

RFP REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Purchasing Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number and Title: 10-021-CAR, Underwriting Services

Description: Qualified Underwriters to be members of the County's underwriting team

Receiving Period: Prior to 2:00p.m., Wednesday, December 9, 2009

Bid Opening: Wednesday, December 9, 2009 at 2:00 p.m. or as soon as possible thereafter.

This form is for bid registration only. Please scroll down for additional information.

Special Instructions: N/A

**RFP REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-0055**

Carefully complete this form and mail or fax it to the Purchasing Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

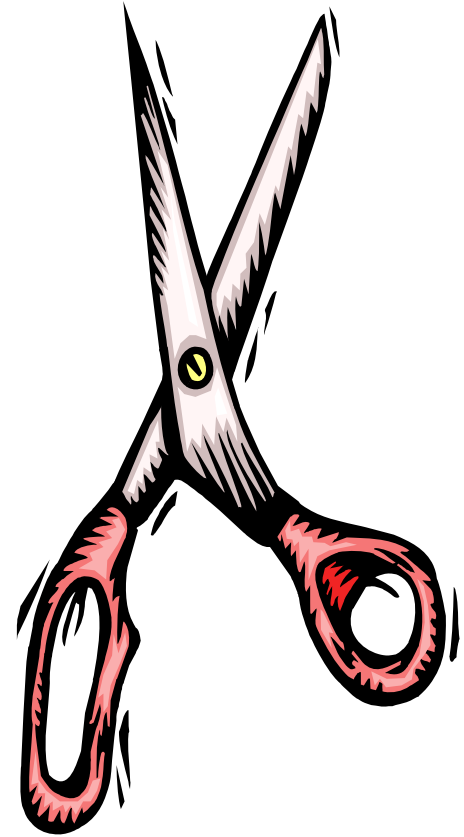
Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ E-mail: _____

Cut along the outer border and affix this label to your sealed envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the RFP where requested.

<p>SEALED RFP • DO NOT OPEN</p> <p>SEALED RFP NO.: <u>10-021-CAR</u></p> <p>RFP TITLE: <u>Underwriting Services</u></p> <p>DUE DATE/TIME <u>December 9, 2009 prior to 2:00 P.M.</u></p> <p>SUBMITTED BY: _____ (Name of Company)</p> <p>DELIVER TO: PURCHASING DIVISION 2470 Clower Lane Bartow, Florida 33830</p>



POLK COUNTY BOARD OF COUNTY COMMISSIONERS

Purchasing Division
Audry Aroney Reeves
Interim Purchasing Director

REQUEST FOR PROPOSAL 10-021-CAR UNDERWRITING SERVICES

Sealed proposals will be received in the Purchasing Division, **December 9, 2009 prior to 2:00p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal. Failure to follow these instructions could result in Proposer disqualification.

This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the proposer to determine issuance of documents directly with the Purchasing Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the proposer should not rely on such sources for information regarding the solicitation

Questions regarding this proposal must be in writing and must be sent to Chris Rewis, Interim Contract Manager, email: chrisrewis@polk-county.net fax (863) 534-0055. All questions must be received by November 23, 2009.

Prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, any employee of Polk County, any employee of the Clerk's Office, other than the Interim Purchasing Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

Proposals may be mailed, express mailed or hand delivered to:

Purchasing Division
2470 Clower Lane
Bartow, Florida 33830

INTRODUCTION

Polk County, a political subdivision of the State of Florida, is soliciting proposals from qualified Underwriters to be members of the County's underwriting team.

SCOPE OF SERVICES

The County anticipates selecting Senior Managers and Co-Managers which may be involved in a specific transaction based on the nature and characteristics of the transaction and the underwriter. The team is anticipated to be established for a three year period with two optional one year renewals. Selection for the team does not obligate the County to utilize any underwriter on any transaction. The County is requesting that all interested firms submit a proposal pursuant to the terms and conditions set forth herein. The County's Bond Counsel is Holland & Knight, the County's Disclosure Counsel is Bryant, Miller Olive, and the County's Financial Advisor is RBC Capital Markets.

AGREEMENT

The term of this agreement will be for three (3) years. The County shall have the option of extending the agreement for up to two (2) one year extensions, as approved by the County, at the same terms and conditions by giving the firm written notice not less than thirty (30) days prior to the expiration of the initial term. The Board of County Commissioners will approve and execute each extension or terminate the agreement at the end of any given term.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses shall be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal responses shall be contained within a three (3) ring binder

Each proposal shall contain:

- Transmittal letter: Each response should be accompanied by a letter of transmittal not exceeding one (1) page which summarizes key points of the response and which is signed by an officer of the firm authorized to commit the firm's resources – preferably the individual who will be responsible to the County on a day-to-day basis.

- Underwriting Experience: Provide a summary table of the firm's underwriting experience for municipal bonds since January 1, 2005. Please group the table by total number of issues and per amount as both senior manager and co-manager for both Florida and national transactions. Provide examples of the firm's experience that would be relevant to the County. Include lists of the transactions as an appendix (Maximum 2 pages)
- Personnel: Identify the day-to-day professional assigned to work with the County and provide a brief resume which describes their relevant professional and Florida bond experience. Include similar information for other key members of the firm assigned to work with the County. (Maximum 2 pages)
- Marketing and Distribution Capabilities: Provide a discussion of the firm's marketing and distribution capabilities for the County's bonds. Provide the number of institutional and retail salespeople, underwriters and traders for municipal bonds both in Florida and nationally. (Maximum 2 pages)
- Capital: Provide the most recent information for the following:
 - Total Capital
 - Equity Capital
 - Net Capital
 - Excess Capital
 Provide recent examples of your firm's use of its capital to support a client's transaction (Maximum 2 pages)
- Optional Additional Information: Provide any additional information that demonstrates your firm's abilities to serve as underwriter to the County. (Maximum 1 page)
- Business Ethics: Disclose any circumstance where the conduct of the proposer is being investigated or litigated by any legal or administrative body.
- Required Disclosure: Pursuant to MSRB rule G-38, disclose whether your firm has retained a firm or individuals, other than full-time employees of the Proposer to assist in any manner, with the underwriting appointment contemplated herein.
- Vendors must possess either a Polk County Local Business Tax Receipt (f/k/a Business License) or Occupational License from any other government entity located within the state of Florida in order to do business with the Polk County Board of County Commissioners. A copy of such license must be submitted with your proposal.

EVALUATION OF PROPOSALS

The County's Financial Advisor, RBC Capital Markets, and a Selection Committee, composed of County and Clerk staff will review proposals that are received. Proposals that are non-responsive to the above requirements shall not be included for evaluation for possible short-listing.

The specific criteria established for this Request for Proposal is as follows:

- Underwriting experience and expertise of firm
- Underwriting experience and expertise of assigned personnel
- Marketing and distribution capabilities
- Adequacy of firm's capitalization to meet needs of County

Based on the evaluations of the proposals, the selection committee will either select a firm or elevate firms for further consideration. The specific number of firms to be elevated will be determined at the first meeting of the selection committee.

The County reserves the following rights:

- Conduct pre-award discussion with any or all, responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection. (Selection Committee)
- Request that proposer(s) modify their proposal to more fully meet the needs of the County or to furnish additional information as the County may reasonably require. (Selection Committee)
- Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award. (Selection Committee)
- Process the selection of the successful proposer without further discussion. (Selection Committee)
- Accept or reject qualifications or proposals in part or in whole. (Selection Committee)
- Request additional qualification information. (Selection Committee)
- Limit and/or determine the actual contract services to be included in a contract, if applicable. (User Division)
- Obtain information for use in evaluating submittals from any source. (Interim Contract Manager)
- Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of Polk County to do so. (Interim Purchasing Director)
- The County shall be the sole judge of proposers' qualifications. (Selection Committee, Purchasing Director, or Board of County Commissioners as may be applicable)

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one (1) original marked **ORIGINAL** and six (6) copies marked **COPY** and one (1) CD of their proposal in a sealed envelope to the Purchasing Division. The envelope should be labeled "**RFP #10-021-CAR, UNDERWRITING SERVICES**" and marked with the respondents name and address. The Proposals may be mailed or delivered to:

**Polk County Purchasing Division
2470 Clower Lane
Bartow, FL 33830**

The submittal shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, December 9, 2009.**

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the respondent.

The submittal may be withdrawn either by written notice to the Interim Purchasing Director or in person, if properly identified, at any time prior to the above submittal deadline.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners or any employee of Polk County, employee of the Clerk's Office, other than the Purchasing Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage's and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County, a political subdivision of the State of Florida, must be named as an additional insured with respect to general and automobile liability arising from the work described in RFP #10-021-CAR. A waiver of subrogation in favor of Polk County is required for workers' compensation and general liability. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. The County requires 30 days written notice of cancellation and 10 days written notice of non-payment. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Workers' Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;
Independent Contractors;

Independent Contractors:

Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; and Cross Liability Endorsement.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

INDEMNIFICATION

The firm shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to County) indemnify and hold harmless the County, their agents, elected officials and employees from and against all claims, actions, liabilities, losses, costs, (including attorney's fees) including, but not limited to, any actual or alleged 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 resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any 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 violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the firm in the performance of the work; or liens, claims or actions made by the firm or any subcontractor or other party performing the work.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting his/her proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at www.polk-county.net "Purchasing & Bids." It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are **required** to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.**

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.07 of the Florida Statutes, the responses received for this request for proposal may be reviewed ten (10) days after the proposal opening date. The proposal files may be examined during normal working hours by appointment.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at **1-888-464-4218**.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: _____ PROJECT NAME: _____

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature	Title	Date
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STATE OF: _____

COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20____, by
_____ who has produced

(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration