

REQUEST FOR PROPOSAL

NUMBER
RFP #08-5081



COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Management & Budget

Financial Advisory Services for Collier County

Scott D. Johnson
Purchasing Agent

This proposal solicitation document is prepared in a Microsoft Word 2003 format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

LEGAL NOTICE

Pursuant to approval by the County Manager, Sealed Proposals to provide Financial Advisory Services will be received until **3:00 p.m., Naples local time, on June 24, 2008** at the Purchasing Department, Purchasing Building "G", Collier County Government Complex, 3301 Tamiami Trail East, Naples, Florida 34112.

08-5081 "Financial Advisory Services"

Services to be provided shall include, but not be limited to the following:

☒ A pre-proposal conference is not applicable for this solicitation.

All statements shall be made upon the official proposal form which may be obtained on the Collier County Purchasing Department E-Procurement website: www.colliergov.net/bid.

Collier County does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA,

BY: /S/ Stephen Y. Carnell, C.P.M.
Purchasing & General Services Director

This Public Notice was posted on the Collier County Purchasing Department website: www.colliergov.net/purchasing and in the Lobby of Purchasing Building "G", Collier County Government Center on May 21, 2008.

PROPOSER'S NON-RESPONSE STATEMENT
RFP# 08-5081

The sole intent of the Collier County Purchasing Department is to issue solicitations that are clear, concise, and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Proposers not wishing to respond to this solicitation.

If your firm is not responding to this RFP, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to Collier County Purchasing Department, 3301 Tamiami Trail East, Naples, Florida 34112.

We are not responding to this RFP for the following reason(s):

- ☐ Services requested not available through our company.
- ☐ Our firm could not meet specifications/scope of work.
- ☐ Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)
- ☐ Project too small.
- ☐ Insufficient time allowed for preparation of response.
- ☐ Incorrect address used. Please correct mailing address:

- ☐ Other reason(s): _____

Name of Firm: _____
Mailing Address: _____
City, State, Zip: _____
Telephone No: _____
Email: _____

By: _____
Signature of Representative

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**Request for Proposals
08-5081
Financial Advisory Services**

1) Introduction/Overview

A) Purpose/Objective

As requested by the Office of Management & Budget (hereinafter, the “Division or Department”), the Collier County Board of County Commissioners Purchasing Department (herein after, “County”) has issued this Request for Proposal (hereinafter, “RFP”) with the sole purpose and intent of obtaining proposals from interested and qualified firms offering to provide Financial Advisory Services in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the “Contractor”.

If awarded, a contract to provide these services will be effective on the date contract is approved by the Board of County Commissioners (herein after, the BCC), signed by all required parties and filed in the Office of Records and Minutes. The anticipated contract term will be for the period of twenty-four (24) months. Additionally, by mutual agreement and funding availability, the contract may be renewed for two (2) terms of twelve (12) months each. In no event, including renewal options, shall the contract exceed four years.

As is more fully explained in Section H, Subsection 1 of this RFP, an award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP. The County will not use any other factors or criteria in the evaluation of the proposals received.

B) Background

The Financial Advisor must be able to provide a full scope of financial advisory services and demonstrate experience in the delivery of those services.

C) Inquiries

Direct questions related to this RFP to the Collier County Purchasing Department E-Procurement website: www.colliergov.net/bid.

Proposers must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Purchasing Department E-Procurement website. For general questions, please call the referenced Purchasing Agent at (239) 252-8995.

D) Method of Source Selection

The County is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Ordinance Number 87-25, and Collier County Resolution Number 2006-268 establishing and adopting the Collier County Purchasing Policy.

The County may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Proposal Conference

☒ A pre-proposal conference is not applicable for this solicitation.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The County reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
Issue RFP Notice	May 21, 2008
Last Date for Receipt of Written Questions	TBD
Pre-Proposal Conference	N/A
Addendum Issued Resulting from the Pre-Proposal Conference (If Applicable)	N/A
Proposal Close Date	June 24, 2008
Evaluation of Proposals	TBD
Complete Contract Negotiations and Execute Contract	TBD
Board of County Commissioner's Contract Approval Date	TBD

2) General Description of Specifications or Scope of Work

The services will include, but are not limited to, the following:

- A. Ongoing Services Without Regard to Specific Bond Issues or Capital Financings.
Proposer agrees to provide comprehensive services as financial advisor including, but not limited to, the following as requested:
1. Attend any and all meetings as required by the Board of County Commissioners, County Manager, and the Clerk of the Circuit Court or their designees, the Budget Director or Finance Director.

2. Assist the County in developing a long-term plan to address all proposed capital needs and how these needs should be funded.
3. Assist the County with interpretation and implementation of provisions on outstanding bond issues. Periodically review all outstanding bond issues to determine and recommend if refunding or restructuring of these issues is in the County's best interest.
4. Develop and update annually a report on the County's outstanding bonds and available revenues, which will be made available to the Board of County Commissioners.
5. Prepare studies and analyses as requested by the County Manager, the Clerk of the Circuit Court, or their designees.
6. Develop and update semi-annually a debt comparison analysis showing the County's outstanding general obligation and non-ad valorem debt as compared to several similar sized counties within the State of Florida. Ratios will also be developed within such report based upon selected standardized criteria.
7. Provide periodic reports for, and/or coordinate meetings with, rating agencies and credit enhancers to provide an overview of the County's existing situation and a preview of any upcoming capital improvement program.
8. Assist the County in developing requests for proposals for and selecting bond counsel and underwriters, which best provide the resources and knowledge needed by the County in structuring debt issues.
9. Assist the County in analyzing how the Capital Improvements Element of the County's Comprehensive Plan may affect future financing needs.
10. Assist the County in analysis of various investment opportunities concerning investment of County funds and bond proceeds.
11. Review presentations of proposals from underwriters, banks or other companies and advise the County as to the usefulness or advantages of such proposals.

B. Services Rendered with Regard to a Public Offering of Securities.

Proposer agrees to provide to County all services required of a Financial Advisor regarding specific public offerings of securities, including, but not limited to:

1. Preparing a comprehensive plan or the offering, taking into consideration federal arbitrage regulations and other legal parameters, presenting financing alternatives, evaluating debt capacity, future flexibility and vulnerability to market conditions, estimating financing costs and setting forth various structuring alternatives.
2. Coordinating the "Bond working group" consisting of the County Manager, County Clerk of the Circuit Court, County Attorney, Budget Director, Finance Director, underwriters, bond counsel and others.
3. Preparing a time schedule coordinating the necessary actions of the County and other members of the bond working group and estimating the date of sale of bonds and availability of proceeds.
4. Providing legal counsel with information and details necessary for drafting of the authorizing bond resolution or ordinance and validation documents.

5. Assisting, if applicable, in validation proceedings and testifying as an expert witness on the offering.
6. Advising as to the advantages and disadvantages of municipal bond insurance or other credit enhancements.
7. Coordinating with and providing the municipal bond rating agencies (and other credit enhancers, if applicable) with information necessary to obtain the highest possible rating on the bonds. This may include scheduling on-site visits by or meetings with such companies.
8. Advising the Commission and staff as to market conditions and recommending the timing of the sale of the bonds.
9. Assisting the County in preparing a comprehensive official statement of the bonds in conformance with full disclosure guidelines, and arranging for its printing.
10. Assisting the Commission and staff with the selection of a paying agent and registrar and trustee (if applicable) for the bonds.
11. Advising as to the advantages and disadvantages of a negotiated versus public sale of bonds.

Services Specific to a Public Sale of Bonds

12. In cooperation with legal counsel, preparing the Official Notice of Sale of the bonds.
13. Advise the County on a bond sale date that will result in the issue not being marketed in competition with several other issues.
14. Arranging for the insertion of necessary advertisements of the Notice of Sale in The Bond Buyer and other financial publications.
15. Assisting the County at the time of sale in checking all bids for compliance with bid specifications, and making a recommendation as to award of the bonds in the best interest of the County.

Services Specific to Negotiated Sale of Bonds

16. Assisting in selection of the book-running managing underwriter and co-managing underwriters from the County's approved list of underwriters.
17. Advising whether or not a selling group is necessary.
18. Evaluating the bond purchase agreement and advising as to its acceptance or rejection in light of market conditions.
19. Advising the County as to a bond structure that is both saleable in the capital markets in light of current market conditions and meets the needs of the County.
20. Negotiating in coordination with the County the interest rates proposed by the underwriters for the bonds, as well as the underwriters' compensation and expenses on the issue expressed in terms of the gross underwriters' discount.
21. Assisting the County in supervising allocation of bonds, underwriting risk and management split fees among the underwriting syndicate with the goal of encouraging competition and productivity to produce the lowest interest cost to

the County, to produce an equitable bond distribution among the managers, and to provide for the widest possible distribution of bonds to facilitate liquidity in the secondary market.

22. Preparation of a financing summary booklet, such booklet containing a comparison of interest rates on the County's issue versus interest rates on similar issues in the market and a cost/benefit analysis of credit enhancement whether or not some form of credit enhancement is used, and final amortization schedule.
23. Coordinating bond closing and transfer of funds.
24. Assisting the County in the development of investment programs for bond proceeds.
25. Review and approval of all invoices submitted to the County in connection with the offering.

C. **Financings Not Involving a Public Offering of Securities.** Situations may arise in which the County faces financing needs, which are not conducive to the public issuance of securities. Alternative financing vehicles in these instances may include: private placement of debt, participation in pooled short-term borrowing programs, bank loans, tax anticipation notes, revenue anticipation notes and others. With regards to these needs, services by the Proposer as financial advisor will include (in addition to services previously outlined):

1. Assisting the County in selection of the appropriate financing vehicle.
2. Assisting in the preparation of private placement memorandum, loan applications, or other information related to the financing.
3. Assisting in the preparation of investor letters, which may be required in association with private placements.
4. Certain circumstances may arise in which the County may wish to place securities privately with a limited number of sophisticated investors. In this circumstance, the County may wish to use the Financial Advisor as placement agent to facilitate the placement of such services. In no event will the Financial Advisor participate directly or indirectly as placement agent without the written consent of the Board of County Commissioners as evidenced by written documentation.

D. **Conduit Financings.** On occasion, the County will be asked to act as a conduit issuer to issue bonds for the benefit of private companies located within the County. If the Financial Advisor is advised by the County Manager or his designee to serve as the County's Financial Advisor on a proposed conduit financing, the prospective borrower shall execute an agreement with the financial advisor for payment of all fees and expenses related to the proposed project(s). At the direction of the County, the Financial Advisor will assist the County in developing a set of criteria with which to determine whether or not to act as conduit issuer on any proposed conduit financing. Some of these criteria may include: an analysis of the public purpose of the project, an analysis of the need of the project (as defined by the County), security of the financing including any

forms of credit enhancement, anticipated rating of the financing and method of sale of which will be utilized for the financing.

With regard to financings issued by various authorities created by the Board of County Commissioners, or conduit financings issued by the County for the benefit of private companies within the County, the services as Financial Advisor shall include, but shall not be limited to the following:

1. Review of all legal documentation in connection with the project to ensure that the Authority and the County are protected from liability to the maximum extent possible.
2. Analysis of the feasibility study and revenue and debt projections to ensure that they are reasonable in light of current market conditions.
3. Preparation of a written summary and analysis of the financing, to be presented to the Commission upon the sale of the bonds.

3) Constraints on the Contractor

These constraints include:

Minimum Qualifications

Firms must have a minimum of seven (7) years experience in providing financial advisory services, with knowledge of local government law.

4) Contractor's Personnel Requirements

Unknown at this time

5) Contractor's Responsibilities

It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

6) County's Responsibilities

Unknown at this time

7) Reporting Requirements

TBD

8) County's Right to Inspect

The County or its authorized Agent shall have the right to inspect the Contractor's facilities/project site during and after each work assignment the Contractor is performing.

9) Terms and Conditions of Contract

Collier County has developed standard contracts/agreements, approved by the Board of County Commissioners (BCC). The selected Contractor shall be required to sign a standard Collier County contract within twenty one (21) days of Notice of Selection for Award.

A contract(s) resulting from this RFP shall be subject to the terms and conditions set forth in the short form contract. The County reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Collier County. A sample copy of this contract is available upon request. The County will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

10) General Terms and Conditions

A. Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. If required and/or requested, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the County account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within Collier County is also required to have an occupational license.

If you have questions regarding required professional licenses, contact Contractor Licensing, Community Development and Environmental Services, (239) 430-2400. Questions regarding required Occupational licenses, contact Tax Collector's Office, (239) 434-4600.

B. Principals/Collusion

By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this

Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

C. Taxes

Collier County is exempt from Federal Excise and State of Florida Sales Tax. Collier County Use Tax Certificate Number is 85-8012621830C-2.

D. Relation of County

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the County, and that the County shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E. Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F. Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County, the County may terminate this Agreement immediately for cause; further the County may terminate this Agreement for convenience with a seven (7) day written notice. The County shall be sole judge of non-performance.

G. Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H. Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the County.

I. Lobbying

All firms are hereby placed on **NOTICE** that the Board of County Commissioners does not wish to be lobbied, either individually or collectively about a project for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the County Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal closing to final Board approval**, no firm or their agent shall contact any other employee of Collier County in reference to this Proposal, with the exception of the Purchasing Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J. Single Proposal

Each Proposer must submit, with their proposal, the required forms included in this RFP. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a sub-consultant to any other firm or firms submitting under the same RFP. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K. Protest Procedures

Any actual or prospective Proposer to a Request for Proposal, who is aggrieved with respect to the former, shall file a written protest with the Purchasing Director prior to the due date for acceptance of proposals. All such protests must be filed with the Purchasing Director no later than 11:00 a.m. Collier County time on the final published date for the acceptance of the Request for Proposals.

The Board of County Commissioners will make award of contract in public session. Award recommendations will be posted outside the offices of the Purchasing Department on Wednesdays and Thursdays. Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the Purchasing Director within two (2) calendar days (excluding weekends and County holidays) of the date that the recommended award is posted.

Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "Protest Policy" is available at the office of the Purchasing Director.

L. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract

to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

M. Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document.

Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N. Prohibition of Gifts to County Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O. Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

11) Instructions for Proposal

A) Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this RFP, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the County's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the County may rescind its acceptance of the Proposer's proposal.

C) Acknowledgment of Bonding Requirements

By signing its proposal, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this proposal. Requirements for this solicitation are checked.

☒ Not Applicable

D) Delivery of Proposals

All proposals are to be delivered before 3:00 p.m., Naples local time, on or before June 24, 2008 to:

Collier County Board of County Commissioners
Purchasing Department
3301 Tamiami Trail East, Bldg. "G"
Naples, Florida 34112
Attn: Scott D. Johnson

The County shall not bear the responsibility for proposals delivered to the Purchasing Department past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the

Purchasing/General Services Director, or designee, shall reserve the right to accept proposals received after the posted close time under the following conditions:

- The tardy submission of the proposal is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS, DHL, or courier where delivery was scheduled before the deadline.
- The acceptance of said proposal does not afford any competing firm an unfair advantage in the selection process.

Proposers must submit one (1) designated original and six (6) numbered exact copies of the proposal (total of seven). Additionally, one (1) proposal submitted on a CD-ROM in Microsoft Word format is mandatory.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

E) Evaluation of Proposals (Procedure)

The County's procedure for selecting is as follows:

1. The County Manager shall appoint a Selection Committee to review all proposals submitted.
2. Request for Proposals issued.
3. Subsequent to the closing of proposals, the Purchasing Agent and Project Manager shall review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published RFP.

In instances where both the Purchasing Agent and Project Manager be appointed to the committee as voting members, such meetings shall be open to the public and the Purchasing Agent shall publicly post prior notice of such meeting in the lobby of the Purchasing Building at least one (1) day in advance of all such meetings.

4. The committee members shall review each Proposal individually and score each proposal based on the evaluation criteria stated herein.
5. Prior to the first meeting of the selection committee, the Purchasing Agent will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the Purchasing Building not less than three (3) working days prior to the meeting. The Purchasing Agent shall also post prior notice of all subsequent committee meetings and shall endeavor to post such notices at least one (1) day in advance of all subsequent meetings.

6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or demonstrations from the top-ranked firm(s), make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

The County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Proposer nor obligates the County in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals. Proposals which include provisions requiring the granting of zoning variances shall not be considered.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, Proposer shall immediately notify the Purchasing Agent, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Agent will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Purchasing Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the proposal or it shall be waived.

G) Proposal, Presentation, and Protest Costs

The County will not be liable in any way for any costs incurred by any proposer in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Proposals

The right is reserved by the County to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by Collier County to accept the proposal which in the judgment of the County is deemed the most advantageous for the public and the County of Collier.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the Collier County contract, the County reserves

the right to accept the proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Purchasing Agent to a proposer(s) for clarification of proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its proposal.

J) Validity of Proposals

No proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the County prior to the time set for the closing of Proposals.

All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The proposal shall be deemed an offer to provide services to Collier County. In submitting a proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of Collier County. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the County's needs, as stated in the RFP. All copies of the proposal should be bound and tabbed, preferably in a three (3) ring binder for uniformity and ease of handling. The utilization of recycled paper for proposal submission is strongly encouraged.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its proposal.

1) Tab I, Management Summary

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Proposer's certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II, Business Plan

In this tab, include:

- Description of the proposed contract team and the role to be played by each member of the proposed team.
- Detailed plan of approach (including major tasks and sub-tasks).
- Detailed time line for completion of the project.
- Include with the Business Plan or as an attachment, a copy of a report as an example of work product. This should be for one of the projects listed as a reference.

3) Tab III, Cost of Services to the County

Cost Proposal

Pricing shall be inclusive of all costs and shall be full compensation for all services, labor, tools, equipment, local travel (within Lee and Collier County) and any other items required for project completion and/or completion of services. Travel expenses outside of Lee and Collier County shall be reimbursed at the rates used by Collier County for its employees as per Section 112.061 Fla. Stats.

For all services not directly related to the issuance of bonds or notes:

1. Hourly rate for time and services for all officers, Senior Vice Presidents and First Vice Presidents: \$_____/hour
2. Hourly rate for time and services for all financial and computer analysts: \$_____/hour
3. Alternative cost to above hourly fees in the form of a monthly retainer: \$_____/month
4. For all services related to the issuance of bonds or notes issued by the County, regardless of the manner of sale:

Amount of Debt

For the first \$10,000,000

Fee per \$1,000

\$_____

For the next \$10,000,000	\$ _____
Amounts above \$20,000,000	\$ _____
Maximum fee per any singular issue	\$ _____

4) Tab IV, Corporate Experience and Capacity

Provide information that documents your firm and subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill, and financial strength, and number of years of experience in providing the required services. Also describe the various team members' successful experience in working with one another on previous projects.

5) Tab V, Specialized Expertise of Team Members

Attach resumes of all managers, supervisors, and other contract team members who will be involved in the management of the total package of services, as well as the delivery of specific services. The same should be done for any sub-consultants. If sub-consultants are being utilized, letters of intent from stated sub-consultants must be included with proposal submission.

6) Tab VI, Customer Listing

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP. Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal.

The County reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the firm's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?

- How responsive were they in addressing problems with the project?
- How was the quality/experience/personality of their personnel? (Specifically the project manager?)
- Would you use this firm again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the “past performance” evaluation factor for each proposal.

7) Tab VII, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations. Exceptions taken by a proposer may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the County and Selection Committee.

8) Tab VIII, Required Form Submittals

L) Proposal Selection Committee and Evaluation Factors

As previously stated, the County Manager shall appoint a Selection Committee to review all proposals submitted.

The factors to be considered in the evaluation of proposal responses are listed below. While the County believes all these items to be of importance, they are ranked and points applied in the following order.

Tab 1 5 pts
 Tab 2 30 pts
 Tab 3 5 pts
 Tab 4 30 pts
 Tab 5 25 pts
 Tab 6 5 pts

Total Points 100

Tie Breaker: In the event of a tie, **both in individual scoring and in final ranking**, the firm with the lowest volume of work on Collier County projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the County's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on.

ATTACHMENTS

THIS SHEET MUST BE SIGNED
BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA
Purchasing Department
PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ The Proposal has been signed.
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ All applicable forms have been signed and included
- ☐ Any addenda have been signed and included.
- ☐ The mailing envelope has been addressed to:

Collier County Board of County Commissioners
Purchasing Department, Building "G"
3301 Tamiami Trail, East
Naples, Florida 34112
Attn: Scott D. Johnson

- ☐ The **mailing envelope must be sealed and marked** with Proposal Number, Proposal Title and Due Date.
- ☐ The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET

Company Name _____
Signature and Title _____
Date _____
Email _____

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Purchasing/General Services Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm

Signature

Date

Name Printed

Title of Person Signing Affidavit

State of _____)
County of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____,
20____, by _____, who is personally known to me to be
the _____ for the Firm, OR who produced the following
identification: _____.

Notary Public

My Commission Expires: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		\$ _____
		\$ _____
		\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all Collier County Government projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$_____ **Total Fees for work done on all Collier County projects**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Name of Organization: _____

By: _____

Title: _____

Attested By: _____

Title: _____

Date: _____

DECLARATION STATEMENT

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

RE: RFP NO. 08-5081-- "Financial Advisory Services for Collier County"

Dear Commissioners:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this proposal or in the contract to which this proposal pertains, and that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the proposal pertains.

The Proposer puts forth and agrees, if this proposal is accepted, to execute an appropriate Collier County document for the purpose of establishing a formal contractual relationship between him, and Collier County, for the performance of all requirements to which the proposal pertains. The Proposer states that the proposal is based upon the proposal documents listed by **RFP #08-5081**.

(Proposal Continued on Next Page)

PROPOSAL CONTINUED

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day
of _____, 200__ in the County of _____, in the State of
_____.

Firm's Complete Legal Name

(Address)

(City, State, ZIP)

Phone No. _____

Fax No. _____

Check one of the following:

- ☐ Sole Proprietorship
☐ Corporation or P.A. State of _____
☐ Limited Partnership
☐ General Partnership

By: _____
Typed and Written Signature

Title

ADDITIONAL CONTACT INFORMATION

Send Payments To:
(REQUIRED ONLY if different from above)

Contact Name: _____

Title: _____

(Company Name used as Payee)

(Address)

(City, State, ZIP)

Phone No. _____

FAX No. _____

Email address: _____

Office Servicing Collier County Account /Place Orders/Request Supplies
(REQUIRED ONLY if different from above)

Contact Name _____

Phone No. _____

Title _____

(Address)

(City, State, ZIP)

FAX No. _____

Email Address: _____

Collier County Florida INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

☒ 1. Worker's Compensation

Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory
Limits and Requirements.

☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements.

Bodily Injury & Property Damage

\$1,000,000 single limit per
occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

☐ 4. Automobile Liability

\$ _____ Each Occurrence
Owned/Non-owned/Hired
Automobile Included

☐ 5. Other Insurance as indicated below:

\$ _____ Per Occurrence

COLLIER COUNTY FLORIDA INSURANCE REQUIREMENTS
(Continued)

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide County with certificates of insurance meeting the required insurance provisions.

☒ 8. Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

☒ 9. Collier County Board of County Commissioners shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

Collier County Board of County Commissioners
Naples, Florida

No County Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the RFP Number and Title.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of RFP.

Proposer

Insurance Agency

Signature of Proposer

Signature of Proposer's Agent