasonable. If FGU cannot reach a mutually acceptable agreement with the top-ranked Consultant, FGU will commence negotiation with the second-ranked Consultant and so on until, at FGU's discretion, a contract is executed.

## 10. Conditions Established by FGU

- 10.1. Late Submittals: Any responses submitted after the due date (Section 5.1.3) may not be considered.
- 10.2. Rejection of Submittals: This RFP is not an offer establishing any contractual rights. This solicitation is solely an invitation to submit proposals. FGU reserves the right to:

- Reject any and all proposals received in response to this RFP.
- Waive any requirement in this RFP.
- Not disclose the reason for rejecting proposals.
- Request clarifications from proposers at any time.

10.3. Use of Ideas: All materials submitted in response to the RFP become the property of FGU and will be returned only at the option of FGU. Except as otherwise prohibited by law, FGU 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.

10.4. Public Records and Confidentiality: Responses to this RFP upon receipt by FGU become public records subject to the provisions of Chapter 119, *Florida Statutes*, Florida's Public Records Law. Should a respondent feel that any portion or all of its response is exempt from the Florida Public Records Law, its response should clearly assert such exemption and the specific legal authority for the asserted the exemption. However, FGU reserves the right to disclose any information contained in any proposal to third parties for the sole purpose of assisting FGU in the proposal evaluation process.

10.5. Disqualification: A submittal in response to this RFP may be disqualified at any point if bribery, conflict of interest, or interference in the evaluation process is determined, at FGU's sole discretion, to be involved with the proposal.

## **11. Cost in Development of Proposals**

11.1. Costs for developing a response to the RFP are entirely the obligation of the respondent and shall not be charged in any manner to FGU.

## **12. General Terms of Award**

12.1. FGU reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional proposals. Also, FGU reserves the right to reject the proposal of any bidder if FGU believes that it would not be in its best interest to make an award to that bidder.

12.2. FGU may conduct such investigations, as it deems necessary, to assist in the evaluation of any proposal.

12.3. Responses to questions that occur during the proposal evaluation period may be included as part of the contract.

- 12.4. As a result of this RFP, FGU intends to enter into a contract for the requested services. All material submitted with the proposal may be considered a part of the proposal.
- 12.5. FGU reserves the right to negotiate with the top ranked bidder in an attempt to meet a mutually acceptable contract. If, for any reason, a contract cannot be executed with the top-ranked company, FGU will move to the second-ranked company and so on until a contract is executed.
- 12.6. By offering a response pursuant to this RFP, the respondent certifies that it has not divulged, discussed or compared its proposal with other proposers and has not colluded with any other proposers or parties to this RFP whatsoever.

### **13. Non-Submittal of Proposal**

- 13.1. If a potential bidder to whom FGU sent the RFP decides not to submit a proposal, FGU requests notification of that decision using Attachment C, "Statement of No Proposal". This notice of non-submittal must be submitted no later than the RFP response due date (Section 5.1.3). If a potential bidder does not submit a proposal and does not provide the Statement of No Proposal, FGU may elect to remove that bidder from FGU's distribution list for future RFPs.

### **14. Public Entity Crime Statement**

- 14.1. Pursuant to Section 287.133(2) (a), Florida Statutes (2012), 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 a 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 following the date of being placed on the convicted vendor list."

### **15. Drug Free Workplace**

- 15.1. Whenever two or more responses to this RFP are identical with respect to quality, delivery and service are received, preference shall be given to a respondent that certifies that it has implemented a drug-free work-place program by completing and executing the attached Drug Free Workplace Statement.



## DRUG FREE WORKPLACE COMPLIANCE FORM

### IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. 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 it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance program, 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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

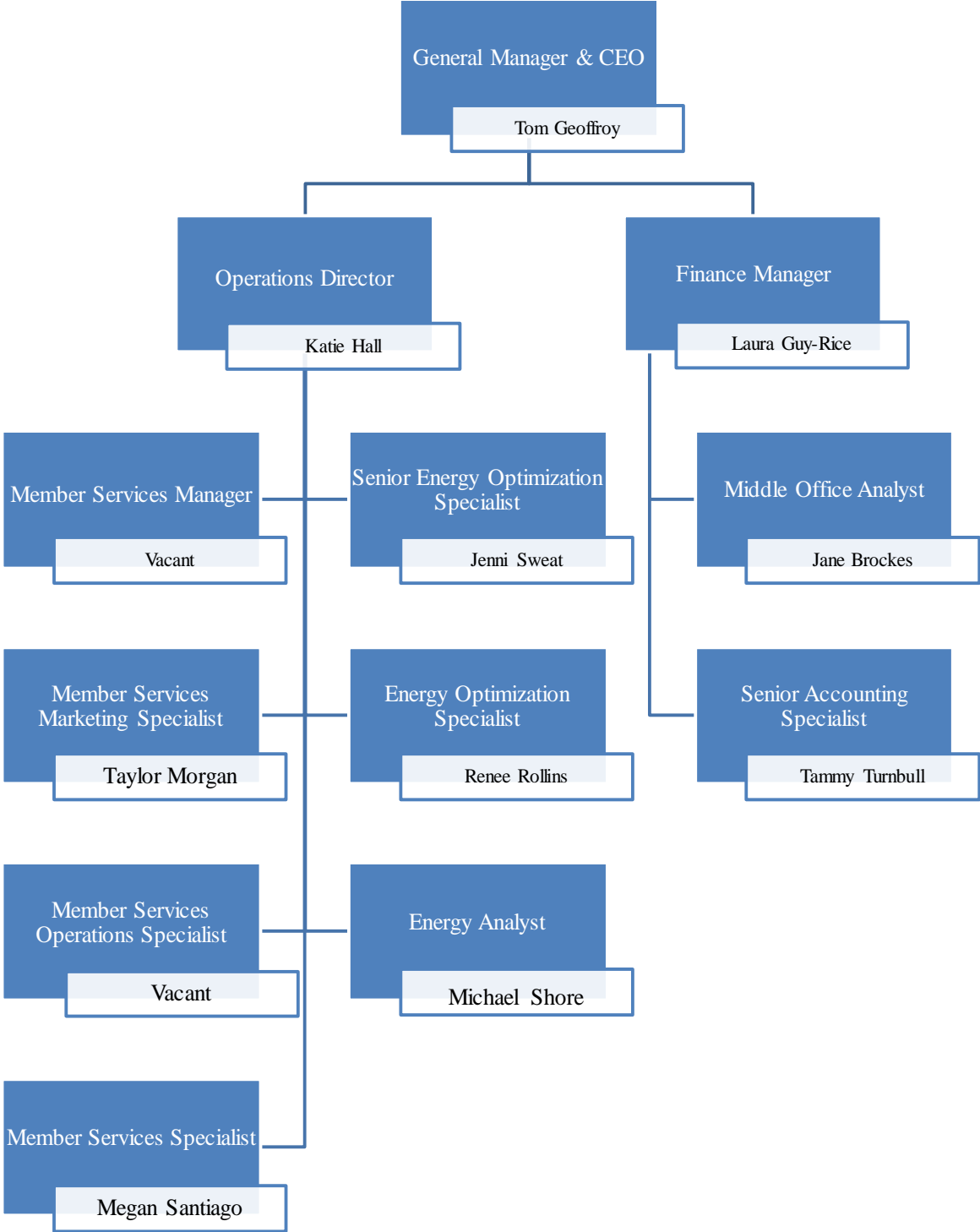
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**Vendor's Signature**

**DATE**

## **Attachment A**

**Florida Gas Utility  
Organizational Chart  
FY 2023**





## Attachment B

## **Consulting Services Agreement**

This Consulting Services Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, and is by and between Florida Gas Utility, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 4619 NW 53 Avenue, Gainesville, Florida 32653, (“FGU”) and [CONSULTANT], with its principle place of business located at [ADDRESS], (“Consultant”).

FGU is a municipal natural gas 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.

Consultant is company offering expert advice, guidance and consulting in various areas. The parties desire for Consultant to perform the consulting services more fully descried in this agreement and Schedule A.

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

### **Section 1. Scope of Services**

Consultant shall provide consulting services (the “Services”) to FGU 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 FGU.

### **Section 2. Term & Termination**

This agreement shall become effective upon the date stated in the introductory clause of this agreement, and shall remain in effect until the Services hereunder have been completed or this agreement is terminated by either party upon (10) days written notice.

FGU shall pay Consultant for any Services that were completed by Consultant prior to the termination of this agreement. Upon such termination, Consultant shall submit to FGU a final invoice in a manner that is sufficient for FGU to verify the Services performed by Consultant 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 Consultant after the termination date unless Consultant is expressly requested in writing to perform such work by FGU.

### **Section 3. Compensation and Payment**

FGU shall pay Consultant for Services furnished under this agreement upon submission of invoice(s) as described in Schedule A. No minimum amount of work or amount payable is guaranteed under this agreement. Consultant shall not be required to furnish additional services or incur additional expenses without written authorization and additional funding from FGU.

In addition to Consultant's hourly rate or fixed fee, FGU shall reimburse Consultant for certain reasonable business related expenses supported by original receipt, which may include reasonable travel expenses, business mileage (paid at no more than the IRS approved rate), postage, copying, and other similar business related expenses. All requests for reimbursement of expenses will be subject to audit by FGU.

FGU shall make payment for completed Services within thirty (30) days after receipt of an invoice.

#### **Section 4. Independent Contractor Status**

It is understood and agreed that Consultant is an independent contractor, is not an agent or employee of FGU, and is not authorized to act on behalf of FGU. Consultant 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 FGU. Consultant will not be eligible for any employee benefits, nor will FGU make deductions from any amounts payable to Consultant for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant 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 FGU.

#### **Section 5. Standard of Care**

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

#### **Section 6. Confidentiality**

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

of its member electric utility systems, including the FGU) which has been or may afterwards be provided or disclosed in relation to the Services. Each party may disclose its Confidential Information (including, with respect only to FGU, the Confidential Information of any one or more of its member municipal electric utility systems, including the FGU) (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”). Tangible items of Confidential Information may be marked “CONFIDENTIAL” or “PROPRIETARY” or “CONFIDENTIAL AND PROPRIETARY” by either party, except that no such mark is necessary to cause tangible items to be considered Confidential Information if such tangible items are otherwise included in the definition provided in this section.

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

(c) Notwithstanding any other provision of this contact, FGU as the Receiving Party may disclose Confidential Information if necessary, in the opinion of legal counsel for FGU, to comply with applicable law (including, without limitation, the Florida Public Records Law, Chapter 119, Florida Statutes), order, regulation, ruling, subpoena, or order of a governmental authority or tribunal with competent jurisdiction. In the event that FGU as the Receiving Party is requested or required to disclose any Confidential Information, FGU shall promptly notify CONSULTANT of the request or requirement prior to disclosure, if reasonably possible, so that CONSULTANT may, if it elects, seek an appropriate protective order or other designation of such Confidential Information as containing trade secrets or other commercially sensitive information or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. All costs of seeking any protective order or other designation and for contesting, limiting, or protecting the disclosure of Confidential Information in response to a valid request to or demand upon FGU as the Receiving Party shall be borne and paid in full by CONSULTANT. With respect to any disclosure made by FGU as the Receiving Party pursuant to this section 3, FGU shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.



(d) The Receiving Party has no obligation under this agreement with respect to Confidential Information which (1) is, or becomes publicly available without breach of this agreement by the Receiving Party; (2) is rightfully received by the Receiving Party without obligations of confidentiality; (3) is developed by the Receiving Party without breach of this agreement; or (4) is a public record which Receiving Party is obligated by Florida law to disclose to a third party in the opinion of legal counsel for the Receiving Party; provided however, the Confidential Information described in clauses (1), (2), (3), and (4) of this section shall not be disclosed, in response to a formal request, until 20 days after written notice (as defined in section 10) of the intent to disclose is given to the Disclosing Party along with the asserted grounds for disclosure (unless pursuant to clause (4) only a shorter response is required by Florida law and the Disclosing Party is given advance notice of such response requirement by the Receiving Party not less than one business day prior to disclosure by the Receiving Party).

## **Section 7. Insurance**

The CONSULTANT shall maintain in effect, to the extent that such insurance is available at reasonable cost, employer's liability, professional liability, comprehensive general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance with respect to employees and vehicles of the CONSULTANT assigned to the prosecution of the work under this Agreement in a maximum amount not less than \$1,000,000 per occurrence and statutory workmen's compensation protection.

## **Section 8. Indemnification**

To the fullest extent permitted by law, the Consultant, its heirs, successors and assigns shall indemnify and hold harmless FGU, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Consultant during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FGU arising from the negligence of Consultant while performing work under this Agreement.

Nevertheless, it is understood that the Consultant is providing his opinion and advice as a service to FGU. It is recognized that Consultant is not an "authorized agent" of FGU and that at no time may the Consultant commit FGU or any of its affiliates to any commercial transaction without written direction to do so. Further, FGU at its own and sole discretion may choose or not choose to implement or transact with other third parties based upon the Consultant's recommendation or advice. Notwithstanding other provisions of the Agreement, neither party shall be responsible to the other for any lost profits or consequential damages or special damages incurred by either party or any third party as result of performance of the Services under the terms of this Agreement.

The liability of the Consultant is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability.

**Section 9. General Terms and Conditions**

- (a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.
- (b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.
- (c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.
- (d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.

In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

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

FLORIDA GAS UTILITY

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

## Attachment C

## Statement of No Proposal

Florida Gas Utility  
4619 NW 53 Avenue  
Gainesville, FL 32653  
ATTN: Search Committee

RE: FGU RFP 2023-01

Dear Search Committee:

We, the undersigned, have declined to submit a proposal for Florida Gas Utility's Request for Proposal for Executive Search Consultant due \_\_\_\_\_, for the following reason(s):

Our schedule would not permit us to perform.

Other: \_\_\_\_\_

We understand that if this Statement of No Proposal letter is not executed and returned to FGU, our company may be deleted from FGU's list of qualified proposers for future requests for proposal.

Company Name: \_\_\_\_\_

Signed By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print or type name and title

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_