



Muscogee County School District  
Columbus, Georgia

# **REQUEST FOR PROPOSAL**

## **For**

# **Bond Underwriting Services**

**RFP NUMBER 21-013**

For all questions about this RFP contact:

**Edwin Joseph**  
**Director of Purchasing and Supply Management**  
**Muscogee County School District**  
**P.O. Box 2427, 2960 Macon Road**  
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**RELEASED ON:**

**February 19, 2021**

**DUE ON:**

**March 12, 2021 @ 11:00 A.M. Eastern Standard Time**

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**PROPOSAL CHECK LIST**

This standardized check list has been provided to assist the vendor with the submission of their Proposal package. This check list cannot be construed as identifying all required submittal documents for this project. Vendors remain responsible for reading the entire Proposal document to insure that they are in compliance. Proposals may be considered subject to rejection if, in the sole opinion of the District, there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind.

- Proposal Signature and Certification Form – all information completed and signed
- Financial Form – signed
- Federal Work Authorization Contractor Affidavit (if awarded)
- Federal Work Authorization Subcontractor Affidavit (if awarded)
- Exceptions or Deviations to Specifications – signed and/or information completed
- Disclosure of Subcontractors, Subconsultants and Suppliers – signed and/or information completed
- Reference Request Form – list three (3) references of similar size and scope
- W-9 – completed and signed (if not a District registered vendor)
- Sample Contract – provide a sample contract intended to use if awarded the contract
- Copy of Business License
- Copy of Required/Applicable Licenses or Certifications per Specifications
- Required Number of Copies of the Proposal

## 1.0 INTRODUCTION

### 1.1 Objective – Purpose of Procurement

- A. The objective of this Request for Proposal (RFP) is to solicit proposals from qualified financial firm(s) to provide bond underwriting services for Muscogee County School District (MCSD). The school district plans to issue approximately \$70,000,000 (Seventy Million) in bonds following a successful 2020 referendum for a one percent Education Special Purpose Local Option Sales Tax (E-SPLOST). The awarded firm will work with the school district and its financial advisor to structure the bonds, coordinate the financing team, assist the school district attorneys in drafting the appropriate bond documents, work with rating agencies and credit enhancement providers, market the bonds, and perform all other needed bond underwriting services.

In using this method for solicitation, we are requesting your best effort in seeking the greatest value for our requirements. To be eligible for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected provider to meet all specifications and guidelines set forth herein, in addition to all applicable laws and regulations. Muscogee County School District (MCSD), at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by Muscogee County School District (MCSD).

- B. The laws of the State of Georgia shall prevail concerning all purchases of products and services under this RFP and subsequent contract(s). Venue shall be in the court of competent jurisdiction in Columbus, Muscogee County, Georgia. Several Georgia statutes proscribe jurisdiction and venue for different types of cases that involve state agencies. Any provision that requires legal action that would require travel by MCSD employees likely violates the Constitutional provisions noted above.

#### C. Scope of Work

- a. The successful firm will be responsible for providing the following services:
- i. Advise MCSD on the most advantageous financial structuring plan for bonds, provisions of bonds, and the sale of bonds.
  - ii. Assist legal counsel in the preparation of relevant legal documentation necessary in connection with the bonds.
  - iii. Assist in the preparation of a preliminary to final official statement for the bond issue in accordance with current disclosure guidelines of the Municipal Securities Rulemaking Board and the Government Finance Officers Association.
  - iv. Advise MCSD in ascertaining the costs and potential benefits of obtaining municipal bond insurance.
  - v. Consult with legal counsel and MCSD on proposed and actual changes in all applicable tax laws and financial market changes that may affect issuing bonds.
  - vi. Consult with MCSD officials, staff, and legal counsel (including team meetings to discuss the bond issue as reasonably requested).
  - vii. Develop a detailed plan for marketing the District's bond to investors in order to achieve the best rate(s).

- viii. Market the bonds, provide a firm commitment bond purchase contract to purchase the bonds at/or below prevailing market interest rates, and underwriting and unsold balances.
- ix. Provide any such additional services as may reasonably be deemed necessary or appropriate in order to properly complete the financing.

**1.2 Background**

- A. The Muscogee County School District is the public school system serving the Columbus, GA area. There are currently 57 schools and alternative centers educating over 30,000 students. The Muscogee County School District is the area’s second largest employer-after neighboring Ft. Benning-with approximately 5,000 employees.
- B. On June 10, 2020, the taxpayers of Muscogee County approved a new one percent E-SPLOST referendum. Collections of the Education Special Purpose Local Option Sales Tax began on July 01, 2021, and last five years or until the Muscogee County School District collects approximately \$189 million dollars. The funds will be used to complete a variety of capital projects to include (but not limited to): technology improvements, new elementary school, five-year facilities renovation/modification, athletics complex, campus safety and security, new school buses, and school expansions. Part of the approved referendum will allow MCSD to bond up to \$70 million dollars in order to be able to begin the projects in a timely manner. The bonds were approve as follows:
  - 2021 \$12,670,000
  - 2022 \$13,300,000
  - 2023 \$13,965,000
  - 2024 \$14,665,000
  - 2025 \$15,400,000

**1.3 Schedule of Events**

This Request for Proposal will be governed by the following schedule:

<u>February 19, 2021</u>	Release of RFP
<u>March 2, 2021</u>	Deadline for Written Questions
<u>March 3, 2021</u>	Answers to all Written Questions Posted on the MCSD Website
<u>March 12, 2021 at 11:00AM</u>	Proposals Due
<u>March 23, 2021 and/or March 24, 2021</u>	ZOOM Presentations (if required)
<u>April 19, 2021</u>	Contract Awarded (at Board Meeting)

April 20, 2021

Contractor Begins Work

#### **1.4 Restrictions on Communications with Staff**

A. All questions about this RFP must be directed in writing to:

Edwin Joseph  
Director of Purchasing and Supply Management  
Muscogee County School District  
P.O. Box 2427  
2960 Macon Road  
Columbus, GA 31906  
Office: 706-748-2350, Fax 478-223-0199  
joseph.edwin@muscogee.k12.ga.us

B. No other MCSD employee shall be contacted regarding this RFP. The school district reserves the right to reject the proposal of any proposer violating this provision. If any vendor finds discrepancies or omissions in this RFP, or is in doubt as to the meaning of a particular requirement, submit notifications and questions in writing or via e-mail for interpretation, correction or clarification. Only written questions and written answers regarding this RFP shall be binding. Answers will be posted to the MCSD website after that date.

C. Procedures for formal protests of RFPs are available at [www.muscogee.k12.ga.us](http://www.muscogee.k12.ga.us)> Vendors > Additional Information.

#### **1.5 Contract Term**

A. The initial contract term is for one year, from April 20, 2021 through April 19, 2022 with two additional one-year options to renew. Renewals shall be based on the fiscal year and shall depend upon funding, contractor performance, and agreement by both parties.

B. In compliance with State of Georgia law, O.C.G.A. 20-2-506, the contract shall terminate absolutely and without further obligation at the close of the calendar year. The contract shall automatically renew, unless positive action is taken by the school system, and shall terminate at the end of the contract period.

C. Georgia law at OCGA s 20-2-506 contains very specific provisions regarding the limited authority of school boards to enter into contracts who terms could financially obligate future boards of education. Boilerplate or standard termination clauses therefore are often problematic for the MCSD. A board of education cannot unreasonably financially obligate a future board of education. The terms of the law will be summarized below, as a thorough discussion of the requirements is outside of the scope of this document. Under certain conditions, school systems may enter into multi-year lease, purchase or lease purchase contracts, and these contracts may be used to acquire construction project sites or buildings, or for other purposes. Each such contract must terminate at the end of the calendar year in which the contract was entered into, and at the end of each succeeding calendar year. The contract may provide that it shall be automatically renewed for each successive year unless the school

system takes affirmative steps to terminate the contract. The contract must contain a clear statement of the school system's total financial obligation for the original and each succeeding calendar year. Except for guaranteed energy savings contracts, the total value of all such contracts for any calendar year may not exceed 7.5 percent of the total local revenue collected in the most recently completed fiscal year. Failure to comply with the specific requirements of the code section can make the contract void.

## **2.0 TERMS AND CONDITIONS**

### **2.1 Muscogee County School District Reserves the Right to:**

- A. Waive formalities and technicalities in any proposal.
- B. Reject any and/or all proposals wherein its judgment, it will be in the best interest of the school district.
- C. Accept the proposal that in its judgment will be in its best interest.
- D. At its option, award on an individual component or on a lump sum basis.
- E. Award this contract to the vendor who in the school district's opinion is most responsive and responsible, and will perform in the best interest of the Muscogee County School District.
- F. Cancel or amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Muscogee County School District website at [www.muscogee.k12.ga.us](http://www.muscogee.k12.ga.us). Proposers are encouraged to check this website frequently.
- G. Determine whether or not a product is equal or equivalent to specifications.
- H. Retain proposals and all submitted documentation.

### **2.2 Proposal Period**

- A. All proposals must be valid for at least 90 days after proposal due date.
- B. A submitted proposal may be withdrawn prior to the due date by a written request to the Director of Purchasing. A request to withdraw a proposal must be signed by an authorized individual from the vendor's company.
- C. The cost for developing and delivering the proposal is the sole responsibility of the proposer.

### **2.3 Contract**

- A. The proposer shall provide a sample contract which they intend to use if awarded the contract. After the award, the winning proposer shall be required to enter into discussions with the school district to resolve any contractual differences. Failure to resolve contractual differences may lead to cancellation of the award. The District will prepare and negotiate a contract with the

selected Provider and give consideration, to the extent possible, to Vendor's standard contract and agreement.

- B. The school district reserves the right to modify the contract to be consistent with the successful offer and to negotiate with the successful proposer other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful proposer a competitive advantage.
- C. The contractor shall notify the Muscogee County School District in writing if sub-contractors will be used. The contractor shall list that part of the work the sub-contractor is to furnish or perform and assume complete responsibility for such sub-contractor's portion.
- D. A form W-9 must accompany all contracts. All payments will be subject to backup withholdings of 28%, if a correct W-9 is not provided. All contracts and invoices must reflect the official name as registered with the IRS.
- E. If you are an independent contractor, and are drawing retirement from the Georgia Teachers Retirement System (TRS), you must identify that in your proposal. If any of your employees are drawing retirement from the Georgia Teachers Retirement System, you must identify them and their duties, responsibilities and relationships as they apply to the goods and services your company will provide to the Muscogee County School District. MCSD will enter into this contract with your company and not with any individuals employed therewith. If you employ individuals who are Georgia TRS retirees, you are responsible for any and all penalties and interest assessed by TRS. You shall indemnify and hold harmless MCSD, its officers, officials, representatives, agents and employees, from and against any and all claims.

## **2.4 Equal Opportunity Policy**

Vendors shall abide by the school district's non-discrimination policy (DJED). The vendor/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The vendor shall take appropriate action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and training. It is the further policy of the Board to insure equal opportunity for minority owned businesses and minority professionals with regard to all work, services, and supplies purchased by the Board and all construction projects undertaken by the Board which are competitively bid by the Board.

## **2.5 Non- Collusion Certification**

- A. The proposer shall certify that the price(s) and amounts of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before contract award. No attempt has been made or will be made to induce any

firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complimentary proposal. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

- B. The proposer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. The proposer understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**2.6 Debarment Certification**

The proposer shall certify and swear that neither this vendor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or state department or agency.

**2.7 Georgia Security and Immigration Compliance Act of 2006 Certification**

The proposer shall certify that the proposer and any subsequent subcontractors have registered with and are participating in a federal work authorization program as outlined in the O.C.G.A. 13-10-91.

**2.8 Bonding**

The bid, performance, and payment bonds are not required for the project.

**2.9 Insurance**

The awarded contractors and sub-contractor(s) shall furnish to the MCSD a Certificate of Insurance showing compliance with the limitations listed herein. The Certificate of Insurance must be sent to the Muscogee County School District prior to commencement of work. MCSD is a member of an interlocal risk management agency, the Georgia School Board Association (GSBA). GSBA Risk Management Services (RMS) offers protection through its group-self-insurance plans for workers' compensation, property and liability risks. Provisions mandating the MCSD to purchase insurance, increase policy limits, or name the vendor or other third party as an additional insured party cannot be included in contracts with the MCSD.

**A. COMPREHENSIVE GENERAL LIABILITY**

Standard 1986 ISO (Insurance Services Office) Occurrence Form

- Bodily Injury - \$1,000,000 Each Occurrence
- \$2,000,000 Aggregate
- Property Damage - \$1,000,000 Each Occurrence
- \$2,000,000 Aggregate

**Or**

Bodily Injury/Property Damage - \$2,000,000 CSL (Combined Single Limit) Each Occurrence/Aggregate

B. COMPREHENSIVE AUTOMOBILE LIABILITY

Including Owned, Non-Owned and Hired Vehicles –  
Bodily Injury/Property Damage - \$2,000,000 CSL per Accident

C. WORKERS' COMPENSATION

Georgia Statutory Coverage  
Employer's Liability  
- \$500,000 Each Accident  
- \$500,000 Disease Policy Limit  
- \$500,000 Disease Each Employee

D. UMBRELLA/EXCESS (if appropriate)

\$5,000,000 limit of liability each occurrence and aggregate

E. PROFESSIONAL LIABILITY (if appropriate)

\$1,000,000 per person  
Claims Made Form must have a minimum of 30 Day Extended Reporting Period

F. *Muscogee County School District must be shown as Additional Insured as respects to liability. Attach a copy of the policy Additional Insured endorsement or state on the certificate that the policy has been specifically endorsed to provide coverage, including Defense Cost Coverage for Muscogee County School District as an Additional Insured. Professional Liability is excluded.*

G. Insurance carriers must be rated A or better in the AM Best Guide.

H. Thirty (30) days Notice of Cancellation on all policies is required.

I. Provide a brief description of the service and anticipated dates on school property in the Description of Operations/Locations/Vehicles box.

J. Exclusions other than those found on the ISO Policy Form must be indicated.

K. Certificate must be signed by an authorized insurance representative.

L. The vendor, and any of the vendor's sub-contractors, agrees to comply with the provisions of worker's compensation laws of the State of Georgia. A certificate from an insurance company showing issuance of worker's compensation coverage for the State of Georgia or a certificate from Georgia Worker's Compensation Board showing proof of ability to compensate directly shall be submitted to the Muscogee County School District prior to beginning the work.

M. It shall be stated on every policy or certificate of insurance, as the case may be, that "The insurance company agrees that Policy Number (insert the number) shall not be canceled, changed, or allowed to lapse until thirty (30) days after the Muscogee County School District has received written notice."

- N. The vendor further shall maintain such other insurance (with limits as shown below) that shall protect the vendor and Muscogee County School District from any claims for property damage or personal injury, including death, which may arise out of operations under this contract, and the vendor shall furnish the Muscogee County School District certificates and policies of such insurance as shown below.
- O. Warranty – The contractor shall provide at least a one year warranty indicating that the contractor will, at no cost to the Muscogee County School District, repair or replace new work which fails.
- P. The contractor shall indemnify and hold harmless the Muscogee County School District, its officers, officials, representatives, agents and employees, from and against any and all claims, demands, suits, loss, damage, injury, and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of the contract, except where caused by the active negligence, sole negligence or willful misconduct by the Muscogee County School District. This hold harmless clause is in no way an admission of liability on the part of the Muscogee County School District, or any of its agents, representatives, or employees.
- Q. The MCSD cannot enter into an agreement whereby it agrees to indemnify or hold harmless a vendor or other third party. This language typically looks like “agrees to hold harmless from any liability, personal injury, or property damage arising out of the performance...” There are three legal principles that come into play here. First, indemnification provisions have been held by Georgia courts to be an unauthorized attempt to waive the State’s sovereign immunity. An opinion of the Georgia Attorney General (AG) counsels that an unauthorized attempt to waive sovereign immunity through an indemnification agreement in a contract would be ultra vires and void. 1980 Op. Atty. Gen. 80-67. The Georgia Supreme Court has held that an indemnification clause is invalid where the governmental entity didn’t have express statutory authority to waive its sovereign immunity. *CSX Transp., Inc. v. City of Garden City*, 588 S.E.2d 688 (Ga. 2003). Second, an indemnification violates Georgia’s Constitutional ban on gratuities. The Georgia Constitution does not allow any donation or gratuity or the forgiving of any debt owed to the public. Ga. Const. Art. III, s VI, Para VI (a). The Georgia AG has issued an opinion expressly stating that indemnification provisions are gratuitous undertakings in violation of the gratuities clause. 1980 Op. Atty. Gen. 80-67. Third, the Georgia Constitution does not allow the credit of the state to be pledged or loaned to any individual, company, corporation, or association. Ga. Const. Art. VII s IV Para VIII. The AG has opined that the constitutional debt restriction does not allow any state agency from contractually agreeing to any indemnification or “hold harmless” clause. See 1980 Op., supra. An indemnification is open-ended in nature, because at the time of contracting, neither party knows if nor when it will be triggered. As such, it violates the debt restriction.

## 2.10 Compliance with Laws

The successful proposer shall procure all permits, bonds, and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the proposal price. The successful

proposer shall, at all times, observe and comply with all Federal, State, City, and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

### 2.11 Funding Out Clause

It is necessary that fiscal funding-out provisions be included in all contracts in which the terms are for periods longer than one year. Therefore, the following funding-out provisions are an integral part of this RFP, and must be agreed to by all proposers. The Muscogee County School District may, during the contract period, terminate or discontinue the purchase of goods, services or systems covered in this RFP at the end of the district's then current fiscal year and upon 30 days prior written notice to the contracted vendor. Such prior written notice will state:

- That the lack of appropriated funds is the reason for termination, and
- Agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this RFP from another vendor in the succeeding funding period.

The complete statement "This written notification will thereafter release the District of all further obligations in any way related to such goods, services or systems covered herein." must be included as part of any agreement with the District. No agreement will be considered that does not include this provision for "funding out".

### 2.12 Payments and Pricing

- A. The payment for any work associated with this contract shall be made **ONLY** from the bond proceeds. Payment for any work from this contract shall be made upon receipt, inspection, and acceptance of completed work and receipt of proper itemized invoices.
- B. The Muscogee County School District will not pay any penalties for late payment of invoices.
- C. The District is exempt from State sales tax. All federal and state taxes and fees that can be eliminated in sales to public school systems in the State of Georgia should not be included in the proposed price.
- D. The District has determined issuing payment electronically is the preferred method of payment. The District reserves the right to remit payments using an electronic method in lieu of issuing a check at no additional cost to the District.
- E. Payment of interest / late fees is prohibited by the gratuities clause of the Georgia constitution. Similarly, MCSD cannot enter into an agreement that requires it to pay attorney's fees or goods / services not priced in the contract, or authorizes the payment of unknown / unspecified cost increases that cannot be calculated.

### 2.13 Open Records

**You are hereby notified by MCSD that it is the submitting party's obligation to indicate whether any of the information submitted to MCSD constitutes a "trade secret" as defined by law, and if so, what specific information constitutes a "trade secret."**

The Georgia Open Records Act, as amended in April 2012, requires that any “trade secret” information be designated as such at the time it is provided to a governmental agency. The Act further indicates that a failure to make such a designation may result in a waiver of the right to subsequently claim that such information is confidential or otherwise protected from public disclosure. OCGA 50-18-72 (a) (34).

Specifically, OCGA 50-18-72 (a) (34) states in material part:

“(a) Public disclosure shall not be required for records that are:

(34) Any trade secrets obtained from a person or business entity that is required by law, regulation, bid, or request for proposal to be submitted to an agency. An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall **submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10**. If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure; “

### **3.0 PROPOSAL SUBMISSION AND EVALUATION**

#### **3.1 Proposal Submission**

- A. Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the proposer should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.
- B. The proposal must follow the sequence listed in the RFP. The proposal must be divided into two appropriately labeled separate documents – a Technical Submission and a Financial Proposal. **Do not include cost information in the Technical Proposal.**
- C. Provide six (6) printed copies of the technical proposal with one clearly marked as “ORIGINAL”. Provide ONE printed copy of the financial proposal. Provide ONE full digital copy of the proposal on electronic media such as a flash drive in PDF or Microsoft Word format. If there is a discrepancy between a hard copy submission and the companion digital submission, the hard copy will take precedence.
- D. Proposals must be sealed and marked on the outside of the shipping package as follows:

Proposal #21-013 Bond Underwriting Services  
Due: March 12, 2021 at 11:00 a.m. EST

E. Submit the proposal to:

Muscogee County School District  
Purchasing Department  
P.O. Box 2427  
Columbus, GA 31902

OR

2960 Macon Road  
Columbus, GA 31906  
706-748-2349

F. Any proposal received after the due date and time will not be evaluated. The due date for this proposal is **March 12, 2021 at 11:00 AM EST**. The proposer has sole responsibility to insure that the proposal is delivered to the correct place by the proposal deadline. In order to protect the integrity of the Contracting process, proposals will not be disclosed until after award and signing of the Contract.

G. Delivery method of the proposal is by U.S. Mail, Private Mail Service Carriers, or Personal Delivery to the above location only. Faxed and emailed proposals will not be accepted.

### 3.2 Evaluation Process

A. The evaluation of proposals received on or before the due date and time will be conducted in three phases. If a proposal does not meet the requirements of the Administrative Review phase, it will not be evaluated in future phases.

(1) **Administrative Review:** The Purchasing Department will review all proposals to determine if they meet the following requirements:

- a. Submitted by deadline
- b. Separate technical submission does not include any information from the Financial Proposal
- c. The Proposal Certification Signature Page has been submitted with original signature
- d. The Contractor Affidavit is submitted
- e. Proposer indicates with a statement in the Executive Summary that the proposer meets the Mandatory Minimum Requirements listed in section 4.0 of this RFP

(2) **Technical Proposal Evaluation:** Technical proposals which pass the Administrative Review will be evaluated and scored in categories and may receive a maximum of 550 points.

- a. Proposals will be evaluated to identify which qualified firm advances to the presentation stage. **NO MORE THAN FOUR (4)** firms will advance. The

scoring to shortlist the firms is be based on possible 100 points maximum technical merit only. Here is the maximum possible points per each technical category: Background and Experience {20 pts}, Capabilities {40 pts}, and Services {40 pts}.

- b. Proposals will be scored according to the requirements listed in the Technical Proposal Requirements section (5.0) of this RFP and assigned maximum points as indicated in the table below.
- c. The following are the maximum possible points of each category:

Technical Merit Categories	Maximum Points	Percent
Background and Experience	150	27.2%
Capabilities	200	36.4%
Services	200	36.4%
<b>Total</b>	<b>550</b>	<b>100%</b>

The Technical Proposal with the highest technical points will be adjusted up to a score of 550. All other technical proposals will receive a prorated technical score calculated using the following formula:

$$P/H \times (\text{Maximum points available for Technical Proposal}) = V$$

Where: P = Technical points of the proposal being adjusted  
 H = Original technical points of the highest ranking proposal  
 V = Assigned score for proposal being adjusted

**\*NO MORE THAN FOUR (4) PROPOSALS WITH THE HIGHEST TECHNICAL SCORE WILL BE SELECTED AS FINALIST AND ADVANCE TO THE PRESENTATION AND FINANCIAL PROPOSAL REVIEW.**

**(3) Financial Proposal Evaluation**

- a. Proposers shall use only the Financial Proposal Forms provided with the RFP to supply pricing information.
- b. Financial Proposals can receive a maximum of 450 points (the number of point difference in the maximum technical score and 1000 points). The Financial Proposal with the lowest cost will be awarded the full score of 450. All other

Financial Proposals will receive a prorated score calculated using the following formula:

$$L/P \times (\text{Maximum points available for Financial Proposal}) = V$$

Where:        L = Total Cost of the proposal with the lowest cost  
                  P = Total Cost of the proposal being adjusted  
                  V = Assigned score for proposal being adjusted

- c. The scores earned by each vendor for each step will be combined and the committee will review the combined score and make a recommendation to award to a vendor.
- d. The final award of this proposal is contingent upon the approval of the Board of Education.
- e. Selection of a successful proposal is not the end of the contractual process; further negotiation over the contract terms and conditions will be necessary, which, in and of itself, could change the Vendor of choice.
- f. Vendors responding to the original RFP will be notified of their selection or non-selection after the date of Vendor selection.

#### **4.0 MANDATORY MINIMUM REQUIREMENTS**

##### **4.1 Proposers Business Qualification Requirements**

- A. Proposer is licensed to do business in the State of Georgia, is in good standing with federal, state and municipal jurisdictions to conduct business with the District, and is not under investigation or engaged in litigation that would hinder the conduct of business.
- B. Proposer has presently, or will have at the time of implementation, the professionals, technicians, and supporting staff necessary to deliver the proposed goods, services and systems.
- C. Proposer has presently, or will have at the time of implementation, the required licenses, certifications, and subject matter knowledge to deliver the proposed goods, services, and systems.
- D. The proposer must be able to provide all required services in an equitable fashion through the District.
- F. The proposer must be fully capable of delivering a solution inclusive of all required services described herein as a part of their proposed solution.

#### **4.2 Submission Requirements**

- A. The proposer must submit a Technical Proposal organized according to the sequence defined in this RFP and detailing the proposed approach to performing all of the services requested under Section 5.0.
- B. The proposer must submit a Financial Proposal using the provided form(s).
- C. The proposer must submit a sample contract.
- D. The proposer must submit a completed Certification Page.
- E. The proposer must submit a completed Contractor Affidavit Form.

### **5.0 TECHNICAL PROPOSAL**

This section identifies the information which must be submitted in the Technical Proposal. Proposer must demonstrate their ability to satisfy all Qualification and Technical Requirements as stated in the Scope of Work as well as detail their plan to perform the required services. The Technical Proposal must be structured in the following sequence and labeled with the corresponding titles stated below using the same outline numbers. Present factual assumptions used to develop the proposal. Offering to meet the requirements of the RFP or reference to the RFP will be considered incomplete. Each representation of fact or future performance will be incorporated into the contract as a warranty by the respondent.

#### **5.1 Executive Summary**

Include an abstract, stating the proposer's understanding of the nature and scope of the goods and services required and a brief demonstration of the capability to comply with all terms and conditions of this RFP. Include the company name and address and the name, address and telephone number of the person acting as the contact for matters concerning the proposal and the person who will be authorized to make legal representations. The letter is to be signed by an officer or agent of the proposer who is authorized to legally bind the Vendor. It is necessary for each proposer to include a written statement that they understand and meet the mandatory minimum requirements (Section 4.0) as a part of the proposal, including specific information as necessary to demonstrate satisfaction of each requirement.

#### **5.2 Table of Contents**

The Table of Contents and proposal will conform to the order, headings and sub-headings of this RFP as appropriate.

#### **5.3 Company Background and Experience**

Proposer will describe their background, relevant experience, and qualifications. Include the following proposer Information:

- Company name, parent company name
- Address, city, state and zip of business offices

- Type of ownership
- State of incorporation
- Primary project contact name, title, phone, email, address, city, state and zip
- Federal Tax ID number
- Do you own or lease your current business properties?
- List other business locations including addresses

Include the following descriptive information:

- State the nature and scope of the business
- Brief history of the business
- Length of time the company been licensed to do business
- Size of the organization
- A brief organizational chart showing the positions that will be involved with this project – detailed information of the background, certification, experience of these key personnel
- State the business philosophy and mission statement
- Briefly describe the three most similar contracts, preferably K-12 educational or other governmental agencies, or related engagements that proposer is currently engaged in or has completed within the past two years. Provide for each reference the customer name, contact name, title, telephone number and contract dates.
- Describe other qualifications that may be used to assess proposer’s capabilities. Please note that the District recognizes that the information requested may not apply in full to the goods, services or systems in this RFP, but the highest point levels will be awarded to those proposals where the respondent has clearly described additional reasons that the District may consider in establishing an enhanced and more productive business partnership.

#### **5.4 Financial Stability**

The proposer will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- A. If a public company, the proposer will provide their most recent audited financial report.
- B. If a private company, the proposer will provide a copy of their most recent internal financial statement, and a letter from their financial institution, on the financial institution’s letterhead, stating the proposer’s financial stability.
- C. For the three most recently completed fiscal years, provide a tabular presentation of the following information:
  - Total firm capital
  - Total equity capital

- Uncommitted excess net capital
  - Underwriting Capacity
  - Limitation of municipal underwriting liability(in total and per transaction)
- D. Provide a copy of your firm's most recent Focus report

## **5.5 Business Litigation and Regulatory Issues**

The proposer will disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.

Disclosure pending or threatened investigations or litigation by the United States Securities and Exchange Commission (SEC), other federal agency, or any other regulatory body or court (local, state, or federal) or other state agencies regarding your firm, its management, or any personnel who would be assigned to the District's engagement, whether or not employed by your firm.

## **5.6 Conflicts of Interest**

Address the potential, if any, for conflict of interest as stated in MSRB Rule G-17, including finder's fees, fee splitting, other contractual arrangement of the firm that could present a real or perceived conflict of interest. Additionally, include any pending investigations of the firm or enforcement or disciplinary actions imposed on the firm within the past three years by the SEC or other regulatory bodies.

## **5.7 Exceptions to the RFP**

Note any exceptions to the requirements and conditions in this RFP where applicable. If exceptions are not noted, the District assumes that the Vendor's proposals meet stated requirement and any discovered deviation will result in disqualification of the proposal.

## **5.8 Proposed Service Solutions**

The evaluation process will award the highest point levels to responses that most definitively and completely describe the aspects of the proposed service delivery.

1. Background and Experience:
  - a. Describe the firm's experience in understanding Georgia Education Special Purpose Local Option Sales Tax financing. List no more than 10 projects of this type (preferably school districts in Georgia).
  - b. Describe your staff's experience in connection with the previous bonds issued. Include the bond issue date, amount, and entity.
  - c. Describe the contemplated bond sale transaction and financing program.
  - d. Describe the access to sources of current market information to provide bond pricing data before, during, and after the sale.

## 2. Capabilities:

- a. Describe the firm's bond distribution capabilities including the experience of the individual primarily responsible for underwriting the proposed bonds. Include Georgia and Southeast bond distributions (if applicable). Describe the number of financial consultants who will market the school district's bonds.
- b. Describe the firm's ability to access both retail and institutional investors. Include your approach to the marketing and sale of the bonds and the firm's financing strategy.
- c. Describe the analytic capability of the firm and assigned investment banker(s).
- d. Explain the amount of uncommitted capital available and ability of the firm and willingness of the firm to purchase the entire offerings of the issuer (if necessary).

## 3. Services:

- a. Describe the firm's understanding of the issuer's financial situation, including ideas on how the issuer should approach financing issues such as bond structures, credit rating strategies, and investor marketing strategies. Include knowledge of local political, economic, legal, or other issues that may affect the proposed financing.
- b. Provide a detailed scope of services that the firm will provide with respect to the proposed E-SPLOST financing.

**6.0 FINANCIAL PROPOSAL**

Complete the Financial Proposal on Page 36. Provide additional supporting information as required to clarify pricing.

**7.0 PROPOSAL CERTIFICATION**

Indicate a willingness to enter into an agreement by signing the Proposal Certification Form. Failure to sign this form will result in disqualification.

**8.0 PROPOSAL DOCUMENTS**

Complete all proposal documents on the following pages accordingly.

**PROPOSAL CERTIFICATION**

We propose to furnish and deliver any and all of the goods and/or services named in our proposal at the prices stated. It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Muscogee County School District, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Muscogee County School District.

It is understood and agreed that we have read the specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. Any exceptions are noted in writing and included with this proposal. By our original signature, entered below, we guarantee and certify that all items included in this proposal meet or exceed any and all such stated specifications. We further agree, if awarded a contract, to deliver goods and/or services that meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of ninety days from proposal opening date.

**PROPOSAL SIGNATURE AND CERTIFICATION** (Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Company Name \_\_\_\_\_

Address: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

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

Do you accept purchasing cards as a method of payment? \_\_\_\_\_

Do you accept electronic fund transfers as a method of payment? \_\_\_\_\_

Dun and Bradstreet (D & B) number \_\_\_\_\_

**Muscogee County School District  
FEDERAL WORK AUTHORIZATION CONTRACTOR AFFIDAVIT  
Under O.C.G.A. § 13-10-91(b) (1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of MUSCOGEE COUNTY SCHOOL DISTRICT has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
**Federal Work Authorization ID Number (E-Verify Number Assigned to Your Company - 4 to 7 digits)**

\_\_\_\_\_  
**Date of Authorization**

\_\_\_\_\_  
**Name of Contractor**

\_\_\_\_\_  
**Name of Project**

**MUSCOGEE COUNTY SCHOOL DISTRICT**  
**Name of Public Employer**

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
**Signature of Authorized Officer or Agent**

\_\_\_\_\_  
**Printed Name and Title of Authorized Officer or Agent**

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC SIGNATURE**

My Commission Expires: \_\_\_\_\_

**Muscogee County School District  
FEDERAL WORK AUTHORIZATION SUBCONTRACTOR AFFIDAVIT  
Under O.C.G.A. § 13-10-91(b) (1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (**name of contractor**) on behalf of Muscogee County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization user identification number as follows:

\_\_\_\_\_  
**Federal Work Authorization ID Number (E-Verify Number Assigned to Your Company - 4 to 7 digits)**

\_\_\_\_\_  
**Date of Authorization**

\_\_\_\_\_  
**Name of Contractor**

\_\_\_\_\_  
**Name of Project**

**MUSCOGEE COUNTY SCHOOL DISTRICT**  
**Name of Public Employer**

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
**Signature of Authorized Officer or Agent**

\_\_\_\_\_  
**Printed Name and Title of Authorized Officer or Agent**

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

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

My Commission Expires: \_\_\_\_\_

**DEBARRED, SUSPENDED, AND INELIGIBLE STATUS**

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

The Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the 2 CFR 200.213 which states "Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

By signing this agreement, the Contractor is testifying that they are not debarred, suspended or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

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Organization Name

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Names(s) and Title(s) of Authorized Representative(s)

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Signature(s)

---

Date

**EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS**

**Note: Vendor must sign the appropriate statement below as applicable.**

( ) Vendor understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

-OR-

( ) Vendor takes exceptions to terms, conditions, requirements and specifications stated herein. (Vendor must itemize each exception below and return with the Proposal Documents.)

Firm: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

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Vendor should note that any exceptions taken from the stated terms and/or specifications *may*, but not necessarily will be cause for their submittal to be deemed “non-responsive”, risking rejecting of the submittal.

Attached are \_\_\_\_\_ additional pages.

**DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS**

**Note: Vendor must sign the appropriate statement below as applicable.**

( ) No Subcontractors, Subconsultants or Suppliers will be used in connection with performance of this contract.

Firm: \_\_\_\_\_

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

-OR-

( ) All Subcontractors, Subconsultants or Supplier to be used in connection with performance of this contract are listed below. (Attached additional sheets as necessary.)

Firm: \_\_\_\_\_

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

**SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS**

**Name of Firm or Agency:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

**Name of Firm or Agency:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

**Name of Firm or Agency:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

**Name of Firm or Agency:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

**REFERENCE & SIMILAR PROJECTS FORM**

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

Owner / Business Name:		
Service Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		Contract Amount:
Brief Description of Service:		

**NO-BID RESPONSE**

**Muscogee County School District  
Statement of “No Bid”**

If you do not intend to submit a bid for this project, please complete and return this form prior to the date shown for receipt of bids to: Aileen Arrighi, Senior Buyer at [joseph.edwin@muscogee.k12.ga.us](mailto:joseph.edwin@muscogee.k12.ga.us).

We, the undersigned, have declined to submit a bid on the “BID #21-013 Bond Underwriting Services” for the following reasons:

\_\_\_\_\_ Specifications are too “tight”, i.e. geared toward one brand or manufacturer only  
(please explain reason below)

\_\_\_\_\_ Insufficient time to respond to the solicitation.

\_\_\_\_\_ We do not offer this product/service or equivalent.

\_\_\_\_\_ Our schedule would not permit us to perform to specifications.

\_\_\_\_\_ Unable to meet specifications.

\_\_\_\_\_ Unable to meet insurance requirements.

\_\_\_\_\_ Specifications unclear (please explain below).

\_\_\_\_\_ Competition restricted by pre-approved owner standards.

\_\_\_\_\_ Other (please specify below).

Remarks:

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

**SAMPLE AGREEMENT FOR SERVICES**

**(Sample agreement only. MCSD reserves the right to alter this agreement based on final BID results and/or any negotiations with proposed vendor)**

**THIS AGREEMENT FOR SERVICES** is entered into and effective as of the  X  day of XXXX, 20XX, by and between **MUSCOGEE COUNTY SCHOOL DISTRICT**, a body politic of the State of Georgia (“MCSD”) and **XXXXXXXXXXXX**, duly authorized to conduct business in the State of Georgia (“CONTRACTOR”).

WHEREAS, the Contractor shall provide (services to be provided) as detailed in the Appendix A, if applicable, incorporated herein by reference, as such services are further described on Appendix A.

NOW THEREFORE, in consideration of the mutual considerations as stated herein, MCSD and CONTRACTOR agree as follows:

1. **Discrimination is Prohibited:** MCSD does not discriminate on the basis of race, color, religion, sex, national origin, age, status as a veteran, or disability or in any other manner prohibited by the laws of the United States or the State of Georgia in any of its employment practices, education programs, services or activities. Contractor agrees that it will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, sex, national origin, age, status as a veteran, or disability or in any other manner prohibited by the laws of the United States or the State of Georgia or the policies of the MCSD.

2. **Service Location:** The services identified in this Agreement will be provided at the location(s) indicated in this Agreement.

3. **Fees:** The MCSD shall pay Contractor the amounts indicated in this Agreement according to the terms of this Agreement. As mandated by O.C.G.A. §20-2-506 (b) (3), the total and maximum obligation of MCSD for the calendar year of execution and all services rendered hereunder shall be: **(agreed price per bid documents and/or negotiations)**, invoiced as follows and subject to the Payment Terms outlined on the attached Appendix B: Fee Schedule.

MCSD shall not pay interest, penalty fees, late fees, conversion fees, or any sums intended as a penalty. If no services are performed under the terms of this agreement, MCSD shall be entitled to a return of money paid for months where no services were received or performed by Contractor, prorated at the monthly rate of the contract.

MCSD reserves the right to adjust any payments it makes to accurately reflect any diminished level of services that have been or may be provided by you as a result of the mandated shutdowns or building closures caused by COVID-19 or other national health emergencies.

Any agency or company, including Contractor, who provides MCSD with additional part-time or full-time supplemental staff workers, whether the work is performed on MCSD property or remotely, shall reimburse MCSD for any payments or portions of payments MCSD makes to that agency or company if that agency or company also receives payments under the CARES Act, or FFCRA or similar federal or state financial relief measures attributable to those same individuals.

MCSD hereby places Contractor on notice that MCSD will seek reimbursement from Contractor in the event Contractor also receives duplicate funds for the same services through the FFCRA and/or the CARES Act or similar federal or state financial relief measures.

4. **Term:** This Agreement shall terminate absolutely and without further obligation on the part of the MCSD at the close of the calendar year for which it was executed and at the close of each succeeding calendar year for which it may be renewed. This Agreement is subject to the provisions of O.C.G.A. § 20-2-506 and the terms of that statute are hereby expressly incorporated herein.

5. **Description of Services:** Contractor agrees to perform the services indicated in this Agreement and at Appendix A attached hereto, in accordance with the terms and conditions of this Agreement.

6. **Independent Contractor:** Neither Contractor nor any of its employees or agents shall be deemed to be employees or agents of the MCSD, it being understood at all times that Contractor is an independent contractor for all purposes and at all times and that Contractor shall have no right, power or authority to act or create any obligation, whether express or implied, on behalf of MCSD. Contractor shall, at its own and sole expense, comply with all federal, state and local laws, rules and regulations that are now or may in the future become applicable to Contractor, Contractor's business or Contractor's personnel engaged in the services covered by this Agreement including, but not limited to, the withholding and payment of all federal, state and local income and/or sales taxes, Social Security, unemployment, sickness, disability, workers' compensation and other payroll taxes with respect to its employees, including contributions from them when and as required by law. Contractor shall provide all of the tools, materials, equipment and other business items necessary to perform the Services. Contractor shall be solely responsible for paying, and shall pay, all of its own expenses, debts, accounts, obligations, liabilities, employees, taxes and fees incurred by it in the performance of the Services hereunder.

7. **Teachers' Retirement System:** Contractor must identify individuals who are drawing retirement from the Georgia Teachers' Retirement System (TRS), and contractor is responsible for any and all penalties and interests that may be assessed by TRS; Contractor shall hold MCSD harmless from and against any claims related to TRS.

8. **Georgia Security and Immigration Compliance Act of 2006, as amended:** The Contractor shall certify that the Contractor and any subcontractors have registered with and are participating in a federal work authorization program as outlined in O.C.G.A. §13-10-91.

9. **Delay of Performance:** MCSD reserves the right to prorate and/or adjust the cost of the services contracted for herein, or to terminate this Agreement if the commencement of Contractor's engagement is unduly delayed due to the fault of Contractor and/or any of their agents and/or representatives.

10. **Insurance:** At all times during the Term of this Agreement, Contractor, at its own expense, shall procure and maintain the types and minimum limits of insurance specified by the MCSD as outlined on the attached Appendix B: Insurance Requirements. Such insurance shall be provided by insurers authorized to do business in the State of Georgia and which have at least an A-(Excellent)/FSC-XI rating from A.M. Best. All insurance herein, except the professional liability insurance and educational liability, shall be written on an "occurrence" basis and not a "claims-made" basis. Contractor shall ensure that it names MCSD as an additional insured on its insurance policies and shall, concurrently with the execution of this Agreement, provide the MCSD with a Certificate of Insurance.

Contractor, on behalf of itself and its insurance companies, hereby waives, to the extent of any recovery under any such insurance policies, any right of subrogation that either may have. Contractor shall cause its respective insurance policies to contain endorsements evidencing such waivers of subrogation.

11. **Governing Law; Jurisdiction:** This Agreement shall be governed in all respects by the laws of the State of Georgia without regard to any conflict of laws provisions, and the parties hereto irrevocably consent to the exclusive jurisdiction and venue of the appropriate Court in Muscogee County, Georgia, for any dispute arising out of this Agreement or related to the services provided hereunder.

12. **Entire Agreement:** This Agreement, together with the exhibits and documents attached hereto (if any), represents the entire agreement between the parties and supersedes and replaces all prior oral and written proposals, communications and agreements with respect to the subject matter hereof. This Agreement may only be amended in writing, executed by the parties hereto. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any exhibits, then this Agreement shall control. Terms and conditions of any Request for Proposal connected to this Agreement are hereby incorporated by reference.

13. **Non-Assignment, Non Sub-Contracting:** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by Contractor without the prior written consent of the MCSD, and any purported assignment shall be null and void. Substitutions are not permitted. Contractor may not sub-contract without the prior written consent of the MCSD.

14. **Termination:** The MCSD may terminate the Agreement at any time and for any reason (or no reason), and without penalty, upon thirty (30) days written notice to Contractor. Further, and pursuant to O.C.G.A. § 20-2-506, in the event appropriated funds are determined no longer to exist or to be insufficient for purposes of fulfilling MCSD's obligations hereunder, the MCSD may terminate this Agreement. The MCSD and Contractor may terminate this Agreement at any time upon their mutual consent.

15. **Taxes:** The MCSD is a tax-exempt entity and shall not be liable for the payment of any taxes.

16. **Hold Harmless:** To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold the MCSD, the Muscogee County Board of Education, its board members and employees harmless from and against any and all claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, attorneys' fees and costs), which arise or are in any way connected with the services contemplated by Contractor under this Agreement or the actions of Contractor's officers, employees, or agents.

17. **Compliance with MCSD Policies:** Contractor and any of its employees and agents shall, at all times during the term hereof and during the performance of services hereunder, comply with MCSD policies, procedures, regulations and directives, as modified from time to time.

18. **Attorneys' Fees:** Should the MCSD be the prevailing party in any legal action with Contractor arising out of this Agreement or the services performed hereunder, then in such event, the MCSD shall be entitled to recover its reasonable attorneys' fees and costs from Contractor.

19. **Force Majeure:** Parties' obligations to perform shall be excused if rendered impossible as a result of serious illness, death, or injury, accident, fire, riot, pandemic, or other manifestation of civil disorder; an act, rule

or regulation of any public authority or Court of competent jurisdiction; and/or an act of God, or any other event completely beyond the reasonable control of either party. Either party may terminate this agreement with no further obligation or liability if a Force Majeure Event causes substantial interruption for a period of thirty (30) days or more.

20. **Sovereign Immunity:** MCSD is a state agency and may not waive its Sovereign Immunity or agree to indemnify or hold harmless another party. The only liability MCSD may incur is that which is expressly provided for by Georgia law and is not enlarged by this Agreement.

21. **Deposits, Fees and Fines:** Contractor will not seek late fees, penalties, or interest or any other fees or fines that constitute a gratuity. Contractor will pay where its negligence causes damage to the property of MCSD. MCSD will not make any advance payments or deposits prior to the completion of services contracted for herein, unless otherwise specified on the attached Appendix A.

22. **Payment Terms:** Contractor will seek payment thirty (30) days after invoice date; Contractor will provide invoices, with Purchase Order number identified via email to [accountspayable@muscogee.k12.ga.us](mailto:accountspayable@muscogee.k12.ga.us) or to the MCSD Accounts Payable Department, Muscogee County School District, 2960 Macon Rd., Columbus, GA 31906. Contractor may also be requested to provide a copy of the invoice to the Division of MCSD obtaining the services. Contractor will register as a vendor via submission of a W-9 to the MCSD Division of Finance prior to beginning work.

23. **Disclosures:** Contractor will disclose to MCSD the existence of any actions, suits, proceedings, claims or disputes pending or, threatened or contemplated, at law, in equity, in arbitration or before any Governmental or Regulatory Agency, whether under current business name or designation or a prior business name or designation. Traffic and parking citations do not need to be disclosed. This disclosure will be made prior to any performance under the Agreement.

24. **Background Investigation:** MCSD requires a criminal background investigation of Contractor's personnel that may provide services on MCSD property. Contractor represents and warrants that it shall not assign personnel to any task under this Agreement if that individual's background check does not satisfy the current expectations and requirements of the MCSD Division of Human Resources. Contractor further warrants that if an individual's status changes due to an arrest or any other legal action, Contractor will immediately notify MCSD's Division of Human Resources so to collaborate on the response. MCSD background check requirements include a criminal background check that includes fingerprinting. Final authority as to who may enter MCSD property rests with MCSD.

25. **Non-Collusion:** Contractor certifies that its proposal, bid or offer is made without any prior understanding, agreement or connection with any corporation, firm or person submitting a proposal, bid or offer for the same materials, supplies or equipment, and is in all respect fair and without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of Federal and/or state law and can result in fines, prison sentences and civil damage awards.

26. **MCSD Right to Remove:** MCSD reserves the right to immediately remove any individual from its premises; Contractor agrees that this provision applies to its employees and agents. Contractor agrees to abide the wishes of MCSD should the MCSD determine that any employee or agent of Contractor should not work pursuant to this Agreement. MCSD will be reasonable in enforcement of this provision.

**27. Records, Information, and Data:**

a) **Retention** – Contractor shall retain all its internal books, records and documents related to this Agreement in accordance with generally accepted accounting principles and procedures – which shall sufficiently and properly document and calculate all charges billed to the MCSD during the term of the Agreement – for a period of at least five (5) years following the date of final payment hereunder or the completion of any audit, whichever is later. Records to be maintained include both financial records and service records.

b) **Access** – Contractor shall permit MCSD to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located, during normal business hours. Contractor shall not impose a charge for audit or examination of Contractor's books and records and, if an audit discloses incorrect billings or improprieties, the MCSD reserves the right to charge Contractor for the cost of the audit and any other appropriate reimbursements.

c) **Confidentiality** – Contractor may have access to confidential information maintained by MCSD or access to MCSD computers, hardware, software programs and / or information technology infrastructure or hard copy data or records, where such access is needed to carry out Contractor's duties; Contractor shall presume all information received is confidential unless otherwise designated by the MCSD. Access shall be terminated at the sole discretion of the MCSD. Contractor shall notify the MCSD immediately if it suspects abuse or misuse of such access. No confidential information shall be disseminated except as authorized by law and with the prior written consent of the MCSD, either during the period of the Agreement or at any time thereafter. Any information supplied to Contractor shall be considered the property of the MCSD. Contractor must return any and all data collected, maintained, created, or used, in whatever form it is maintained, within a reasonable time from the request of the MCSD. Contractor shall take commercially reasonable measures to protect the security of confidential information both during the Agreement and thereafter. Contractor shall immediately notify MCSD where it has reasonable cause to believe there has been an unauthorized disclosure of confidential information, whether intentional or accidental. Contractor shall notify MCSD prior to or immediately upon termination or resignation of an employee or agent of Contractor that has or has had access to MCSD software platforms or data in order that MCSD may terminate that individual's ability to access MCSD software or data.

d) **Applicable Laws** – Contractor shall maintain any information obtained from MCSD in strict confidence, and specifically, in accordance with all federal and state laws that may apply, including but not limited to the federal Family Education Rights and Privacy Act of 1974, 20 U.S.C. s 1232(g) and 5 U.S.C. s 522(a). To the extent a request is made pursuant to any federal Freedom of Information or state Open Records Act laws, Contractor shall immediately notify MCSD and shall respond as directed by MCSD.

e) **Warranties** – Contract warrants that the workmanship hereunder shall be free from defects for one (1) year from date of installation or from completion of the services hereunder, whichever is later. Contractor will also extend to MCSD the benefits of any warranty Contractor has received from the manufacturer, the procurement of such warranties being the duty of the Contractor.

THE PARTIES HERETO have affixed their hand and seal as of the date first written above.

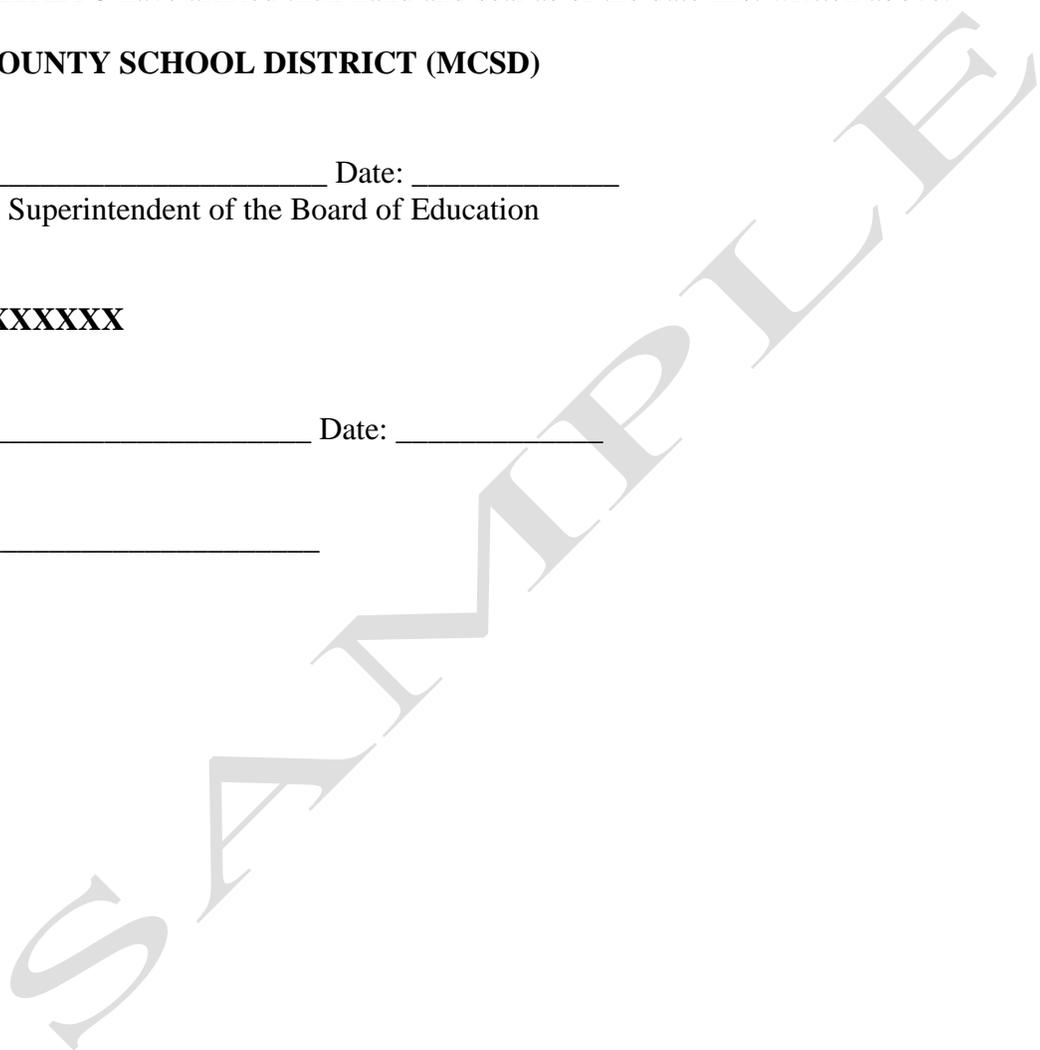
**MUSCOGEE COUNTY SCHOOL DISTRICT (MCSD)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. David Lewis, Superintendent of the Board of Education

**XXXXXXXXXXXXXXXXXXXX**

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

Print: \_\_\_\_\_



**FINANCIAL PROPOSAL  
PRICING INFORMATION FORM**

1. Provide your firm’s fee for underwriting the proposed bond issue.
2. Assume an estimated issue size of \$70 million.
3. Identify the basis of the fee computation (i.e. retainer, per issue, per bond, per service, etc.)
4. Provide any additional pricing information you feel is relevant to this proposal.

Average Takedown per \$1,000	_____
Management Fees per \$1,000	_____
Total Takedown + Management per \$1,000	_____
Total Takedown + Management per \$70M	_____
All Other Reimbursable Costs (include only those that apply – based on \$70M)	
Electronic Order Entry	_____
MSRB	_____
SIFMA	_____
I-Deals	_____
Day Loan Fee	_____
Cusip	_____
DTC	_____
Out of Pocket	_____
Underwriters Counsel	_____
Other Costs (itemize list):	_____
Total other costs	_____

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

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_