



**SOLICITATION REFERENCE #R06004 PROJECT NAME: FIN-BONDCOUN0506**

**THE CITY IS UTILIZING WWW.PGORDA.COM FOR ON-LINE POSTING OF SOLICITATIONS. ALL BIDDERS/RESPONDENTS MUST REGISTER RECEIPT OF A SOLICITATION WITH THE CITY OF PUNTA GORDA. BY COMPLETING AND RETURNING THIS FORM, YOU ARE REGISTERING RECEIPT OF THIS SOLICITATION WITH THE CITY AND REQUESTING NOTIFICATION OF ADDENDA THAT MAY BE ISSUED REGARDING THIS SOLICITATION.**

THE CITY WILL ATTEMPT TO NOTIFY ALL PROSPECTIVE BIDDERS/RESPONDENTS OF ADDENDA ISSUED TO THE SOLICITATION, HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE BIDDER/RESPONDENT, PRIOR TO SUBMITTING THEIR RESPONSE, TO EITHER:

1. VISIT [WWW.PGORDA.COM](http://WWW.PGORDA.COM) TO VIEW THE SOLICITATION AND DOWNLOAD ALL ISSUED ADDENDA; OR
2. CONTACT THE PROCUREMENT DIVISION TO DETERMINE IF ADDENDA WERE ISSUED.

**BIDDERS MUST ACKNOWLEDGE AND INCORPORATE THE ADDENDA INTO THEIR RESPONSE.**

**PLEASE BE ADVISED THAT THE CITY WILL POST ADDENDA, IN ADOBE FORMAT, WITH THE CORRESPONDING ON-LINE SOLICITATION.**

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE AND ZIP \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

***FAX THIS COMPLETED REGISTRATION FORM TO: (941) 575-3340***

**NOTE - THIS SOLICITATION:**

Does not contain plans or drawings



**SEALED  
REQUEST FOR PROPOSAL**

**RFP #R06004/FIN-BONDCOUN/0506  
BOND COUNSEL**

**CITY OF PUNTA GORDA  
PROCUREMENT DIVISION**

***SUBMIT TO:***

*CITY CLERK'S OFFICE  
326 West Marion Avenue  
Punta Gorda, Florida 33950*

***DATE OF OPENING:***

*DECEMBER 20, 2005*



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**BOND COUNSEL**  
**#R06004/FIN-BONDCOUN0506**

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<p>SUBMIT RESPONSE TO:</p> <p>CITY OF PUNTA GORDA CITY CLERK'S OFFICE 326 WEST MARION AVENUE PUNTA GORDA, FLORIDA 33950</p>	<p><b>SEALED REQUEST FOR PROPOSAL</b></p>
<p>Contact: Marian Howe, CPPO, CPPB Procurement Manager (941) 575-3348</p>	<p>SEALED REQUEST FOR PROPOSAL No:  #R06004/FIN-BONDCOUN0506</p>
<p>Opening Date: DECEMBER 20, 2005 Opening Time: 3:00 p.m. or as soon thereafter</p>	<p>TITLE: SEALED REQUEST FOR PROPOSAL City of Punta Gorda, Florida BOND COUNSEL</p>

**March 9, 2005**

**Dear Offeror:**

The City of Punta Gorda will be accepting SEALED REQUEST FOR PROPOSALS for a QUALIFIED AND PROFESSIONAL BOND COUNSEL at the City Clerk's Office, City Hall, 326 West Marion Avenue, Punta Gorda, Florida 33950 until DECEMBER 20, 2005 at 3:00 p.m.

The opening of the SEALED REQUEST FOR PROPOSAL shall be conducted in a public forum at the City Hall Annex, 2<sup>nd</sup> Floor Conference Room, 126 Harvey Street, Punta Gorda, Florida. All Offerors are invited to attend the public opening.

All information received will be maintained with the project file and will not be returned.

Sincerely,

Marian Howe, CPPO, CPPB  
Procurement Manager



**SEALED REQUEST FOR PROPOSALS  
CITY OF PUNTA GORDA, FLORIDA  
BOND COUNSEL  
#R06004/FIN-BONDCOUN0506  
GENERAL CONDITIONS & INSTRUCTIONS TO OFFERORS**

**DEFINED TERMS**

Terms used in this solicitation are defined and have the meaning assigned to them. The term “Offeror” means one that submits a proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term “Successful Offeror” means the qualified, responsible and responsive Offeror to whom the City of Punta Gorda (on the basis of CITY’S evaluation as hereinafter provided) makes an award. The term “CITY” refers to the City of Punta Gorda, a municipal corporation of the State of Florida. The term “RFP” refers to this Sealed Request for Proposal. The term “solicitation” refers to the entire RFP package and the Offeror’s submittal as a response to this RFP. The term “submittal” refers to all documentation and information as submitted by the Offeror in response to this solicitation.

**1. OFFEROR REGISTRATION**

Offerors who obtain solicitation documents from sources other than the City or download from [www.pgorda.com](http://www.pgorda.com) must officially register receipt of the solicitation with the City’s Procurement Division in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Offeror may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda.

**2. CONTACT**

All prospective Offerors are hereby instructed not to contact any member of the City of Punta Gorda City Council, City Manager, or City of Punta Gorda staff member other than the contact person indicated in Page 1 regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by the City staff for this project. Any such contact shall be cause for rejection of your submittal.

**3. ADDENDA AND INQUIRIES**

- 3.1 *If there is any doubt as to the true meaning of the specifications and information provided, Offerors may submit written or faxed inquiries regarding this solicitation to the Procurement Manager, Procurement Division, 326 West Marion Avenue, Punta Gorda, FL 33950, Fax No. (941) 575-3340. The City will respond to written or faxed inquiries received at least five (5) City business days prior to the RFP due date. Inquiries must reference the date and time of opening, and the solicitation number. Failure to comply with this condition shall result in the Offeror waiving their right to dispute the specifications and information provided in the solicitation document.*
- 3.2 *Any change to this solicitation shall be made by an addenda duly issued to each registered Offeror. Receipt of such an addenda must be so noted on or within your response. It is the Offeror’s responsibility to make contact through the Internet or phone to determine if Addenda have been issued.*

3.3 *Oral Inquiries: The City will not respond to oral inquiries.*

**4. PUBLIC OPENING**

Submittals shall be received in the City Clerk’s Office, 326 W. Marion Avenue, Punta Gorda, FL 33950 by the date and time indicated on Page 1 of these documents. As soon as possible thereafter, the names of the Offerors shall be read off at the specified location.

**5. DELAYS**

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Offerors of all changes in scheduled due dates by written addenda.

**6. PROPOSAL SUBMISSION AND WITHDRAWAL**

6.1 *Address to send submittal:*

*City Clerk  
City of Punta Gorda  
326 West Marion Avenue  
Punta Gorda, FL 33950*

6.2 *The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Offeror’s name and return address.*

6.3 *Submittals may be withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Submittals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Submittal will not prejudice the rights of an Offeror to submit a new Submittal prior to the opening date and time. After expiration of the period for receiving Submittals, no Submittal may be withdrawn or modified.*



- 6.4 *Withdrawal of Submittals after Opening Date: Submittals, once opened, become the property of the City and will not be returned to the Offerors. Submittals not so withdrawn before the opening constitute an irrevocable offer for a period of ninety (90) days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by City staff. No offeror may withdraw their proposal during this ninety (90) day period.*
- 6.5 *Number of Submittal Copies: Offerors shall submit four (4) complete sets (one original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.*
- 6.6 *Proposal Is Not Binding: The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.*
- 6.7 *Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror. The City will not be responsible for any delay, for any reason whatsoever. Submittals by telephone, telegram, facsimile machines, and internet., will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the City Clerk's Office by the date and time specified for opening.*
- 6.8 *LATE SUBMITTALS – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror's responsibility to make arrangements for the return of their submittal at their expense.*

## 7. SUBMITTAL PREPARATION COST

The City shall not be liable for any expense incurred in connection with preparation of a submittal to this document. Offerors should prepare a straightforward and concise description of the Offeror's ability to meet the requirements of this document.

## 8. ACCURACY OF SUBMITTAL INFORMATION

Any Offeror, who states in their submittal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

## 9. LICENSES

Licensed and Certified: Offeror's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of submittal and during the entire Contract time.

## 10. POSTING OF NOTICE OF INTENT

A notice of intent for award will be posted for review by interested parties in City Hall and on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

## 11. PUBLIC RECORDS/TABULATION

Submittals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on the City's Internet Website at [www.pgorda.com](http://www.pgorda.com).

## 12. RESERVED RIGHTS

- 12.1 *The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.*
- 12.2 *To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.*
- 12.3 *CITY reserves the right to reject the submittal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.*

## 13. INSURANCE

REFER TO ATTACHMENT "A" FOR THE CITY'S INSURANCE REQUIREMENTS.

## 14. INDEMNIFICATION/HOLD HARMLESS

The Offeror shall defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Offeror, its subconsultants and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm's to comply with the obligations on its part to be performed under this contract.

## 15. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT

- 15.1 *Each Offeror shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and shall submit the forms with the submittal. CITY considers the failure of the Offeror to submit these documents to*



*be a major irregularity and may be cause for rejection of their submittal.*

- 15.2 *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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.*
- 15.3 *Termination for Cause: Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-contractor acceptable to the City.*

## 16. GRATUITIES AND KICKBACKS

- 16.1 *Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.*
- 16.2 *Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.*
- 16.3 *Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.*

## 17. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Offeror shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

## 18. CONFLICT OF INTEREST

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official

capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- 18.1 *October 1, 1975.*
- 18.2 *Qualification for elective office.*
- 18.3 *Appointment to public office.*
- 18.4 *Beginning public employment*

## 19. DRUG FREE WORKPLACE:

The City of Punta Gorda has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the City of Punta Gorda workplace.

The City of Punta Gorda requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tie breaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

## 20. APPLICABLE LAWS

Interested parties are advised that all City contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Offeror and the City for any terms and conditions not specifically stated within the context of this contract.

## 21. COMPETENT PERSONNEL

Competent Personnel - All interested firms are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

## 22. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 22.1 *Before delivering a submittal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the solicitation documents; and notify the Purchasing*



*Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.*

- 22.2 *The Offeror, by and through delivering a submittal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services to be done or equipment to be furnished.*

### 23. SPECIFICATIONS

- 23.1 *The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.*
- 23.2 *For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.*

### 24. DEFAULT

With reference to default, wherein the elected firm fails to perform to the contract's terms and conditions, written notification from the City stating the nature of non-conformance, which shall be remedied within a ten (10) calendar day period. If not corrected within the above time frame, the second notice shall be initiated stating that the City has taken additional procurement action in order to satisfy the balance of the contract. At this time, the firm shall be removed from the Vendor's List and shall not be eligible for award until the City has been reimbursed for all procurement costs to satisfy the base contract.

### 25. CANCELLATION CLAUSE

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Offeror.

### 26. ACCEPTING CONTENT OF PROPOSAL

By delivering a submittal in response to this solicitation document, the Offeror certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Submittals shall be returned in the sequential manner as requested in the "Submittal Format and Requirements" section of this solicitation.

### 27. TAXES

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The City of Punta Gorda is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.

### 28. ASSIGNMENT

- 28.1 *Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.*
- 28.2 *Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.*

### 29. SOLICITATION FORMS

- 29.1 *If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Offeror may offer an alternative service. Alternate submittals may be submitted for consideration. It will be at the City's sole discretion to accept or reject any and all alternate submittals received.*
- 29.2 *This solicitation presents the City's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Offerors are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the City.*
- 29.3 *Submittals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate submittals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the City that an alternative proposal be considered. Such alternative proposals will be provisionally accepted for consideration, subject to the reserved right of the City to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the City to accept or reject these proposals upon the basis of the determination.*



**SEALED REQUEST FOR PROPOSALS  
CITY OF PUNTA GORDA, FLORIDA  
BOND COUNSEL  
#R06004/FIN-BONDCOUN0506  
SCOPE OF SERVICE**

**1. INTENT**

The City of Punta Gorda is currently seeking the services of a qualified and professional Bond Counsel to provide legal services to the City regarding issues related to bond and other debt issues. The City desires to award an initial five (5) year contract to the selected Bond Counsel.

**2. PROPOSED SCOPE OF SERVICES**

2.1. *The Bond Counsel will engage in advanced debt-related legal counsel to the City Manager and the management staff. The Bond Counsel shall answer all City initiated requests for information or advice in a timely fashion. Written documents and review of all other items shall be produced within a mutually agreed upon time frame. The Bond Counsel shall work with the Finance Department Director, or whomever he designates, to determine the scope of work for each project or work product.*

2.2. *The Bond Counsel should be available to provide routine legal services on a recurring basis, to include:*

- 2.2.1. Preparation for and attendance at special meetings and workshops as requested by the City.
- 2.2.2. Preparation for and attendance at any City committee, board, or commission meeting when requested by the City Manager.
- 2.2.3. Routine consultation with the Finance Department Director or City Staff regarding debt matters.
- 2.2.4. The preparation and/or review of debt-related policies, rules, and procedures of the City.
- 2.2.5. The review of all contracts, agreements, documents that affect debt with the City.
- 2.2.6. The rendering of advice concerning potential debt issues against debt issuers, or regulatory agencies.
- 2.2.7. Make court appearances in State and Federal courts as necessary.

2.3. *Examples of various functions of the Bond Counsel include:*

- 2.3.1. Bond Issuance. This involves the best method of bond issuance.
- 2.3.2. Preventive Maintenance. This involves but is not limited to the issuance of any and all other debt vehicles including advising the Finance Director of best practices.

**3. QUALIFICATIONS AND ABILITIES**

The candidate must document graduation from law school and membership of good standing in the Florida Bar, and be licensed to practice law in the State of Florida. The candidate must also demonstrate the ability to meet the minimum performance criteria listed below.

- 3.1. *General knowledge of the City of Punta Gorda ordinances and charter provisions regarding debt and of state, federal and constitutional law.*
- 3.2. *General knowledge of judicial procedures, rules of evidence and methods of legal research.*
- 3.3. *General knowledge of established precedents and sources of legal reference applicable to debt activities.*
- 3.4. *General knowledge of established precedents and sources of legal reference applicable to debt activities **in the public sector.***



- 3.5. *Skill in conducting research on complex legal matters and preparing sound legal opinions related to debt matters.*
- 3.6. *Demonstrated ability to interpret and apply legal principles and precedents in resolving complex legal problems.*
- 3.7. *Ability to communicate clearly and concisely, orally and in writing.*
- 3.8. *Ability to establish and maintain effective working relationships with public officials, management staff, subordinates and the general public.*
- 3.9. *Ability to research, analyze and prepare a wide variety of complex legal documents.*
- 3.10. *Extensive progressively responsible management experience in the practice of debt law, with specific expertise related to **debt in the governmental sector.***

#### 4. **TERM CONTRACT AND PRICES**

##### 4.1. *OPEN-END CONTRACT*

No Guarantee is expressed or implied as to the total volume of services to be requested under any open-end contract.

##### 4.2. *APPROPRIATION OF FUNDS*

*If funds are not appropriated or otherwise made available to support continuation in any fiscal year, the City shall have the right to terminate the agreement without any obligation or penalty.*

##### 4.3. *TERM CONTRACT*

Awarded Offeror, by submission of response to the solicitation, agrees to supply the City required services at firm delivered prices for the first two (2) year of the initial contract period.

##### 4.4. *PRICE ADJUSTMENTS*

4.4.1. Rate adjustments during the third through fifth year, and the renewal period will be allowed once a year on the anniversary date of the contract, but shall not exceed the Consumer Price Index (Urban Consumers) South Region of the current calendar year. This request will become effective thirty (30) days from the date the notice was received by the City from the Offeror.

4.4.2. If any rate reductions are announced during the contract, the City shall receive benefit of such reductions. This request shall also be in the form of a written notification from the Offeror and shall become effective thirty (30) days from the date of notice was received by the City from the Offeror.

##### 4.5. *CONTRACT RENEWAL*

The City retains the right to renew this initial contract under the same terms and conditions upon mutual agreement with the Bidder. Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to Florida State Statutes Chapter 287.057(5)(a) Emergency Purchases and (c) Single Source Purchases may not be renewed.



**SEALED REQUEST FOR PROPOSALS  
CITY OF PUNTA GORDA, FLORIDA  
BOND COUNSEL  
#R06004/FIN-BONDCOUN0506**

**SUBMITTAL FORMAT AND REQUIREMENTS**

**1. SUBMITTAL FORMAT**

- 1.1. *The Offeror shall submit the required information at the time of submittal of their proposals. Failure to provide the required information, in the following format will affect the evaluation of the submittal, and may be grounds for disqualification.*
- 1.2. **PROPOSAL RESTRICTIONS:** *In order to control the cost of preparation, submittals will be restricted to forty (40), one-sided pages. This restriction does not include the forms, as furnished and required by this solicitation, to be completed and submitted or organizational dividers, table of contents, etc.*
- 1.3. **Introductory Letter** - *Provide an informative narrative letter pertinent to the Individual and/or firm.*
- 1.4. **Capability** - *Demonstrate an ability to provide effective service in terms of qualitative professionalism and relevance to experience keyed to the nature of the services defined in the Scope of Service.*
- 1.5. **Personnel** - *A personal resume for each individual proposed for contract.*
- 1.6. **Similarity** - *Listing of any government work, projects, or contracts that demonstrate familiarity with the areas of law defined for the positions. Include the entity/company name, contact name, email addresses, telephone, and fax numbers. (Refer to page 12).*
- 1.7. **Conflict of Interest** - *Explanation of any cases, groups or entities, or extended relationships, either family or business, or associations which could limit the applicant in any way as the City's Bond Counsel.*
- 1.8. **Hourly Rate** - *Provide a rate schedule for proposed rates and any other applicable fees.*
- 1.9. **Location** - *Provide the location of the office, which will be responsible for providing legal services to the City.*

**2. EVALUATION OF PROPOSALS**

- 2.1. *The City staff will qualify all Offerors and evaluate those offers, which were qualified.*
- 2.2. *In order to qualify as responsible and responsive, an offeror must meet the evaluation criteria as they relate to this RFP.*
- 2.3. *The evaluation criteria will include, but shall not be limited to, those items on the evaluation form. The evaluation form shall also indicate the ranking percentages, which will be utilized by the City in the evaluation of the proposals.*
- 2.4. *Discussions may be conducted with these Offerors to further clarify the City's requirements and the Offerors' proposals.*
- 2.5. *The City shall request and negotiate, from either a short list of qualified Offerors or the top ranked offer, a "Best and Final" offer.*



### 3. QUALIFICATIONS OF OFFERORS

- 3.1. *Each Offeror shall complete and return with their submittal (NOTE: these forms are not included in the page number restriction):*
  - 3.1.1. Submittal Signature Form
  - 3.1.2. Qualifications Statement
  - 3.1.3. Non-Collusive Affidavit
  - 3.1.4. Public Entity Crime Information
  - 3.1.5. Drug-Free Workplace Affidavit
  - 3.1.6. Indemnification/Hold Harmless Agreement
- 3.2. *Failure to submit the above completed documents may constitute grounds for rejection of the Offeror's submittal.*
- 3.3. *Offeror must have adequate organization, facilities, equipment and personnel to insure services are performed and/or commodities are delivered. The City reserves the right before recommending any award, to inspect the facilities, organization and financial condition or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions.*
- 3.4. *No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible or unreliable by CITY.*
- 3.5. *As a part of the evaluation process, CITY may conduct a background investigation including a record check by the PUNTA GORDA Police Department. Offeror's submission constitutes acknowledgement of the process and consent to such investigation. CITY shall be the sole judge in determining Offeror's qualifications.*

### 4. PRESENTATIONS

After reviewing submissions, the City may request discussions with responding Offerors to further clarify the City's requirements and the Offerors' response. Therefore, the offeror shall have officials of the appropriate management level present and representing the firm, if a presentation is scheduled by the City.



**REQUEST FOR PROPOSALS EVALUATION FORM**

RFP: #R06004/FIN-BONDCOUN0506 OFFEROR: \_\_\_\_\_

<b>Evaluation Criteria</b>	<b>Weight</b>	<b>Score 1-5</b>
Quality and relevance of submittal (i.e. supporting materials, clarity of answers, etc)	5	5 x _____ = _____
Demonstration of overall ability to provide effective service, including relevant references, size of firm, cases argued and won, etc.	25	25 x _____ = _____
Public sector experience, especially with Florida municipal governments that have 250+ employees and multiple bargaining units	30	30 x _____ = _____
Proposed Rates	25	25 x _____ = _____
Location of firm relative to the City of Punta Gorda	15	15 x _____ = _____
<b>TOTAL SCORE</b>		
<b>REMARKS:</b>		

\_\_\_\_\_  
 Signature of Evaluator

\_\_\_\_\_  
 Date

<b>Evaluation Rating Guidelines</b>	
5 – Exceptional	The submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative
4 – Good	Very good probability of success. Achieves all objectives in reasonable fashion.
3 – Acceptable	Has reasonable probability of success. Some objectives may not be met
2 – Poor	Falls short of expectations and has a low probability of success
1 – Not acceptable	Submission fails to meet requirements and the approach has no probability of success.
0 – Non responsive	Submission is inadequate to evaluate.



**SEALED REQUEST FOR PROPOSALS  
CITY OF PUNTA GORDA, FLORIDA  
BOND COUNSEL  
#R06004/FIN-BONDCOUN0506**

**PROPOSAL SUBMITTAL FORM**

---

Company Name Telephone

---

Home Office Address

---

City, State & Zip

---

Address: Office Servicing Charlotte County, other than above

---

Name/Title of Charlotte County Representative Telephone

---

Fax Number Email Address

The undersigned attests to his/her authority to submit this proposal and to bind the Contractor herein named to perform as per contract, if the Contractor is awarded a Contract by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and all other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

---

Signature Date



**PROPOSAL SUBMITTAL SECTION (continued):**

1. **REFERENCES:**

<b>Entity/Company Contact Person</b>	<b>e-Mail Address</b>	<b>Telephone #</b>	<b>Fax #</b>



**SEALED REQUEST FOR PROPOSALS  
CITY OF PUNTA GORDA, FLORIDA  
BOND COUNSEL  
#R06004/FIN-BONDCOUN0506**

**QUALIFICATIONS STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

**SUBMITTED TO:** CITY OF PUNTA GORDA  
Procurement Manager  
326 W. Marion Avenue  
Punta Gorda, Florida 33950

**CHECK ONE:**  
 Corporation  
 Partnership  
 Individual  
 Joint Venture  
 Other

**SUBMITTED BY:**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PRINCIPLE OFFICE: \_\_\_\_\_

1. State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

2. If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's Name: \_\_\_\_\_
- d. Vice President's Name: \_\_\_\_\_
- e. Secretary's Name: \_\_\_\_\_
- f. Treasurer's Name: \_\_\_\_\_
- g. Name and address of Resident Agent: \_\_\_\_\_

3. If Offeror is an individual or partnership, answer the following:

- a. Date of Organization: \_\_\_\_\_



b. Name, address and ownership units of all partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. State whether general or limited partnership: \_\_\_\_\_

4. If Offeror is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If Offeror is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

\_\_\_\_\_

a. Under what other former names has your organization operated?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

State of Florida  
County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ - and (Name(s) of individual(s) who appeared before notary) whose name(s) in/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Public: Print, stamp, or type as commissioned)

Personally known to me, or  Produced Identification: \_\_\_\_\_  DID take an oath, or  DID NOT take an oath



**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

\_\_\_\_\_ being first duly sworn, deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**ACKNOWLEDGEMENT**

State of Florida  
County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ - and (Name(s) of individual(s) who appeared before notary) whose name(s) in/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, stamp, or type as commissioned)

Personally known to me, or  Produced Identification: \_\_\_\_\_  DID take an oath, or  DID NOT take an oath



## PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a RFP proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in 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, Sub-Contractor, or Contractor 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 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, \_\_\_\_\_, being an authorized representative of the firm of \_\_\_\_\_, located at City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_, have read and understand the contents of the Public Entity

Crime Information and of this formal RFP package, hereby submit our proposal accordingly.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Federal ID#: \_\_\_\_\_



## DRUG FREE WORKPLACE

Preference shall be given to business with drug-free workplace programs. Whenever two or more RFPs, which are equal with qualifications and service, are received by the City for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your firm 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 action 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 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 an RFP, 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 RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea 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 an 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.

Concur \_\_\_\_\_

Variance \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature



**INDEMNIFICATION/HOLD HARMLESS**

The elected firm shall (if required by City) defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its Sub-contractors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

Concur \_\_\_\_\_ Variance \_\_\_\_\_

I, \_\_\_\_\_, being an authorized representative of the firm of

\_\_\_\_\_ located at City

\_\_\_\_\_, State \_\_\_\_\_, Zip Code

\_\_\_\_\_ Phone: \_\_\_\_\_ Fax:

\_\_\_\_\_. Having read and understood the contents

above, hereby submit accordingly as of this Date, \_\_\_\_\_,

20\_\_\_\_.

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature of for the contract period, whichever is longer.