

REQUEST FOR PROPOSAL

Bond Issue

Underwriting Services

Proposal Release Date: November 9, 2018
Questions from Bidders Due to District: November 14, 2018
Response to Questions: November 21, 2018
Proposal Due Date: November 30, 2018 by 10:00 a.m.
Interviews: December 3-7, 2018 (TBD)
Recommendation to the Board of Education: December 19, 2018

www.mvr3.k12.mo.us

**Meramec Valley R-III School District
Pacific, MO**

**Underwriting Services
Request for Proposal (RFP)**

The Meramec Valley R-III School District requests proposals for the services of Bond Issue Underwriter for any new issue bonds that may be appropriate, and to monitor the proper time to call, refinance, refund outstanding bonds or execute a bond defeasance. Duration of the agreement shall be for three years, beginning January 2019 through December 2021. At that time, the District may choose to renew the agreement for one year based upon a satisfactory performance, or may choose to request new service agreement proposals through the RFP process. Firms interested in performing Bond Issue Underwriter services for the Meremac Valley R-III School District are invited to submit their qualifications. The timeline supports a recommendation to the Board of Education on December 19, 2018.

All interested parties must submit Proposals by November 30, 2018 by 10:00 a.m., CST. **No late submittals will be accepted.** The Board of Education reserves the right to accept or reject any or all Proposals, to waive any irregularities, and to accept the Proposal that is in the best interest of the District. The District shall be held harmless for any failure to solicit proposals from potential firms. The award for Underwriting Services will be considered by the Board at its regular meeting on December 19, 2018.

Companies are to submit three (3) originals of their response to the RFP. Proposals shall be delivered in sealed envelopes clearly marked as indicated below.

**Sealed Proposal-Bond Issue Underwriter
Jeff Haug, Chief Financial Officer
Meramec Valley R-III School District
126 N. Payne Street
Pacific, MO 63096**

All communications by the Company concerning this RFP, including requests for additional information or clarification, or arrangements to visit the District to review its financial records prior to preparing its proposal, must be directed to Jeff Haug via phone at (636) 271-1400 or via email at jhaug@mvr3.k12.mo.us.

Any explanation of or questions regarding the RFP or its related documents must be requested in writing by **4:00 p.m. on November 14, 2018.**

CERTIFICATION FORM

The Meramec Valley R-III School District (District) will accept separate sealed proposals for the services of a Bond Issue Underwriter as described in the attached request. Qualified organizations (Respondent) are invited to submit three copies of a proposal as described herein.

**PROPOSALS SHALL BE LABELED
“SEALED PROPOSAL-BOND ISSUE UNDERWRITER”**

**ADDRESSED TO:
Jeff Haug, Chief Financial Officer
Meramec Valley R-III School District
126 N. Payne St.
Pacific, MO 63069**

**PROPOSALS MUST BE RECEIVED BY:
10:00 a.m. Friday, November 30, 2018**

The Meramec Valley R-III School District reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the District.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is required to complete, sign and return this form with the proposal.**

SIGNATURE REQUIRED

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

TABLE OF CONTENTS

Certification From

Part I: Introduction and Process

1. Purpose
2. District Overview
3. Scope of Services
4. Selection Criteria
5. Review Process

Part II: Instructions to Firms

1. Qualifications
2. Submitting a Response
3. Felony Conviction Notification
4. Federal Work Authorization Program (E-Verify) Addendum
5. Federal Work Authorization Program Affidavit

Part III: General Conditions - Responses and Subsequent Contracts

1. Scope
2. Definitions
3. Completing Proposal
4. Request for Information
5. Confidentiality of Proposal Information
6. Submission of Proposal
7. Negotiation
8. Termination
9. Tax Exemption
10. Safety
11. Rights Reserved
12. Firm Prohibited
13. Disclaimer of Liability
14. Hold Harmless
15. Law Governing
16. Anti-Discrimination Clause
17. Conflict of Interest
18. Insurance
19. Costs

PART I: INTRODUCTION AND PROCESS

1. PURPOSE

The Meramec Valley R-III School District requests proposals for the services of Bond Issue Underwriter for any new issue bonds that may be appropriate, and to monitor the proper time to call, refinance, refund outstanding bonds or execute a bond defeasance. Duration of the agreement shall be for three years, beginning January 2019 through December 2021. At that time, the District may choose to renew the agreement for one year based upon a satisfactory performance, or may choose to request new service agreement proposals through the RFP process. Firms interested in performing Bond Issue Underwriter services for the Meramec Valley R-III School District are invited to submit their qualifications. The timeline supports a recommendation to the Board of Education on December 19, 2018.

2. DISTRICT OVERVIEW

The District's bonds currently carry a credit rating issued by Standard and Poor's of AA+ and the \$33.32 million in current outstanding bonds, including refunding escrow debt, represent approximately 9.90% of the District's total assessed valuation. The current assessed valuation is \$336,437,553 and the tax rate is \$4.4820. The District encompasses approximately 112 square miles in Franklin, Jefferson and St. Louis Counties. At the present time the estimated number of students in grades Pre-K through 12th grade is approximately 3,000. Additional information regarding the District may be obtained at www.mvr3.k12.mo.us.

3. SCOPE OF SERVICES

The Underwriting firm selected will provide the following services to the Meramec Valley R-III School District including, but not limited to:

1. Analysis of the District's debt service status on an on-going basis;
2. Assistance in sustaining a plan of financing including schedules, issuance, documentation, and legal requirements;
3. Advising the District regarding Bond and Levy options;
4. Communication regarding the District's bond rating;
5. Analysis and advising the District regarding tax levy calculation, Foundation Formula, Classroom Trust, and Prop C revenues;
6. Analysis and advising the District regarding market conditions, sale method, and favorable bond sale dates;
7. Coordination and preparation of documents, legal considerations, insurance options, and presentations;
8. Development of bond ballot language, resolutions, certificates, and other required documents;

9. Bid review assistance, issuance cost advise, closing assistance, administrative meetings and Board Meeting attendance;
10. Coordination of activities and development of scenarios with District staff to address District's long-range facility planning needs.

4. SELECTION CRITERIA

All proposals will be evaluated on the following criteria:

- Prior experience 0 – 20
- Firm's organization, size, structure and prior comparable experience 0 – 15
- Qualifications of personnel assigned to work with the District 0 – 20
- Responsiveness of the written proposal to the required services and extent of the firm's advisory resources 0 – 15
- Fees 0 – 30

5. REVIEW PROCESS

Following the submittal deadline, the selection committee shall evaluate the proposals. The period of evaluation of the proposals may be extended. Firms will be evaluated according to their response to the Request for Proposal. The committee will create a short list of firms and may invite the selected firms to a presentation. Each team will be allowed 45 minutes for the interview, presentations, questions and answers. Up to thirty minutes will be allotted for transition between interviews. The order of the interviews will be determined by random selection. Firms will be limited to four team members at the interview. Those attending should be the team members who will be assigned to the project.

One or two firms may be invited to meet with the Board of Education. Selection of a firm is anticipated to be at the regular meeting of the Board of Education on Wednesday, December 19, 2018.

PART II: INSTRUCTIONS TO FIRMS

1. QUALIFICATIONS

In addition to the signed Certification Form, the following information shall be included in a proposal:

- A. Basic Information: Single page executive summary of firm profile:
 - Name of Firm(s)
 - Contact Person (phone, e-mail, fax, etc.)
 - Direct Mailing Address
 - Overview of Firm History

- B. Firm Personnel Profile
 - Experience and Credentials
 - Manager of Services to be assigned to District
 - Support Personnel Overview

- C. Firm Experience Profile & Contacts (List contacts & phone number)
 - Listing of St. Louis Area Public School Districts
 - Listing of other Missouri Public School Districts
 - Description of Local / State / National Legislative Involvement

- D. Underwriting Profile
 - Underwriting experience with public schools and beyond (Missouri / Regionally)
 - Underwriting scope of services provided
 - Underwriting discount based on both \$10 Million and \$20 Million amortization
 - Fixed Income Security experiences
 - Specific list of banking and legal services

- E. Bond Schedule Structuring:
 - Describe debt analysis experience
 - Describe refinancing / leasing / revenue (cash flow) debt service activities
 - Describe Financial Plan Development (Process)
 - Describe rating agency activities
 - Describe marketing assistance opportunities
 - Outline bond sale practices and procedures
 - Describe process used to recommend competitive or negotiated Bond Sales
 - Describe District's future options in the area of debt management through a debt profile, levy report, and capacity analysis

- F. Provide copy of firm's most recent Annual Financial Report
- G. Include a two paragraph executive summary of rationale describing why your firm should be selected by the District.
- H. Specify and be prepared to show proof of the level and type(s) of insurance carried to cover errors and omissions, improper judgment, or negligence.
- I. Felony Conviction Notification Form
- J. Federal Work Authorization Program (E-Verify) Addendum
- K. Federal Work Authorization Program Affidavit
- L. Cost – Explain how the District can be expected to pay your firm for revenues/annually rendered. Include information for General Obligation Bonds, Refinancing, Financial Advisory, Underwriting and any other related fees.

2. SUBMITTING A RESPONSE

The response shall follow the outline above and be concise. Failure to follow instructions may nullify the response from consideration. To be considered for selection, firms should clearly limit responses to the specific criteria in the order listed. No joint responses (proposals) will be accepted by the District.

The deadline for submitting the response shall be in accordance with the notice. Proposals received after this date and time will not be considered. Telephone, facsimile, electronic or electronic modification of proposals will not be considered. The District is not responsible for lateness or non-delivery by the United States Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt.

Communication with Board of Education members and/or other District staff in an effort to influence the outcome of the RFP selection process is prohibited and will result in rejection of the firm's proposal.

FELONY CONVICTION NOTIFICATION

The person or business entity that enters into an agreement with this School District must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The District may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____ Fax Number: _____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official: _____

Date: _____

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and is participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:

PART III: GENERAL CONDITIONS-RESPONSES & SUBSEQUENT CONTRACTS

1. SCOPE

The following terms and conditions shall govern the submission of proposals and subsequent contracts.

2. DEFINITIONS AS USED HEREIN

- a. The term "request for proposal" or RFP means a solicitation of a formal, sealed proposal.
- b. The term "firm" means the person or entity submitting a formal sealed proposal.
- c. The term "District" means the Meramec Valley R-III School District.
- d. The term "School Board" means the governing body of the District.
- e. The term "contractor" means the firm awarded a contract under this proposal.

3. COMPLETING PROPOSAL

All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the firm and required information must be provided. The contents of the proposal submitted by the successful firm will become a part of any contract award as a result of this solicitation.

4. REQUEST FOR INFORMATION

Any requests for clarification of additional information deemed necessary by any firm to present a proper proposal shall be made in accordance with the timeline. All requests will be responded to in writing by the District in the form of an addendum addressed to all prospective firms. Verbal responses and/or representations shall not be binding on the District.

5. CONFIDENTIALITY OF PROPOSAL INFORMATION

All proposals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of the School District of Washington and will be part of public record.

6. SUBMISSION OF PROPOSAL

Proposals are to be sealed and submitted prior to the date and time indicated on the Certification Form. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of firms. Proposals received after the date and time indicated on the Certification Form shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission

deadline. Proposals that are resubmitted or modified must be sealed and submitted prior to the proposal submission deadline. Each firm may submit only one (1) response to this proposal.

7. NEGOTIATION

The District reserves the right to negotiate any and all elements of this proposal. The District will attempt to negotiate and contract for services described in this solicitation with the most qualified firm(s). If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached.

8. TERMINATION

Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the District until said work or services are completed and accepted.

a. **TERMINATION FOR CONVENIENCE**

In the event that the contract is terminated or cancelled upon request and for the convenience of the District, without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

b. **TERMINATION FOR CAUSE**

Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

9. TAX EXEMPTION

The District and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

10. SAFETY

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

11. RIGHTS RESERVED

The District reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the District.

12. FIRM PROHIBITED

Firms are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the District.

13. DISCLAIMER OF LIABILITY

The District, or any of its agencies, will not hold harmless or indemnify any firm for any liability whatsoever.

14. HOLD HARMLESS

The firm shall agree to protect, defend, indemnify, and hold the School Board, the Meramec Valley R-III School District, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.

15. LAW GOVERNING

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

16. ANTI-DISCRIMINATION CLAUSE

No firm of this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

17. CONFLICT OF INTEREST

The successful firm shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm. No salaried officer or employee of the District and no member of the School Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. The Firm further covenants that in the performance of this contract no person having such interest shall be employed to work on this project.

18. INSURANCE

The consultant shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

a. PROFESSIONAL LIABILITY

Professional liability insurance protection must be carried by the consultant, for the duration of the contract, in the minimum amount of \$1,000,000.00 including errors and/or omissions.

b. COMMERCIAL GENERAL LIABILITY

Limits:

Each Occurrence: \$ 1,000,000
Personal & Advertising Injury: \$ 1,000,000
Products/Completed Operations Aggregate: \$ 1,000,000
General Aggregate: \$ 1,000,000

Policy must include the following conditions:

Contractual Liability
Products/Completed Operations
Personal/Advertising Injury
Independent Contractors
Additional Insured: Meramec Valley R-III School District

Before entering into contract, the successful respondent shall furnish to the District a Certificate of Insurance verifying all of the foregoing coverage and identifying the District as an "additional insured" on the general liability policies. This inclusion shall not make the District a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the District will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the District will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the District, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

Meramec Valley R-III
School District
126 N. Payne St.
Pacific, MO 63069

19. COSTS

All costs incurred in the preparation of the response to this request for proposal shall be the sole responsibility of the firm.