

**REQUEST FOR QUALIFICATIONS**  
*for*  
**FINANCIAL ADVISORY SERVICES**

RESPONSE DUE DATE:  
**July 16, 2004**

**FLORIDA PORTS FINANCING COMMISSION**

502 East Jefferson Street  
Tallahassee, Florida 32301  
850.222.8028

<p><b>FLORIDA PORTS FINANCING COMMISSION</b>  <b>REQUEST FOR QUALIFICATIONS</b>  <b>FINANCE ADVISORY SERVICES</b></p>
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## INTRODUCTION

The Florida Ports Financing Commission (FPFC) invites written responses from qualified firms interested in providing a full range of financial advisory services to assist the FPFC in meeting long-term capital financing needs as outlined.

The FPFC anticipates hiring a Principal Financial Advisor. The Principal Financial Advisor will be expected to take an active role in the activities contemplated hereunder.

The FPFC is requesting that perspective Financial Advisors provide detailed information concerning project financial analysis and feasibility, debt issuance and investment management. It is imperative that the candidates show in detail that they have been through a major project financing, and that their firm will provide the FPFC with independent, objective and professional service.

It is the FPFC's intent to obtain sound, independent and objective advice. Therefore, the FPFC reserves the right to select the firm with the most advantageous approach in this regard. *It should be noted that the Financial Advisor will be prohibited from acting as underwriter(s) for the FPFC (on any basis) during the term of the agreement resulting from this RFQ.*

## SCOPE OF SERVICES

The scope of services required by the FPFC in connection with this request for qualifications cover the entire spectrum of services customarily provided to governmental entities by financial advisors, but may generally be divided into three groups: services related to financial planning, services related to debt issuance, and special services. The services provided should include, but need not necessarily be limited to, the following:

### A. Services Related to Financial Planning

1. Assist the FPFC in the design, implementation, and monitoring of the financing element of a capital improvements plan. Capital projects will include 1) seaport infrastructure (i.e., commerce) and 2) seaport security, for which capital improvement plans and prioritization schedules have been developed.
  - a. This task includes an overall evaluation of all financing sources presently available to the FPFC, including internally generated funds, debt financing, leasing, federal or state grants, private sources, and various combinations of all these sources.
2. Prepare a comprehensive analysis of the FPFC's current debt and financial capacity.
  - a. This analysis includes a long-term financial feasibility analysis for each significant capital improvement project contained in the FPFC's plan for which financing must be considered. Implicit in this analysis is an evaluation of the impact of the operating costs of these improvements upon the financial capacity of the FPFC.
  - b. The financial advisor should also review all indebtedness of the FPFC presently outstanding, and provide recommendations relative to the refinancing or early retirement of said obligations.
3. Provide an analysis of all available financing options.

- a. As stated previously, this analysis should not be limited to a consideration of which type of debt should be issued to finance a particular project, but should also consider whether or not a financing alternative to debt exists.
- b. In the event that the issuance of debt is determined to represent the most viable financing alternative, this analysis should not necessarily be limited to the more traditional forms of financing available to governmental entities, but should also recognize some of the more recently developed financing methods available, such as sale/leaseback, variable rate debt, pooled debt participation, taxable instruments, utilization of the Florida Department of Transportation's State Infrastructure Bank program for long or short term loans, or other creative financing options.

## B. Services Related to Debt Issuance

1. Prepare a Debt Financing Structure. This is a complex function, which will generally consist of, but need not necessarily be limited to, development of the following structural components:
  - a. Establishment of sizing parameters for the debt to be issued, taking into consideration both the cash flow requirements associated with the capital improvements being financed, as well as reinvestment yields estimated to be available during the term of the project.
  - b. Determination of maturity schedule for the proposed debt. This evaluation should take into account the estimated useful life of the project to be constructed utilizing the proceeds of the debt, as well as future demands upon the funds pledged for the repayment of the debt. Functionally related to the proposed maturity schedule is a determination of whether or not to use exclusively serial instruments or an appropriate combination of term and serial obligations as well as variable rate debt.
  - c. Recommendation of an appropriate credit structure. One of the most critical elements in the design of any capital facility debt financing is a determination of source of funds to be used, to repay the debt, which is acceptable from the perspective of both the issuer and the purchaser. This evaluation will include recommendations as to appropriate primary as well as secondary revenue sources to be pledged for the repayment of the debt, and should also give serious consideration to the form of the pledge.
  - d. Evaluate the use of appropriate types of credit enhancements. This analysis should result in recommendations relating to, among other things, the use of bond insurance or letters of credit.
  - e. Recommendations concerning the timing of the issuance of debt obligations to fund the improvements. This analysis includes an analysis not only of when to issue the debt to take advantage of the most favorable market conditions, but also should include a recommendation as to the desirability of utilizing interim financing techniques, such as bond or revenue anticipation notes.

- f. Design and implement appropriate mechanical features of the debt issued. This item includes making recommendations pertaining to registration requirements and the physical form of the obligations issued, including recommendations relating to the feasibility of issuing **book entry only** obligations.
  - g. The final task in preparing the debt financing structure is to determine whether the obligations should be sold competitively, negotiated, or placed privately. In the event that a negotiated sale is the preferred method, the financial advisor may be responsible for the preparation of a request for proposals for underwriting services, and will assist the FPFC in the selection process.
2. Administer the Marketing and Sale of the Obligations. Services provided in connection with this multi-task function will include but not be limited to the following:
- a. Assist in the development of documentation prerequisite to the issuance of the debt. Included in the documents to be prepared are the following:
    - (1) Resolutions authorizing the issuance and sale of the obligations
    - (2) Official Statement and, when deemed necessary, Preliminary Official Statement relating to the sale of the obligations
    - (3) Purchase Contract(s) between the FPFC and the purchasers of the obligations
    - (4) Other additional documents and contracts relating to the sale and closing of the obligations
  - b. Assist the FPFC and Bond Counsel, as necessary, in any required validation proceedings.
  - c. Prepare, and make presentations on behalf of the FPFC, to one or more of the nationally recognized credit rating organizations in order to obtain the highest possible credit rating for the obligations of the FPFC. This task envisions not only obtaining a rating for the FPFC, but also ensuring the maintenance of the ratings obtained, where possible.
  - d. Develop the broadest possible interest among potential purchasers of the obligations. Whether sold competitively or negotiated, this item contemplates an aggressive marketing campaign by the financial advisor in attracting either prospective bidders, in the case of a competitive sale, or prospective underwriters in the case of a negotiated sale. In either event the intent is to obtain the lowest possible cost of borrowing for the FPFC.
  - e. Oversee the actual sale and closing on the obligations issued, including a recommendation by the financial advisor to accept, reject, or renegotiate the proposals. This process typically includes verifying the spread and average interest cost calculations, expressing an opinion on the competitive character

of the bids in light of current market conditions, and evaluating the marketing effort required to sell the obligations.

f. Assist the FPFC in the procurement of various types of professional services required in connection with the issuance of the obligations, including, but not limited to, the following:

- (1) Investment Banking (Underwriting) Services (negotiated sale only)
- (2) Bond Counsel
- (3) Disclosure Counsel
- (4) Printing Services (for both the official statements as well as the actual bond forms)
- (5) Bond Registration, Paying Agent, and Trustee services (if applicable)

It is intended that the inclusion of this responsibility within the scope of services provided by the financial advisor also envision the post issuance evaluation by the financial advisor of the services so obtained.

3. Provide continuing updates on the impact of current or proposed state or federal legislation, or the effects of changing market conditions, which could potentially affect the financing plans of the FPFC.

#### C. Services Related to Other Financial Planning and General Financial Advisory Services

1. From time to time the FPFC may request financial planning and/or advisory services not described in Sections A and B above. Such services may include, but may not necessarily be limited to the following:

- a. Evaluate Investment Manager – provide a continuous evaluation of the performance of the Investment Manager based on established criteria as well as review the selection of brokers and dealers.
- b. Assistance in implementation of investment strategies – including, but not limited to, interest rate swaps, forward rate agreements or escrow account restructuring. The Financial Advisor may prepare cash flows and yield calculations, assist in preparing procurement documents, negotiate or conduct competitive bidding for procurement of investments and generally advise on the structuring, timing and procurement of investments to implement a specific strategy.
- c. Continuous program research – provide evaluations of the FPFC's investment strategies for funds including debt service funds, sinking funds, refunding bond escrow accounts and operating funds and recommend investment vehicles and the purchase or sale of investment for these funds.

- d. Financial impact analysis – provide financial or economic impact of specific programs being considered or proposed
- e. Provide other related services as required as it relates to financial planning and general financial advisory services.

## REQUIRED RESPONSE CONTENTS

### A. QUALIFICATIONS

This section contains instructions that describe the required format for the Response. The written response submitted should, at a minimum, include the following information:

1. Transmittal Letter, not to exceed two pages, which summarizes key points of the response to this request for qualifications and which is signed by an officer of the firm who is responsible for committing the firm's resources. The transmittal letter shall include the following:
  - Name of the firm submitting the response,
  - Name and title of the individual with responsibility for this response and to whom matters regarding this RFQ should be directed,
  - Mailing addresses of all locations,
  - Telephone, fax number and e-mail address of firm's primary contact,
  - Brief narrative on the firm's qualifications to provide financial advisory services to the FPFC.
  - State whether the firm is an independent Financial Advisor or if the firm also provides underwriting services.
2. A description of the financial advisory services, specifically relating to the governmental sector, which the Respondent is capable of providing, together with an explanation of how these services might best assist the FPFC.
3. A list of the bond and/or note issues for which your firm has served as financial advisor for the past five (5) years, for clients other than the FPFC. Please note if your firm acted as financial advisor or co-financial advisor. Also, if your firm served as underwriter, please annotate. Complete the following table for each issue providing the information identified below:
  - Security Source,
  - Issuance Date,
  - Size,
  - Purpose,
  - Rating(s),
  - Financial Advisor, Co-Financial Advisor or Underwriter,
  - Competitive or negotiated transaction, and
  - Credit Enhancement and/or issuance.
4. If Respondent is a corporation, provide certification from the Florida Secretary of State verifying Respondent's corporate status and good standing, and in the case of out of state corporations, provide evidence of authority to do business in the State of Florida. In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners and partners.

5. Regarding the financial responsibility of your firm, describe any recent or planned downsizing, mergers, or acquisitions pertaining to the firm. State whether or not the firm requires the client to provide indemnity in the event of litigation. If so, this may result in the firm's disqualification.
6. A summary of the innovative financing techniques (i.e. taxable obligations, international credit enhancements, sale-leaseback, utilization of the Florida Department of Transportation's State Infrastructure Bank program for long or short term loans, etc.) that have been developed and/or implemented in connection with your previous engagements. Include a brief description of project type, project size, financing concept considered (regardless of final method used), as well as brief comments concerning the concept's applicability to the FPFC's financing needs.
7. The experience of your firm in assisting governments, specifically in transportation or maritime infrastructure areas in the development and implementation of comprehensive capital improvement programs.
8. A description of the proficiency of your firm in dealing with the nationally recognized credit rating agencies for the purpose of establishing and/or improving the credit rating of obligations issued by governmental entities for whom you have previously provided financial advisory services. Explain how, as financial advisor, your firm will assist the FPFC in establishing, maintaining, and/or improving its rating.
9. Examples (up to a maximum of three) of official statements prepared by your firm in connection with the issuance of debt (generally tax exempt) by other governmental entities whom you have previously served as financial advisor. Please submit only one book and two cover sheets of other issues. The one book submitted may be in hard copy or in electronic format in a CD ROM disk or a diskette format.
10. A list of at least five (5) references the FPFC may contact in order to assist in the evaluation of your past performance as a financial advisor. Three (3) of these references should be transportation/maritime infrastructure related, preferably two (2) Florida clients, with significant capital programs for which you have served as financial advisor over the past three (3) years. If the transportation/maritime infrastructure criteria cannot be met, please submit five Florida financial advisory clients. For each reference listed the information provided should consist of the following:
  1. **Name and mailing address of the governmental entity**
  2. **Name and telephone number of your contact person within said governmental entity**
11. Information on the nature and magnitude of any litigation or proceeding whereby, during the past five years, a court or any administrative agency has ruled against the Respondent in any matter related to the professional activities of the Respondent. Similar information shall be provided for any current or pending litigation.
12. A notarized, affirmative statement to the effect that the selection of the Respondent shall not result in a conflict of interest with any other party which may be affected by the work to be undertaken. Should a prospective financial advisor know any potential or existing conflict, said prospective financial advisor must specify the party with which the conflict exists or

might arise, the nature of the conflict, and whether or not the prospective financial advisor would step aside or resign from the engagement or representation creating the conflict.

13. Any additional information beneficial to the FPFC in evaluating your qualifications to serve as financial advisor. Unnecessarily elaborate special brochures, artwork, expensive paper, and expensive visual and other presentation aids are neither required nor desired. It is recognized that existing documents or brochures, such as those that delineate the Respondent's general capabilities and past experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.
14. Type size shall not be less than typewriter "elite" shall or 10 point for software generated responses. The Response shall be indexed and all pages sequentially numbered. Bindings and covers will be at the Respondent's option. The Response shall be limited to twenty-five (25) pages, single-sided, and exclusive of the following:
  - Cover Letter
  - Front and back cover and divider sections
  - Required forms to be completed
  - Key staff resumes
  - Project List

#### B. PERSONNEL

For each member of the professional staff assigned to this engagement, at a minimum please provide the following information:

1. A brief résumé of the professional experience and qualifications of the individuals who would work directly with the FPFC on a day-to-day basis.
2. An outline of the proposed function of the individual in the proposed engagement.
3. Indicate the location of the office from which the proposed project will be administered; the perceived response time and general availability of the firms' management to be onsite; and the availability of special travel or communication plan, which would effectively mitigate difficulties associated with location.

#### C. COMPENSATION

The response should clearly set forth the basis for fees to be charged for the work proposed and for various financing alternatives. Insofar as a large portion of the work to be accomplished does not directly relate to the amount or number of long term debt issues, fees should not be predominantly based on the debt ultimately issued, but may be stated in terms of any one or more of the following methods:

1. Fixed fee per financing transaction
2. Percentage of debt issued (not to be used exclusively)
3. Fixed annual fee
4. Fixed hourly rates

- a. Uniformly applied regardless of competency level of staff performing services; or
- b. Stratified according to differing degrees of expertise of the staff performing services.

#### 5. Performance Incentives

If requested, consideration will be given to including provisions within the compensation arrangement which will recognize achievements by the financial advisor which result in significant cost savings by the FPFC, including, but not limited to, successful credit upgrading and the use of innovative financing techniques. There must, nevertheless, be a mutual agreement on the method of quantifying the incentive prior to initiation of work.

#### 6. Incidental Expenses

The response should clearly state whether the Respondent or the FPFC will bear ultimate responsibility for the payment of incidental (out of pocket) expenses. Should the FPFC be assigned responsibility for incidental expenses, and then it will be necessary to set forth in the response the basis for each type of incidental expense, including the following:

- a. Data processing charges
- b. Printing costs
- c. Travel expenses
- d. Hourly billing rates of personnel performing services other than those required as described in the Scope of Services
  - 1. The amount reimbursed to the Respondent for travel related costs shall not exceed the amounts allowed pursuant to the provisions of Section 112.061, Florida Statutes.

The FPFC shall reserve the right to accept any part or all of the Respondent's fee schedule, and to negotiate any charges contained therein, unless otherwise qualified by the Respondent.

#### D. DRUG-FREE WORKPLACE FORM

The Drug-free Workplace Form, attached hereto as Exhibit "B", must be submitted prior to award of the response. Failure to submit this form prior to award of the response shall be cause for rejection/disqualification of your response. Failure to certify the firm as a drug-free workplace in accordance with Florida Statutes, Subsection 287.087 shall result in rejection or disqualification of your response.

#### E. MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

The FPFC notifies all Respondents that it encourages small, minority and women owned businesses to have a full opportunity to submit responses to this invitation and Respondents will not be discriminated against on the basis of sex, race, color national origin, religion or disability, or other protected status. The FPFC will require efforts be made to encourage participation of local minority and women business enterprises on contracts considered for an award. Only M/WBEs certified by one or more agencies at the time the Response is submitted may be counted toward the objective.

## SELECTION CRITERIA

The FPFC Professional Services Committee, serving as the FPFC's Financial Advisor Selection Committee, in order to ascertain which response best meets the needs of the FPFC, according to the following criteria, will independently evaluate respondents:

1. Reputation and experience of the Respondent in connection with tax exempt financing, governmental entities, credit rating agencies, and underwriters, and knowledge of federal, state and local laws relating to governmental finance. **(0 to 25 points)**
2. Qualifications of staff to be assigned. Education, position in firm and type and years of experience will be considered, as derived from the written response. **(0 to 20 points)**
3. Responsiveness of the written response in clearly stating an understanding of the work to be performed, as outlined in the scope of services portion of this request for qualifications. **(0 to 15 points)**
4. Accessibility and availability of the individual during the course of the engagement. **(0 to 15 points)**
5. Compensation **(0 to 25 points)**

## INSTRUCTIONS TO BIDDERS

### A. VERBAL INSTRUCTIONS

No negotiations, decisions, or actions shall be initiated or executed by a Respondent as a result of any verbal discussions with an employee of the FPFC. Only those communications that are in writing from the FPFC may be considered as a duly authorized expression on behalf of the FPFC. Also, the FPFC will recognize only written communications from a Respondent, which are signed by persons who are authorized to contractually bind the Respondent, as duly authorized expressions on behalf of the Respondent.

Any questions arising from this Request for Qualifications must be forwarded to the person and address indicated below or by phone. The FPFC will forward to all Respondents in receipt of the Request for Qualifications, the FPFC's written responses to a Respondent's question(s).

Ms. Toy Keller  
502 East Jefferson Street  
Tallahassee, Florida 32301  
850.222.8028  
toykeller@aol.com

Questions may be forwarded to the Issuing Agent up until three days prior to the submittal date.

**B. MINIMUM QUALIFICATIONS TO BID**

Respondent must represent it is a registered Investment Advisor under the Investment Advisors Act of 1940.

**C. QUALIFICATIONS OF RESPONDENT**

The FPFC will determine whether the Respondent is qualified to provide the services being contracted based on the Respondent demonstrating satisfactory experience. The Respondent shall include the necessary experienced personnel and facilities to support the activities required by the Contract.

**D. QUALIFICATIONS OF PERSONNEL**

Those individuals who will be directly involved in the project must have demonstrated specific experience in the areas detailed in the Scope of Services.

**E. RESERVATIONS**

The FPFC reserves the right to accept or reject any or all responses received and reserves the right to make an award without further discussion of the responses submitted. Therefore, the responses should be submitted initially in the most favorable manner. It is understood that the response will become a part of the FPFC's official file on this matter without obligation on behalf of the FPFC. The contents of the responses are subject to the Florida Public Records Act.

**F. RESPONSIVENESS OF RESPONSES**

All responses must be in writing. A response is an offer, which conforms, in all-material respects to the Request for Qualifications. A response is conditional if it proposes exceptions or conditions to the Request for Qualifications. Non-responsive responses will not be considered. Responses may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A response may be found to be irregular or non-responsive by reasons including, but not limited to, failure to use or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, and improper or undated signatures.

G. OTHER CONDITIONS

Other conditions which may cause rejection of responses include: evidence of collusion among Respondents; lack of experience or expertise to perform the required work; failure to perform or meet financial obligations on previous contracts; an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

Responses will not be accepted and will be returned to the sender if delivered or received after the date and time specified as the due date for submission.

H. WAIVERS

The FPFC may waive minor informalities or irregularities in responses received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on the FPFC's interest and will not affect the integrity of the response by giving a Respondent an advantage or benefit not enjoyed by other Respondents.

I. CONTRACTUAL OBLIGATIONS

Each member of the Respondent's team will be subject to, and comply with, the contractual requirements.

J. ADDENDA

The FPFC will transmit addenda to all recipients of the RFQ package indicated on the FPFC's RFQ log for this project. The Respondent shall acknowledge all addenda when submitting a response.

K. COST INCURRED IN RESPONDING

This RFQ does not commit the FPFC or any other public agency to pay any costs incurred by an individual, firm, partnership, or corporation in the submission of responses or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

L. CANCELLATION PRIVILEGES

The performance by the FPFC of any of its obligations under this RFQ and subsequent Contract will be subject to and contingent upon the availability of monies lawfully appropriated for such purposes.

If the FPFC deems at any time during the term of the Contract that monies lawfully applicable to the Contract are unavailable for the remainder of the Contract term, or that for cause the Contract be canceled, the FPFC will notify the Consultant in writing, whereupon the obligations of the parties herein shall end within thirty (30) days upon giving of such notice and the Contract shall be considered canceled by mutual consent.

M. RESPONSE SUBMISSION

By submitting a Response, the Respondent represents that he/she understands and accepts the terms and conditions to be met and the character, quality, and scope of services to be provided.

All responses and associated forms shall be signed and dated in ink by a duly authorized representative for the Respondent.

N. ISSUING AGENT

Respondents are specifically directed NOT to contact any FPFC personnel, officials or any member of the Evaluation Team for meetings, conferences or technical discussions that are related to this RFQ, other than those specified here in this RFQ. Unauthorized contact of any FPFC personnel may be cause for rejection of the Respondent's RFQ response. All communications regarding this RFQ process should be directed to Ms. Toy Keller, 502 East Jefferson Street, Tallahassee, Florida 32301. Email: [toykeller@aol.com](mailto:toykeller@aol.com). All communications to the FPFC should be submitted via email and all responses will be shared with each Respondent that has requested an RFQ. Questions may be forwarded to the Issuing Agent up until three days prior to the submittal date.

O. TIME AND PLACE

Seven (7) copies of the Response shall be submitted to:

Mr. Bert Francis  
Chair, Florida Ports Financing Commission  
502 East Jefferson Street  
Tallahassee, Florida 32301  
850.222.8028

All questions or comments shall be directed to Ms. Toy Keller at phone number 850.222.8028, or e-mail [toykeller@aol.com](mailto:toykeller@aol.com) Responses will be received until 2:00 p.m., Eastern Standard Time, on July 16, 2004. Responses delivered or received after that time and date will not be accepted and will be returned to the sender. Respondents must submit all responses in the format specified in the section entitled "Response Format Instructions" in this Request for Qualifications.

The copies of the Response shall be submitted in a sealed envelope(s), identified as the following:

Response For: FINANCIAL ADVISORY SERVICES  
Submitted To: FLORIDA PORTS FINANCING COMMISSION  
Submitted By: RESPONDANT'S NAME  
ADDRESS  
PHONE NUMBER  
CONTACT NUMBER  
DATE SUBMITTED

The contents of the Responses will not be disclosed to the public until after the evaluation and final selection, at which time, under the Florida Public Records Act and the Florida Sunshine

laws, materials submitted by a Respondent, the results of the FPFC's evaluation, and the proceedings of the Contract negotiations will all be opened for public inspection. Respondents should take note of this as it relates to any proprietary information that might be included in the response package. The FPFC assumes no liability for disclosure or use of data submitted in response to this RFQ for any purpose and may consider that the response was not submitted in confidence and, therefore, can be released under the Florida Sunshine laws and the Freedom of Information Act (5 U.S.C. 522).

P. MODIFICATION, RE-SUBMITTAL AND WITHDRAWAL

Respondents may modify previously submitted responses at any time prior to the response due date. Requests for modification of a submitted response shall be in writing and shall be signed in the same manner as the response. Upon receipt and acceptance of such a request, the entire response will be returned to the Respondent and not considered unless resubmitted by the due date and time.

Q. EVALUATION PROCESS

A Selection Committee, hereinafter referred to as the Committee, will be established by the FPFC to review and evaluate each response submitted in response to this Request for Qualification. Each member of the Committee will receive a copy of each Response and will base their evaluation of each response on the same criteria in order to assure that value is uniformly established. The Committee will evaluate each Response on its own merit without comparison to other responses submitted. The Committee will assign rating factors based upon the evaluation criteria identified herein.

During the process of evaluation, the Committee will conduct examinations of responses for responsiveness to requirements of the RFQ. Those determined to be non-responsive will be so marked.

The Committee will make a determination of the responsibility level of each Respondent. Responses submitted by non-responsible Respondents will be so marked. A responsible Respondent is a Respondent with the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure good faith performance.

In order to maintain a fair and impartial evaluation process, the Committee members and FPFC staff must avoid private communications with Respondents during the evaluation period. Respondents or their agents shall not attempt to query the Committee members or FPFC staff regarding the evaluation of the responses.

R. EVALUATION CRITERIA FOR RESPONSES

The Response shall demonstrate the Respondent's understanding of the scope of work, concepts and the management approach for meeting requirements. The Respondent shall provide a clear analysis of the project objectives, operational parameters and management solutions in the Response.

The Response shall be sufficiently detailed to enable the Committee to ascertain that the Respondent understands the requirements and is able to furnish the services required. Responses, which are limited to a statement of "will comply" or a similar statement, which does not describe how each requirement will be met, will receive no credit. Responses, which are merely a copy of the stated RFQ requirements, are not desired and will receive no credit. Discussion of the

Respondent's past experience, which is not germane to the specified services for this project, should not be included.

FPFC reserves the right to accept or reject any or all responses, in whole or in part. There is no obligation by FPFC to award the contract to the lowest proposed offer and FPFC reserves the right to award the Contract to the Respondent submitting the Response that, in the FPFC's sole discretion, will be the most advantageous and beneficial. FPFC will be the sole judge of which Response will be in its best interest and its decision will be final.

#### S. ORAL PRESENTATIONS

FPFC reserves the right to request oral presentations from any Respondent to determine service capabilities in detail and to clarify any unclear areas in the response. FPFC is not required to contact a Respondent to obtain additional information to evaluate the Response.

#### T. AWARD OF THE CONTRACT

The FPFC intends to award the Contract to the Respondent whose response is determined to be the most advantageous to the FPFC, taking into consideration the criteria stated herein.

#### U. PROTEST PROCEDURE

Any person who is adversely affected by: (i) the requirements or scope of services contained in this RFQ, (ii) a notice of an intended decision, or (iii) a notice of decision or decisions by the FPFC, and who wants to protest the requirements or scope of services, the intended decision or decisions must comply with the policies of the Florida Ports Financing Commission and other provisions in Florida Statutes. Failure to comply shall constitute a waiver of any protest proceedings. A protest bond in the amount of \$1,000.00 is required to protest this project.

#### V. CONTRACT EXECUTION

Following the protest period, the FPFC and the selected firm(s) will begin negotiations to finalize the scope of the project and the level of effort necessary to accomplish the work required, and to agree on the final Contract amount. Upon completion of such negotiations, the FPFC and the selected firm(s) will enter into a Contract establishing the obligations of both parties. The selected firm(s) shall execute the Contract within 10 calendar days and return it to the FPFC along with proof of insurance as required in the Contract. If the FPFC and the selected firm(s) are unable to finalize negotiations, the FPFC may enter into negotiations with any of the remaining firms or reject all remaining responses and re-advertise the project.

#### W. PUBLIC ENTITY CRIME INFORMATION STATEMENT

The following provisions of Section 287.133 (2)(a), Florida Statutes, are applicable to this RFQ:

“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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in

excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

## TERMS AND CONDITIONS

- A. The FPFC reserves the right to reject any or all responses and to waive any informality in any response. Responses may be considered irregular and may be rejected if they show omissions, alteration of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind; also if the unit prices, if called for in the response, are obviously unbalanced either in excess of or below the reasonable cost analysis values.
- B. The FPFC reserves the right to request clarification of information submitted and to request additional information from one or more applicants. All costs associated with the presentation, if requested, of the response and any supplemental information shall be borne solely by the Respondent, and shall not be passed on to the FPFC under any circumstances.
- C. Any written agreement or contract resulting from the acceptance of a response shall be prepared on forms either supplied by or approved by the FPFC, and shall contain, at a minimum, applicable provisions of the request for responses. The FPFC reserves the right to reject any agreement that does not conform to the request for qualifications or any other FPFC requirements for agreements and contracts. The following are representative of the provisions to be included within the contract documents:
  1. Term of Contract: The length of the financial advisory services contract will be two years with three, 1-year options for renewal. The contract will contain a provision allowing the FPFC to renew subject to the above conditions.
  2. Termination: If through any cause, the firm selected shall fail to fulfill the obligations agreed to in a timely and efficient manner, the FPFC shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least ninety (90) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.
  3. Assignment: The firm shall not assign any interest in the contract, and shall not transfer any interest in the same without prior written consent from the FPFC.
  4. Non-discrimination: The successful financial advisor must specify in the contract that the firm will not discriminate under the contract against any person as provided in any federal, state, or local government laws and regulations.
  5. Certificate of Insurance: The Respondent shall obtain a Certificate of Insurance for Comprehensive General Liability (including Products/Completed Operations Insurance, Contractual Liability Insurance covering the hold harmless agreement between the named insured and the FPFC and Broad Form Property Damage Liability Insurance), Comprehensive Automobile Liability, and Worker’s Compensation Employer’s Liability. The contractor shall name the Florida Ports Financing Commission as “AN ADDITIONAL NAMED INSURED” on the Certificate of Insurance.
  6. Truth-In-Negotiation Certificate: The financial advisor selected shall be required to submit an executed truth-in-negotiation certificate. Said certificate shall include a statement by the financial advisor “that the rates of compensation and other factual unit costs supporting the compensation are accurate, complete, and current at the time of

contracting. Such certificate shall also contain a description and disclosure of any understanding that places a limit on current or future years' contract fees, including any arrangements under which fixed limits on fees will not be subject to reconsideration if unexpected issues are encountered."

7. Publication of Information: No reports, information or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the prior written approval of the FPFC. This provision shall only apply insofar as it does not conflict with the provisions of Chapter 119, Florida Statutes (Public Records Law).
- D. The firm selected as financial advisor will not be permitted to underwrite any debt (assuming the issuance of debt represents the most effective means of financing) of the FPFC issued to finance any project, facility, or activity for which the firm also serves as financial advisor to the FPFC.
  - E. The contract shall be awarded to the respondent with the highest score, which said qualification shall enable the awarding authority of the FPFC to take into consideration the financial responsibility of the respondent, proven skills, experience, facilities for performing the contract, previous satisfactory performance, and such other abilities of the bidder as will enable him to perform efficiently as the contract bid upon, as soon as practicable after the bid opening. The FPFC reserves the right to waive any informality of bids at its direction.

## EXHIBIT 1

### DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
Name of Business

1. Publish a statement of 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. Inform 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. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 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. Impose a sanction of, or require 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 paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**SWORN STATEMENT UNDER SECTION 287.133 (3)(A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)

By \_\_\_\_\_  
(Print individual's name and title)

For \_\_\_\_\_  
(Print name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_?

\_\_\_\_\_?  
In addition, (if applicable) its Federal Employer Identification Number (FEIN) is \_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_).

2. I understand that a “public entity crime” as defined in Paragraph 287.122(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A. A predecessor or successor of a person convicted of a public entity crime;  
or
  - B. shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts

for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business wit a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
\_\_\_\_\_ who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

**The bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder or proposer will be duly bound:**

Name	Title	Telephone Number
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\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Name of Business)

The bidder/offeror shall complete and submit the following information with the bid or proposal:

**Type of Organization**

\_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Partnership

\_\_\_\_\_ Joint Venture

\_\_\_\_\_ Corporation

**State of Incorporation:** \_\_\_\_\_

## LOCATION

**Offerors shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.**

PRIME CONSULTANT/ CONTRACTOR (Name & Address)	CITY	COUNTY	STATE ZIP	PERCENTAGE OF WORK ASSIGNED
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1. \_\_\_\_\_ %

2. \_\_\_\_\_ %

3. \_\_\_\_\_ %

### SUBCONSULTANT/SUBCONTRACTOR

(Name & Address)

1. \_\_\_\_\_ %

2. \_\_\_\_\_ %

3. \_\_\_\_\_ %

4. \_\_\_\_\_ %

5. \_\_\_\_\_ %

6. \_\_\_\_\_ %

7. \_\_\_\_\_ %

\_\_\_\_\_%  
Total Percentage  
(must equal 100%)

(Use additional pages if necessary)

CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SETTLEMENT

LITIGATION

IN FLORIDA ONLY, JUDGEMENTS AGAINST THE FIRM, AND SUITS AGAINST THE COMMISSION INCLUDE ACTIONS AGAINST THE FIRM BY THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER STATE OR FEDERAL REGULATORY AGENCY.

CHECK ONE

The undersigned firm has had no litigation or any projects in the last five (5) years.

OR

The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

COMPANY NAME

\_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_

NAME (PRINT OR TYPE)

\_\_\_\_\_

TITLE

\_\_\_\_\_

**Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.**

## **Minority/Women Business Enterprise Participation**

The Commission notifies all Proposers that it encourages small, minority and women owned businesses to have a full opportunity to submit Proposals in response to this invitation and Proposers will not be discriminated against on the basis of sex, race, color, national origin, religion or disability, or other protected status. The Commission will require efforts be made to encourage participation of local minority and women business enterprises on contracts considered for an award.

Only M/WBEs certified by one or more agencies at the time the Proposal is submitted may be counted toward the objective. Firms certified by the Florida Department of Transportation and Disadvantaged Business Enterprise (DBE) will be accepted but must be a minority or women owned business.

### **WAIVERS**

The Commission may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the Commission's interest and will not affect the price of the proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

### **EQUAL OPPORTUNITY STATEMENT**

#### **MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION**

The Florida Ports Financing Commission, in accordance with the Provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., the Florida Civil Rights Act of 1992, as amended, § 760.10 et seq., Fla. Stat. (1996), and other federal and state discrimination statutes, prohibits discrimination on the basis of race, color, sex, age, national origin, religion, and disability or handicap. The Commission requires and encourages equal employment opportunity for minority and women as employees in the work force.

### **CONTRACT INSURANCE REQUIREMENTS**

The Contractor will be required to provide the following insurance:

- a. General Liability Insurance – Minimum Coverage \$1,000,000 per occurrence.
- b. Comprehensive Automobile Insurance – Minimum Coverage \$1,000,000 per accident.
- c. Workers Compensation Insurance – per State Statute.
- d. Maintenance Performance Bond – Minimum Coverage - \$2,000,000

### **PROTEST PROCEDURE**

Any person who is adversely affected by: (i) the requirements or scope of services contained in this RFP, (ii) a notice of an intended decision, or (iii) a notice of decision or decisions by the Commission, and who wants to protest the requirements or scope of services, the intended decision or decisions must comply with the proper procedures. A protest bond in the amount of \$5,000.00 is required to protest this project.