
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** RFP-600233-07/TLR - Bond Counsel Legal Services**DEPARTMENT:** Administrative Services**DIVISION:** Purchasing and Contracts**AUTHORIZED BY:** Frank Raymond**CONTACT:** Tammy Roberts**EXT:** 7115**MOTION/RECOMMENDATION:**

Review and select a firm to provide the County with Bond Counsel Services in accordance with RFP-600233-07/TLR – Bond Counsel Legal Services.

County-wide

Ray Hooper

BACKGROUND:

On July 26, 1994, the Board of County Commissioners directed staff to present professional services that fall into the following categories unranked to the BCC: (a) major space initiatives; (b) audit services; (c) bond counsel; (d) financial adviser; and other major projects designated by the BCC.

RFP-600233-07/TLR will provide for bond counsel services related to debt issuance and other related financial issues as required by the County. This agreement will take place on the date of execution by the county and shall run for a period of five (5) years.

This project was publicly advertised and the County received four (4) submittals, listed alphabetically:

- Akerman Senterfitt, Orlando
- Bryant Miller Olive P.A., Orlando
- Gray Robinson, P.A., Lakeland
- Nabors, Giblin, & Nickerson, P.A., Tampa

The Evaluation Committee comprised of Gary Akers (non-voting, financial adviser for Seminole County), Lisa Spriggs, Fiscal Services Director; Cindy Coto, County Manager; Matthew Minter, Deputy County Attorney, Arnold Schneider, Assistant County Attorney; Angela Singleton, Fiscal Services; and Bob Briggs, Finance Manager, Environmental Services, evaluated the submittals.

The qualification criteria included the following:

Firms Experience and Capabilities:

- Capabilities, experience and expertise of the firm as a whole
- Experience with similar governmental agencies
- Relevant references

Qualifications/Experience of Key Personnel:

- Experience and expertise of the attorneys assigned to the County
- Educational background and training

Methodology/Approach to Work:

- Project Approach
- Innovative Concepts

Compensation:

- Hourly rates
- Reimbursable expenses

The Evaluation Committee has provided comments which are included in the supporting documentation in regards to the following:

Highly Acceptable: Submittal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features which benefit the County.

Acceptable: Submittal meets the County requirements. Any weakness is minor.

Marginal: Submittal contains weaknesses or minor deficiencies which could have an impact, if accepted.

Unsatisfactory: Submittal does not comply substantially with the requirements.

STAFF RECOMMENDATION:

Staff requests the Board to review and select a firm to provide the County with Bond Counsel Services in accordance with RFP-600233-07/TLR – Bond Counsel Legal Services.

ATTACHMENTS:

1. Committee Comments
2. Agreement

Additionally Reviewed By:

- County Attorney Review (Ann Colby)

Evaluations

RFP-600233-07/TLR - Bond Counsel Legal Services

[Edit Response](#) | [Delete Response](#) | [Alert Me](#) | [Go Back to Survey](#)

Congratulations on your selection as an Evaluation Team member!

Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirements.:

Yes

Conflicts of Interest Statement - Policies and procedures address employee and elected official conflicts. ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest.:

Yes

Response #1 - AKERMAN SENTERFITT:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Extensive experience in the State of Florida.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Hourly rate appears to be high. Does not address how the firm will deal with questions, inquiries, etc. from County staff directly unrelated to a "Bond Issuance" with respect to billing.

Response #2 - BRYANT MILLER OLIVE P.A.:

Yes

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Ranking 3 – Highly Acceptable. Hourly rate appears to be within industry standard. Clearly indicates that firm is available to assist the County between bond transactions within reason without billing. Having worked with them in another County, this is the standard by which they serve their clients.

Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

None noted.

Response #3 - GRAY ROBINSON, P.A.:

Yes

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Extensive experience within the State of Florida.

Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Ranking 2 -- Acceptable. Hourly rate appears to be within industry standard. Does not address how the firm will deal with questions, inquiries, etc. from County staff directly unrelated to a "Bond Issue" with respect to billing.

Response #4 - NABORS, GIBLIN & NICKERSON, P.A.:

Yes

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Ranking 3 -- Highly Acceptable. Hourly rate appears to be within industry standard. Clearly indicates that firm is available to assist the County between bond transactions within reason without billing. Very knowledgeable of the County. Have consistently served the County well over the years.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

None noted.

Created at 9/17/2007 7:42 AM by Coto, Cindy

Last modified at 9/17/2007 7:42 AM by Coto, Cindy

Evaluations

RFP-600233-07/TLR - Bond Counsel Legal Services

[Edit Response](#) | [Delete Response](#) | [Alert Me](#) | [Go Back to Survey](#)

Congratulations on your selection as an Evaluation Team member!

Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirements.:

Yes

Conflicts of Interest Statement - Policies and procedures address employee and elected official conflicts. ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest.:

Yes

Response #1 - AKERMAN SENTERFITT:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Solid experience of Mike Williams, the principal assigned attorney who is domiciled locally. Firm has in house tax counsel, Peter Dame in Jacksonville.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Proposal provides little detail in response to the questions presented. Most bond experience seems limited to CDD and special assessment deals. Concern over ability of so small a team to provide timely service to County. Local public finance support attorneys are "of counsel" only, i.e., independent contractors and not associates of the firm per se. Recent events indicate significant levels of turnover, mass walkouts of various practice sections and evidence of difficulty in retaining experienced public finance attorneys and building that department.

Response #2 - BRYANT MILLER OLIVE P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Extremely well written and responsive proposal. Strong credentials of the public finance department and assigned professionals. The firm presents a solid history of public finance experience, a local office presence and a strong record of diversified governmental law experience and cutting edge innovations public finance. In house tax counsel a plus.

Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

The only concern is the ability to take on additional clients given the large volume of clients and commitments already in place.

Response #3 - GRAY ROBINSON, P.A.:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Hank Morgan's professional qualifications and experience are as good as any in the profession and better than most. He offers a diversified back up team to cover not only public finance but also general governmental law areas of practice. Previous tenure at Holland & Knight gives Mr. Morgan past experience in handling Seminole County financings as disclosure counsel. Proposal was very responsive to County's queries and provided a good insight into the firm's current position in the public finance area and local government law generally.

Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

One of the assigned attorneys, Tom Wilkes currently represents the Property Appraiser which could raise the possibility of a conflict in representation in the future. A recent example is the Constitutional Officer litigation here in the County which found the Clerk and other constitutional officers on opposite sides from the BCC. However, this could probably be controlled by sufficient firewall within the firm. Firm relies upon outside, out of state tax counsel.

Response #4 - NABORS, GIBLIN & NICKERSON, P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements:

The firm's reputation as a pioneer in creative finance and local government law is beyond question. The record of appellate cases is one of solid success in opening legal avenues for alternative financing options that would have otherwise been unavailable. John Stokes has a long and successful working relationship with Seminole County and is intimately familiar with the County's financing history and ongoing requirements.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

None noted.

Created at 9/20/2007 4:35 PM by Schneider, Arnold

Last modified at 9/20/2007 4:35 PM by Schneider, Arnold

Evaluations.

RFP-600233-07/TLR - Bond Counsel Legal Services

[Edit Response](#) | [Delete Response](#) | [Alert Me](#) | [Go Back to Survey](#)

Congratulations on your selection as an Evaluation Team member!

Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirements.:

Yes

Conflicts of Interest Statement - Policies and procedures address employee and elected official conflicts. ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest.:

Yes

Response #1 - AKERMAN SENTERFITT:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

By far the largest firm, with in-house tax-exempt experts, and a Washington office as well as offices in all of Florida's major cities; perhaps greatest ability to access the widest array of resources. Probably the largest liability coverage. Orlando office. Very extensive firm experience in bond finance.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Key personnel have perhaps least familiarity with Seminole County of the four firms. Hourly rate by far the highest --query whether that would likewise translate into the highest negotiated fee? Tax exempt attorney in Jacksonville.

Response #2 - BRYANT MILLER OLIVE P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Top ranked Florida Bond Firm; in house tax-exempt experts. Four Orlando attorneys to service the contract, familiar with Seminole County, and County professional staff familiar with and confident in their capabilities. Significant Florida local government expertise. Very extensive firm experience in bond finance.

Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

No weaknesses noted.

Response #3 - GRAY ROBINSON, P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Second largest firm. Significant Florida local government expertise. Orlando office. Very extensive experience in bond finance. Fully capable firm.

Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract:

Although individual team members have extensive expertise, "firm team" is not as well established as other firms. Lead counsel to be based in Lakeland. Contract out for expert in tax exempt issues. Very extensive experience in bond finance. Fully capable firm.

Response #4 - NABORS, GIBLIN & NICKERSON, P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Current, and long-established bond counsel for Seminole County. Firm therefore possesses historical knowledge of Seminole County financing issues and offers a "perspective of continuity" that spans across the coming and going of County staff over the years. Bob Nabors has been called "the Dean" of Florida local government lawyers. Firm has participated in, and is a leading law firm in creating a substantial amount of Florida case law in many areas of Florida local government finance of capital infrastructure, and thus may have greatest practical experience in what is and is not acceptable with Florida courts. Extensive Florida local government law experience. Very extensive experience in bond finance. Fully capable firm.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract:

Offices in Tallahassee and Tampa; no Orlando office. Utilizes agreement with outside tax exempt expert.

Created at 9/21/2007 9:50 AM by Minter, Matthew

Last modified at 9/21/2007 9:50 AM by Minter, Matthew

Evaluations

RFP-600233-07/TLR - Bond Counsel Legal Services

[Edit Response](#) | [Delete Response](#) | [Alert Me](#) | [Go Back to Survey](#)

Congratulations on your selection as an Evaluation Team member!

Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirements.:

Yes

Conflicts of Interest Statement - Policies and procedures address employee and elected official conflicts. ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest.:

Yes

Response #1 - AKERMAN SENTERFITT:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

- Highly qualified personnel, depth in firm resources.

- Florida presence.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

- Rates contained in fee proposal 71% higher than next highest responder (i.e. \$300 per hour vs. \$175 per hour).

- Assigned personnel listing of transactions worked since 2005 is not comparable to Seminole County Government issues. Mostly Development Districts pledge of Special Assessments. All were negotiated fixed rate of moderate size transactions.

Response #2 - BRYANT MILLER OLIVE P.A.:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

- Large presence in Florida as bond counsel for many counties.

- Highly qualified personnel, depth in firm resources and service team proposed.

- 1st in State on number of issues represented as bond counsel form 2000 – 2006

- Client references representative of County.

- Transaction listing comparable with County needs.

Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

- Fee Proposal - Did not respond on reimbursable expenses as requested in RFP.
- Response indicated that firm services as bond and/or disclosure counsel to more than 1/3rd of Florida Counties, including most of the largest Florida Counties. Raises concern that service could be a factor as Seminole County Government would be one of a very large client list and may not take precedence for service in busy transaction times.
- *Emphasis on team approach - concern that staff would be working with several individuals rather than one.

Response #3 - GRAY ROBINSON, P.A.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements:

- Highly qualified personnel, depth in firm resources.
- Hank Morgan – experienced/familiar with Seminole County Government issues as disclosure counsel for Seminole County Government under Holland and Knight for the past several years. Joined this firm in January 2007.
- Fleisher – experienced/familiar with various Seminole County Government issues as underwriter's counsel.

Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

- Client references sighted are for firm vs. Hank Morgan as he recently joined firm.
- Listed experience of Morgan as Bond Counsel is mainly focused on Industrial Development Authority Bonds (not closely represented to Seminole County Government issues).
- Fleisher's role as underwriter counsel not clear on whether this would be a dual role or not - Possible conflict of interest that would need to be addressed

Response #4 - NABORS, GIBLIN & NICKERSON, P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements:

- Enhancing Feature: Demonstrated quality Service and commitment to continue at the same level and with the same personnel. Also commitment to no hourly billing between transactions for ongoing counsel.
- Large presence in Florida as Bond and/or Disclosure Counsel
- 3rd in State on number of issues represented as bond counsel from 2000 – 2006
- Highly qualified personnel, depth in firm resources and service team assembled.
- RFP sighted commitments:
 - oContinued Quality Service – Demonstrated through past performance as bond counsel on six transactions over the past four years with Seminole County Government. Service is prompt, as if Seminole was only client.
 - oFixed Fees on Transactions only- Commitment to continue to provide ongoing advice and counsel to staff free of charge between transactions. Staff has always been able to call to seek advice or to have a review performed of private activity bonds issues. This is a benefit that returns by keeping the county out of trouble, as staff can freely seek advice without budgetary concerns.
- Client references representative of County.
- Transaction listing comparable with County needs, including County transactions.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

- None sighted – demonstrated relationship and high quality work product through past four years of working directly with firm on six bond issues and numerous phone calls seeking advice on various debt related matters (all at no charge).

Created at 9/21/2007 1:54 PM by [Spriggs, Lisa](#)
Last modified at 9/21/2007 1:54 PM by [Spriggs, Lisa](#)

Evaluations

RFP-600233-07/TLR - Bond Counsel Legal Services

[Edit Response](#) | [Delete Response](#) | [Alert Me](#) | [Go Back to Survey](#)

Congratulations on your selection as an Evaluation Team member!

Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation? I have read and will comply with the above requirements.:

Yes

Conflicts of Interest Statement - Policies and procedures address employee and elected official conflicts. ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest.:

Yes

Response #1 - AKERMAN SENTERFITT:

1 - Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Well experienced in the state of Florida; majority of work is in special assessments.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Only one water and sewer, and no solid waste bond issues are listed in the firm's experience. Firm has the highest rates of the four responding entities.

Response #2 - BRYANT MILLER OLIVE P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Extensive experience in Florida in all areas of relevant service. Rates competitive.

Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

None.

Response #3 - GRAY ROBINSON, P.A.:

2 - Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements:

The County has had previous experience with Mr. Morgan and with the Firm. Mr. Morgan has recent experience as disclosure counsel on the 2006 Water and Sewer issue. Rates competitive.

Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
No referenced solid waste experience in the proposal.

Response #4 - NABORS, GIBLIN & NICKERSON, P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Firm has extensive history of excellent work with Seminole County. Mr. Stokes has always been responsive to special requests and timely in delivery. No learning curve effect. Rates are competitive.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
None.

Created at 9/21/2007 3:01 PM by Briggs, Bob

Last modified at 9/21/2007 3:01 PM by Briggs, Bob

Evaluations

RFP-600233-07/TLR - Bond Counsel Legal Services

[Edit Response](#) | [Delete Response](#) | [Alert Me](#) | [Go Back to Survey](#)

Congratulations on your selection as an Evaluation Team member!

Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation?

I have read and will comply with the above requirements.:

Yes

Conflicts of Interest Statement - Policies and procedures address employee and elected official conflicts. ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest.:

Yes

Response #1 - AKERMAN SENTERFITT:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Key Personnel has numerous years of experience.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract:

Experience/financial transactions listed does not include any County experience. Includes mainly Community Development Districts, with some City and Health Care. Hourly rates are almost double the hourly rates of other firms.

Response #2 - BRYANT MILLER OLIVE P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Experienced key personnel. The firm has extensive experience with many types of governmental entities, including Counties. Experience with fixed, variable and auction rate deal structures. Bond validation hearings experience.

Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract:

None.

Response #3 - GRAY ROBINSON, P.A.:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Experienced key personnel. Hank Morgan has numerous years of experience with Seminole County as disclosure counsel, while at Holland & Knight.

Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Not many transactions serving as Bond Counsel - mostly Disclosure Counsel.

Response #4 - NABORS, GIBLIN & NICKERSON, P.A.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Key Personnel has an extensive history with the County as Bond Counsel. Very responsive to questions from staff. Experience with fixed and variable rate issues. Numerous landmark finance, tax and bond validation court cases. Finance and tax legislation experience.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

None.

Created at 9/21/2007 4:13 PM by Singleton, Angela

Last modified at 9/21/2007 4:13 PM by Singleton, Angela



Evaluations RFP-600233-07/TLR - Bond Counsel Legal Services

Select a View

Overview

Graphical Summary

All Responses

Actions

Add to My Links

Alert me

Modify survey and questions

Respond to this Survey | Export Results to a spreadsheet

1. Congratulations on your selection as an Evaluation Team member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirements.

Yes
6 (100%)

No
0 (0%)

Total: 6

2. Conflicts of Interest Statement - Policies and procedures address employee and elected official conflicts. ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest.

Yes
6 (100%)

No
0 (0%)

Total: 6

3. Response #1 - AKERMAN SENTERFITT

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.
1 (17%)

2 - Acceptable: Proposal meets the County requirements; any weakness is minor.
1 (17%)

1 - Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.
4 (67%)

0 – Unsatisfactory: Proposal does not comply substantially with the requirements.

0 (0%)

Total: 6

4. Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements

Extensive experience in the State of Florida.

1 (17%)

Solid experience of Mike Williams, the principal assigned attorney who is domiciled locally. Firm has in house tax counsel, Peter Dame in Jacksonville.

1 (17%)

By far the largest firm, with in-house tax-exempt experts, and a Washington office as well as offices in all of Florida's major cities; perhaps greatest ability to access the widest array of resources. Probably the largest liability coverage. Orlando office. Very extensive firm experience in bond finance.

1 (17%)

•Highly qualified personnel, depth in firm resources. •Florida presence.

1 (17%)

Well experienced in the state of Florida; majority of work is in special assessments.

1 (17%)

Key Personnel has numerous years of experience.

1 (17%)

Total: 6

5. Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Hourly rate appears to be high. Does not address how the firm will deal with questions, inquiries, etc. from County staff directly unrelated to a "Bond Issue" with respect to billing.

1 (17%)

Proposal provides little detail in response to the questions presented. Most bond experience seems limited to CDD and special assessment deals. Concern over ability of so small a team to provide timely service to County. Local public finance support attorneys are "of counsel" only, i.e., independent contractors and not associates of the firm per se. Recent events indicate significant levels of turnover, mass walkouts of various practice sections and evidence of difficulty in retaining experienced public finance attorneys and building that department.

1 (17%)

Key personnel have perhaps least familiarity with Seminole County of the four firms. Hourly rate by far the highest --query whether that would likewise translate into the highest negotiated fee? Tax exempt attorney in Jacksonville.

1 (17%)

•Rates contained in fee proposal 71% higher than next highest responder (i.e. \$300 per hour vs. \$175 per hour). •Assigned personnel listing of transactions worked since 2005 is not comparable to Seminole County Government issues. Mostly Development Districts pledge of Special Assessments. All were negotiated fixed rate of moderate size transactions.

1 (17%)

Only one water and sewer, and no solid waste bond issues are listed in the firm's experience. Firm has the highest rates of the four responding entities.

1 (17%)

Experience/financial transactions listed does not include any County experience. Includes mainly Community Development Districts, with some City and Health Care. Hourly rates are almost double the hourly rates of other firms.

1 (17%)

Total: 6

6. Response #2 - BRYANT MILLER OLIVE P.A.

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

4 (67%)

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

1 (17%)

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

0 (0%)

0 – Unsatisfactory: Proposal does not comply substantially with the requirements.

0 (0%)

Yes

1 (17%)

Total: 6

7. Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements

Ranking 3 -- Highly Acceptable. Hourly rate appears to be within industry standard. Clearly indicates that firm is available to assist the County between bond transactions within reason without billing. Having worked with them in another County, this is the standard by which they serve their clients.

1 (17%)

Extremely well written and responsive proposal. Strong credentials of the public finance department and assigned professionals. The firm presents a solid history of public finance experience, a local office presence and a strong record of diversified governmental law experience and cutting edge innovations in public finance. In house tax counsel a plus.

1 (17%)

Top ranked Florida Bond Firm; in house tax-exempt experts. Four Orlando attorneys to service the contract, familiar with Seminole County, and County professional staff familiar with and confident in their capabilities. Significant Florida local government expertise. Very extensive firm experience in bond finance.

1 (17%)

•Large presence in Florida as bond counsel for many counties. •Highly qualified personnel, depth in firm resources and service team proposed. •1st in State on number of issues represented as bond counsel from 2000 – 2006 •Client references representative of County. •Transaction listing comparable with County needs.

1 (17%)

Extensive experience in Florida in all areas of relevant service. Rates competitive.

1 (17%)

Experienced key personnel. The firm has extensive experience with many types of governmental entities, including Counties. Experience with fixed, variable and auction rate deal structures. Bond validation hearings experience.

1 (17%)

Total: 6

8. Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

None noted.

1 (17%)

The only concern is the ability to take on additional clients given the large volume of clients and commitments already in place.

1 (17%)

No weaknesses noted.

1 (17%)

•Fee Proposal - Did not respond on reimbursable expenses as requested in RFP. •Response indicated that firm services as bond and/or disclosure counsel to more than 1/3rd of Florida Counties, including most of the largest Florida Counties. Raises concern that service could be a factor as Seminole County Government would be one of a very large client list and may not take precedence for service in busy transaction times. *Emphasis on team approach - concern that staff would be working with several individuals rather than one.

1 (17%)

None.

2 (33%)

Total: 6

9. Response #3 - GRAY ROBINSON, P.A.

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

1 (17%)

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

3 (50%)

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

1 (17%)

0 – Unsatisfactory: Proposal does not comply substantially with the requirements.

0 (0%)

Yes

1 (17%)

Total: 6

10. Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements

Extensive experience within the State of Florida.

1 (17%)

Hank Morgan's professional qualifications and experience are as good as any in the profession and better than most. He offers a diversified back up team to cover not only public finance but also general governmental law areas of practice. Previous tenure at Holland & Knight gives Mr. Morgan past experience in handling Seminole County financings as disclosure counsel. Proposal was very responsive to County's queries and provided a good insight into the firm's current position in the public finance area and local government law generally.

1 (17%)

Second largest firm. Significant Florida local government expertise. Orlando office. Very extensive experience in bond finance. Fully capable firm.

1 (17%)

•Highly qualified personnel, depth in firm resources. •Hank Morgan – experienced/familiar with Seminole County Government issues as disclosure counsel for Seminole County Government under Holland and Knight for the past several years. Joined this firm in January 2007. •Fleisher – experienced/familiar with various Seminole County Government issues as underwriter's counsel.

1 (17%)

The County has had previous experience with Mr. Morgan and with the Firm. Mr. Morgan has recent experience as disclosure counsel on the 2006 Water and Sewer issue. Rates competitive.

1 (17%)

Experienced key personnel. Hank Morgan has numerous years of experience with Seminole County as disclosure counsel, while at Holland & Knight.

1 (17%)

Total: 6

11. Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Ranking 2 – Acceptable. Hourly rate appears to be within industry standard. Does not address how the firm will deal with questions, inquiries, etc. from County staff directly unrelated to a "Bond Issue" with respect to billing.

1 (17%)

One of the assigned attorneys, Tom Wilkes currently represents the Property Appraiser which could raise the possibility of a conflict in representation in the future. A recent example is the Constitutional Officer litigation here in the County which found the Clerk and other constitutional officers on opposite sides from the BCC. However, this could probably be controlled by sufficient firewall within the firm. Firm relies upon outside, out of state tax counsel.

1 (17%)

Although individual team members have extensive expertise, "firm team" is not as well established as other firms. Lead counsel to be based in Lakeland. Contract out for expert in tax exempt issues. Very extensive experience in bond finance. Fully capable firm.

1 (17%)

•Client references sighted are for firm vs. Hank Morgan as he recently joined firm. •Listed experience of Morgan as Bond Counsel is mainly focused on

Industrial Development Authority Bonds (not closely represented to Seminole County Government issues). •Fleisher’s role as underwriter counsel not clear on whether this would be a dual role or not - Possible conflict of interest that would need to be addressed.

1 (17%)

No referenced solid waste experience in the proposal.

1 (17%)

Not many transactions serving as Bond Counsel - mostly Disclosure Counsel.

1 (17%)

Total: 6

12. Response #4 - NABORS, GIBLIN & NICKERSON, P.A.

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

5 (83%)

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

0 (0%)

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

0 (0%)

0 – Unsatisfactory: Proposal does not comply substantially with the requirements.

0 (0%)

Yes

1 (17%)

Total: 6

13. Respondent #4 - Strengths: Those areas in which the proposal exceeds the County’s requirements

Ranking 3 – Highly Acceptable. Hourly rate appears to be within industry standard. Clearly indicates that firm is available to assist the County between bond transactions within reason without billing. Very knowledgeable of the County. Have consistently served the County well over the years.

1 (17%)

The firm’s reputation as a pioneer in creative finance and local government law is beyond question. The record of appellate cases is one of solid success in opening legal avenues for alternative financing options that would have otherwise been unavailable. John Stokes has a long and successful working relationship with Seminole County and is intimately familiar with the County’s financing history and ongoing requirements.

1 (17%)

Current, and long-established bond counsel for Seminole County. Firm therefore possesses historical knowledge of Seminole County financing issues and offers a "perspective of continuity" that spans across the coming and going of County staff over the years. Bob Nabors has been called "the Dean" of Florida local government lawyers. Firm has participated in, and is a leading law firm in creating a substantial amount of Florida case law in many areas of Florida local government finance of capital infrastructure, and thus may have greatest practical experience in what is and is not acceptable with Florida courts. Extensive Florida local government law experience. Very extensive experience in bond finance. Fully capable firm.

1 (17%)

•Enhancing Feature: Demonstrated quality Service and commitment to continue at the same level and with the same personnel. Also commitment to no hourly billing between transactions for ongoing counsel. •Large presence in Florida as Bond and/or Disclosure Counsel •3rd in State on number of issues represented as bond counsel form 2000 – 2006 •Highly qualified personnel, depth in firm resources and service team assembled. •RFP sighted commitments: oContinued Quality Service – Demonstrated through past performance as bond counsel on six transactions over the past four years with Seminole County Government. Service is prompt, as if Seminole was only client. oFixed Fees on Transactions only- Commitment to continue to provide ongoing advice and counsel to staff free of charge between transactions. Staff has always been able to call to seek advice or to have a review performed of private activity bonds issues. This is a benefit that returns by keeping the county out of trouble, as staff can freely seek advice without budgetary concerns. •Client references representative of County. •Transaction listing comparable with County needs, including County transactions.

1 (17%)

Firm has extensive history of excellent work with Seminole County. Mr. Stokes has always been responsive to special requests and timely in delivery. No learning curve effect. Rates are competitive.

1 (17%)

Key Personnel has an extensive history with the County as Bond Counsel. Very responsive to questions from staff. Experience with fixed and variable rate issues. Numerous landmark finance, tax and bond validation court cases. Finance and tax legislation experience.

1 (17%)

Total: 6

14. Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

None noted.

1 (17%)

None noted.

1 (17%)

Offices in Tallahassee and Tampa; no Orlando office. Utilizes agreement with outside tax exempt expert.

1 (17%)

•None sighted – demonstrated relationship and high quality work product through past four years of working directly with firm on six bond issues and numerous phone calls seeking advise on various debt related matters (all at no charge).

1 (17%)

None.

2 (33%)

Total: 6

**BOND COUNSEL LEGAL SERVICES AGREEMENT
(RFP-600233-07/TLR)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY" and _____, whose address is _____, hereinafter referred to as "ATTORNEY."

W I T N E S S E T H

WHEREAS, COUNTY desires to retain the service of a competent and qualified attorney to represent COUNTY in bond-related matters; and

WHEREAS, COUNTY has requested and received proposals for the retention of the services of an attorney; and



WHEREAS, ATTORNEY is competent, qualified, and duly authorized to practice law in the State of Florida and the United States District Court for the Middle District of Florida and desires to provide professional legal services to COUNTY according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and ATTORNEY agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain ATTORNEY to furnish professional services and perform those tasks generally described as legal services related to COUNTY financial matters, including, but not limited to, debt issuance and refundings, and as

further described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. REQUESTS FOR SERVICE.

(a) Requests for performance of professional services by ATTORNEY under this Agreement shall be made by COUNTY Manager or County Attorney or their designee on behalf of COUNTY. Each request for services shall describe the services required, state the dates for commencement and completion and state limitations on the Scope of Services. COUNTY makes no promise as to the number of  requests nor that ATTORNEY will perform any services for COUNTY under this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in its best interest to do so. Requests for services may be made in the form of Work Orders, a sample of which is attached to this Agreement as Exhibit B.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY designates COUNTY's Deputy County Attorney as COUNTY employee to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret

and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

SECTION 3. CHANGES IN THE SCOPE OF SERVICES. COUNTY or ATTORNEY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized by COUNTY in writing and duly signed by the parties.

SECTION 4. RESPONSIBILITIES OF ATTORNEY.

(a) ATTORNEY agrees to timely provide the professional services and facilities required to assist COUNTY in the field of finance, debt issuance, refundings, and other financially related matters as deemed necessary by COUNTY.

(b) ATTORNEY shall keep abreast of statutes, regulations, codes, and applicable case law in all areas of responsibility at his/her sole expense.

(c) ATTORNEY designates _____, or his/her associate, as the primary attorney to provide services to COUNTY. _____ may be assisted from time to time by other members of his/her firm, as he/she deems appropriate to the needs of the particular transaction.

(d) ATTORNEY agrees to utilize associates and legal assistants/paralegals where appropriate and under the supervision of ATTORNEY to accomplish cost-effective performance of services. ATTORNEY agrees to plan budgets for the defense of cases in terms of the use of experts and related matters.

(e) It shall be the responsibility of ATTORNEY to specifically request all required information and to provide reasonably sufficient time to review all information so as not to delay performance under this Agreement without good cause.

(f) ATTORNEY shall be responsible for the professional quality, technical accuracy, competence, and methodology of the work done under this Agreement. ATTORNEY shall, without additional compensation, correct or revise any errors or deficiencies in the work performed under this Agreement which result from the negligence of ATTORNEY.

(g) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement. ATTORNEY shall be liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by ATTORNEY's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 5. PAYMENT FOR SERVICES AND BILLING.

(a) In consideration of the promises and the faithful performance by ATTORNEY of its obligations, COUNTY agrees to pay ATTORNEY a fee based on a "Fixed Fee Methodology" or a "Time Basis Methodology" with said fee to be negotiated between ATTORNEY and COUNTY's financial advisor with the approval of COUNTY Attorney. ATTORNEY shall be compensated at a blended rate of _____ DOLLARS (\$_____) per hour for services authorized and performed.

(b) Authorized services may contain a "Limitation of Funds" amount. ATTORNEY is not authorized to exceed that amount without the prior approval of COUNTY. The approval, if given, shall be in writing and indicate a new Limitation of Funds amount.

(c) In lieu of, or in addition to, establishment of a Limitation of Funds amount, COUNTY may provide for a "Not to Exceed" amount for any service authorization.

(d) On transactions where ATTORNEY is being compensated on a Time Basis Methodology, COUNTY shall compensate ATTORNEY for the actual work hours required to perform the services authorized. Actual work hours shall not include compensation for travel time to or from the offices of ATTORNEY, to Seminole County, or travel time to court appearances. Payment shall be made to ATTORNEY  when requested as work progresses, but not more than once monthly for services rendered. ATTORNEY shall provide an itemized invoice based on actual services rendered.

(e) Reimbursable expenses shall be paid in addition to the payment due under subsection (d) above and shall include actual expenditures made by ATTORNEY, its employees, or its professional consultants in the interest of the work effort for the expenses listed in the subsections that follow.

(1) Expenses of transportation when traveling in connection with case assignments based on Sections 112.061(7) and (8), Florida Statutes, or its successor;

(2) Long distance calls and facsimile transmissions;

(3) Expense for reproductions, postage, and handling of material associated with the work effort; and

(4) If authorized in writing in advance by COUNTY, the cost of other expenditures made by ATTORNEY in the interest of the work effort.

SECTION 6. GENERAL TERMS AND PAYMENT.

(a) ATTORNEY shall invoice COUNTY or the Third Party Administrator, as designated by COUNTY, on a monthly basis when being compensated on a Time Basis Methodology, and within sixty (60) days of the closing of a bond transaction when being compensated on a Fixed Fee Methodology. COUNTY shall pay ATTORNEY within thirty (30) days of receipt of such valid invoice. Each service authorization shall be treated separately for final payment purposes.

(b) After final payment, COUNTY may perform or have performed an audit of the records of ATTORNEY to support final payment under any service authorization issued hereunder. This audit would be performed at a time mutually agreeable to ATTORNEY and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to ATTORNEY may be determined subsequent to an audit as provided for in this subsection and the immediately following subsection, and the total compensation so determined shall be used to calculate final payment to ATTORNEY. The accomplishment of this audit shall not delay final payment as provided in subsection 6(a).

(c) ATTORNEY agrees to maintain any and all books, documents, papers, accounting records, and other evidence pertaining to services

performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection 6(b). Separate accounting records shall be maintained by ATTORNEY for each service authorization.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in subsection 6(c), reveals any overpayment by COUNTY to ATTORNEY under the terms of this Agreement, ATTORNEY shall refund such overpayment to COUNTY within thirty (30) days of notice of same by COUNTY.

SECTION 7. OWNERSHIP OF DOCUMENTS. All legal opinions or any other form of written instrument or document that may result from ATTORNEY's services or that may have been created during the course of ATTORNEY's performance under this Agreement shall become the property of COUNTY after final payment is made to ATTORNEY; however, ATTORNEY retains the right to keep copies of its work product and to use same for appropriate purposes.

SECTION 8. TERM. This Agreement shall become effective upon execution by COUNTY and shall run for a period of five (5) years, unless terminated as provided herein.

SECTION 9. NO CONTINGENT FEES. ATTORNEY warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for ATTORNEY, to solicit or secure this

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 ATTORNEY, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. ATTORNEY agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability,  or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. CONFLICT OF INTEREST.

(a) ATTORNEY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would

violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) ATTORNEY hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of ATTORNEY to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, ATTORNEY hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal Agency.

SECTION 12. ASSIGNMENT.  This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. During the course of the work under this Agreement, in the event ATTORNEY requires the service of any subcontractors or other professional associates in connection with service covered by this Agreement, ATTORNEY must secure the prior written approval of COUNTY.

SECTION 14. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the

parties, or as constituting ATTORNEY (including its officers, employees, and agents) the agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. ATTORNEY is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 15. INDEMNIFICATION OF COUNTY.

(a) ATTORNEY shall indemnify and save harmless COUNTY and its officers, agents, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature proximately arising out of error, omission, or any tortious act, whether intentional or negligent, of ATTORNEY or its officers, agents, subcontractors, employees, or any like person or entity in the performance of services under this Agreement.



(b) ATTORNEY shall require all subcontractors to enter an agreement containing the provisions set forth in the preceding subsection in which agreement the subcontractors fully indemnify COUNTY in accordance with this Agreement.

SECTION 16. INSURANCE.

(a) ATTORNEY shall provide, pay for, and maintain in force at all times during the term of this Agreement such insurance, including Worker's Compensation Insurance and Professional Liability Insurance, as will provide to COUNTY the protection contained in the foregoing Indemnification Section.

(b) Such policy or policies shall be issued by a company or companies authorized to do business in the State of Florida. All

policies required to be carried pursuant to this Section shall provide coverage for any and all claims based on the actions of ATTORNEY in performing its services under this Agreement. Any liability policy or policies shall, as a minimum, carry limits of at least FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(c) Prior to the commencement of work hereunder, ATTORNEY shall furnish to COUNTY a certificate or written statement of the above-required insurance. The policy or policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to COUNTY. COUNTY reserves the right to require a copy of such policy or policies upon request.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit nor have the effect of limiting ATTORNEY's liability under the provisions of the indemnification clause.

SECTION 17. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY administrative dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code.

(b) ATTORNEY agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures of which ATTORNEY had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 18. SERVICES NOT PROVIDED FOR. No claim for services furnished by ATTORNEY not specifically provided for herein shall be honored by COUNTY.

SECTION 19. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 20. AGREEMENT AND SERVICE AUTHORIZATION IN CONFLICT.

Except as otherwise set forth, whenever the terms of this Agreement conflict with any service authorization this Agreement shall prevail.

SECTION 21. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 22. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party to whom it is intended, at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph.  For the present, the parties designate the following as their respective places for giving of notice, to wit:

For COUNTY:

County Attorney
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For ATTORNEY:

SECTION 23. TERMINATION.

(a) COUNTY may, by written notice to ATTORNEY, terminate this Agreement, in whole or in part, at any time, either for COUNTY's

convenience or because of the failure of ATTORNEY to fulfill its Agreement obligations. Upon receipt of such notice, ATTORNEY shall:

(1) immediately discontinue all services affected (unless the notice directs otherwise); and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by ATTORNEY in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, ATTORNEY shall be paid its compensation for services performed to the date of termination based on the percentage of work completed. COUNTY shall not be obligated to pay for any services performed by ATTORNEY after notice of termination has been given.



(c) If the termination is due to the failure of ATTORNEY to fulfill Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, ATTORNEY shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. ATTORNEY shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of ATTORNEY.

(d) If, after notice of termination for failure to fulfill the Agreement obligations, it is determined that ATTORNEY had not so failed, the termination shall be deemed to have been effected for the

convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) of this section.

(e) The rights and remedies of COUNTY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

Secretary

FIRM NAME
By: _____
President

[CORPORATE SEAL]

Date: _____

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA
 By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Work Order

AEC:jjr
8/8/07; 8/13/07
P:\Users\jroyal\Purchasing 2007\Agreements\RFP-600233-07-Draft.doc

Section 1

MINIMUM FIRM REQUIREMENTS

Any firm interested in serving as bond counsel for Seminole County must meet the following criteria:

- A. The firm's assigned lawyers must have substantial experience in municipal bond law, tax law, local government law, the trial and appeal of bond validation actions and the issuance of tax-exempt municipal bonds and notes.
 - B. The firm's lawyers must have sufficient time to execute and fulfill the duties of bond counsel to Seminole County and not be burdened by professional responsibilities, workload or other constraints which would interfere in any material respect with the attorney's or firm's obligations hereunder.
 - C. The firm must be licensed to practice law in the State of Florida.
 - D. The firm must be listed in the most recent edition of The Bond Buyer's Municipal Marketplace (i.e., the "Red Book").
-

SCOPE OF SERVICE

Bond Counsel will assist with each debt issuance, refunding and other related financial issues as required by the County. Bond Counsel services shall include but are not limited to the following:

- a. Consultation with County officials and staff concerning all legal questions relating to the incurrence of the debt.
- b. Attendance, upon request, at any meeting of the Board of County Commissioners or any meeting of staff.
- c. Preparation of all resolutions and other instruments authorizing and securing bonds as required in connection with their issuance.
- d. Assistance to the County, its financial advisor and investment bankers to effectively formulate financing plans, structure financial solutions and draft documents for public or private offering of debt.
- e. Delivery of tax opinions and certificates, and enforceability and validity opinions. This includes assisting the County in compliance with the Trust Indenture Act of 1940, Securities Act of 1933, Securities Exchange Act of 1934, and other SEC and MSRB rules and regulations.
- f. Assistance in the rating process.
- g. Analysis and resolutions of tax considerations associated with financing plans, including preparation of ruling requests and contacts with the U.S. Treasury.

- h.** Preparation of documentation required in connection with the validation of bond issues including the complaints, notice and orders, acknowledgments, answers and judgments, together with memoranda concerning testimony, exhibits and relevant law.
- i.** Preparation and review of all documentation required for bond sales and closings, including resolutions, certificates, opinions, notices of sale, bid forms, etc.
- j.** If requested, supervision of the printing of the bonds and conduct of a well organized and efficient pre-closing and closing process in connection with each bond issue.
- k.** To assist in optimizing investment earnings in compliance with arbitrage regulations; ensuring the legality and suitability of defeasance and escrow structures and agreements, and other complex financial products proposed to the County. This includes the use of swaps, Guaranteed Investment Contracts, forward supply contracts and other financial tools.
- l.** Preparation of documentation required in connection with the appeal of any such judgment of validation or order to the Supreme Court of Florida, including any notices, orders, acknowledgments, briefs and any court appearances required for oral argument or otherwise.
- m.** Inform the County of the impact of changes in Federal and State Laws regarding the issuance and management of the County financial matters.
- n.** Legal services related to all matters effecting administration, collection, and legislation related to revenues involved with, or available for, County financial undertakings.
- o.** Provide the County with general advice and consultation on Florida finance and tax issues, including assistance related to fixed and variable debt, structured finance, investment processes, taxable and tax-exempt structures, and the response to financial proposals presented to the County from time to time.

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
 Seminole County, Florida
ORDER

ORDER NUMBER:

**NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.**

Page 1

SUBJECT

VENDOR

ORDER TYPE OP
REVISION DATE
REQ. NUMBER
ANALYST
VENDOR NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
 FISCAL SERVICES DEPARTMENT - PURCHASING AND
 CONTRACTS DIVISION
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
 SANFORD FLORIDA 32771
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

REVZ	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

QUESTIONS **TOTAL AMOUNT**

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869
 Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. **AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Contractor to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this Purchase Order, shall reside in Seminole County, Florida.
2. **DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the Buyer to cancel this Order holding the Seller accountable therefore, and may charge the Seller with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the Buyer in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the Buyer's right to cancel this Order with respect to subsequent deliveries.
3. **WARRANTY.** Seller warrants all materials and services covered by this Order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Seller warrants to Buyer that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for Buyer's particular purpose. Seller further warrants that at the time the goods or services are accepted by Buyer, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) the Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended), (c) Fair Labor Standards Act, as amended, and (d) that the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.
4. **MODIFICATIONS.** This Agreement can be modified or rescinded only in writing by the parties or their duly authorized agents.
5. **TERMINATION.** The County may, by written notice to the Contractor, terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill Contractor's agreement obligations. Upon receipt of such notice, the Contractor shall discontinue all deliveries affected unless the notice directs otherwise. In such event, Buyer shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Agreement. In no event shall Buyer be liable for incidental or consequential damages by reason of such termination.
6. **INDEMNIFICATION.** Seller agrees to protect, indemnify, save, and hold harmless Buyer, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the Buyer or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Seller, breach of this Order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warranties. The remedies afforded to the COUNTY by this clause are cumulative with, and in no way effect any other legal remedy the COUNTY may have under this Agreement or at law.
7. **INSURANCE.** Seller shall obtain and maintain in force adequate insurance as directed by the Buyer. Seller may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Seller shall furnish Buyer with a Certificate of Insurance for all service related purchase orders and other specialized services performed at seller's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Contractor shall notify the County in the event of cancellation, material change, or alteration related to the Contractor's Insurance Certificate. All policies shall name Seminole County as an additional insured.
8. **INSPECTION.** All goods and services are subject to inspection and rejection by the Buyer at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the Buyer, at its option, may require the Seller, at the Seller's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Seller's prompt inspection at the Seller's risk. Nothing contained herein shall relieve, in any way, the Seller from the obligation of testing, inspection, and quality control.
9. **TAXES.** Seminole County Government is a non-profit operation and not subject to tax.
10. **FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's purchase order number.
11. **PAYMENT TERMS.** It shall be understood that the cash discount period to the County will date the receipt of goods/services and not from the date of the invoice.
12. **PRICE PROTECTION.** Seller warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Seller to any other customer for goods or services of comparable grade or quality during the term hereof. Seller agrees that any price reductions made in the goods or services covered by this Order, subsequent to its acceptance but prior to payment thereof, will be applicable to this Order.
13. **PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Seller shall mark all containers with necessary lifting, handling, and shipping information, and also this Purchase Order Number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB Destination.
14. **QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from Buyer. Excess quantities may be returned to Seller at Seller's expense.
15. **ASSIGNMENT.** Seller may not assign, transfer, or subcontract this Order or any right or obligation hereunder without Buyer's written consent. Any purported assignment transfer or subcontract shall be null and void.
16. **EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all contractors or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the contractor or vendor. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO regulations.
17. **RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of the purchase order or any supplement to the purchase order. The Seller shall maintain such books and records for a period of three (3) years from the date of final payment under the purchase order unless the County otherwise authorizes a shorter period in writing.
18. **FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County Commissioners.
19. **FAILURE TO EXECUTE PURCHASE ORDER.** Failure of the successful bidder to accept the purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible offeror, and such offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the County may reject all the offers and re-bid. Contractors who default are subject to suspension and/or debarment.