AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, AND BARCLAYS CAPITAL INC.

This Agreement is dated July 10, 2018 and effective July 1, 2018 (the "Effective Date"), and is by and between The School Board of Duval County, Florida, operating a district school system in the State of Florida (the "District"), and Barclays Capital Inc., a Connecticut corporation authorized to transact business in Florida ("Contractor").

WITNESSETH:

Whereas, the District issued a Request For Proposals No. 04-18/TW, dated January 18, 2018, relating to Bond Underwriting Services together with Addendum No. 1 dated February 6, 2018 (collectively the "RFP"), which RFP is attached and incorporated herein by this reference as Exhibit A; and

Whereas, after free and open competition, Contractor submitted a proposal (attached hereto and incorporated herein by this reference as Exhibit B), for the Board’s consideration for the right to provide services pursuant to the RFP (the "Proposal"); and

Whereas, the Contractor is interested in and capable of performing the desired Bond Underwriting services (hereafter further defined as the "Services") for the District, and the District desires to have the Contractor perform the Services on a nonexclusive basis as set forth in the RFP; and

Whereas, the parties have reached an agreement on the Services to be performed and the payment for the same, and therefore wish to set forth this understanding in writing in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

1.1 The recitals set forth above are true and correct and are incorporated into the Agreement by this reference.

1.2 The parties agree that the purpose of this Agreement is that the Contractor shall become a member of the pool of potential underwriters to the District. However, nothing in this Agreement shall constitute a legally binding obligation or commitment by the Contractor or any of its affiliates to act as underwriter, or provide any other financing or any representations or warranties in respect of the foregoing. Any such obligation on the part of Contractor will exist only upon (i) the execution of a final, written underwriting bond purchase agreement and related documentation and disclosure and receipt of necessary legal opinions all in form and substance satisfactory to the Contractor, and then only in accordance with the terms and conditions thereof, (ii) the completion of all due diligence by the Contractor, (iii) the receipt by the Contractor of all necessary internal approvals including, but not limited to credit committee approval.

1.3 With respect to any Services not specifically provided in the RFP or this Agreement ("Additional Services"), the District reserves the right to engage third parties to provide these Additional Services. However, the Contractor may agree to provide these Additional Services at a fair and negotiated price upon the District's request.

1.4 The Contractor is, and shall at all times be, an independent contractor under this Agreement and not an agent of the District. Nothing in this Agreement nor any actions taken by or arrangements entered into between the parties in accordance with the provisions of this Agreement shall be construed as or deemed to create as to the parties any partnership or joint venture. Neither party shall
have any authority to bind or commit the other party contractually or otherwise to any obligations whatsoever to third parties.

ARTICLE II - TERM, COMMENCEMENT AND RENEWAL

2.1 See subsection 1.5 of the RFP.

2.2 Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including those provisions relating to the obligations of Contractor in connection with the Transition Assistance, shall survive any termination or expiration of this Agreement and continue in full force and effect.

2.3 Except for those actions preceding the date of this Agreement, the Services shall commence according to the schedule set forth in the RFP, unless the District notifies the Contractor otherwise in writing.

ARTICLE III - COMPENSATION

3.1 The compensation to be paid to Contractor for the Services is as set forth on Attachment C of the Proposal.

3.2 The maximum obligated amount under this Agreement shall be as set forth in the contract documents; in no event shall the District be responsible to the Contractor for compensation in excess of the maximum obligated amounts stated in this Agreement except as increased by formal approved and executed supplemental agreement(s).

ARTICLE IV - TERMINATION

This Agreement may be terminated as set forth in section 11.0 of the RFP.

ARTICLE V - COMMUNICATIONS; NOTICES

5.1 Pursuant to section 13.7.14 of the RFP, the Contractor’s address for notices as follows:

If to the Contractor: Barclays Capital Inc.
     Attn: Luis Alfaro
     1111 Brickell Avenue
     Miami, Florida 33131

5.2 Pursuant to section 13.7.14 of the RFP, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor, which representatives shall be designated by the parties, in writing, promptly upon commencement of the Services. The District’s Contract Administrator is:

Duval County Public Schools
Attn: Chief Financial Officer
1701 Prudential Drive
Jacksonville, Florida 32207

ARTICLE VI - PERSONNEL

6.1 The Contractor represents and warrants that its performance of the Services shall be rendered with promptness and diligence and shall be executed in a workman-like manner, in accordance with the practices and high professional standards used in a well-managed operation performing services similar to the Services. The Contractor represents and warrants it will use an adequate number of qualified individuals with suitable training, education, experience, and skill necessary to perform the
Services and the Contractor represents and warrants it will perform the Services in an efficient and cost-effective manner.

6.2 The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal.

6.3 All the personnel assigned by the Contractor and any subcontractor shall be authorized under federal, state and local laws to perform such Services, whether by appropriate license, registration, or certification or other authorization.

6.4 The Contractor agrees that it will remove (within a mutually agreed upon period of time) from assignment under this Agreement any individual in its employ, if, after the matter has been reviewed jointly by the District and the Contractor, the District requests such action in writing. Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed. Nothing herein shall affect the status or responsibilities of the Contractor as an independent contractor solely responsible for the method, manner and means chosen by it to perform hereunder.

ARTICLE VII - MISCELLANEOUS

7.1 Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the District’s payment in whole or in part for services hereunder or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party’s rights or remedies under this Agreement or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in this Agreement.

7.2 Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

7.3 Any and all of Contractor’s exceptions to the RFP set forth in its Proposal are stricken in their entirety and void except as may be specifically addressed in this Agreement.

7.4 This Agreement may be executed via facsimile and in one or more counterparts, each of which will be deemed an original, but all such facsimiles and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Witnesses:

By: __________________________
Name: ________________________

By: __________________________
Name: ________________________

BARCLAYS CAPITAL INC.

By: __________________________
Name: Luis Alfaro
Title: Managing Director

[Signatures follow on next page]
ATTEST:

Dr. Diana Greene, Superintendent of Schools and Ex-Officio Secretary to the Board

By:

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: Paula D. Wright, Chairman

Form Approved:

By: Karen M. Chadwick
Office of General Counsel

Approved by the Board: July 9, 2018
AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, AND CITIGROUP GLOBAL MARKETS INC.

This Agreement is dated July 10, 2018 and effective July 1, 2018 (the "Effective Date"), and is by and between The School Board of Duval County, Florida, operating a district school system in the State of Florida (the "District"), and Citigroup Global Markets Inc., a New York corporation authorized to transact business in Florida ("Contractor").

WITNESSETH:

Whereas, the District issued a Request For Proposals No. 04-18/TW, dated January 18, 2018, relating to Bond Underwriting Services together with Addendum No. 1 dated February 6, 2018 (collectively the "RFP"), which RFP is attached and incorporated herein by this reference as Exhibit A; and

Whereas, after free and open competition, Contractor submitted a proposal (attached hereto and incorporated herein by this reference as Exhibit B), for the Board’s consideration for the right to provide services pursuant to the RFP (the "Proposal"); and

Whereas, the Contractor is interested in and capable of performing the desired Bond Underwriting services (hereafter further defined as the "Services") for the District, and the District desires to have the Contractor perform the Services on a nonexclusive basis as set forth in the RFP; and

Whereas, the parties have reached an agreement on the Services to be performed and the payment for the same, and therefore wish to set forth this understanding in writing in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE I
SCOPE OF SERVICES

1.1 The recitals set forth above are true and correct and are incorporated into the Agreement by this reference.

1.2 The parties agree that the purpose of this Agreement is that the Contractor shall fully, timely, and continuously provide the District the Services in a manner in accordance with the District’s objectives set forth in the RFP and this Agreement. The description of the contract documents and the priority in the event of any conflict or ambiguity among these documents is as set forth in section 13.7.16 of the RFP.

1.3 With respect to any Services not specifically provided in the RFP or this Agreement ("Additional Services"), the District reserves the right to engage third parties to provide these Additional Services. However, the Contractor may agree to provide these Additional Services at a fair and negotiated price upon the District’s request.

1.4 The Contractor is, and shall at all times be, an independent contractor under this Agreement and not an agent of the District. Nothing in this Agreement nor any actions taken by or arrangements entered into between the parties in accordance with the provisions of this Agreement shall be construed as or deemed to create as to the parties any partnership or joint venture. Neither party shall have any authority to bind or commit the other party contractually or otherwise to any obligations whatsoever to third parties.
ARTICLE II
TERM, COMMENCEMENT AND RENEWAL

2.1 See subsection 1.5 of the RFP.

2.2 Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including those provisions relating to the obligations of Contractor in connection with the Transition Assistance, shall survive any termination or expiration of this Agreement and continue in full force and effect.

2.3 Except for those actions preceding the date of this Agreement, the Services shall commence according to the schedule set forth in the RFP, unless the District notifies the Contractor otherwise in writing.

ARTICLE III
COMPENSATION

3.1 The compensation to be paid to Contractor for the Services is as set forth on Attachment C of the Proposal.

3.2 The maximum obligated amount under this Agreement shall be as set forth in the contract documents; in no event shall the District be responsible to the Contractor for compensation in excess of the maximum obligated amounts stated in this Agreement except as increased by formal approved and executed supplemental agreement(s).

ARTICLE IV
TERMINATION

This Agreement may be terminated as set forth in section 11.0 of the RFP.

ARTICLE V
COMMUNICATIONS; NOTICES

5.1 Pursuant to section 13.7.14 of the RFP, the Contractor’s address for notices as follows:

If to the Contractor: Citigroup Global Markets Inc.
     Attn: Michael Baldwin
     200 South Orange Avenue, Suite 2170
     Orlando, FL 32801

5.2 Pursuant to section 13.7.14 of the RFP, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor, which representatives shall be designated by the parties, in writing, promptly upon commencement of the Services. The District’s Contract Administrator is:

Duval County Public Schools
     Attn: Chief Financial Officer
     1701 Prudential Drive
     Jacksonville, Florida 32207

ARTICLE VI
PERSONNEL

6.1 The Contractor represents and warrants that its performance of the Services shall be rendered with promptness and diligence and shall be executed in a workman-like manner, in accordance with the practices and high professional standards used in a well-managed operation performing services
similar to the Services. The Contractor represents and warrants it will use an adequate number of qualified individuals with suitable training, education, experience, and skill necessary to perform the Services and the Contractor represents and warrants it will perform the Services in an efficient and cost-effective manner.

6.2 The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal.

6.3 All the personnel assigned by the Contractor and any subcontractor shall be authorized under federal, state and local laws to perform such Services, whether by appropriate license, registration, or certification or other authorization.

6.4 The Contractor agrees that it will remove (within a mutually agreed upon period of time) from assignment under this Agreement any individual in its employ, if, after the matter has been reviewed jointly by the District and the Contractor, the District requests such action in writing. Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed. Nothing herein shall affect the status or responsibilities of the Contractor as an independent contractor solely responsible for the method, manner and means chosen by it to perform hereunder.

ARTICLE VII
MISCELLANEOUS

7.1 Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the District's payment in whole or in part for services hereunder or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under this Agreement or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in this Agreement.

7.2 Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

7.3 Any and all of Contractor's exceptions to the RFP set forth in its Proposal are stricken in their entirety and void except as may be specifically addressed in this Agreement.

7.4 This Agreement may be executed via facsimile and in one or more counterparts, each of which will be deemed an original, but all such facsimiles and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Witnesses:

By: ____________________________
Name: __________________________

By: ____________________________
Name: __________________________

[Signatures follow on next page]

CITIGROUP GLOBAL MARKETS INC.

By: ____________________________
Name: Michael Baldwin
Title: Director

[Signatures follow on next page]
[Signature Page to Agreement between
The School Board of Duval County, Florida, and
Citigroup Global Markets Inc.,
Dated Effective July 1, 2018]

ATTEST:

By: ________________________________
Dr. Diana Greene, Superintendent of Schools and Ex-Officio Secretary to the Board

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: ________________________________
Paula D. Wright, Chairman

Form Approved:

By: ________________________________
Karen H. Chamberlin
Office of General Counsel

Approved by the Board: July 9, 2018
AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, AND J.P. MORGAN SECURITIES LLC

This Agreement is dated July 10, 2018 and effective July 1, 2018 (the "Effective Date"), and is by and between The School Board of Duval County, Florida, operating a district school system in the State of Florida (the "District"), and J.P. Morgan Securities LLC, a Delaware limited liability company authorized to transact business in Florida ("Contractor").

WITNESSETH:

Whereas, the District issued a Request For Proposals No. 04-18/TW, dated January 18, 2018, relating to Bond Underwriting Services together with Addendum No. 1 dated February 6, 2018 (collectively the "RFP"), which RFP is attached and incorporated herein by this reference as Exhibit A; and

Whereas, after free and open competition, Contractor submitted a proposal (attached hereto and incorporated herein by this reference as Exhibit B), for the Board's consideration for the right to provide services pursuant to the RFP (the "Proposal"); and

Whereas, the Contractor is interested in and capable of performing the desired Bond Underwriting services (hereafter further defined as the "Services") for the District, and the District desires to have the Contractor perform the Services on a nonexclusive basis as set forth in the RFP; and

Whereas, the parties have reached an agreement on the Services to be performed and the payment for the same, and therefore wish to set forth this understanding in writing in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE I

SCOPE OF SERVICES

1.1 The recitals set forth above are true and correct and are incorporated into the Agreement by this reference.

1.2 The parties agree that the purpose of this Agreement is that the Contractor shall fully, timely, and continuously provide the District the Services in a manner in accordance with the District's objectives set forth in the RFP and this Agreement. The description of the contract documents and the priority in the event of any conflict or ambiguity among these documents is as set forth in section 13.7.16 of the RFP.

1.3 With respect to any Services not specifically provided in the RFP or this Agreement ("Additional Services"), the District reserves the right to engage third parties to provide these Additional Services. However, the Contractor may agree to provide these Additional Services at a fair and negotiated price upon the District's request.

1.4 The Contractor is, and shall at all times be, an independent contractor under this Agreement and not an agent of the District. Nothing in this Agreement nor any actions taken by or arrangements entered into between the parties in accordance with the provisions of this Agreement shall be construed as or deemed to create as to the parties any partnership or joint venture. Neither party shall have any authority to bind or commit the other party contractually or otherwise to any obligations whatsoever to third parties.
ARTICLE II
TERM, COMMENCEMENT AND RENEWAL

2.1 See subsection 1.5 of the RFP.

2.2 Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including those provisions relating to the obligations of Contractor in connection with the Transition Assistance, shall survive any termination or expiration of this Agreement and continue in full force and effect.

2.3 Except for those actions preceding the date of this Agreement, the Services shall commence according to the schedule set forth in the RFP, unless the District notifies the Contractor otherwise in writing.

ARTICLE III
COMPENSATION

3.1 The compensation to be paid to Contractor for the Services is as set forth on Attachment C of the Proposal.

3.2 The maximum obligated amount under this Agreement shall be as set forth in the contract documents; in no event shall the District be responsible to the Contractor for compensation in excess of the maximum obligated amounts stated in this Agreement except as increased by formal approved and executed supplemental agreement(s).

ARTICLE IV
TERMINATION

This Agreement may be terminated as set forth in section 11.0 of the RFP.

ARTICLE V
COMMUNICATIONS; NOTICES

5.1 Pursuant to section 13.7.14 of the RFP, the Contractor’s address for notices as follows:

If to the Contractor: J.P. Morgan Securities LLC
Attn: Nathaniel Johnson
450 South Orange Avenue, Suite 1000
Orlando, FL 32801

5.2 Pursuant to section 13.7.14 of the RFP, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor, which representatives shall be designated by the parties, in writing, promptly upon commencement of the Services. The District’s Contract Administrator is:

Duval County Public Schools
Attn: Chief Financial Officer
1701 Prudential Drive
Jacksonville, Florida 32207

ARTICLE VI
PERSONNEL

6.1 The Contractor represents and warrants that its performance of the Services shall be rendered with promptness and diligence and shall be executed in a workman-like manner, in accordance with the practices and high professional standards used in a well-managed operation performing services
similar to the Services. The Contractor represents and warrants it will use an adequate number of qualified individuals with suitable training, education, experience, and skill necessary to perform the Services and the Contractor represents and warrants it will perform the Services in an efficient and cost-effective manner.

6.2 The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal.

6.3 All the personnel assigned by the Contractor and any subcontractor shall be authorized under federal, state and local laws to perform such Services, whether by appropriate license, registration, or certification or other authorization.

6.4 The Contractor agrees that it will remove (within a mutually agreed upon period of time) from assignment under this Agreement any individual in its employ, if, after the matter has been reviewed jointly by the District and the Contractor, the District requests such action in writing. Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed. Nothing herein shall affect the status or responsibilities of the Contractor as an independent contractor solely responsible for the method, manner and means chosen by it to perform hereunder.

ARTICLE VII
MISCELLANEOUS

7.1 Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the District’s payment in whole or in part for services hereunder or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party’s rights or remedies under this Agreement or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in this Agreement.

7.2 Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

7.3 Any and all of Contractor’s exceptions to the RFP set forth in its Proposal are stricken in their entirety and void except as may be specifically addressed in this Agreement.

7.4 This Agreement may be executed via facsimile and in one or more counterparts, each of which will be deemed an original, but all such facsimiles and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Witnesses:

By: ____________________________
Name: __________________________

By: ____________________________
Name: __________________________

______________________________
J.P. MORGAN SECURITIES LLC

By: ____________________________
Name: __________________________

Title: ____________________________

[Signatures follow on next page]
[Signature Page to Agreement between
The School Board of Duval County, Florida, and
J. P. Morgan Securities LLC,
Dated Effective July 1, 2018]

ATTEST:
By: ____________________________
   Dr. Diane Greene, Superintendent
   of Schools and Ex-Officio Secretary to
   the Board

THE SCHOOL BOARD OF DUVAL COUNTY,
FLORIDA

By: ____________________________
   Paula D. Wright, Chairman

Form Approved:
By: ____________________________
   Karen N. Chastain
   Office of General Counsel

Approved by the Board: July 9, 2018
AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, AND LOOP CAPITAL MARKETS LLC

This Agreement is dated July 10, 2018 and effective July 1, 2018 (the "Effective Date"), and is by and between The School Board of Duval County, Florida, operating a district school system in the State of Florida (the "District"), and Loop Capital Markets LLC, a Delaware limited liability company authorized to transact business in Florida ("Contractor").

WITNESSETH:

Whereas, the District issued a Request For Proposals No. 04-18/TW, dated January 18, 2018, relating to Bond Underwriting Services together with Addendum No. 1 dated February 6, 2018 (collectively the "RFP"), which RFP is attached and incorporated herein by this reference as Exhibit A; and

Whereas, after free and open competition, Contractor submitted a proposal (attached hereto and incorporated herein by this reference as Exhibit B), for the Board's consideration for the right to provide services pursuant to the RFP (the "Proposal"); and

Whereas, the Contractor is interested in and capable of performing the desired Bond Underwriting services (hereafter further defined as the "Services") for the District, and the District desires to have the Contractor perform the Services on a nonexclusive basis as set forth in the RFP; and

Whereas, the parties have reached an agreement on the Services to be performed and the payment for the same, and therefore wish to set forth this understanding in writing in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE I
SCOPE OF SERVICES

1.1 The recitals set forth above are true and correct and are incorporated into the Agreement by this reference.

1.2 The parties agree that the purpose of this Agreement is that the Contractor shall fully, timely, and continuously provide the District the Services in a manner in accordance with the District's objectives set forth in the RFP and this Agreement. The description of the contract documents and the priority in the event of any conflict or ambiguity among these documents is as set forth in section 13.7.16 of the RFP.

1.3 With respect to any Services not specifically provided in the RFP or this Agreement ("Additional Services"), the District reserves the right to engage third parties to provide these Additional Services. However, the Contractor may agree to provide these Additional Services at a fair and negotiated price upon the District's request.

1.4 The Contractor is, and shall at all times be, an independent contractor under this Agreement and not an agent of the District. Nothing in this Agreement nor any actions taken by or arrangements entered into between the parties in accordance with the provisions of this Agreement shall be construed as or deemed to create as to the parties any partnership or joint venture. Neither party shall have any authority to bind or commit the other party contractually or otherwise to any obligations whatsoever to third parties.
ARTICLE II
TERM, COMMENCEMENT AND RENEWAL

2.1 See subsection 1.5 of the RFP.

2.2 Any provision of this Agreement that contemplates performance or observance
subsequent to any termination or expiration of this Agreement, including those provisions relating to the
obligations of Contractor in connection with the Transition Assistance, shall survive any termination or
expiration of this Agreement and continue in full force and effect.

2.3 Except for those actions preceding the date of this Agreement, the Services shall
commence according to the schedule set forth in the RFP, unless the District notifies the Contractor
otherwise in writing.

ARTICLE III
COMPENSATION

3.1 The compensation to be paid to Contractor for the Services is as set forth on Attachment
C of the Proposal.

3.2 The maximum obligated amount under this Agreement shall be as set forth in the
contract documents; in no event shall the District be responsible to the Contractor for compensation in
excess of the maximum obligated amounts stated in this Agreement except as increased by formal
approved and executed supplemental agreement(s).

ARTICLE IV
TERMINATION

This Agreement may be terminated as set forth in section 11.0 of the RFP.

ARTICLE V
COMMUNICATIONS; NOTICES

5.1 Pursuant to section 13.7.14 of the RFP, the Contractor’s address for notices as follows:

If to the Contractor: Loop Capital Markets LLC
Attn: Deborah Knox
111 W. Jackson Blvd., Suite 1901
Chicago, IL 60604

5.2 Pursuant to section 13.7.14 of the RFP, the parties agree that all communications relating
to the day-to-day activities shall be exchanged between the respective representatives of the District and
the Contractor, which representatives shall be designated by the parties, in writing, promptly upon
commencement of the Services. The District’s Contract Administrator is:

Duval County Public Schools
Attn: Chief Financial Officer
1701 Prudential Drive
Jacksonville, Florida 32207

ARTICLE VI
PERSONNEL

6.1 The Contractor represents and warrants that its performance of the Services shall be
rendered with promptness and diligence and shall be executed in a workman-like manner, in accordance
with the practices and high professional standards used in a well-managed operation performing services
similar to the Services. The Contractor represents and warrants it will use an adequate number of qualified individuals with suitable training, education, experience, and skill necessary to perform the Services and the Contractor represents and warrants it will perform the Services in an efficient and cost-effective manner.

6.2 The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal.

6.3 All the personnel assigned by the Contractor and any subcontractor shall be authorized under federal, state and local laws to perform such Services, whether by appropriate license, registration, or certification or other authorization.

6.4 The Contractor agrees that it will remove (within a mutually agreed upon period of time) from assignment under this Agreement any individual in its employ, if, after the matter has been reviewed jointly by the District and the Contractor, the District requests such action in writing. Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed. Nothing herein shall affect the status or responsibilities of the Contractor as an independent contractor solely responsible for the method, manner and means chosen by it to perform hereunder.

ARTICLE VII
MISCELLANEOUS

7.1 Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the District’s payment in whole or in part for services hereunder or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party’s rights or remedies under this Agreement or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in this Agreement.

7.2 Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

7.3 Any and all of Contractor’s exceptions to the RFP set forth in its Proposal are stricken in their entirety and void except as may be specifically addressed in this Agreement.

7.4 This Agreement may be executed via facsimile and in one or more counterparts, each of which will be deemed an original, but all such facsimiles and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Witnesses:

By: ________________________________
Name: ________________________________
By: ________________________________
Name: ________________________________

LOOP CAPITAL MARKETS LLC

By: ________________________________
Name: ________________________________
Title: ________________________________

"OFFICIAL SEAL"
Kathy J McGahee
Notary Public, State of Illinois
My Commission Expires 7/26/2019

[Signatures follow on next page]
[Signature Page to Agreement between
The School Board of Duval County, Florida, and
Loop Capital Markets LLC,
Dated Effective July 1, 2018]

ATTEST:

By: [Signature]
Dr. Diana Greene, Superintendent
of Schools and Ex-Officio Secretary to
the Board

THE SCHOOL BOARD OF DUVAL COUNTY,
FLORIDA

By: [Signature]
Paula D. Wright, Chairman

Form Approved:

By: [Signature]
Karen M. Chastain
Office of General Counsel

Approved by the Board: July 9, 2018
AGREEMENT BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, AND RBC CAPITAL MARKETS, LLC

This Agreement is dated July 10, 2018 and effective July 1, 2018 (the "Effective Date"), and is by and between The School Board of Duval County, Florida, operating a district school system in the State of Florida (the "District"), and RBC Capital Markets, LLC, a Minnesota limited liability company authorized to transact business in Florida ("Contractor").

WITNESSETH:

Whereas, the District issued a Request For Proposals No. 04-18/TW, dated January 18, 2018, relating to Bond Underwriting Services together with Addendum No. 1 dated February 6, 2018 (collectively the "RFP"), which RFP is attached and incorporated herein by this reference as Exhibit A; and

Whereas, after free and open competition, Contractor submitted a proposal (attached hereto and incorporated herein by this reference as Exhibit B), for the Board's consideration for the right to provide services pursuant to the RFP (the "Proposal"); and

Whereas, the Contractor is interested in and capable of performing the desired Bond Underwriting services (hereafter further defined as the "Services") for the District, and the District desires to have the Contractor perform the Services on a nonexclusive basis as set forth in the RFP; and

Whereas, the parties have reached an agreement on the Services to be performed and the payment for the same, and therefore wish to set forth this understanding in writing in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE I
SCOPE OF SERVICES

1.1 The recitals set forth above are true and correct and are incorporated into the Agreement by this reference.

1.2 The parties agree that the purpose of this Agreement is that the Contractor shall fully, timely, and continuously provide the District the Services in a manner in accordance with the District's objectives set forth in the RFP and this Agreement. The description of the contract documents and the priority in the event of any conflict or ambiguity among these documents is as set forth in section 13.7.16 of the RFP.

1.3 With respect to any Services not specifically provided in the RFP or this Agreement ("Additional Services"), the District reserves the right to engage third parties to provide these Additional Services. However, the Contractor may agree to provide these Additional Services at a fair and negotiated price upon the District's request.

1.4 The Contractor is, and shall at all times be, an independent contractor under this Agreement and not an agent of the District. Nothing in this Agreement nor any actions taken by or arrangements entered into between the parties in accordance with the provisions of this Agreement shall be construed as or deemed to create as to the parties any partnership or joint venture. Neither party shall have any authority to bind or commit the other party contractually or otherwise to any obligations whatsoever to third parties.
ARTICLE II  
TERM, COMMENCEMENT AND RENEWAL  

2.1 See subsection 1.5 of the RFP.  

2.2 Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including those provisions relating to the obligations of Contractor in connection with the Transition Assistance, shall survive any termination or expiration of this Agreement and continue in full force and effect.  

2.3 Except for those actions preceding the date of this Agreement, the Services shall commence according to the schedule set forth in the RFP, unless the District notifies the Contractor otherwise in writing.  

ARTICLE III  
COMPENSATION  

3.1 The compensation to be paid to Contractor for the Services is as set forth on Attachment C of the Proposal.  

3.2 The maximum obligated amount under this Agreement shall be as set forth in the contract documents; in no event shall the District be responsible to the Contractor for compensation in excess of the maximum obligated amounts stated in this Agreement except as increased by formal approved and executed supplemental agreement(s).  

ARTICLE IV  
TERMINATION  

This Agreement may be terminated as set forth in section 11.0 of the RFP.  

ARTICLE V  
COMMUNICATIONS; NOTICES  

5.1 Pursuant to section 13.7.14 of the RFP, the Contractor’s address for notices as follows:  

If to the Contractor: RBC Capital markets, LLC  
Attn: Thomas J. Carlson  
100 Second Avenue, Suite 800  
St. Petersburg, Florida 33701  

5.2 Pursuant to section 13.7.14 of the RFP, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor, which representatives shall be designated by the parties, in writing, promptly upon commencement of the Services. The District’s Contract Administrator is:  

Duval County Public Schools  
Attn: Chief Financial Officer  
1701 Prudential Drive  
Jacksonville, Florida 32207  

ARTICLE VI  
PERSONNEL  

6.1 The Contractor represents and warrants that its performance of the Services shall be rendered with promptness and diligence and shall be executed in a workman-like manner, in accordance with the practices and high professional standards used in a well-managed operation performing services
similar to the Services. The Contractor represents and warrants it will use an adequate number of qualified individuals with suitable training, education, experience, and skill necessary to perform the Services and the Contractor represents and warrants it will perform the Services in an efficient and cost-effective manner.

6.2 The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal.

6.3 All the personnel assigned by the Contractor and any subcontractor shall be authorized under federal, state and local laws to perform such Services, whether by appropriate license, registration, or certification or other authorization.

6.4 The Contractor agrees that it will remove (within a mutually agreed upon period of time) from assignment under this Agreement any individual in its employ, if, after the matter has been reviewed jointly by the District and the Contractor, the District requests such action in writing. Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed. Nothing herein shall affect the status or responsibilities of the Contractor as an independent contractor solely responsible for the method, manner and means chosen by it to perform hereunder.

ARTICLE VII
MISCELLANEOUS

7.1 Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the District's payment in whole or in part for services hereunder or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under this Agreement or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in this Agreement.

7.2 Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

7.3 Any and all of Contractor's exceptions to the RFP set forth in its Proposal are stricken in their entirety and void except as may be specifically addressed in this Agreement.

7.4 This Agreement may be executed via facsimile and in one or more counterparts, each of which will be deemed an original, but all such facsimiles and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Witnesses:

By: ____________________________
Name: [Signature]

By: ____________________________
Name: [Signature]

RBC CAPITAL MARKETS, LLC

By: ____________________________
Name: [Signature] Carlson
Title: Authorized Signatory

[Signatures follow on next page]
[Signature Page to Agreement between
The School Board of Duval County, Florida, and
RBC Capital Markets, LLC,
Dated Effective July 1, 2018]

ATTEST:

By: [Signature]
Dr. Diana Grese, Superintendent of Schools and Ex-Officio Secretary to the Board

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: [Signature]
Paula D. Wright, Chairman

Approved by the Board: July 9, 2018

Form Approved:

By: [Signature]
Office of General Counsel
Title
22. BOND UNDERWRITING SERVICES

Recommendation

That the Duval County School Board authorize the Chairman or Vice Chairman, and the Superintendent to affix their signatures to the agreements upon form approval by the Office of General Counsel.

That the Duval County School Board delegate authority to the Superintendent or designee to renew the contract for subsequent years provided the terms and conditions are essentially the same and favorable to the school district, and subject to availability of funds. There are three (3) potential one year renewals.

Description
A request For Proposals (RFP) was published for selecting firms to perform Bond Underwriting Services for the District. Eight firms submitted proposals. All proposals were uniformly evaluated by a Committee consisting of District Administrative staff. This RFP was coordinated through the Office of Economic Opportunity and any recommendations were included in the solicitation. (RFP No. 04-18/TW).

Gap Analysis
Approved contracts being in place will ensure a smooth transition upon expiration of the existing contracts should a district need arise.

The purpose and intent is to establish contracts for Bond Underwriting Services (investment banking) regarding the issuance of long-term debt (general obligation, tax revenue, etc.) and tax-exempt lease-purchase obligations (Certificate of Participation, hereinafter referred to as COP’s). The required services may include, but are not limited to:

- The issuance of COP’s to provide financing for District school facilities.
- The refinancing of existing debt with the objective of reducing debt service.
- Assistance in the preparation for a general obligation bond referendum and the issuance of general obligation bonds, if passed by the voters.
- Sales tax revenue bonds, if applicable.
- Other underwriting related services.
**Previous Outcomes**
It has been past practice to have contracts in place upon expiration of current contracts. Expenditures during the last contract years were approximately $700,000.00.

**Expected Outcomes**
Expenditures for the upcoming contract are dependent upon the amount of debt approved by the School Board in future years.

**Strategic Plan Goal**
Ensure Effective, Equitable, & Efficient Use of Resources Aligned to Improved Student Outcomes.

**Financial Impact**
The expenditures during the last contract were approximately $700,000.00. Expenditures for the upcoming contract are dependent upon the amount of debt approved by the School Board in future years.

Payment to any participating Bond Underwriter will be contingent upon the successful closing of each financing and will be paid out of bond proceeds. No fees will be paid unless a transaction is priced and closed.

**Contact**
Michelle Begley, Chief Financial Officer, 904-390-2972
Ronald Fagan, Executive Director, Budget Services, 904-390-2097

**Attachments**
1. Bond Underwriting - Agreement - JP Morgan
2. Bond Underwriting - Agreement - Loop Capital Markets
3. Bond Underwriting - Agreement - RBC Capital Markets
4. Bond Underwriting - Agreement - Citigroup
5. Bond Underwriting - Agreement - Barclays Capital
March 5, 2018

BOND UNDERWRITING SERVICES

RFP NO. 04-18/TW

RECOMMENDATION FOR AWARD

DATE OPENED: February 16, 2018

Any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the intended award of a contract may file a protest and shall deliver its written notice of protest to Assistant Superintendent, Operations, or designee (hereinafter "Hearing Officer") immediately, but no later than two (2) working days after recommendation of award, if not to the apparent low bidder, which will initiate the 48-hour notice requirement. The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. on the fourth (4th) calendar day immediately following the notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next Duval County School Board (DCSB) work day. Protests shall be presented with specificity, and every issue shall be fully documented.

SEE ATTACHED
# EVALUATION COMMITTEE SUMMARY

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<th>Proposer</th>
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- Recommended Firms
ADDENDUM NO. 1

Information only

www.duvalschools.org/purchasing

Issue Date: February 6, 2018

Buyer: Terrence Wright

Bid Number: RFP No. 04-18/TW

Bid Title: Bond Underwriting Services

Term of Bid: From date of award through May 31, 2020 with three (3) additional one (1) year options to renew.

Opening: Friday, February 16, 2018, 2:00 p.m. (EDT). Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Purpose: To answer questions received.

1. **Question:** With regards to section 8.0 (C) Cost of Services, will the District be hiring a Disclosure Counsel? Or will Underwriter’s Counsel be responsible drafting the disclosure document (POS/OS)?

   **Answer:** Underwriter’s Counsel will be responsible for drafting the disclosure document (POS/OS).

2. **Question:** With regards to Section 11.0 (Cancellation of Award/Termination) of RFP No. 04-18/TW, it is customary in the municipal underwriting business for the Bond Purchase Agreement to contain provisions that spell out the circumstances under which the District or the underwriter may terminate that agreement, should one be entered into. Is this the District’s understanding and intent with regards to Section 11.0 of the RFP?

   **Answer:** DCPS recognizes and understands that during the issuance/underwriting of a financing, there typically are separate and specific termination sections within documents such as a Bond Purchase Agreement, however, Section 11.0 does not pertain to any specific deal/issuance but to the underwriting firm’s ability to participate on DCPS approved list that will be determined and ultimately awarded under this RFP.
3. **Question:** With regard to Section 17 (Indemnification/Hold Harmless Agreement) of RFP No. 04-18/TW, it is customary in the municipal underwriting business when actually selected and assigned by an issuer to serve as an underwriter to have the indemnification provisions be limited to/superseded by the indemnification provisions contained within the Bond Purchase Agreement related to such underwritten bonds. Is this the District’s understanding and intent with regards to Section 17 of the RFP?

**Answer:** DCPS recognizes and understands that during the issuance/underwriting of a financing, there typically are separate and specific Indemnification/Hold Harmless sections within documents such as a Bond Purchase Agreement, however, Section 17 does not pertain to any specific deal/issuance but to the underwriting firm’s ability to participate on DCPS approved list that will be determined and ultimately awarded under this RFP.

4. **Question:** Noting that the primary issuance under the American Recovery and Reinvestment Act (ARRA) of 2009 concluded in 2010, could you please clarify the information required for question 9 on page 11 of the RFP packet, which refers to issuances to public education by our firm as authorized by the American Recovery and Reinvestment Act (ARRA) of 2009? Specifically, would you like us to limit our response to only the transactions under ARRA, which would primarily be in 2009 and 2010, or would you like more recent transaction experience for similar financings, such as taxable offerings?

**Answer:** 8.0 A.9. refers to all issuances underwritten by your firm to public education (K-12 as well as post-secondary institutions: colleges and universities), as authorized by the American Recovery and Reinvestment Act (ARRA) of 2009.

5. **Question:** Section 8.A on page 10 of the RFP packet requests we provide a copy of the page from the Bond Buyer's Municipal Market Place, Directory of Municipal Bond Underwriter’s, verifying that the firm, affiliate or partner of proposer is listed as an Underwriter. Given the size and many offices of our firm, we have not purchased a listing in the Directory since 2016. Despite not being listed in the book, we have maintained a continued and expanding presence and expertise in the municipal and school district markets. Is there any additional document we could provide to the District to prove our status as underwriter (i.e. FL Broker-Dealer License), or would it be acceptable to include a copy of the 2016 version?

**Answer:** The note under 8.A has been modified to state the below

**NOTE:** Each proposer shall provide a copy of the page from the Bond Buyer’s Municipal Market Place, Directory of Municipal Bond Underwriter’s or other such equivalent acknowledgement, verifying that the firm, affiliate or partner of proposer is listed as an Underwriter. Failure to provide this information shall render the respondent’s proposal nonresponsive.
6. **Question:** We note that the indemnification requirements in Section 17 of the RFP appear to be related to more traditional procurement contracts, rather than to the provision of investment banking services. Although J.P. Morgan could agree to indemnify the District with respect to certain limited matters such as personal injury, property damages, and patent or copyright infringement, it is our view that, as a purchaser of bonds under a bond purchase contract, it is not appropriate for the underwriter to provide any other indemnification. Would the District be willing to receive proposed modifications to the provided indemnification language, similar to what it has done in other financial/banking services contracts?

**Answer:** DCPS recognizes and understands that during the issuance/underwriting of a financing, there typically are separate and specific Indemnification/Hold Harmless sections within documents such as a Bond Purchase Agreement, however, Section 17 does not pertain to any specific deal/issuance but to the underwriting firm’s ability to participate on DCPS approved list that will be determined and ultimately awarded under this RFP.

7. **Question:** In 8.0 Evaluation Criteria, you mention a preference for tab separation by line item. By “line item”, are you referring to sections A, B, C and D, or would you also like separate tabs for each of the numbered subsections under A, B, C and D?

**Answer:** Separation by “Line item” refers to sections A, B, C and D and not subsections 1, 2, 3, etc. under A, B, C and D.

8. **Question:** 8.0 A. 5. asks for information for 2014, 2015 and 2016. Should information for 2017 also be provided?

**Answer:** Yes. Respondents should include 2017 within their submission packet.

9. **Question:** 8.0 A. 7. appears to ask for all Florida lease-purchase financing COPs, not just Florida School Districts. Is that correct?

**Answer:** Yes, 8.0 A.7. refers to all of Florida, however, preference will be given to firms desiring to be considered as Senior Manager that have experience with Florida School Districts.

10. **Question:** 8.0 A. 9. Is this question referring only to Build America Bonds and other financing structures unique to ARRA?

**Answer:** Yes, 8.0 A.9. refers to all issuances to public education (K-12 as well as post-secondary institutions: colleges and universities), as authorized by the American Recovery and Reinvestment Act (ARRA) of 2009.

11. **Question:** 8.0 A. 13. Does this question relate only to DCPS contracts?

**Answer:** No, 8.0 A.13. does not relate only to DCPS contracts.
12. **Question:** 8.0 C. For easier comparison of proposals, DCPS may want to require that all proposers use the same date (i.e. 2/12/18, etc.) for purposes of providing the Underwriters’ Discount and MMD “AAA” scale. Otherwise, DCPS will have to make adjustments for changes in MMD from day to day in order to make an apples-to-apples comparison.

   **Answer:** Within 8.0 C., the Proposer should use January 18, 2018 (RFP Release Date) for the purpose of providing your Cost of Service fee schedule (Attachment C).

13. **Question:** 8.0 C. In its most recent COPs issue, DCPS structured interest payments on January 1 and July 1, with principal payments on July 1. Should we use those same assumptions for purposes of showing maturities and payment dates? And what delivery date should we assume for the financings? For purposes of comparing the responses, it may be easier for DCPS to ask that all proposers use the same assumptions.

   **Answer:** Yes, respondents should use DCPS structure of interest payments on January 1 and July 1, with principal payments on July 1.

14.a. **Question:** In 25.0 and Attachment B, does DCPS intend to satisfy its M/WBE and SBE goals through selecting a team of underwriters which specifically includes M/WBE and/or SBE firms?

   **Answer:** Yes

14.b. **Question:** Other than through our selection of Underwriters’ Counsel, underwriters have limited ability to subcontract with other firms. Does DCPS prefer that we retain Co-Underwriters’ Counsel that satisfy these goals?

   **Answer:** No.
REQUEST FOR PROPOSALS (RFP)

RFP NO. 04-18/TW

Bond Underwriting Services

RFP Release Date: January 18, 2018
Deadline for Written Questions: February 1, 2018
Proposals Opened: February 16, 2018
Committee Evaluation: March 1, 2018
Board Award: April 2018

DUVAL COUNTY PUBLIC SCHOOLS
Purchasing Services Department
4880 Bulls Bay Highway
Jacksonville, Florida 32219
Request for Proposals (RFP)
Required Response Form

BOND UNDERWRITING SERVICES
RFP No. 04-18/TW

This response must be submitted to Duval County Public Schools, Purchasing Services, 4880 Bulls Bay Highway, Jacksonville, FL 32219-3235, no later than 2:00 p.m. EDT on February 16, 2018 and plainly marked RFP No.04-18/TW. Responses are due and will be opened at this time. Responses received after 2:00 p.m. EDT on the date due will not be considered.

Anti-Collusion Statement / Public Domain

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

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

Proposal Certification

I hereby certify that I am submitting the following information as my company's response and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete, and unconditional acceptance of the contents of all pages, inclusive of this Request for Proposal, and all appendices/attachments and the contents of any Addendum released hereto.

VENDOR (firm name): ______________________________________________________
STREET ADDRESS: ______________________________________________________
CITY & STATE: ______________________________________________________
PRINT NAME OF AUTHORIZED REPRESENTATIVE: __________________________
SIGNATURE OF AUTHORIZED REPRESENTATIVE: __________________________
TITLE __________________________ DATE: __________________________
CONTACT PERSON: ______________________________________________________
CONTACT PERSON'S ADDRESS: __________________________________________
TELEPHONE: _______________ FAX: _______________ TOLL FREE: _____________
INTERNET E-MAIL ADDRESS: __________________________ INTERNET URL: _____________
VENDOR TAXPAYER IDENTIFICATION NUMBER: __________________________

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.
ITEMS TO BE RETURNED WITH PROPOSAL:

1. Required Response Form – Attachment A (Page 1 of 30)
2. Exhibit 2 - Composite Federal Forms
3. Exhibit 3 – Fee Schedule

Note: In accordance with section 3.3, please submit proposal as follows:

1. One (1) manually signed original
2. Two (2) photocopies of original
3. Seven (7) USB Flash Drives in .pdf format
DUVAL COUNTY PUBLIC SCHOOLS

RFP: BOND UNDERWRITING SERVICES
RFP No. 04-18/TW

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21.0 Assignment of Contract and/or Payment
22.0 Agreement
23.0 Dispute
24.0 Disclaimer
25.0 Office of Economic Opportunity (OEO) Participation
ATTACHMENTS:

A. Attachment A - Required Response Form (Page 1 of 30)
B. Office of Economic Opportunity (OEO) Participation Form
C. Fee Schedule

EXHIBITS:

1. Exhibit 1 - Member Evaluation Worksheet
2. Exhibit 2 - Composite Federal Forms
INTRODUCTION:

1.1 Purpose:

The purpose and intent of the Request For Proposals (“RFP”) is to solicit sealed Proposals from qualified sources to establish contracts for Bond Underwriting Services (investment banking) regarding the issuance of long term debt (general obligation, tax revenue, etc.) and tax exempt lease-purchase obligations (Certificate of Participation, hereinafter referred to as COP's). Agreements will then be entered for the selected Firms (“Contractors”) to provide the described services for Duval County Public Schools (DCPS” or the “District”).

1.2 General Information about District Schools:

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by the District’s school officials. The Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of the District. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal laws and regulations, State Board of Education Rules, and School Board policies.

The District is coterminous with Duval County, which covers 850 square miles and operates 171 facilities, including administrative areas, elementary schools, middle schools, high schools and specialized schools.

The District serves approximately 128,000 students (the student population changes annually). It is the second largest employer in Jacksonville with approximately 11,800 full time staff (approximately 8,300 teachers) at 99 elementary schools, 3 grades K-6 schools, 2 grades K-8 schools, 24 middle schools, 2 grades 6-12 schools, 19 high schools, 6 exceptional student centers, 1 virtual school, 7 alternative schools, 33 charter schools, and additional administrative facilities.

1.3 District Objectives/Scope of Services:

The District’s bond underwriting program was previously contracted to several firms for these services. The contracts expired on May 31, 2018. It is the intention of the District with this solicitation to replace the previous contracts for services with up to five (5) of the highest ranked, qualified firms. If fewer than five firms respond, the District may contract for services with all qualified respondents. For a firm to be considered qualified, it must attain an aggregate minimum of 50% of the total points available as determined by the Evaluation Committee.

It shall be understood there is no guaranty of the issuance of debt as a result of any contract awarded pursuant to this RFP.
The successful Contractors shall furnish all necessary management and resources (including but not limited to sufficient administrative and management personnel, support staff, equipment, materials and supplies) to provide a complete scope of underwriting services for the District.

All Services shall be fully, timely, and continuously performed by the Contractors in a manner in accordance with the Scope of Services as set forth in this RFP. The required services may include, but are not limited to:

A. The issuance of COP's to provide financing for District school facilities;
B. The refinancing of existing debt with the objective of reducing debt service;
C. Assistance in the preparation for a general obligation bond referendum and the issuance of general obligation bonds, if passed by the voters;
D. Sales tax revenue bonds, if applicable;
E. Other underwriting related services

Payment to any participating Contractor will be contingent upon the successful closing of each financing. No fees will be paid unless a transaction is priced and closed.

1.4 Underwriting Group

It is the intention of the District to select Senior Managing Underwriters and Co-Managers to form the Underwriting Group, which will be responsible for all underwriting services as described in Section 1.3. Up to three (3) firms will be appointed by the District to serve as Senior Managing Underwriters on a rotating basis. Additionally, two or more firms will be designated as Co-Managers. The combination of these firms will comprise the Underwriting Group. Responding firms should indicate in the transmittal portion of their proposal whether they prefer to be considered as a Senior Managing Underwriter or as a Co-Manager. It is preferable to the District that the Underwriting Group include at least one minority firm, as well as local, regional and national firms.

The Underwriting Group shall coordinate its’ activities with Greenburg, Traurig P.A., as the District’s Bond Counsel.

1.5 Contract Term:

The District intends to select multiple Contractors to provide complete Bond Underwriter services as herein described for the District commencing from the date after award through May 31, 2020 (subject, however, to availability of lawfully appropriated funds for each District fiscal year). The Contract may thereafter be renewed for three (3) additional one (1) year periods, upon the consent and agreement of both parties. The fee structure of the Contractors shall remain firm for the entire contract term including any and all renewal periods.
2.0 **EX PARTE COMMUNICATION:**

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with District personnel involved with or related to the RFP, other than as designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Respondents' proposal.

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with Board members is also prohibited and will result in the disqualification of the Respondent.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective Respondent are necessary for, and solely related to, the ordinary course of business concerning the District’s existing contract(s) for the materials or services addressed in this RFP (but in no event shall any existing vendor intending to submit a proposal initiate communications to any member(s) of the School Board of Duval County, Florida; it being understood such communication initiated by a vendor under these circumstances would not be in the ordinary course of business).

3.0 **PREPARATION AND SUBMISSION REQUIREMENTS:**

3.1 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

3.2 **All proposals must be received no later than 2:00 p.m. (eastern prevailing time), on February 16, 2018.** Official time for the purpose of RFP opening will be calibrated using [http://www.timeanddate.com/worldclock/results.html?query=jacksonville](http://www.timeanddate.com/worldclock/results.html?query=jacksonville). If a proposal is transmitted by US Mail or other delivery medium, the Proposers(s) will be responsible for its timely delivery to Purchasing Services, 4880 Bulls Bay Highway, Jacksonville FL 32219-3235. Any proposal received after the stated time and date or at other location will not be considered.

3.3 **One manually signed original, two (2) photocopies of original, and seven (7) copies on USB Flash Drive. (7 USB Flash Drives to be submitted)** of the complete proposal must be sealed and clearly labeled "REQUEST FOR PROPOSAL: BOND UNDERWRITING SERVICES" on the outside of the package. The legal name, address, Proposers’ contact person, and telephone number must also be clearly annotated on the outside of the package.

The manually signed original shall be marked as “ORIGINAL”. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

All proposals must be signed by an officer or employee having authority to legally bind the Proposers(s).

Any corrections of unit prices must be by line-outs of the original prices with correct amounts typed or written in and initialed by the originator. Corrections made using correction fluid (white out) or any other method of correction are unacceptable.
NOTES: It is the sole responsibility of each respondent to assure all proposal copies are EXACT duplicates of the original proposal. USB Flash Drives will be utilized by the Evaluation Committee for the purpose of evaluation of proposals.

Any information contained in the original proposal which has not been transferred to the USB Flash Drive or photocopies will NOT be considered. The original document will be used solely for official record keeping purposes.

3.4 Potential Proposers (or any representative of a potential Proposer) shall not contact, by written or verbal communication, any District employee for information regarding this RFP other than as expressly permitted by this RFP.

Additions, deletions or modifications to information contained in the RFP document will be presented to all potential Proposers by means of a written addendum, if necessary.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District. Any questions or requests for clarification regarding this RFP shall be submitted to Terrence Wright, Purchasing Services in writing via e-mail at wrightt@duvalschools.org. The deadline for such questions or requests will be 4:00 p.m., eastern prevailing time, on Thursday, February 1, 2018, unless otherwise extended in writing by the District. Questions or requests for clarification received after the deadline will NOT be addressed. Note that Proposers are requested to submit questions regarding this RFP for the District’s clarification via issued Addenda, instead of Proposer’s taking exceptions to any terms or conditions of this RFP within the submitted proposal.

3.5 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the District ample time to award the Agreement for the services specified in the proposal and this RFP. Concurrent with the delivery of the Proposer’s proposal, the Proposer shall also irrevocably deliver a completed and properly signed Attachment A. Upon completion of the award process and within three (3) business days of the School Board’s completion of the award process at its duly called meeting the required insurance certificate must be delivered. (see Section 17.0 of this RFP).

4.0 FAMILIARITY WITH DISTRICT AND ADDITIONAL INFORMATION:

Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The Proposers(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the Agreement. No additional allowance will be made due to lack of knowledge of these conditions.

Submission of a proposal shall constitute acknowledgement by the Proposers that it is familiar with all conditions. The failure to familiarize itself with the sites shall in no way relieve him or her from any obligations with respect to the proposal.
5.0 TIME SCHEDULE:

The District will attempt to adhere to the following time schedule:
Thursday, January 18, 2018, RFP Distribution
Thursday, February 1, 2018, at 4:00 p.m. (eastern prevailing time) Deadline for questions
Friday, February 16, 2018, at 2:00 p.m. (eastern prevailing time) Proposal Opening
March 1, 2018, Committee Evaluation
Board Award, April, 2018

Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

The District reserves the right to schedule Mandatory pre-proposal conference(s) as necessary to encourage competition and serve to advance the best interests of the District.

6. DISTRICT’S RIGHTS AND RESERVATIONS:

A. The District reserves the right to accept or reject any or all proposals.

B. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.

C. The District reserves the right, before awarding the contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

D. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.

E. The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.

F. The District reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the District reserves the right to discontinue negotiations and to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

G. The District reserves the right to require presentations/interviews with the highest ranked respondents. The District will notify the affected respondents by email not later than two business days prior to their respective scheduled presentation/interview. Schedules will be determined by random selection. Presentations/interviews shall be based upon the information submitted in the respondent’s proposal.

7.0 INFORMATION TO BE INCLUDED WITH THE SUBMITTED PROPOSALS

A. Title Page: Include RFP number, subject, name of the proposer, address, telephone number and the date.
B. **Table of Contents:** Include a clear identification of the material by section and by page number.

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

D. **Required Response Form:** (ATTACHMENT A) with all required information completed and all signatures as specified. Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

E. **Proposal:** Include all required relevant information about the responding firm as described in the following Section (Section 8.0 Evaluation Criteria).

F. **Other Company Names:** State under what, if any, other or former name(s) the proposer has operated or done business under. If none, state so.

G. **Office of Economic Opportunity (OEO) Participation Form (ATTACHMENT B):** Complete and include this form with the proposal.

H. **Fee Schedule (ATTACHMENT C):** Complete and include this form with the proposal.

8.0 **EVALUATION CRITERIA:**

In order to maintain comparability and enhance the review process, proposals are to be organized in the manner specified below. Include all information in your proposal. Proposers are encouraged to provide tab separations for each line item. Proposals received which do not contain ALL items listed in this section may be considered non-responsive or be awarded less points for the given category below. See below and Exhibit 1 (Member Evaluation Worksheet)

A. **Experience and Qualifications - Provide clear, detailed response to each response area below (30 points maximum):**

Provide evidence that your firm has had a minimum of two years public finance experience, including, but not limited to previous experience as an underwriter in tax-exempt bond issues and lease purchase financings (COP's) where a single issue amount issued at one time was in excess of $50 million. With regard to firms desiring to be considered as Senior Manager, preference will be given to firms that have experience with Florida School Districts.

**NOTE:** Each proposer shall provide a copy of the page from the Bond Buyer’s Municipal Market Place, Directory of Municipal Bond Underwriter’s, verifying that the firm, affiliate or partner of proposer is listed as an Underwriter. Failure to provide this information shall render the respondent's proposal nonresponsive.

Provide the following information with sufficient detail to assist the Committee in its evaluation:
1. General background information that demonstrates the firm’s capacity and ability to satisfactorily provide bond underwriting services.

2. Specific bond underwriting services performed by the firm, relevant to the District. Include the scope of work undertaken and the results.

3. Provide the names, titles, home base location, areas of expertise and supporting resumes of the individuals on the firm’s team who will be assigned to DCPS. Be specific as to the role each person will assume in the project (i.e., senior manager, consultant/accountant, etc.) and their relevant experience performing bond underwriting services.

4. Discuss any recent changes in staffing and/or mergers or acquisitions of your firm and the impact on the municipal securities business.

5. For each of the years 2014, 2015, 2016 indicate the number of your firm’s professional employees in.
   a. Public Finance
   b. Underwriting
   c. Sales and Trading

6. Provide the name(s) and brief resume(s) of the sales professional(s) who will be responsible for the sale of DCPS’s financing.

7. Provide a tabular listing of the firm’s experience with lease-purchase financing (COP’s) as senior manager and co-manager within the State of Florida since January, 2014. Include the following information:
   a. Date of Issue
   b. Par amount of bonds
   c. Name of issuer
   d. Name of issue
   e. Role of your firm (i.e. - book-running senior, co-senior or co-manager)

8. Indicate your firm’s total national number and par amount of lease purchase financings during the same period.

9. Provide a summary of issuances to public education (K-12 as well as post-secondary institutions: colleges and universities) by your firm, as authorized by the American Recovery and Reinvestment Act (ARRA) of 2009.

10. Provide the name and location of up to two law firms, ranked in order of preference, that would serve as Underwriters’ Counsel should your firm be appointed as senior manager of the Underwriting Group. (NOTE: The selection of Underwriters’ Counsel is left to the discretion of the Senior Manager).

11. Provide the names, titles, addresses, email addresses and phone numbers of three issuers for which your firm has been senior manager of the underwriting group for any financing that DCPS may contact as client references with respect to your firm’s performance.

12. Provide a statement of any litigation or regulatory action that has been filed against your firm in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm, provide a statement to that effect.
13. List any contracts which have been terminated early or upon renewal within the past five (5) years. Explain the reason for early termination or non-renewal and include contact names, titles and email addresses.

The District’s prior Official Statements can be obtained from: http://emma.msrb.org/search/search.aspx

B. **Scope of Services Provided:** Provide Clear and detailed response to each response area below (30 points maximum):

1. Describe with specificity the services, techniques, and approaches your firm can provide to DCPS in the areas of bond underwriting services. Provide a brief description of the firm’s tax-exempt securities distribution capabilities as applicable to DCPS’s proposed financings. Include a brief explanation of how these capabilities might benefit the District.
2. Provide your firm’s capital position based upon the most recent information available for:
   a. Total Capital
   b. Uncommitted (exceed net) capital
3. Describe your firm’s involvement with other school districts within the State of Florida since 2014 regarding bidding on Competitive Revenue and Tax Anticipation Notes, as authorized by Florida Statutes, Section 1011.14.
4. Provide a brief summation of the reasons your firm should be selected for the underwriting role for which it has applied (senior manager or co-manager). In particular, the unique capabilities of your firm and the individuals in the firm assigned to this engagement that distinguish it from other firms. Be specific and relate this summation of how DCPS will benefit in this engagement from selection of your firm. Please limit this response to not more than two pages.
5. Provide a description of your company’s retail distribution capabilities.
6. Describe any additional services that your firm is able to provide in relation to bond underwriting services.

C. **Cost of Services:** Complete the Fee Schedule (ATTACHMENT C) in its entirety (35 points maximum):

The firm submitting the lowest overall cost fee structure will receive all available points for this category. All other respondents will receive points proportionate to the lowest cost response (ex – a response that is 20% higher than the lowest submitted cost will receive 20% fewer points).

Proposer is to provide the maximum management fee and itemized expenses (including Underwriters’ Counsel fees, takedown and all expenses) which the firm would propose as Senior Manager of the Underwriting Group for the following financing:

1. A 25-year, fixed rate certificates of participation issue with a par amount of $100

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RFP No. 04-18/TW, Bond Underwriting Services
2. A 25-year fixed rate general obligation bond with a par amount of $100 million.
3. A 25-year fixed rate sales tax revenue bond with a par amount of $100 million.

For firms proposing to serve as a Senior Managing Underwriter, include the following information for the last three Florida Senior Managed school financings (preferable K-12 COP financings).
1. Components of Underwriters Discount (takedown, management fee, underwriters’ counsel, expenses, etc.).
2. Include a table showing the par amount of each maturity, payment date, coupon, yield takedown and MMD “AAA” rate for that day.

After award, total compensation for each individual financing will be determined by negotiation between the senior manager, on behalf of the Underwriting Group, DCPS and its Financial Advisor.

D. **Office of Economic Opportunity (OEO) Policy and Proposed Schedule of Participation Form: (5 points)** Submit with all required information completed and all signatures as specified. Additionally, include the following information in narrative form:

1. **Proposers that are certified** with DCPS as a Small Business Enterprise (SBE) and/or a Minority/Women Business Enterprise (M/WBE) meet the established SBE goal and/or the M/WBE goals.
2. **Proposers not meeting the certification requirements as stated** above must provide the following:
   a. Proposer’s Minority Business Enterprise, Small Business Enterprise or Supplier Diversity Program (if any).
   b. Documentation of Proposer’s previous experience doing business with Minority Businesses and/or Small Businesses.
   c. Documentation of experience in submitting with organizations that have an MBE or SBE program. Indicate the agency name, established & achieved goals, along with the contact names and number(s) for verification.
   d. Approach to achieve the established goals of 5% M/WBE and 5% SBE participation. Your explanation should include, but not be limited to, identifying targeted areas for the solicitation for participation along with a listing of company names you expect to do business.

Proposers are advised that the OEO participation goals on this contract is based on the total contract minus salaries and management fees. The OEO directory can be found at the following link: [www.duvalschools.org/oeo – OEO Directories](http://www.duvalschools.org/oeo).

**NOTE:** All Proposers should complete and return, as a part of this item; the attached OEO PROPOSED SCHEDULE OF PARTICIPATION Form (see Attachment B).

### 9.0 PROPOSAL EVALUATION PROCESS:

Proposals are received and publicly opened. Only names of Proposers are read at this time.

An Evaluation Committee will convene, review and evaluate all proposals submitted based on the
factors set forth in the RFP. The Proposer’s complete response will be reviewed and evaluated by the Evaluation Committee.

The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award.

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Proposer.

Proposers are advised to provide their respective best offer with the initial proposal because the District reserves the right to award a contract based on initial proposals without further discussion or negotiation.

The proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate revisions to or removal of unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the District and the selected Proposers cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Proposers and to negotiate and execute the Agreement with the next-ranked Proposers. Note section 4.4 above, where Proposers are requested to submit questions during the addendum process instead of taking exceptions within the proposal to the terms and conditions in this RFP.

The District reserves all rights, in its sole discretion, not to issue an award to any Proposers, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Proposer for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

An agenda item will be submitted recommending to the School Board the award or rejection of any and/or all proposal(s). The School Board will then award or reject any or all proposal(s).

10.0 REPLACEMENT OF CONTACTOR STAFF:

Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes of replacement management personnel may be required to be submitted to the District for review.

11.0 CANCELLATION OF AWARD/TERMINATION:

11.1 Cause:

In the event the Contractor, either willfully or unintentionally violates any of the provisions of the Agreement, the Superintendent or designee shall give written notice stating the deficiencies.
The Contractor shall provide to the District its action plan within two (2) business days after the District's notification, and the Contractor shall have ten (10) business days after the District's initial notice to complete the cure set forth in its action plan.

11.2 Convenience:

The District reserves the right to terminate the Agreement resulting from this RFP, at any time and for any reason, upon giving no less than thirty (30) calendar days prior written notice.

If said Agreement should be terminated for convenience as provided herein, the District shall be relieved of all obligations under said Agreement. Access to any and all work papers will be provided to the District after the termination of the Agreement.

The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Agreement; it being understood that the District's payments to the Contractor forms the consideration for the District's termination for convenience not being available to Contractor. In the event of the District's termination of the Agreement, the District (in its sole election) may also require the Contractor to provide the transition assistance as set forth in Section 12.6 of this RFP.

11.3 Breach of contract resulting in termination of the Contractor for cause may result in the Contractor being debarred from future solicitations pursuant to School Board Policy 7.70.

11.4 FORCE MAJEURE: Whenever the Contractor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the Contractor to promptly send written notice to the District's Director of Purchasing Services, as to the extent of this disruption and its probable effect upon this Agreement. If, in the opinion of the District, the disruption presented is commensurate with the conditions established herein, the District may elect to modify delivery/service timelines, renegotiate the Agreement in whole or in part, or cancel all or any portion of the Agreement. The Contractor will be given written notification of all decisions made. The decision of the District shall be final, and the District's objective will be a solution that is mutually beneficial.

11.5 Notwithstanding anything to the contrary herein, each payment obligation of the District created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services. If such funds are not allocated and available, the Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

11.6 In order to provide transition assistance to the District in the event that the Agreement is terminated or expires, the Contractor agrees that the District may provide written notice to the Contractor retaining the Contractor for a mutually agreed upon period of time (at a minimum of one calendar month, plus five (5) additional calendar months on a month-by-month basis at the District's sole and unilateral election) on the same terms and conditions set forth in the Agreement (the “Transition Assistance”). The provisions of this section will not apply if the Agreement is terminated by the Contractor based on an uncured event of default by the District.
12.0 **DEFAULT:**

In the event that the Contractor breaches the Agreement, the District reserves the right to seek any and all remedies in law and/or in equity.

13.0 **LEGAL REQUIREMENTS:**

13.1 It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility. Upon award, Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement, the following, all of which shall be incorporated into the Agreement by this reference, and which are attached as composite Exhibit 2: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit.

13.2 The District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or Subcontractor. Accordingly, Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor’s performance under the Agreement on account of a person’s actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

13.3 Respondents affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

13.4 **JESSICA LUNSFORD ACT:**

The Contractor shall comply with and be responsible for all costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005 (if applicable). The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Sections 1012.32, 1012.465 and 1012.467 Florida Statutes and any other applicable Section(s).
In 2013, the Florida Legislature amended Section 1012.467 F.S. to create a requirement for a uniform, statewide identification badge to be worn at all times by non-instructional Contractors when on school grounds. The cost of the badge may not exceed ten dollars ($10.00) per badge, per employee. After the implementation of the initial badge, Contractors shall replace the badges concurrently with the re-fingerprinting of employees. The associated cost of the uniform, statewide badge shall be the responsibility of the Contractor. The Contractor shall report any arrest for a disqualifying offense within forty-eight (48) hours of the arrest. Failure of the Contractor / Contractor’s employee to report an arrest for any disqualifying offense within 48 hours is a felony of the third degree punishable as provided in Section 775.082 or Section 775.083 F.S

13.5 Other Legal Requirements. All the personnel assigned by the Contractor and any subcontractor shall be authorized under state and local laws to perform such Services, whether by appropriate license, registration, certification or other authorization.

13.6 Representations and Warranties.

13.6.1 The Contractor warrants that it is a duly formed business entity duly organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to the Agreement in the State of Florida. The Contractor agrees that it will comply with all rules and regulations of governmental bodies governing its performance under this RFP and the resulting Agreement whether or not such specified in the Agreement and Exhibits. The Contractor further warrants that the execution and delivery of the Agreement and the terms and conditions herein have been duly authorized by proper corporate and/or partnership action (as the case may be).

13.6.2 The Contractor shall comply with all applicable federal, State and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Agreement, as the same exist and as they may be amended from time to time.

13.6.3 Each Party agrees to continue performing its obligations under the Agreement while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance.

13.6.4 Each Party agrees that, in its respective dealings with the other Party under or in connection with the Agreement, it shall act in good faith.

13.6.5 Neither Party shall use the name or marks of the other without its express written permission, which may be withdrawn at any time.

13.7 Miscellaneous. The Agreement to be awarded pursuant to this RFP shall be further governed by the following:

13.7.1 This RFP and any Agreement resulting therefrom shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of the Agreement shall lie exclusively in the jurisdictional courts in and for Duval County, Florida.

13.7.2 The Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.
13.7.3 Except for the provisions requiring Contractor to pay the District’s reasonable attorneys’ fees and costs for any matter arising under Section 17 of the RFP (which shall control), in the event of any other conflict arising from the Agreement, each party shall pay its own attorneys’ fees and costs.

13.7.4 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

13.7.5 Nothing herein shall be deemed that the District alters, limits, waives, or expands the provisions and limitations of section 768.28, Florida Statutes. Except as otherwise provided by Florida Law, neither the execution of the Agreement by the District nor any other conduct, action or inaction of any District representative relating to the Agreement is a waiver of sovereign immunity by the District.

13.7.6 The Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

13.7.7 The Article and Section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.

13.7.8 The Contractor is, and shall at all times be, an independent contractor under the Agreement and not an agent of the District. Nothing in the Agreement nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Agreement shall be construed as or deemed to create as to the Parties any partnership or joint venture. Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.

13.7.9 The Agreement is entered into solely between, and may be enforced only by, the District and the Contractor, and the Agreement shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or employees of either Party, or to create any obligations of a Party to any such third parties.

13.7.10 Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Agreement shall not relieve the other Party from responsibility for complying with the requirements of the Agreement, nor shall it be construed as a waiver of any rights under the Agreement, except as and to the extent otherwise expressly provided in such approval or consent. The failure of either party to enforce any provision of the Agreement will not constitute a waiver of future enforcement of that or any other provisions.

13.7.11 The provisions in this RFP and all Agreement documents, which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Indemnification, Insurance, and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.

13.7.12 All media releases, public announcements, and public disclosures by either Party relating to the Agreement or the subject matter of the Agreement, including promotional or marketing material, shall
be coordinated with and approved by the other Party prior to release. Contractor shall not host or stage
events at District locations without receiving prior approval by the District Contract Administrator.

13.7.13 Time shall be of the essence as to all provisions of the Agreement. If any date of significance
hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to
the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays
shall not be considered business or working days.

13.7.14 Every notice, approval, consent or other communication authorized or required by the Agreement
awarded pursuant to this RFP shall not be effective unless same shall be in writing and sent via hand
delivery or overnight delivery (with a receipt), directed to the other party at its address provided below, or
directed to the Contractor as established promptly after the award of the Agreement pursuant to this
RFP. Either party may change the address by written notice to the other party from time to time in
accordance herewith

If to District: With copy to:
The School Board of Duval County, Florida Office of General Counsel
1701 Prudential Drive, 6th Floor c/o 1701 Prudential Drive
Jacksonville, Florida 32207 Room 653
Phone: (904) 390-2672 Jacksonville, Fl 32207
Attn: Superintendent Phone: (904) 390-2032

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day
activities shall be exchanged between the respective representatives of the District and the
Contractor. Once so designated, each party's representative shall coordinate communications and
processes as needed for the purposes of conducting the services set forth in the Agreement, as well
as the process for routine or administrative communications. The parties shall also reasonably
cooperate as to the development (including content and format) of the invoicing and any reports to be
provided by Contractor as part of the services.

13.7.15 **Gratuities and Kickbacks.** Any employee or any official of the District, elective or appointive, who shall
take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract,
money or other things of value, as an inducement or intended inducement, in the procurement of
business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation,
offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed
guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract,
money, or other things of value, as an inducement or intended inducement, in the procurement of
business, or the giving of business, to any employee or official of the District, elective or appointive, in
his efforts to proposal for, offer for sale, or to seek in the open market to make sales to the District, shall
be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the
law.

It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value
whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not
employed or retained any company or person, other than a bona fide employee working solely for the
Contractor, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person,
company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor’s respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

13.7.16 In the event of any conflict among the documents, the order of priority of the contract documents shall be as follows:

First, to any executed Agreement resulting from the award of this RFP;
Second, Addenda (if any) released for this RFP, with the latest Addendum taking precedence;
Third, the RFP, and
Last, the awardee’s Proposal.

13.7.17 The District shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment shall be in accordance with applicable law.

Each payment obligation of the District created by the Agreement is conditioned upon the availability of funds as set forth in section 12.5 above.

13.7.18 Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act (“FERPA”) 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

14.0 FEDERAL AND STATE TAX:

Employment taxes: The Contractor shall comply with all matters relating to the timely payment of all taxes (Federal, State and local) and payroll taxes, unemployment taxes or contributions or other Federal or State employment taxes. The Contractor shall indemnify, defend, and hold District harmless from any liability for any required tax responsibilities.

Tangible taxes: The District is exempt from Federal and State taxes for tangible personal property. The Contractor’s doing business with the District shall not exempt Contractor from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor shall Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

15.0 CONFLICT OF INTEREST:

15.1 Pursuant to the District's Policy, all proposers and Contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the proposer
or contractor in any capacity related to procurement of services under this RFP, and who within the last two (2) years, have been or are employees of the District. And all proposers and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District’s employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates they held those positions. By its signature of the Agreement, the Contractor shall certify to the District that there are no names to disclose to the District pursuant to this section, unless Contractor provided the names when Contractor submitted its proposal in response to the RFP.

15.2 Non-Collusion Statement / Public Domain

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

All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

16.0 INSURANCE REQUIREMENTS:

A. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at its sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this section, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement.

1. **Workers’ Compensation/Employers Liability**: The Workers’ Compensation and Employers’ Liability insurance provided by the Contractor shall conform to the requirements set forth herein.

   a. The Contractor insurance, or self-insurance, shall cover the Contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage shall be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

   b. The policy must be endorsed to waive, or for self-insurance the Contractor hereby agrees to waive, the insurer’s right to subrogate against the District,
and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with the District, and its members, officials, officers and employees scheduled thereon.

c. Subject to the restrictions of coverage found in the standard Workers’ Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act or any other coverage customarily insured under Part One of the standard Workers’ Compensation policy. The minimum amount of coverage for those coverage’s customarily insured under Part Two of the standard Workers’ Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000  Each Accident  
$1,000,000  Disease - Each Employee  
$1,000,000  Disease - Policy Limit

d. The Contractor may be relived of providing Workers’ Compensation coverage provided an exemption form is submitted from the State of Florida Division of Workers Compensation stating the Contractor is exempt from the insurance requirement under F.S. 440.

2. Commercial General Liability. The Commercial General Liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The Contractor’s insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under the Agreement.

1) The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

2) The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

b. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000  General Aggregate  
$1,000,000  Products/Completed Operations Aggregate  
$1,000,000  Personal and Advertising Injury
c. The Contractor shall include the School Board of Duval County, Florida, and its members, officials, officers and employees as “additional insured’s” on the Commercial General Liability coverage. The coverage afforded such additional insured’s shall be no more restrictive than that which would be afforded by adding the School Board of Duval County, Florida, and its members, officials, officers and employees as additional insured’s on the latest edition of the Additional Insured – Owner’s, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

d. The Contractor shall pay on behalf of the School Board of Duval County, Florida, or its member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the School Board of Duval County, Florida, or its member, official, officer or employee for which the School Board of Duval County, Florida or its member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The Contractor’s insurance shall cover the Contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with the Agreement.

b. The School Board of Duval County, Florida, and its members, officials, officers and employees shall be included as “additional insured's” in a manner no more restrictive than that which would be afforded by designating the School Board of Duval County, Florida, and its members, officials, officers and employees as additional insured’s on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

c. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

B. EVIDENCE OF INSURANCE. Except as may be otherwise expressly specified in this section, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement. The Contractor shall provide evidence of such insurance in the following manner:
1. As evidence of compliance with the required Workers’ Compensation and Employer’s Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the Contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers’ Compensation/Employer’s Liability contains a waiver of subrogation in favor of the School Board of Duval County, Florida, identify the Agreement, and provide that the underwriter shall endeavor that the District shall be given no less than thirty (30) days’ written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the Contractor shall furnish the District with:

   a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the School Board of Duval County, Florida and its members, officials, officers and employees as Additional Insured’s in the Commercial General Liability coverage.

   b. An original copy of the policy (or policies) upon reasonable request by the District.

3. Until such time as the insurance is no longer required to be maintained by the Contractor as set forth in the Agreement, the Contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the Contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under the Agreement.

C. INSURERS QUALIFICATIONS/REQUIREMENTS:

1. Insurers providing the insurance required by the Agreement for the Contractor must either be:

   a. Authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or
b. An eligible surplus lines insurer under Florida Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers’ Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best’s Rating of “A-” or better and a Financial Size Category of “VII” or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by the Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure; the Contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the Contractor shall be in default of the Agreement.

D. **Primary and Non-Contributory.** The insurance provided by the Contractor pursuant to the Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the School Board of Duval County, Florida, and its member, official, officer or employee.

E. **Additional Remedy.** Compliance with the insurance requirements of the Agreement shall not limit the liability of the, Contractor or its Subcontractors or Sub-subcontractors, employees or agents to the District or others. Any remedy provided to the School Board of Duval County, Florida, or its members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

F. **District Approval:** Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor’s full responsibility to provide the insurance as required by the Agreement.

17.0 **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:**

17.1 The Contractor shall, in addition to any other obligation to indemnify the School Board of Duval County, Florida, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work.

17.2 Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked,
trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the District. If contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark of (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing.

17.3 The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

17.4 Except as may otherwise be expressly set forth herein, each party shall be responsible to pay its own attorney's fees (including paralegal and any other fees) and all costs arising from disputes under the Agreement.

17.5 The Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS ($10.00) payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida.

17.6 This article will survive the termination of the Agreement.

18.0 **PUBLIC RECORDS LAW:**

Pursuant to Florida Statutes Chapter 119, responses received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents or other materials submitted by all Respondents in response to this offering shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes, unless otherwise exempt under Florida law.

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding public records (whether documents, notes, letters, emails, or other records) received or generated in relationship to the Agreement awarded by the District.

The Agreement shall be subject to Florida’s Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida’s public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

A. Keep and maintain public records required by the District in order to perform the service.

B. Upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as
otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

D. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District’s custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT’S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER TO BE PROVIDED PURSUANT TO SECTION 13.7.14 ABOVE.

To the extent a proposer asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain. It is not contemplated that any portion of a Proposal will be exempt or confidential from disclosure pursuant to Chapter 119, Florida Statutes.

19.0 PERMITS AND LICENSES:

The Contractor shall be responsible for obtaining any necessary permits and licenses and shall comply with laws, rules, and regulations whether State or Federal and with all local codes and ordinances without additional cost to the District. Some examples may include but are not limited to: Florida incorporation requirements; business licensing at the State level as well as the City of Jacksonville (Duval County); EPA hazardous material management certification requirements for facilities; vehicle registration and licensing.

20.0 PUBLIC ENTITY CRIMES:

20.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/Proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant...
under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

20.2 The Proposer certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days of the award of the Agreement.

21.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

21.1 The Agreement is personal to the parties herein and may not be assigned, in whole, or by merger or reorganization by the Contractor without prior written consent of the District in its sole discretion which shall not be unreasonably withheld. The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal, or its subsidiaries, affiliates, or designees.

Notwithstanding the above, should the Contractor desire to delete, add, or amend any subcontractors or engage additional companies as subcontractors then the Contractor shall ensure that each subcontractor complies with all provisions of the agreement, and notwithstanding anything to the contrary, the Contractor shall remain liable for the acts and omission of such subcontractor(s) and the proper performance and delivery of the Services.

21.2 The Contractor herein shall not assign payments under the Agreement without the prior written consent of the District.

22.0 AGREEMENT:

An Agreement, which shall include the terms and conditions set forth in this RFP, may be released, after award, for any work to be performed as a result of this RFP. This document, the proposal, negotiated terms, agreement if applicable, and any other relevant documents will constitute the complete agreement between the Contractor and the District.

23.0 DISPUTE:

A. Any Proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Officer, Operations Support (formerly known as Associate Superintendent of Business Services), or designee (hereinafter “Hearing Officer”) immediately, but no later than two (2) working days after RFP opening or after recommendation of award for as set forth in paragraph 9 infra, which will initiate the 48-hour notice requirement.

The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. (eastern prevailing time) on the fourth (4th) calendar day immediately following the RFP opening or receipt of notice of intent to award recommendation as is appropriate.

If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m.
Protests shall be presented with specificity, and every issue shall be fully documented.

B. The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

C. The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

D. All Proposers shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

E. The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

F. The Hearing Officer shall issue his/her decision on or before five (5) working days of the completion of the protest hearing.

G. The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

H. The District does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any Proposers utilizing delivery by fax shall assume the risk associated with incomplete delivery or non-receipt.

I. Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operative date for the notice requirement shall be the date the specifications were obtained by the proposer but no later than 10 days prior to the date of bid opening or proposal due date.

24.0 DISCLAIMER:

Except as expressly set forth in this RFP, all figures presented herein (i.e. square footage, times, rates, and quantities) are for evaluative purposes only and are not deemed to be a direction to Proposers, nor a representation/warranty by the District.

25.0 OFFICE OF ECONOMIC OPPORTUNITY (OEO) PARTICIPATION:

- The Duval County Public Schools encourages a maximum participation of Minority/ Women Business Enterprises (M/WBEs) and Small Business Enterprises (SBEs) in its contract awards, based on availability. The Board ensures that the Duval County School Board and private companies doing business with the DISTRICT do not discriminate in the awarding of DISTRICT contracts for construction, procurement of goods and services and professional services on the basis of race, color, sex or national origin.

- RESPONDENTS shall take all necessary and reasonable steps to ensure that certified M/BEs and SBEs have an equitable opportunity to compete and perform on this contract in accordance with the established goals of 5% M/WBE and 5% SBE. Please be advised that
the awarded CONTRACTOR shall be responsible for submitting a monthly Office of Economic Opportunity Utilization report (form 5).

- All RESPONDENTS should complete and return, as a part of this item, the attached Office of Economic Opportunity Policy and Proposed Schedule of Participation Form (Attachment B).
- The OEO directory can be accessed at www.duvalschools.org/oeo — OEO Directories.
ATTACHMENT B

OFFICE OF ECONOMIC OPPORTUNITY PROPOSED SCHEDULE OF PARTICIPATION

NOTICE OF NONDISCRIMINATION

The Duval County Public Schools (DCPS) encourages a maximum participation of Small and Minority/Women Business Enterprises in its contract awards, based upon availability. The Board ensures that Duval County Public Schools and private companies doing business with the DCPS do not discriminate in the awarding of DCPS contracts for construction, procurement of goods and services and professional services on the basis of race, color, sex, or national origin.

SMALL BUSINESS ENTERPRISE PROGRAM AND THE MINORITY/WOMEN BUSINESS PROGRAM

It is the policy of the Duval County Public Schools, as defined in subchapter 7.72 of the Duval County School Board policy, to ensure the equitable participation of Small Business Enterprises (SBEs) and Minority/Women Business Enterprises (M/WBEs), in providing services to the Board under this contract.

In this regard, the proposer shall take all necessary and reasonable steps to ensure that certified SBEs and/or M/WBEs have an equitable opportunity to compete and perform on this contract in accordance with the established SBE goal of 5% and M/WBE goal 5%. Only firms certified with DCPS at the time of submittal may be counted towards the proposer’s goal achievement. Proposers that are certified with DCPS at the time of submittal meet the SBE and/or M/WBE participation requirements for this contract. For a listing of certified SBEs and MBEs, proposers may contact:

- Duval County Public Schools, Office of Economic Opportunity @ (904) 858-4860
- www.duvalschools.org/oeo

After the award of the contract, failure on the part of the successful firm to contract with SBEs and/or M/WBEs to fulfill the established goals may constitute a material breach of contract and default justifying termination. In the event the selected SBE and/or M/WBE firm ceases to exist or terminates its relationship with the proposer, another certified SBE and/or M/WBE firm shall be selected and mutually agreed to so as to maintain compliance.

For the purpose of evaluation, this form should be submitted along with Section A or Section B requirements.

A. Proposers that are certified with DCPS, at the time of submittal must provide proof of current certification in order to meet the full SBE and/or M/WBE participation requirements.

B. Proposers not meeting certification requirements above provide the following:
   1. Proposer’s Supplier Diversity program (if any).
   2. Documentation of Proposer’s previous experience doing business with Small and/or Minority/Women Businesses.
   3. Documentation of experience in submitting with organizations that have SBE and/or M/WBE programs. Indicate the agency name, established & achieved MBE goal, along with the contact names and number(s) for verification.
   4. Approach to achieve the established SBE goal of 5% and M/WBE goal of 5% participation. Your explanation should include, but not be limited to, identifying targeted areas for the solicitation for participation along with a listing of company names you expect to do business.

I declare that I have read the foregoing conditions and instructions and that facts as revealed to the DCPS herein, are true to the best of my knowledge and benefits.

Signature: ___________________________ Title: ___________________________
Print Name: ________________________ Date: _________________________

RFP No. 04-18/TW, Bond Underwriting Services
ATTACHMENT C

FEE SCHEDULE

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GRAND TOTAL $_________________ (Total Columns a, b & c)

VENDOR (firm name): __________________________________________________________________

PRINT NAME OF AUTHORIZED REPRESENTATIVE: ____________________________________________

SIGNATURE OF AUTHORIZED REPRESENTATIVE: ____________________________________________

TITLE: __________________________________ DATE: ________________________________

Alteration of this document in any way may render the respondent’s proposal invalid.
## Exhibit 1: BOND UNDERWRITING SERVICES RFP
**MEMBER EVALUATION WORKSHEET**

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<td><strong>A. Experiences and Qualifications</strong></td>
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<td>General Guidelines</td>
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<td><strong>B. Scope of Services</strong></td>
<td>(Total points 30)</td>
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<td>General Guidelines</td>
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<td><strong>C. Cost of Services</strong></td>
<td>(Total points 35)</td>
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<td>To be determined by formula</td>
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<td><strong>D. Office of Economic Opportunity (OEO) Participation</strong></td>
<td>(Total points 5)</td>
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<tr>
<td>To be determined by OEO</td>
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______________________________
Committee Member Printed Name and Signature

______________________________
Date

______________________________
RESPONDENT
EXHIBIT 2
COMPOSITE FEDERAL FORMS

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (defined as any individual or company who agrees to provide materials or services at a specified price) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (the “District”) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

--------------------------------------------------------------------------------------------------------------------
1. The Contractor agrees to allow reasonable access by the District, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor’s books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow the District to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to the District a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to the District a non-collusion affidavit
7. The Contractor agrees to properly complete and submit to the District a federal drug free workplace certification form.
8. The Contractor agrees the District may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the District may seek remedies for damages, if applicable.
9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

--------------------------------------------------------------------------------------------------------------------

Contractor: ________________________________

PRINT NAME OF AUTHORIZED REPRESENTATIVE: ________________________________

SIGNATURE OF AUTHORIZED REPRESENTATIVE: ________________________________

TITLE: ________________________________
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

________________________________________
Contractor’s SIGNATURE/DATE

________________________________________
NAME/TITLE

Name of Company: ________________________
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

__________________________________________________
Contractor's SIGNATURE

__________________________________________________
NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: _________________________________
INSTRUCTIONS FOR COMPLETION OF NON-COLLABORATION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary offer” as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.
NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the ________________________ of ________________________, a ________________, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm’s offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) ________________________, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

I attest that ________________________, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

_________________________________________  (Signature)  ___________________________  (Date)

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RFP No. 04-18/TW, Bond Underwriting Services