REQUEST FOR PROPOSALS NO. 007-MM10

DEBT COUNSEL

I. NAME AND ADDRESS OF REQUESTER

Miami-Dade County Public Schools
Office of Treasury Management
1450 N. E. Second Avenue, Room 615
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

The School Board of Miami-Dade County, Florida (the "District") is soliciting proposals from qualified individuals and/or firms to provide legal advice and all necessary legal services related to debt issuance, including bond/special tax counsel services and/or disclosure counsel services. Issuances may include but are not limited to new and refunding Certificates of Participation (COPs), new and refunding General Obligation Bonds (GOBs), Sales Tax Revenue Bonds, Revenue Anticipation Notes (RANs), Tax Anticipation Notes (TANs), Bond Anticipation Bonds (BANs) and any other lease purchase or any other financing vehicle determined to be in the School Board best interest. The District may, at its sole discretion, award a contract to more than one proposer.

Miami-Dade County Public Schools is the 4th largest school district in the United States. As of May, 2011, the District included 435 schools, approximately 347,133 Pre-Kindergarten through 12 grade students and approximately 44,000 full and part-time employees, of which over 20,000 are full-time teachers. The long-term outstanding debt totals $3.2 Billion.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

Eleven (11) copies of the proposal, one of which shall be an original and one (1) CD containing the entire proposal, must be received by 2:00 p.m. (Local Time) October 27, 2011, at:

The School Board of Miami Dade County, Florida
Bid Clerk, Division of Procurement Management
1450 Northeast Second Avenue, Room 352
Miami, Florida 33132

The responsibility for submitting this proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The District will in no way be responsible for delays caused by the United States mail or any other delivery service or caused by any other occurrence. The proposal must be submitted in a sealed envelope or box marked **"REQUEST FOR PROPOSALS NO. 007-MM10 - DEBT COUNSEL."**

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

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District. Any proposal may be withdrawn prior to the date and time the proposals are due.

It is anticipated that a proposal may be presented to The School Board of Miami-Dade County, Florida, (School Board) for acceptance at the December 14, 2011, Board Meeting. If accepted, notification to the successful proposer will be on or about December 14, 2011. The Board reserves the right to accept or reject any and all proposals.

IV. MINIMUM QUALIFICATIONS

To be considered by the District, the proposing Debt Counsel must:

A. Be listed as a Municipal Bond Attorney in The Bond Buyer's Municipal Marketplace Directory, most recent Edition (The Red Book).

B. Have partners and lead persons assigned to the account who are members of the Florida Bar Association in good standing. Replacement personnel including Co-Counsel staff and/or firm are subject to prior approval by the School Board under the following conditions:

    1. Replacement personnel must have credentials equivalent, at least, to the individuals whom they replace. The District must be notified of the replacement of any key person assigned to work with the District.
    2. Resumes of replacement personnel are to be submitted to the District Treasurer for review and approval. The District reserves the right to interview replacement personnel prior to approval.
    3. The firm will be responsible for the briefing of replacement personnel as to the status of the District's financing at no expense to the District.

C. Have served as Special Tax Counsel, Bond Counsel, Underwriters Counsel, and/or Disclosure Counsel to Florida School Districts on transactions where the amount issued per sale exceed $50 million for any of the following types of transactions:

I. Certificates of Participation (COP)
II. General Obligation Bonds (GOB)
III. Sales Tax Revenue Bonds
IV. Revenue Anticipation Notes (RAN)
V. Tax Anticipation Notes (TAN)

D. Proposers for Bond Counsel must have provided legal representation to a Florida School District in connection with a successful referendum.

V. SCOPE OF SERVICES - SPECIAL TAX/BOND COUNSEL

A. Prepare all legal forms necessary to execute the sale and closing of financings. Review all documents prepared by underwriter's counsel.

B. Prepare all Board resolutions required to authorize the issuance of debt. This includes representing the District before all governmental agencies and in all court proceedings needed, or desired by the District, to approve and/or validate a proposed financing.

C. Prepare all closing documents and manage the closing process of financial transactions.

D. Provide all necessary legal opinions, such as enforceability, validity and opinions as to the tax-exempt status of any financings.

E. Provide legal advice and assistance in complying with IRS arbitrage rules and prepare any IRS documents as required for debt issuance.

F. Ensure the legality and suitability of defeasance and escrow structures and agreements and other complex financial products proposed to the District, including but not limited to the use of derivative products, Guaranteed Investment Contracts, lease-leasebacks, etc.

G. Provide legal assistance in amendments and substitutions of projects for ground leases.

H. Inform the District of the impact of changes in Federal and State Laws regarding the issuance and management of the debt.

I. Meet with District representatives and with parties designated by the District at all reasonable times after reasonable notice.

J. Recommend the necessary provisions and covenants to be contained in the financing, including but not limited to redemption provisions, flow of funds, debt/lease service reserve fund requirements and security pledges.

K. Coordinate work & negotiations with the attorneys, staff and consultants of the District, including but not limited to the Districts' financial advisor, trustee, underwriters, insurers, and state & federal authorities, as necessary regarding the financial and security provisions to be contained in the instruments authorizing and securing the financing. Work may include attending hearings, Board meetings, and Board workshops, as well as otherwise assist to the extent reasonable, necessary and proper with the testimony and preparation/presentation of exhibits.

L. Assist in preparing information necessary to obtain favorable rating and make presentation of this information to the bond rating organization and/or insurance firms.

M. If necessary, oversee the validation procedures and prepare and file all necessary legal documents.

N. Render an opinion with respect to any bonds that are issued to the effect that such bonds constitute valid obligations of the District, and that the interest earning on the bonds are exempt from Federal income taxes under current law. Services will also include all necessary advice to the District and coordination with the financial advisor such that the aforementioned opinion can be given and such that the bonds can be lawfully issued and brought to the market.

O. Assist in the preparation of the portion of offering materials that is related to the legality and tax-exemption status of the bonds/certificates, and approve the offering materials for distribution.

P. Obtain required approvals of documents from the Florida Department of Education.

Q. Perform legal services in relating to the issuance of derivative products.

R. Provide advice and legal assistance in relation to the current Impact Fee Interlocal Agreement, Homestead Education Finance Benefit District Interlocal Agreement, or any future Interlocal Agreements or other public/private or public/public partnerships related to Debt Issuances.

S. Assist the District with drafting language for any referendum placed before the citizenry of Miami-Dade County and provide legal advice related to the referendum and any subsequent debt issuance.

VI. SCOPE OF SERVICES - DISCLOSURE COUNSEL

A. Advise the District on the development of procedures by which securities law obligations regarding disclosure will be satisfied.

B. Advise the District on the appropriate scope of disclosure.

C. Prepare all Preliminary and Final Official Statements provided in conjunction with the sale of the District's securities.

D. Coordinate with bond counsel, underwriters counsel, staff and consultants of the District, including the financial advisor, regarding the information to be contained in the District's Preliminary and Final Official Statements.

E. Advise the District on Board Authorization of Disclosure Documents.

F. Deliver a 10b-5 opinion to the Underwriter and the District.

G. Advise the District on continuing disclosure.

H. Inform the District of the impact of changes in Federal and State Laws regarding disclosure requirements.

I. Perform disclosure services in relation to the issuance of derivative products.

VII. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

A. Indicate what services/roles (Special Tax Counsel/Bond Counsel/Disclosure Counsel) for which individual/firm are proposing. Individuals/firms may propose for one or for all services/roles.

B. Qualifications of staff including Co-Counsel staff proposed under a joint proposal should be delineated as follows:

1. Indicate lead person, partners and understudy in the lead person's absence.
2. Provide a summary organizational chart showing how the firm is organized and how its resources will be put to work for the District.
3. Provide detailed resumes for all key employees that would be providing services to the District during the term of this contract. Include number of years at your firm, total number of years of experience, professional designations or licenses. Estimate the amount of time they will each spend on a financing. Indicate the area and level of expertise of each of

the staff. Identify the individual who would have final responsibility for this engagement

4. Describe your firm's activities to keep employees informed of developments that could impact the District.
5. Describe any litigation or regulatory action filed against key personnel in the last five (5) years relating to its providing securities/debt counsel services and the resolution thereof

C. Provide the total number of offices, partners, managers, attorneys, and other professional staff employed in Florida and specifically in Miami-Dade County.

D. Provide the same information for the office, which will be providing services to the District.

E. Describe the range of activities performed by the firm.

F. Describe any litigation or regulatory action filed against the firm in the last five (5) years relating to its providing securities/debt counsel services and the resolution thereof.

G. Beginning with September, 2008, present a chronological listing of Florida Municipal financings. For each financing, include the date of issue, issue name, issue size, principal attorney, role being performed (Bond/Special Tax/Disclosure Counsel, and/or Underwriters Counsel), term of issue, fee for legal services expressed per $1000 par value, expenses. Please divide list as follows:

- ☐ Florida Tax-Exempt COP Issues
- ☐ Florida Municipal General Obligation Bond Issues
- ☐ Florida Municipal Sales Tax Revenue Bond
- ☐ Florida Municipal TAN/RAN/BAN issues
- ☐ Florida Municipal Derivative Transactions
- ☐ Other Florida School District issues

H. Describe any special issues that the firm has encountered in conjunction with the issuance of tax exempt debt securities and how they were resolved.

I. Describe any other professional experience and/or community involvement that would benefit the District.

J. Firms shall disclose pending litigation or claims, if any.

K. Provide three (3) Florida municipal client references (School Districts if possible), including client names, contact name and title, address, phone

number, length of time proposed staff have served as counsel, and a brief description of services provided.

L. Provide required insurance.

M. Submit Proposed Fee Schedule (Attachment A) and Sample Letter of Agreement.

VII PROPOSED FEE SCHEDULE & SAMPLE LETTER OF AGREEMENT

Proposers must provide the District with a **Proposed Fee Schedule**, (Attachment A), for the following types of transactions and roles/services to be provided:

A. Negotiated Certificates of Participation (equipment and real estate), new issues and refunding
B. General Obligation Bonds, new issues and refunding
C. Sales Tax Revenue Bonds, new issues and refunding
D. Tax Anticipation Notes
E. Revenue Anticipation Notes
F. Bond Anticipation Notes
G. Derivative Municipal Products

Include, maximum and minimum fees, as well as maximum out of pocket expenses per transactions, and hourly rates as applicable (see Attachment A for proposed Fee Schedule). Type of services to be charged based on hourly rates would include real estate legal services performed in connection with a COP financing, legal work in connection with an Interlocal Agreement, etc. and any other finance related services. Include estimates as to hours billed based on prior experience to facilitate comparisons. Maximum amounts payable per transaction must be provided.

A sample letter of agreement indicating terms and conditions incorporated in the proposal and specific list of tasks to be performed is to be submitted.

VIII. TERMS OF CONTRACT

The term of the contract shall be for an initial three-year period and may, by mutual agreement between the School Board and the Awardee, be extended for an additional two-year period and, if needed, 90 days beyond the expiration date of the current extension. The School Board, through Procurement Management Services, may, if considering an extension request a letter of intent to extend from the Awardee prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon. All prices shall be firm for the term of the contract and extension period, if any.

The School Board reserves the right to cancel the contract at the end of any contract term. In addition, in the event the services rendered do not comply with the provisions of the proposal and/or the quality of services is found to be undesirable, the District reserves the rights to cancel the agreement for cause

upon thirty (30) days written Notice of Intent to Terminate for Cause. In that event, the party being terminated shall cease all further activities under the Contract until the School Board has had the opportunity to consider whether to effectuate the termination. The party being terminated pursuant to this provision shall have no right to payment for any work not fully and properly performed before the receipt of the Notice of Intent to Terminate for Cause and any such payment may be withheld as a setoff against damages suffered by the School Board as a result of the non-compliance, and/or the failure to meet the required quality of services. In the event that the termination for cause be subsequently determined to have been improper, the termination shall be deemed a Termination for Convenience and the provisions for such termination shall govern the rights and responsibilities of the parties.

The proposer shall comply with all municipal, state, and federal statutes prohibiting discrimination.

IX. EVALUATION OF PROPOSALS

Proposals will be evaluated by a designated Evaluation Committee in order to ascertain which proposal(s) best meets the needs of the District and will be recommended to the School Board for approval. The evaluation committee will convene and review all proposals received and may interview a short list of proposers through oral presentations. Procurement personnel will participate in an advisory capacity only. The Evaluation Committee will come to consensus based upon the criteria listed in the Evaluation Criteria Section of this Request For Proposals.

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

A committee consisting of the following members or their designees will convene on or about November 1, 2011, for the evaluation of proposals:

Chairperson Treasury Advisory Committee or designee from Treasury Advisory Committee
Chief Financial Officer
Chief Facilities Officer
Treasurer
Representative from the Board Attorney's Office (non-voting)
Representative from the Office of Compliance and Business Services
Representative from the Office of Procurement Management (non-voting)

Evaluation consideration will include, but not be limited to, the following:

1. The responsiveness of the proposal in clearly stating an understanding of the work to be performed.

2. The background, qualifications, experience, skills, and/or expertise, and references are to be submitted.

3. Prices offered are a significant factor and will be subject to negotiations with the finalist at the discretion of the District.

4. Minority participation will be strongly considered.

Any additional materials the proposer may wish to include must be presented in appendix form.

X. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

Equal Employment Opportunity

It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender, and occupational categories of its work force. (**ATTACHMENT B**)

Minority/Women Business Enterprise (M/WBE) Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman, Hispanic or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Office of Compliance and Business Services must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:

http://forms.dadeschools.net/webpdf/3920.pdf

XI. GENERAL INSURANCE REQUIREMENTS

A. The individual/firm shall not provide any services under this Agreement until the individual/firm has obtained all insurances required hereunder and such insurances have been approved by M-DCPS.

B. The individual/firm shall furnish certificates of insurance to M-DCPS for review within fifteen (15) days after award and shall maintain same at all times during the term of this Agreement.

C. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have at least an “A” rating and a financial rating not less than “VI” in the current A.M. Best Manual or hold a Moody’s Investors Service Financial Strength of “Aa3" or better.

D. Insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverage maintained by the School Board of Miami-Dade County, Florida. The School Board of Miami-Dade County, Florida and the Boards officers, officials and employees shall be named as an additional insured under the General Liability Policy.

E. The Certificates shall clearly indicate that the individual/firm has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by M-DCPS.

F. Insurances Required

1. **Professional Liability**

The Proposer may be required to provide Professional Liability Insurance with limits subject to the approval of the Board’s Office of Risk and Benefits Management

2. **Workers' Compensation Insurance**

Workers' Compensation Insurance for all employees of the proposer as required pursuant to the provisions of Section 440, Florida Statutes.

3. **Commercial General Liability Insurance**

Commercial General Insurance on a comprehensive basis in an amount not less than $500,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional insured on the policy.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the individual/firms policy(ies) required under this agreement.

Upon the execution of this agreement, the individual/firm shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the individual/firms insurance coverage is consistent with the terms of the agreement. The individual/firm shall also provide copies of the polices to the Board. The individual/firm shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The individual/firm shall be in material breach of this agreement if the individual/firm fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the individual/firm. Additionally the individual/firm shall be liable to the Board for any and all damages incurred due to the individual/firm failure to perform the agreement terms.

XII. INDEMNIFICATION

The individual/firm(s) hereby agrees to indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments, fines, suits, demands, investigations, proceedings, judgments, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including court costs and attorneys' fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or a third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) the individual/firms' directors, officers, employees, agents, subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the individual/firm(s), (c) false or inaccurate representation or warranty made by or on behalf of the individual/firm(s), and (d) any act or omission, negligence, or intentional acts of the individual/firm(s), or any of the individual/firms' directors, officers, employees, agents, subcontractors or other representatives.

XIII. ACCESS TO RECORDS & RECORDS RETENTION

Legal Counsel shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board Attorney or the School Board, a Federal grant or agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of Legal Counsel which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon the request of the School Board or School Board Attorney, Legal Counsel shall allow representatives or designees of the School Board Attorney or School Board to review and/or audit said records at all reasonable times.

Unless otherwise directed by the School Board or School Board Attorney, Legal Counsel shall retain all records for a minimum of five (5) years after final payment

is made or received or following the termination of this agreement and all pending matters are completed and must ensure compliance with the appropriate State retention schedule. Upon the request of the School Board or School Board Attorney or after the expiration of the records retention period, Legal Counsel shall return all files and records to the School Board.

XIV. PATENTS AND COPYRIGHTS

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this agreement. This section will survive the termination of any contract with the School Board.

XV. LEGAL REQUIREMENTS

It shall be the responsibility of Legal Counsel to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by Legal Counsel will in no way be a cause for relief from responsibility.

XVI. INDEPENDENT CONTRACTOR

Legal Counsel agrees and acknowledges that during the existence of this agreement, it acts in the capacity of an independent contractor and that Legal Counsel is not an employee of the School Board. Legal Counsel will be solely and entirely responsible for its acts and the acts of its agents, employees, subcontractors, and representatives in the performance of this agreement. Legal Counsel agrees and acknowledges that during the existence of this agreement Legal Counsel shall be entirely responsible for the liability and payment for Legal Counsel or Legal Counsel's employees or assistants, of all taxes of whatever kind, arising out of the performances in this agreement. Other than the payments described in this agreement, Legal Counsel agrees and acknowledges that Legal Counsel or Legal Counsel's employees or assistants shall not be entitled to any state benefit on account of the services provided hereunder.

XVII. REPORTS

Legal Counsel acknowledges that documents generated in the course of representation of a governmental body may be subject to Chapter 119, Florida Statutes, Florida's public records laws. Legal Counsel will exercise professional judgment and care not to generate documents which are subject to public information requests that are intended to be confidential or confidential attorney-client communications. This is particularly important in the presentation of invoices where incidental notation may tend to reveal litigation strategies or confidential information. This subsection shall not be interpreted to limit Legal Counsel's duty to provide full disclosure to the School Board and the School Board Attorney as necessary in Legal Counsel's judgment to represent the School Board with due professional care or as required by applicable law or disciplinary rules.

XVII. AUDIT

The School Board or its authorized representative shall have the right of full access and right to audit upon reasonable notice and during regular business hours, any of Legal Counsel's records supporting the billing to the School Board; and the right to recover any excess billings as a result of that audit. Any audit shall be at the expense of the School Board. Excess billings include, but are not necessarily limited to, costs not specified in this agreement or any hours or parts thereof billed for which Legal Counsel has no supporting records, time sheets, appointment calendars or any other records used for billing purposes. Any adjustment or payments which must be made as a result of such audit shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the audit findings to Legal Counsel.

XVIII. INFRINGEMENT CLAIMS

Legal Counsel shall take reasonable measures to protect School Board from material risks of School Board liability known to Legal Counsel for copyright or patent infringement or disclosure of trade secrets resulting from the use of any equipment, materials, information, or ideas furnished by Legal Counsel pursuant to this agreement other than equipment, materials, information, or ideas specified by School Board or its employees or other agents. Legal Counsel and the School Board agree to furnish timely written notice to each other of any claim of copyright, patent, trade secret, or other intellectual property infringement arising out of services under this agreement.

XIX. GUIDELINES FOR OUTSIDE COUNSEL

Legal Counsel acknowledges receipt of and agrees to abide by the Guidelines, which are attached hereto and incorporated herein by reference ("Attachment C") as they may be amended or updated from time to time.

XIXI. IMPLEMENTATION SCHEDULE

The planned schedule for implementation of this Request For Proposals, is as follows:

Procurement Contract Review Committee.....September 16, 2011

Mailing of Request For Proposals.....September 30, 2011

Deadline for Questions..... .....October 10, 2011

Opening of Proposals .....October 27, 2011

Evaluation of Proposals.....November 1, 2011

Recommendation for Award .....December 14, 2011

The School Board reserves the right to reject any or all proposals, to further negotiate any proposals, to waive any irregularities or informality, to accept or reject any items or combination of items, to request clarification of information submitted in any proposal, and to request additional information from any proposer.

XIV. ADDITIONAL INFORMATION

Specific questions concerning this RFP should be e-mailed prior to the deadline for questions, referencing the RFP by page number and paragraph, no later than 4:30 p.m. on October 10, 2011, to:

Division of Procurement Management Services
Ms. Barbara D. Jones, CPPB
1450 N.E. Second Avenue, Room 356
Miami, Florida 33132
(305) 995-2348
E-mail bjones@dadeschools.net

The School Board of Miami-Dade County, Florida will issue responses to inquires and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Responses to questions will be posted to M-DCPS's website and it is the responsibility of the proposers(s) to monitor this site for posting of response(s). The website link is the following:

http://procurement.dadeschools.net/bidsol/asp/ENACT.asp

Attachment A

Proposed Fee Schedule – Bond/Special Tax Counsel

1.

C.O.P./Lease Backed Financing	Initial	Subsequent/Refunding
Fees per $1,000 par value:		
Minimum fee per sale:		
Maximum fee per sale:		
Maximum expenses per sale:		
Fees for refunding per $1,000 par value:		

2.

G.O./Sales Tax Financing	Initial	Subsequent/Refunding
Fees per $1,000 par value:		
Minimum fee per sale:		
Maximum fee per sale:		
Maximum expenses per sale:		
Fees for refunding per $1,000 par value:		

3.

Short Term Financings (TANs, RANs, BANs, etc)	Initial	Subsequent/Refunding
Fees per $1,000 par value:		
Minimum fee per sale:		
Maximum fee per sale:		
Maximum expenses per sale:		

4.

Derivative Transactions	Initial	Subsequent/Refunding
Fees per $1,000 par value:		
Minimum fee per transaction:		
Maximum fee per transaction:		
Maximum expenses per transaction:		

5.

Additional Services	Fees
Service:	
Service:	
Service:	

Attachment A

Proposed Fee Schedule – Disclosure Counsel

1.

C.O.P./LEASE BACKED FINANCING	INITIAL	SUBSEQUENT/REFUNDING
Fees per $1,000 par value:		
Minimum fee per sale:		
Maximum fee per sale:		
Maximum expenses per sale:		
Fees for refunding per $1,000 par value:		

2.

G.O./SALES TAX FINANCING	INITIAL	SUBSEQUENT/REFUNDING
Fees per $1,000 par value:		
Minimum fee per sale:		
Maximum fee per sale:		
Maximum expenses per sale:		
Fees for refunding per $1,000 par value:		

3.

SHORT TERM FINANCINGS (TANS, RANS, BANS, ETC)	INITIAL	SUBSEQUENT/REFUNDING
Fees per $1,000 par value:		
Minimum fee per sale:		
Maximum fee per sale:		
Maximum expenses per sale:		

4.

DERIVATIVE TRANSACTIONS	INITIAL	SUBSEQUENT/REFUNDING
Fees per $1,000 par value:		
Minimum fee per transaction:		
Maximum fee per transaction:		
Maximum expenses per transaction:		

5.

ADDITIONAL SERVICES	FEES
Service:	
Service:	