

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

REQUIRED RESPONSE FORM

03C-020M

May 23, 2003

TITLE: RFP FOR INVESTMENT ADVISORY SERVICES

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 P.M. on June 12, 2003, and plainly marked RFP-03C-020M. 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 32 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: _____

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
INVESTMENT ADVISORY SERVICES**

INDEX

- 1.0 INTRODUCTION
- 2.0 INSTRUCTIONS TO PROPOSER
- 3.0 TIME SCHEDULE
- 4.0 AWARD
- 5.0 TERM OF CONTRACT / RENEWAL
- 6.0 FUNDING OUT, TERMINATION, CANCELLATION
- 7.0 RFP INQUIRIES
- 8.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT
- 9.0 LOBBYING
- 10.0 SCOPE OF SERVICES
- 11.0 EVALUATION COMMITTEE MEETINGS
- 12.0 PREPARATION AND SUBMISSION
- 13.0 EXPERIENCE AND QUALIFICATIONS OF THE FIRM:
- 14.0 QUALIFICATIONS OF PERSONNEL:
- 15.0 INVESTMENT STRATEGIES, TRACKING AND REPORTING
- 16.0 COST OF SERVICES:
- 17.0 MINORITY/WOMEN BUSINESS PARTICIPATION:
- 18.0 INSURANCE:
- 19.0 ORAL PRESENTATION
- 20.0 PROPOSAL EVALUATION PROCESS:
- 21.0 EVALUATION CRITERIA
- 22.0 CANCELLATION OF AWARD/TERMINATION
- 23.0 DEFAULT
- 24.0 DEBARMENT
- 25.0 LEGAL REQUIREMENTS
- 26.0 FEDERAL AND STATE TAX
- 27.0 CONFLICT OF INTEREST
- 28.0 INSURANCE REQUIREMENTS
- 29.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT
- 30.0 PUBLIC RECORDS LAW
- 31.0 PERMITS AND LICENSES
- 32.0 INTELLECTUAL PROPERTY RIGHTS
- 33.0 COST INCURRED IN RESPONDING
- 34.0 SUB-CONTRACTS
- 35.0 INDULGENCE
- 36.0 JOINT PROPOSAL
- 37.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION
- 38.0 PUBLIC ENTITY CRIMES
- 39.0 USE OF OTHER CONTRACTS
- 40.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT
- 41.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY
- 42.0 AGREEMENT
- 43.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS
- 44.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

REQUEST FOR PROPOSAL NO. 03C-020M

ATTACHMENTS

- A. M/WBE Subcontractor Participation Letter of Intent
- B. M/WBE Subcontractor Participation Summary
- C. Drug-Free Workplace Certification
- D. Statement of No Bid
- E. Sample Contract
- F. Beneficial Interest and Disclosure of Ownership Affidavit
- G. Current Investment Policy for the School District of Palm Beach County, Florida.

SCHOOL DISTRICT OF PALM BEACH COUNTY
REQUEST FOR PROPOSAL FOR
INVESTMENT ADVISORY SERVICES

1.0 INTRODUCTION

- 1.1 This is a Request for Proposal (RFP) for **INVESTMENT ADVISORY SERVICES** 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 P.M., on June 12, 2003. 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 **SEVEN (7)** photocopies of the proposal must be sealed in one package and clearly labeled "**REQUEST FOR PROPOSAL FOR INVESTMENT ADVISORY SERVICES**" 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.

REQUEST FOR PROPOSAL NO. 03C-020M

- 2.9 **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. 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 RECEPTIONIST, 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).

May 29, 2003	All written questions and inquiries are due by 5:00 P.M.
June 12, 2003	Proposals due no later than 2:00 P.M.
June 17, 2003	Evaluation Committee Meeting, 9:00 A.M. –12:00 Noon location, Maintenance Department, 3300 Summit Boulevard, West Palm Beach Florida
June 23, 2003	Oral Presentation and Final Evaluation, if required. [From 9:00 A.M. –12:00 Noon, Training Room B, C-Wing, Fulton Holland Education Service Center, 3326 Forest Hill Boulevard, West Palm Beach Florida]
June 24, 2003	Posting of Recommendation.
July 16, 2003	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, e-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.
- 4.4 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

REQUEST FOR PROPOSAL NO. 03C-020M

- 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 It is the intent to award a contract for an initial three (3) year period with the option to renew for one (1) 2 year renewal. The decision to renew the contract will be at the sole discretion of District. 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 FUNDING OUT, TERMINATION, CANCELLATION

- 6.1 Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- 6.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.
- 6.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this RFP for lack of appropriated funds upon the same terms and conditions as set forth in Section 22.0, Cancellation of Award / Termination.

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the services being terminated with services similar to those covered in this RFP from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of all further obligations in any way related to such equipment covered herein”.

- 6.4 This completed statement must be included as part of any contract submitted by the successful proposer. No contract will be considered that does not include this provision for “funding out”.

REQUEST FOR PROPOSAL NO. 03C-020M

7.0 **RFP INQUIRIES**

7.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 P.M. EST, May 29, 2003. Questions received in writing by the time and date specified will be answered in writing. Mrs. Miriam Chinchilla 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. Miriam Chinchilla 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:

Mrs. Miriam Chinchilla, Purchasing Agent III
Purchasing Department
School District of Palm Beach County
3326 Forest Hill Boulevard
West Palm Beach, FL 33406
(561) 434-8213 FAX (561) 434-8185
chinchillam@palmbeach.k12.fl.us

7.2 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.

7.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.

7.4 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 that includes postponement of the date for receipt of proposals.

7.5 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.

8.0 **BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT**

8.1 The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The affidavit must be returned to the Purchasing Department with the RFP or within three days of request. See ATTACHMENT F.

9.0 **LOBBYING**

9.1 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 AT THE PURCHASING DEPARTMENT RECEPTION CENTER. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

REQUEST FOR PROPOSAL NO. 03C-020M

- 9.2 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 POSTED RECOMMENDATION ON THE AWARD OF THIS CONTRACT.
- 9.3 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.
- 9.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.
- 10.0 **SCOPE OF SERVICES**
- 10.1 Specific responsibilities of the selected investment manager will include, but not be limited to the following:
- 10.2 Manage on a daily basis the District's separate investment portfolios pursuant to the specific, stated investment objectives. Place all orders for the purchase and sale of securities, communicate settlement information to District staff and assist in coordinating security settlement.
- 10.3 Serve as a general resource to District staff for information, advice and training (including statute-mandated annual 8 hours for staff) regarding fixed income securities, investments, and Treasury operations.
- 10.4 Attend meetings with the School Board, Finance Committee and District staff as needed.
- 10.5 Work with District staff to develop cash flow projections to ensure that the investment strategy is consistent with District's cash requirements.
- 10.6 Provide monthly statements on investment activity, earnings and the value of the investment portfolio. These reports must include a mark-to-market valuation. The selected investment manager must maintain accurate reports of investments including the diversity of investments and compliance with applicable investment policies of District and State of Florida statutes.
- 10.7 Provide quarterly investment reports including a description of market conditions, investment strategies employed, performance, benchmark performance and suggested changes to investment strategy.
- 10.8 Conduct all aspects of the investment program in compliance with the arbitrage and rebate requirements of the U.S. Treasury, currently described in Section 148 of the Internal Revenue Code of 1986 as amended and of the related Code of Federal Regulations. The awarded firm must comply with the District's Investment Policy. If there is a change to the District's current policy the awarded firm must comply with the District's Investment Policy changes as they occur.

REQUEST FOR PROPOSAL NO. 03C-020M

10.9 Provide annual and “computation date” calculations of arbitrage earnings for each outstanding bond issue and keep District apprised of any changes in arbitrage compliance regulations that may occur during the term of the contract.

10.10 The investment advisors WILL NOT provide custodial services or security safekeeping.

11.0 **EVALUATION COMMITTEE MEETINGS**

11.1 As stated in Section 3.1 and Section 20.2 a committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per F.S. 286.011, this is an open public meeting. Notification will also be posted for review by interested parties at the School District of Palm Beach County, 3300 Summit Boulevard, West Palm Beach, FL 33406.

12.0 **PREPARATION AND SUBMISSION**

12.1 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 SEVEN (7) copies of the proposal be submitted with the original proposal.**

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

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

12.4 **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.

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

13.0 **EXPERIENCE AND QUALIFICATIONS OF THE FIRM:**

13.1 State the experience your firm has had in the last five years with investment advisor services.

13.2 **Minimum Qualifications:** To be considered by District, proposing investment advisors must:

13.2.1 Have a minimum of five years of experience in managing short and medium term fixed income assets for state and local governments.

13.2.2 Currently manage at least \$2 billion of domestic fixed income assets.

13.2.3 Assign an account manager to the District account with a minimum of ten years experience managing short and medium term fixed income investments.

13.2.4 Be familiar with all applicable Florida statutes with regard to qualified investments for public entities.

13.2.5 Be registered with the Securities and Exchange Commission under the Investment Advisor's Act of 1940.

13.2.6 Demonstrate experience in the calculation of arbitrage rebate amounts and display an understanding of the related issues and constraints of the arbitrage regulations and laws.

REQUEST FOR PROPOSAL NO. 03C-020M

- 13.2.7 Be financially solvent and appropriately capitalized to be able to service District for the duration of the contract.
- 13.2.8 Have Errors & Omissions and Fiduciary Liability Insurance coverage of at least \$10 million.
- 13.2.9 Adhere to the Code of Professional and Ethical Standards as described by AIMR.
- 13.3 **Firm's Background**
 - 13.3.1 Describe the organization, date founded and ownership of your firm. Has the firm experienced a significant change in organizational structure, ownership or management during the past three years and, if so, please describe.
 - 13.3.2 Describe any other business affiliations (e.g., subsidiaries, joint ventures, "soft dollar" arrangements with brokers).
 - 13.3.3 Identify the types of accounts primarily managed by your firm.
 - 13.3.4 Does your firm have an office in the State of Florida? Where is/are the office(s) located and identify the number of employees located at each office.
 - 13.3.5 Is your firm a registered investment advisor under the Investment Advisor's Act of 1940? Please attach Part II of your most recent Form ADV.
 - 13.3.6 Describe any SEC, NASD or any other regulatory censure or litigation involving your firm during the past five (5) years.
 - 13.3.7 Summarize fidelity bond coverage, errors and omissions, employee dishonesty, fiduciary liability insurance, or other fiduciary coverage your firm carries. Provide a Certificate of Insurance.
 - 13.3.8 Provide a copy of your firm's most recent audited financial statement.
 - 13.3.9 Provide a copy of your firm's code of ethics. Does it comply with the Code of Professional and Ethical Standards as described by AIMR?
 - 13.3.10 Describe your firm's experience in managing investment portfolios for public funds and governmental entities including any relevant experience managing public funds and bond proceeds in Florida.
 - 13.3.11 Summarize your assets under management (institutional only) over the past five years by the following categories: short-term operating funds medium-term operating funds, long-term operating funds and bond proceeds funds. Categorize the assets as Government Institutions and Other Institutions. Provide performance information and compare with the District's benchmarks as described in the District's investment policy.
 - 13.3.12 What is your firm's experience in developing investment policies and portfolio management guidelines for government operating funds?
 - 13.3.13 Does your firm act as a broker or as a primary dealer in securities or receive any other form of additional compensation (including soft dollars) for client transactions aside from the direct fees paid by clients?

REQUEST FOR PROPOSAL NO. 03C-020M

13.3.14 Provide five client references (public references in Florida, if possible) including client name, contact name, address, phone number, length of time you have managed their assets, a list of any other related services provided (e.g. arbitrage rebate calculations, cash flow analysis, etc.) and the firm's primary for the client.

13.4 **Investment Management Approach and Discipline**

13.4.1 Briefly describe your firm's investment management philosophy.

13.4.2 Describe the investment program you are proposing for District, including the type of securities you propose to purchase, how the funds will be managed after the initial investments are made and how you will provide liquidity.

13.4.3 What are the primary strategies employed by your firm for adding value to portfolios (e.g., market timing, credit research, etc.)?

13.4.4 Describe how investment ideas are originated, researched, and how the ultimate investment decision is made. Explain how investment decisions are then implemented, monitored and evaluated.

13.4.5 Describe your firm's research capabilities and resources. Does your firm assign credit research to specialists?

13.4.6 Provide your firm's intermediate-term investment (0-3 year) performance for the most recent five years. Please show annualized quarterly returns and performance, gross of all management fees.

13.4.7 Briefly describe any additional features, attributes or conditions, which District should consider in selecting your firm.

14.0 **QUALIFICATIONS OF PERSONNEL:**

14.1 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.

14.2 Provide a summary organizational chart showing your proposed project team including analytical investment and research staff, other decision support and back office support. Identify the primary contact and describe the roles of each key person.

14.3 Provide detailed resumes for all key investment professionals who will be directly responsible for the investment of District funds. Include the following information; title, number of years at your firm, total number of years of experience, professional designations or licenses.

14.4 Describe your firm's activities to keep portfolio managers informed of developments relevant to the management of local government funds.

14.4.1 **Replacement Of Firm's Staff:** Replacement personnel must have credentials equivalent, at least, to the individuals whom they replace. Resumes of replacement personnel are to be submitted to the District Auditor for review and approval prior to performing work under this RFP. All key personnel assigned by the firm will be clearly identified at the initiation of the contract. The replacement of any key person assigned to work with the District is subject to approval by the District. Individuals replacing key personnel must have credentials equivalent or superior to the individuals whom they replace.

REQUEST FOR PROPOSAL NO. 03C-020M

14.4.2 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.

14.4.3 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.

15.0 **INVESTMENT STRATEGIES, TRACKING AND REPORTING**

15.1 **Arbitrage Rebate Compliance, Tracking and Reporting:**

15.1.1 Describe your firm's experience in developing and implementing investment strategies for the proceeds of tax-exempt bond proceeds.

15.1.2 What measures does your firm take to ensure that all investments are executed in compliance with the IRS's Fair Market Rules?

15.1.3 Describe how your firm stays informed of the latest interpretations and guidelines issued by the U.S. Treasury Department.

15.1.4 Describe the assurance your firm can provide that work performed is consistent with current federal tax and other applicable laws and that the arbitrage rebate liability has been minimized to the extent legally required.

15.1.5 Provide the number of issues and total assets for which you currently provide arbitrage rebate tracking.

15.2 **Accounting and Reporting**

15.2.1 Describe the investment accounting and reporting system used by your firm and if it complies with AIMR standards.

15.2.2 Describe the frequency and format of reports that you would provide to District (including the methods and formulas used to calculate yield and performance). Sample reports should be included. List reports available to client through the Internet.

15.2.3 What performance benchmark would you suggest for the District's portfolios given the current investment policy requires a short-term and a long-term benchmark?

16.0 **COST OF SERVICES:**

16.1 Provide the fee schedule that would apply to this account including a schedule of fees (if any) for arbitrage rebate calculation. Would fees be billed on a monthly or quarterly basis?

16.2 What expenses, not covered by the fees, will the District be expected to pay?

16.3 Provide a sample of a proposed contract for your firm's services.

REQUEST FOR PROPOSAL NO. 03C-020M

17.0 MINORITY/WOMEN BUSINESS PARTICIPATION:

17.1 Proposers are to indicate the extent and nature of the M/WBE's scope of work with specificity as it relates to the services described in the RFP. Proposers shall provide certification with the District, or the State of Florida, Office of Supplier Diversity, or its successors. Proposers that are District, or State of Florida Office of Supplier Diversity, or its successors certified minority, women, or disadvantage business enterprises, at the time of submittal, will be awarded a maximum of ten points. Maximum points will be awarded for 15% or greater minority participation. Points will be pro-rated for less than 15% minority participation. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 37.0 and receive participation points.

Points for utilization of certified M/WBE subcontractors shall be assigned as follows:

15% and over	10 points
9% - 14%	8 points
4% - 8%	6 points
1% - 3%	4 points
0%	0 points

18.0 INSURANCE:

18.1 Provide proof of your company's insurance as required in Section 28.0 of this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

19.0 ORAL PRESENTATION

19.1 Firms who submit proposals in response to this RFP and are selected by the Evaluation Committee 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. If Oral Presentations are required by the Evaluation Committee, proposers would be notified as to time and location for presentations.

20.0 PROPOSAL EVALUATION PROCESS:

20.1 RFP's are received and publicly opened. Only names of respondents are read at this time.

20.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

20.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 21.0.

20.4 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.

REQUEST FOR PROPOSAL NO. 03C-020M

- 20.5 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.
- 20.6 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Palm Beach County, Florida.
- 20.7 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- 20.8 The School Board will award or reject any or all proposal(s).

21.0 **EVALUATION CRITERIA**

The Evaluation Committee shall rank all proposals received, which meet the submittal requirements, recommendations of award will be made to the firm with the highest total points.

Qualified proposers will be issued purchase orders authorizing a maximum cost of services on an as-needed basis.

	<u>MAXIMUM POINTS</u>
A. <u>Experience and Qualifications of the Firm</u> See Section 13.0	40
B. <u>Qualifications of Personnel</u> See Section 14.0	20
C. <u>Investment Strategies, Tracking and Reporting</u> See Section 15.0	20
D. <u>Cost of Services</u> See Section 16.0	10
E. <u>Minority/Women Business Participation</u> See Section 17.0	10
Total	<u>100</u>

22.0 **CANCELLATION OF AWARD/TERMINATION**

- 22.1 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.

REQUEST FOR PROPOSAL NO. 03C-020M

22.2 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for no 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.

22.3 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.

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

23.0 DEFAULT

23.1 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.

24.0 DEBARMENT

24.1 The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

25.0 LEGAL REQUIREMENTS

25.1 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.

25.2 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.

26.0 FEDERAL AND STATE TAX

26.1 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.

REQUEST FOR PROPOSAL NO. 03C-020M

27.0 **CONFLICT OF INTEREST**

27.1 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.

28.0 **INSURANCE REQUIREMENTS**

28.1 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.

28.2 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: Mrs. Miriam Chinchilla, 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.

28.3 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.

28.4 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.

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 \$1,000,000 with a deductible not to exceed \$5,000. 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.

29.0 **INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

29.1 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.

29.2 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.

REQUEST FOR PROPOSAL NO. 03C-020M

29.3 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.

29.4 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.

PUBLIC RECORDS LAW

30.1 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.

PERMITS AND LICENSES

31.1 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.

INTELLECTUAL PROPERTY RIGHTS

32.1 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.

COST INCURRED IN RESPONDING

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

SUB-CONTRACTS

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

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

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

REQUEST FOR PROPOSAL NO. 03C-020M

35.0 **INDULGENCE**

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

36.0 **JOINT PROPOSAL**

36.1 In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

37.0 **SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION**

37.1 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.

37.2 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. **ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). ATTACHMENT A.**

37.3 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, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/bids/mwbe>. All companies using minority, woman, or disadvantaged sub-proposers will complete the **M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – ATTACHMENT B.** This form must be submitted with all requests for payment.

37.4 Minority Business Enterprise (MBE) indicates a business entity that 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.

REQUEST FOR PROPOSAL NO. 03C-020M

- 37.5 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.
- 37.6 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.
- 38.0 **PUBLIC ENTITY CRIMES**
- 38.1 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/RFP's 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.
- 38.2 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.
- 39.0 **USE OF OTHER CONTRACTS**
- 39.1 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.**
- 40.0 **ASSIGNMENT OF CONTRACT AND/OR PAYMENT**
- 40.1 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.
- 40.2 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.

REQUEST FOR PROPOSAL NO. 03C-020M

41.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

- 41.1 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 25.1.
- 41.2 "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.
- 41.3 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.
- 41.4 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.
- 41.5 Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with FS 435.04 will enter onto any school site.

42.0 AGREEMENT

- 42.1 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.

43.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS

- 43.1 This RFP will be posted for review by interested parties, at the Purchasing Department Reception Center, 3326 Forest Hill Boulevard, Lobby Area, West Palm Beach, FL, on the date of RFP electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

44.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

- 44.1 RFP recommendations and tabulations will be posted at the Purchasing Department Reception Center for review by interested parties, at 3326 Forest Hill Boulevard, Lobby Area, West Palm Beach, FL, on June 24, 2003 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.

REQUEST FOR PROPOSAL NO. 03C-020M

- 44.2 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 a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.
- 44.3 If a proposer wishes to protest a RFP, they must do so in strict accordance with the procedures outlined in FS 120.57(3), and Section 9.3 of this proposal and School Board Policy 6.14.
- 44.4 Any person who files an action protesting an RFP specification, a decision or intended decision pertaining to this RFP 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.

REQUEST FOR PROPOSAL NO. 03C-020M

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 _____

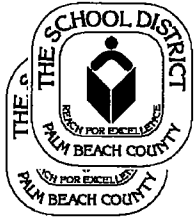
If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

<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.

6 ATTACHMENTS



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3326 FOREST HILL BOULEVARD, A-323 • WEST PALM BEACH, FLORIDA 33406-5813 • (561) 434-8506

Minority Women Business Enterprise (M/WBE) Subcontractor Participation Letter of Intent

BID/RFP or Project Name INVESTMENT ADVISORY SERVICES

BID/RFP or Project Number 03C-020M

Name of Bidder _____

The undersigned intends to perform work with the above project as *(check one)*

- Individual Partnership Corporation Joint Venture

(NOTE: If a joint venture, attach letterhead or other documentation proving relationship.)

The undersigned intends to perform work with the above BID/RFP or project as *(check one)*

- Subcontractor Manufacturer Supplier

The undersigned is:

- Certified with the School District of Palm Beach County M/WBE Coordinator
- Certified with the State of Florida, Department of General Services

The undersigned is *(check only one in each applicable column)*:

- | | | |
|---|--|---------------------------------|
| <u>COLUMN 1</u> | <u>COLUMN 2</u> | <u>COLUMN 3</u> |
| <input type="checkbox"/> American Indian/Alaskan Native | <input type="checkbox"/> Physically Disabled | <input type="checkbox"/> Female |
| <input type="checkbox"/> Asian/Pacific Islander | | <input type="checkbox"/> Male |
| <input type="checkbox"/> Black, Non-Hispanic | | |
| <input type="checkbox"/> Hispanic | | |
| <input type="checkbox"/> Multiracial | | |
| <input type="checkbox"/> White, Non-Hispanic | | |

PARTICIPATION: The undersigned intends to perform the following work in connection with the above

	CONTRACT (TRADE) ITEMS	AMOUNT

Name of MWBE Subcontracting Firm _____

Name and Position (type or print) _____

SIGNATURE

DATE

REQUEST FOR PROPOSAL NO. 03C-020M



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
 PURCHASING DEPARTMENT
 3326 FOREST HILL BOULEVARD, A-323 • WEST PALM BEACH, FLORIDA 33406-5813 • (561) 434-8506

ATTACHMENT B

**Minority Women Business Enterprise (M/WBE)
 Subcontractor Participation Summary**

BID/RFP or Project Name **INVESTMENT ADVISORY SERVICES**

BID/RFP or Project Number **03C-020M**

Total Bid (Base and Alternatives) _____

TO DIRECTOR OF PURCHASING DEPARTMENT

The M/WBE Subcontractor firms listed below have agreed to participate in this BID/RFP or project for the Contract (Trade) Items and the dollar amounts shown. Letter(s) on Intent (*PBSD 1525*) for each Subcontractor is (are) attached.

Those Subcontractors represented to me as M/WBE Certified by the M/WBE Coordinator are noted. Also noted are those Subcontractors not presently certified but representing themselves as M/WBE qualified for certification. For those Subcontractors, an identification Statement is attached to their Letter of Intent (*PBSD 1525*).

CONTRACTOR	CERTIFIED		CONTRACT (TRADES) ITEMS	AMOUNT
	YES	NO		
Total M/WBE Subcontractor Participation				\$
Percentage of Total Bid (Base & Alternates)				%

Contracting Firm Name _____

Name and Position (type or print) _____

 SIGNATURE DATE

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 RFP No. **03C-020M** for **INVESTMENT ADVISORY SERVICES** because of the following reasons:

_____ 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: _____

**CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND**

This contract entered into this _____ day of _____, 200_, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and _____, located at _____, (hereinafter referred to as the "Contractor") to provide **INVESTMENT ADVISORY SERVICES**.

SECTION I - Term of Contract

This contract shall be for the period beginning _____, 200_ through _____, 200_. The contract may be renewed for _____ additional one-year periods at the annual anniversary date. The contract will not extend beyond the _____ year.

SECTION II - Services

The Contractor shall provide **INVESTMENT ADVISORY SERVICES** per specifications in RFP 03C-020M and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. All addenda issued to RFP 03C-020M, if any, are also made a part of this contract.

SECTION III - Cost of Services

The Contractor shall be paid for services as listed in the RFP and awarded for **INVESTMENT ADVISORY SERVICES** for the School Board of Palm Beach County.

SECTION IV - Terms and Conditions

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the authorized representative of the Contractor. Such notice must be received at least 30 days prior to the effective date of termination and the Contractor shall only be entitled to compensation up to the date of termination. The Contractor shall not be entitled to lost profits.

REQUEST FOR PROPOSAL NO. 03C-020M

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of completion of the contract. The School Board shall establish the expiration date of the contract for use thereof.

There shall be no assignment of the contract or compensation to be derived therefrom by the Contractor.

Included in this Agreement are the terms and conditions as described in the Request for Proposal, RFP 03C-020M, which are incorporated by reference herein and made a part hereof.

SECTION V - Indemnification

The Contractor agrees to protect, defend, reimburse, indemnify and hold the School Board, its agents, employees and elected officials, and each of them free and harmless at all times from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatever kind or nature whether arising during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the Contractor or anyone acting under its direction or control, or on its behalf in connection with or incident to the performance of this contract. The Contractor's aforesaid indemnity and hold harmless obligations, or portions of applications thereof, shall apply to the fullest extent permitted by law but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the School Board, its elected officials, employees and authorized agents. The Contractor represents that they have received adequate consideration from the Board for the indemnification herein provided by Florida Statute Chapter 725.06(2). This representation shall survive the contract or payment to the Contractor.

SECTION VI - Insurance

Insurance will be required as stated in RFP 03C-020M. The School Board of Palm Beach County shall be named as additional insured.

SECTION VII - Amendment

This contract shall only be amended or modified in writing executed by both parties.

SECTION VIII - Strict Performance

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida.

If any litigation shall result from this agreement, venue shall lie in Palm Beach County, Florida, and the prevailing party shall be entitled to attorney's fees and court costs.

This agreement shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This agreement is binding on the parties hereto, their heirs, successor and/or assigns.

Section IX

Should either party breach this agreement, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written.

(CONTRACTOR NAME)

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

BY: _____

BY: _____

Chairman

WITNESS: _____

Date

WITNESS: _____

Attest: _____

Superintendent

Reviewed and Approved:

DATE: _____

BY: _____

Attorney

REQUEST FOR PROPOSAL NO. 03C-020M

Project: INVESTMENT ADVISORY SERVICES

Bid No.: 03C-020M

Corporation Name: _____ Tax FEIN Number: _____

BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

STATE OF _____ COUNTY OF _____

Before me, the undersigned authority, personally appeared, _____, ("Corporate Representative") this _____ day of _____, 200____, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Table with 3 columns: Name, Address, Percentage. Contains three rows for listing owners.

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Table with 3 columns: Name, Address, Percentage. Contains three rows for listing proxy holders.

C. Stock held for others and for whom held:

Table with 3 columns: Name, Address, Percentage. Contains six rows for listing stock holdings, alternating between Name and For Whom Held.

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 200____, by _____. Such person(s). (Notary Public must check applicable box):

[] is/are personally known to me. [] produced a current driver license(s). [] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Print, Type or Stamp Name of Notary Public)

Please [click here](#) to view the Investment Policy (Attachment G).