

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) REQUIRED RESPONSE FORM

02C-001S

DATE:

TITLE: RFP FOR UNDERWRITERS

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on November 9, 2001 and plainly marked RFP-02C-001S. Proposals are due and will be opened at this time.

Anti-Collusion Statement / Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 26 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA

REQUEST FOR PROPOSAL FOR

UNDERWRITERS

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SCHOOL DISTRICT OF PALM BEACH COUNTY

REQUEST FOR PROPOSAL FOR

UNDERWRITERS

1.0 **INTRODUCTION:**

- 1.1 This is a Request for Proposal (RFP) for **UNDERWRITERS** to the School District of Palm Beach County, Florida (the District).
- 1.2 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.
- 1.3 Document files may be examined, during normal working hours, ten days after proposals have been opened.

2.0 **INSTRUCTIONS TO PROPOSER:**

- 2.1 All proposals must be received no later than 2:00 PM, on **November 9, 2001**. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Department of Purchasing, Suite A-323, 3326 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.
- 2.2 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s).
- 2.3 One manually signed original and eight (8) photocopies of the proposal must be sealed in one package and clearly labeled "**REQUEST FOR PROPOSAL FOR UNDERWRITERS**" on the outside of the package. The legal name, address, proposer's contact person, and telephone number must also be clearly annotated on the outside of the package.
- 2.4 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- 2.5 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.6 Proposer should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.
- 2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.9 Joint proposals will not be accepted.

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- 2.10 Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same end of the requirement in question.
- 2.11 Proposals shall not be considered if the proposer cannot meet the special conditions contained herein unless the proposer can provide, as part of their proposal, alternative provisions which shall provide the District the required degree of assurance of performance. The District shall be the sole judge of the adequacy of alternative provisions for required degree of assurance of performance.
- 2.12 DELIVERY OF RFPS: When hand delivering your RFP, proposers must follow the School District's security access procedures. The procedures are as follows:
 - A. Park in visitors' parking area.
 - B. Enter building through the front door.
 - C. Sign-in at the front desk and receive visitor's pass.
 - D. Proceed to the Purchasing Department located in A-Wing, Third Floor, Room A-323.
 - E. Present RFP to Purchasing Department receptionist for official date/time stamping.

PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR RFP TO THE PURCHASING DEPARTMENT, ROOM A-323, A-WING, THIRD FLOOR, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.

3.0 TIME SCHEDULE:

- 3.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s).

October 22, 2001	All written questions and inquiries are due.
November 9, 2001	Proposals due no later than 2:00 PM.
November 13, 2001	* Evaluation Committee Meeting
November 16, 2001	Posting of Recommendation.
December 12, 2001	Recommend proposer(s) to the School Board for approval.

* This is an open, public meeting.

- 3.2 Notification of any changes to the time schedule will be made to proposers by US certified mail or fax.
- 3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

4.0 AWARD:

- 4.1 The District reserves the right to accept or reject any or all proposals.
- 4.2 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- 4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.

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- 4.4 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.
- 4.5 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.
- 4.6 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the School Board of Palm Beach County, Florida, from making multiple awards and to deem all proposals responsive, and to assign work to any firm deemed responsive.
- 4.7 The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

5.0 TERM OF CONTRACT / RENEWAL

- 5.1 The term of this contract shall be for three years from the date of award, and may, by mutual agreement between the School Board and the awardee, be renewable for two additional one-year periods. The Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the awardee prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.

6.0 RFP INQUIRIES:

- 6.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, October 22, 2001. Questions received in writing by the time and date specified will be answered in writing. Sandra Brady is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Mrs. Brady nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

Send all inquiries to attention:

Sandra Brady, Sr. Purchasing Agent
Purchasing Department
School District of Palm Beach County
3326 Forest Hill Boulevard, A-323
West Palm Beach, FL 33406
(561) 434-8172 FAX (561) 434-8185

- 6.2 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.
- 6.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.

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6.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

6.5 No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

7.0 **LOBBYING:**

7.1 **PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED IN THE PURCHASING DEPARTMENT. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.**

7.2 **LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.**

7.3 **ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.**

7.4 **ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.**

8.0 **SCOPE OF SERVICES:**

8.1 The District is seeking proposals from firms offering to provide investment banking services to the District. The District's need for investment banking services may include assistance regarding:

8.1.1 The issuance of Certificates of Participation (C.O.P.) or other lease backed securities to provide financing for the District's capital projects.

8.1.2 The issuance of General Obligation (G.O.) bonds to provide financing for the District's capital projects. The District does not currently have a bond authorization.

8.1.3 The issuance of sales tax revenue bond. The District is exploring the possibility of a sales tax referendum.

8.1.4 The defeasance or refunding of District debt or certificates of participation.

8.1.5 All proposers are hereby notified that there is no guarantee that any of the obligations described above will be issued or issued on a negotiated basis.

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9.0 **EVALUATION COMMITTEE MEETINGS:**

9.1 As stated in Section 3.1 and Section 13.2 a committee will be convened on November 13, 2001 to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per F.S. 119, this is an open public meeting. The meeting will be held at the Fulton Holland Educational Services Center, 3300 Forest Hill Blvd., Suite C-310, West Palm Beach, FL 33406 from 1:00 p.m. – 4:00 p.m.

9.2 **Oral Presentation:** Firms who submit proposals in response to this RFP and are selected by the review panel may be required to give an oral presentation of their proposal to the Evaluation Committee. This will provide an opportunity for firms to highlight their proposals. This is only a fact-finding and explanation session to assist staff in recommending the successful firm and does not include contract award or negotiations. The presentation is to be based upon the written proposals received. The selected proposers will be notified of the time and location of these presentations.

10.0 **PREPARATION AND SUBMISSION:**

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. **It is required that eight (8) copies of the proposal be submitted with the original proposal.**

10.1 **Title Page:** Show the RFP number, subject, name of the proposer, address, telephone number and the date.

10.2 **Table of Contents:** Include a clear identification of the material by section and by page number.

10.3 **Letter of Transmittal:** Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

10.4 **Request for Proposal** Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.

10.5 **Experience and Qualifications of the Firm:** State the experience your firm has had in the last three years with underwriter services. Include responses to Section 11.

10.6 **Qualifications of Staff:** Give the names of individuals who will be assigned to this contract, including their resumes and expand on their experience in the area they will be serving. Give the names, titles and detailed resumes of key employees that would be providing services to the District during the term of this contract. Indicate the level of expertise of each of the staff and the experience in providing these services. Also, identify the individual who would have final responsibility for this contract. Provide an organizational chart that illustrates the reporting structure of the Public Finance Area including those individuals that will be assigned to this contract. Provide the names, titles, addresses, and phone numbers of three client references willing to comment on the investment banking work done for them by the proposing firm during the past three years.

10.7 **Cost of Services:** Provide management fee and itemized expenses as outlined in Section 14.0 D – Cost of Services.

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- 10.8 **Minority/Women Business Participation:** Proposers that are District or State certified minority, women, or disadvantaged business enterprises, at the time of submittal, will be awarded a maximum of ten points. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 28.0 and receive participation points.

Items to be considered for assigning points for minority/women participation shall include but not be limited to:

- A. Statement of minority involvement in the RFP proposal process.
- B. Firm meeting Palm Beach County School Board RFP qualifications and specifications.
- C. Signed agreement attached to RFP proposal for M/WBE firm.
- D. Details of levels of professional services/staffing of M/WBE firm involved throughout the engagement.
- E. Extent of primary firm's commitment to minority/women on a local level.

- 10.9 **Insurance:** Provide proof of your company's insurance as required in this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

11.0 **PROPOSAL SHALL INCLUDE:**

A PROPOSAL MUST ALSO ADDRESS THE FOLLOWING 12 ITEMS, BEYOND ANY OTHER REQUIREMENTS OF THIS RFP, TO BE CONSIDERED COMPLETE. THE RESPONSE TO AN ITEM MUST INCLUDE THE ITEM NUMBER. ITEM RESPONSES SHALL BE PRESENTED IN NUMERICAL ORDER. PROPOSALS NOT ADDRESSING THESE ITEMS IN THIS MANNER MAY BE SUBJECT TO DISQUALIFICATION AT THE SOLE OPTION OF THE DISTRICT.

- 11.1 State whether the firm is local (Florida), regional or national. State your firm's Taxpayer Identification Number.
- 11.2 Describe the structure of the organization including the location of the primary office from which the service is to be provided and the number of public finance staff employed at that office. Include a table showing the number of public finance staff (non-salesforce) employed in Palm Beach County and in Florida.

NOTE: The District's Evaluation Committee reserves the right to interview any or all proposers and to conduct a site visitation to the office of any firm that responds to this RFP during the evaluation process.

- 11.3 Provide a brief summation of the firm's ability and qualifications to serve as an investment banker in the District's proposed financings. Emphasize the strengths of the firm in any relevant areas that you feel the District should weigh in its selection. Any inter-firm comparisons must include supporting documentation of the firm's claims. Misrepresentation concerning an inter-firm comparison is grounds for disqualification of the proposal.
- 11.4 Describe any unique or innovative service (including structured products) the firm has provided to clients (primarily Florida clients) in the issuance of General Obligation Bonds, Revenue Bonds, Certificates of Participation or other capital funding methods.
- 11.5 In what situations would the firm recommend that an issuer purchase an underlying credit rating for insured debt issue?
- 11.6 Describe any litigation or regulatory action filed against the firm in the last five (5) years relating to its providing investment banking services and the resolution thereof.

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- 11.7 Provide the location of the underwriting desk that will be responsible for pricing the District's financings. Include a resume detailing experience of the firm's underwriter at this location who will have responsibility for the pricing.
- 11.8 Provide a brief discussion of the firm's marketing strategy and distribution capabilities of Florida tax-exempt securities as applicable to the District's issuance of Certificates of Participation. State whether your firm has offices and sales representatives in the State of Florida and/or Palm Beach County.
- 11.9 Discuss the trading differentials between bond insurers in today's market.
- 11.10 Discuss your firm's philosophy in allocating securities to co-managers.
- 11.11 Describe any unique or innovative approaches to marketing certificates that the firm has provided to clients (primarily Florida clients) related to capital funding.
- 11.12 Describe your firm's performance related to pricing the most recent three large, long-term, Florida financings where your firm served as senior managing underwriter. Discuss market conditions, distribution of bonds and other factors that impacted the pricing. Prepare a table including the following:
- Sale Date
 - Par Amount by maturity
 - Coupon / Yield
 - Spread to natural AAA MMD
 - Detailed Underwriters Discount including takedown by maturity and all components of expenses.

Financings should be AAA rated (General Obligations Bonds, COPS, or General Governmental Revenue Bonds). Firms submitting to serve solely as co-manager may elect not to complete Section 11.12.

12.0 **REPLACEMENT OF FIRM'S STAFF**

- 12.1 All key (see Section 10.6) personnel assigned by the firm will be clearly identified at the initiation of the contract.
- 12.2 The replacement of any key person assigned to work with the District is subject to approval by the District.
- 12.3 Individuals replacing key personnel must have credentials equivalent or superior to the individuals whom they replace. Resumes of replacement personnel are to be submitted to the District for review and the District reserves the right to interview replacement personnel prior to approval by the District.
- 12.4 The firm will be responsible for the briefing of replacement personnel as to the status of the District's financing at no expense to the District.

13.0 **PROPOSAL EVALUATION PROCESS:**

- 13.1 RFPs are received and publicly opened. Only names of respondents are read at this time.

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- 13.2 An Evaluation Committee, consisting of District personnel and other appropriate parties, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 13.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 14.0.
- 13.4 The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.
- 13.5 The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
- 13.6 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Palm Beach County, Florida.
- 13.7 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- 13.8 The School Board will award or reject any or all proposal(s).
- 14.0 **EVALUATION CRITERIA**

The Evaluation Committee shall rank all proposals received which meet the submittal requirements. The following factors will be considered in ranking the proposals received:

Each firm will be ranked based on the following criteria. The selection of the senior managing underwriter(s) for District financings will be based on Items A - E. The selection of co-managing underwriters will be based on Items A, C and E. In selecting co-managing underwriters, the Evaluation Committee may elect to rank M/WBE firms separately in order to satisfy the District's goals regarding M/WBE firm participation.

**MAXIMUM
POINTS**

- A. **Experience and Qualifications of the Firm** (No Points Awarded) 0

The firm must have, at a minimum, two years of Public Finance experience that shall include previous experience providing underwriting services for a Florida client where the amount issued in one sale exceeded \$100 million (specify senior manager, sole manager or co-manager).

B. Experience of the Primary Individual (Section 10.6)

25

Experience of the Primary Individual

The qualifications and experience of the primary individual based on Florida municipal finance since January 1, 1996. Information presented in a tabular format should include at least date of sale, type of financing, and role of the firm. Relevant experience includes:

- Large Florida governmental financings
- Complex Florida government financings
- Use of creative/innovative financing concepts
- Concepts reducing borrowing costs of the client

Experience of Other Team Members

The qualifications and experience of other team members to be assigned to the project based on the individual providing investment banking services on senior managed financings. The information should be based on experience in Florida municipal finance since January 1, 1996. Relevant experience includes:

- Large Florida governmental financings
- Complex Florida government financings
- Use of creative/innovative financing concepts
- Application of technical tools
- Concepts reducing borrowing costs of the client

Underwriters Counsel

Provide the name, address and principal of the law firm that your firm proposes to serve as underwriters' counsel for the District's financings. Indicate whether or not you have advised the principal of the law firm you propose to serve as underwriters' counsel of the proposed underwriters' counsel fees and expenses included in your response to Section 14.0 D (Price Proposal).

C. Response to Section 11.0 Questions

50

The proposer's responses to the items in Section 11.0 will be evaluated with the intent of rewarding firms showing the ability, commitment, experience and creativity to meet the District's needs for investment banking services. The proposer considered best suited to meeting the District's needs by the Evaluation Committee receives the maximum number of points in this category. 25 points will be allocated to general investment banking experience of the firm (Section 11.1 through 11.6) and 25 points will be allocated to sales and distribution capabilities (Section 11.7 through 11.12).

D. Cost of Services

15

Indicate separately the maximum management fee and any and all itemized expenses (including underwriter's counsel fees and expenses) which your firm would propose as senior managing underwriter for a \$100 million Certificates of Participation financing. Indicate which components of the fee proposal, including itemized expenses, would be fixed and which would be priced on a per certificate basis. Include a second cost proposal to be used in the event the School District employs separate disclosure counsel.

For purposes of your price proposal, assume that the senior managing underwriter will receive 100% of the management fee and that co-managing underwriters will not be reimbursed for expenses. Also assume that the District's goals for the financing call for allocating 40% of certificates/risk to the senior managing underwriter and 60% of certificates/risk to the co-managing underwriters.

Total compensation for each District offering will be determined by negotiation between the senior managing underwriter, on behalf of the underwriters, and the District and its Financial Advisor.

E. Minority/Women Business Participation

10

Total 100

15.0 CANCELLATION OF AWARD/TERMINATION:

15.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

15.2 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.

15.3 The awardee(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

15.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

16.0 DEFAULT:

16.1 In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

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17.0 **LEGAL REQUIREMENTS:**

17.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any manner affect the items covered herein which may apply. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

17.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

18.0 **FEDERAL AND STATE TAX:**

18.1 The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

19.0 **CONFLICT OF INTEREST:**

19.1 All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

20.0 **INSURANCE REQUIREMENTS:**

20.1 Proof of the following insurance will be furnished by the awarded proposers/bidders to the School District of Palm Beach County by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School District.

20.2 Original Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Palm Beach County School District's Purchasing Department, ATTN: Sandra Brady, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

20.3 Thirty days written notice must be provided to the Palm Beach County School District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

20.4 The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

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- A. **WORKERS' COMPENSATION:** Proposer(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
- B. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

- D. **PROFESSIONAL LIABILITY:** The awarded proposer/bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$5,000,000 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the Palm Beach County School District and each officer, agent and employee of the Palm Beach County School District against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

This policy must be continued or tail coverage provided for two years after completion of the project.

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21.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT:

- 21.1 Awarded proposers/bidders shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
 - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
 - C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.
- 21.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- 21.3 Any costs or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the contractor.
- 21.4 Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

22.0 PUBLIC RECORDS LAW:

- 22.1 All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.

23.0 PERMITS AND LICENSES:

- 23.1 The proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

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24.0 INTELLECTUAL PROPERTY RIGHTS:

24.1 The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the School District.

25.0 COST INCURRED IN RESPONDING:

25.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

26.0 SUB-CONTRACTS:

26.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

26.2 The proposer(s) will be fully responsible to the District for the acts and omissions of the sub-proposer(s) and their employees.

26.3 After award of contract, any changes in subcontractors or subproposers requires prior School District written approval.

27.0 INDULGENCE:

27.1 Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

28.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION:

28.1 The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-proposers in contracting opportunities.

28.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this RFP.

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- 28.3 Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged business enterprises can be made to the District's Office of Diversity in Business Practices, 3322 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508. All companies using minority, woman, or disadvantaged sub-proposers will complete the M/WBE SUBCONTRACTING UTILIZATION REPORT (Form 1528) which can be obtained from the Office of Diversity in Business Practices (address listed above). This form will be submitted with all requests for payment.
- 28.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.
- 28.5 The Palm Beach County School District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Minority Business Advocacy and Assistance Office or the Palm Beach County School District's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Minority Business Advocacy and Assistance Office the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the Palm Beach County School District or the State of Florida Minority Business Advocacy and Assistance Office shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.
- 28.6 The Palm Beach County School District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Minority Business Advocacy and Assistance Office for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.
- 29.0 **PUBLIC ENTITY CRIMES:**
- 29.1 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/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs 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.
- 29.2 The proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

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30.0 USE OF OTHER CONTRACTS:

30.1 The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. **The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**

31.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

31.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.

31.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the School District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

32.0 POSSESSION OF FIREARMS / DRUG FREE WORKPLACE:

32.1 Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 17.1.

32.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

32.3 No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

32.4 If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

33.0 AGREEMENT:

33.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the District. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the agreement (Sample Contract), the terms of the agreement shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

34.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS:

34.1 This RFP will be posted for review by interested parties, at 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL, on the date of RFP mailing and will remain posted for a period of 10 days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

35.0 POSTING OF RFP RECOMMENDATION / TABULATIONS:

35.1 RFP recommendations and tabulations will be posted in the Purchasing Department for review by interested parties, at 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL, on November 16, 2001 at 3:00 p.m., and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.

35.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

35.3 If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3), and Section 7.3 of this proposal and School Board Policy 6.14.

35.4 Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

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Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3322 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
<http://www.palmbeach.k12.fl.us/bids/mwbe>

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification _____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

<u>Vendor</u>	<u>Estimated Dollar Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

For information on other bids currently being solicited for the School District of Palm Beach County, please call the BID HOTLINE at (561) 434-8111.

Bids/RFPs are available to view and print at no charge on the Purchasing Department's Internet Hotline. Simply go to <http://www.palmbeach.k12.fl.us/bids> and click on those documents you are interested in. This will allow you to register, view and print the solicitation.

3 ATTACHMENTS

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 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 bid 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 bid, 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 this firm complies fully with the above requirements.

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached bid at time of bid opening to be considered.
PBSD 0580 New 3/91

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: **Department of Purchasing, School District of Palm Beach County, 3326 Forest Hill Boulevard, West Palm Beach, FL 33406-5813.** (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Palm Beach County.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your bid No. SB _____

for _____ because of the following reasons:
Service/Commodity

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to the invitation to bid.

_____ Remove our name from this bid list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet bond requirements.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____