

# EXHIBIT “A”

**REQUEST FOR PROPOSALS  
RFP #15-08  
TOWN OF CUTLER BAY  
TAX-EXEMPT AND TAXABLE LOANS**

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**BID DUE DATE & TIME:**  
TBA  
2:00 PM

**REQUEST FOR PROPOSALS**  
**RFP #15-08**  
**TOWN OF CUTLER BAY**  
**TAX-EXEMPT AND TAXABLE LOANS**

The Town of Cutler Bay is requesting proposals from qualified lenders to provide financing to the Town of Cutler Bay. **Interested lenders should visit the Town's website at [www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov) to obtain the Request for Proposal package. Packages may also be picked up at the following location, during normal business hours.**

**Town of Cutler Bay**  
**10720 Caribbean Blvd., Suite 105**  
**Cutler Bay, FL 33189**

Sealed submittals including Six (6) signed (one (1) original and five (5) bound copies) responses shall be submitted in one (1) sealed package must and be received no later than **2:00 PM on TBA, 2015** and be clearly marked on the outside, **"RFP #15-08 Town of Cutler Bay – Tax-Exempt and Taxable Loans"**, **Attention: Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.**

Late Submittals and facsimile submissions will not be considered. The proposer shall bear all costs associated with the preparation and submission of the proposal.

Pursuant to Town Code, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town of Cutler Bay reserves the right to accept or reject and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services, or take any other such actions that may be deemed in the best interest of the Town.

Rafael G. Casals, CFM  
Town Manager



**REQUEST FOR PROPOSALS**  
**RFP #15-08**  
**Town of Cutler Bay**  
**“Tax-Exempt and Taxable Loans”**

**SECTION # 1**  
**INTRODUCTION**

The Town of Cutler Bay (the “Town”), a municipality located in Miami-Dade County, Florida, desires to receive proposals from qualified lenders (the “Lender”) to provide financing to the Town as more fully described in the Scope of Services (Section 2.2 below).

The Town intends to execute loan document(s) with a selected Lender to provide such financing.

**1.1 SCHEDULE OF EVENTS**

<b>No.</b>	<b>Event</b>	<b>Date*</b>	<b>Time* (EST)</b>
1.	Advertisement/ Distribution of RFP & Cone of Silence Begins	TBD	TBD
2.	Deadline to Submit Questions	TBD	TBD
3.	Deadline to Town Responses to Questions	TBD	TBD
4.	<b>Deadline to Submit RFP-Response</b>	<b>TBD</b>	<b>TBD</b>
5.	Announcement of Selected Lender/Cone of Silence Ends	TBD	TBD

\*The Town reserves the right to change the scheduled dates and time.



## **1.2 ELIGIBILITY**

In addition to other requirements stated in this document, to be eligible to respond to this RFP, the Lender must have successfully provided, within the past ten (10) years, services and provide references similar to those described in Section 2.2 of this RFP. The Lender must meet all legal and regulatory requirements for providing the requested services and must not have any outstanding Administrative Actions issued by the Florida Office of Financial Regulation or any other regulatory agency.

Respondents shall furnish such additional information as the Town may reasonably require. The Town reserves the right to make investigations of the respondents' qualifications or those of any of its agents, as it deems appropriate.

## **1.3 ADDENDA**

If the Town finds it necessary to add to, or amend this document prior to the response submittal deadline, the Town will issue written addenda/addendum. Each respondent must acknowledge receipt of each addendum by signing the acknowledgement thereof (Appendix A) and providing it with its response.

## **1.4 CERTIFICATION**

Each responder to this RFP must declare, by signing Appendices A and B, that the person(s), firm(s) and parties identified in the response are interested in and available to provide the services required; that the response is made without collusion with any other person(s), firm(s) and parties; that the response is fair in all respects and is made in good faith without fraud; and that the person signing any part of the response and cover letter has full authority to bind the person(s), firm(s) and parties identified in the response.

## **1.5 PUBLIC RECORDS**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Town in connection with responses shall become property of the Town and shall be deemed to be public records subject to public inspection.

## **1.6 RETENTION OF RESPONSES**

The Town reserves the right to retain all responses submitted and to use any ideas contained in any response, regardless of whether that respondent or any respondent is selected.



## 1.7 QUESTIONS AND CLARIFICATIONS:

All requests for information and/or clarification should be submitted in writing on or before **TBA at 1:00 pm**, as described in Section 1.1- Schedule of Events:

Town Clerk  
RFP #15-08  
Town of Cutler Bay  
10720 Caribbean Blvd., Suite 105  
Cutler Bay, FL 33189  
Phone: (305) 234-4262 / Fax: (305) 234-4251  
Email: [townclerk@cutlerbay-fl.gov](mailto:townclerk@cutlerbay-fl.gov)

## 1.8 TOWN AUTHORITY

Proposals will be selected at the sole discretion of the Town. The Town reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered.

## 1.9 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Ordinance 06-11; Town Code Chapter 8A. Pursuant to the Town Code and the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

### Vendors' Campaign Contribution Disclosure:

#### 1. General requirements:

- (A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official of the Town, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- (B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- (C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
- (D) If an existing vendor makes a contribution, the vendor must report the contribution to the clerk within the earlier of: ten days of acceptance or prior to the award of the contract or renewal.



(E) The Town Clerk shall file a quarterly report listing the vendor disclosures in the quarter.

2. Disqualification:

(A) If a Vendor of products or services, directly or through a member of the person's immediate family, through a political action committee or through any other person, makes a campaign contribution to a Town candidate and fails to disclose it, the vendor shall be barred from selling any product or service to the Town for a period of two years following swearing in of the subject elected official.

### 1.10 CONE OF SILENCE

Notwithstanding any other provision in this solicitation, the provisions of Town "Cone of Silence" are applicable. The entirety of these provisions can be found in Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("particular RFQ") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or Lender; and the Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each particular RFQ, RFP and bid after the advertisement of said particular RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting when the Town Manager makes his written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Town Council during any duly noticed public meeting;
- (4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable particular RFQ, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;



- (5) communications regarding a particular RFQ, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or Lender and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such particular RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) communications with the Town Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to Town Code;
- (9) responses to the Town's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or Lender and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any particular RFQ award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

### **1.11 LOBBYIST REGISTRATION**

Proposers must also comply with all Town Charter sections and Code sections, including without limitation, those pertaining to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.



## **SECTION # 2**

### **SERVICES NEEDED BY THE TOWN**

#### **2.1 GENERAL BACKGROUND**

As more fully discussed in Section 2.2 below, the Town of Cutler Bay has taxable and tax exempt bank loans approximately XXX that it wishes to refinance. Additionally, the Town is seeking new, additional financing to provide further improvements to its Town Hall building.

While pursuing this RFP process, the Town reserves the right to award contracts to Lenders who will best serve the interests of the Town and whose Responses are considered by the Town to be the most responsive and most responsible.

The Town reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Town reserves the right to investigate the financial capability, integrity, experience and quality of each Lender, including officers, principals, senior management and supervisors as well as the staff identified in the Response.

#### **2.2 SCOPE OF SERVICES**

The Lenders can expect to provide services including, but not limited to, the following:

##### **2.2.1 PURPOSE**

The Town is seeking proposals from qualified financial institutions to provide tax-exempt and taxable loan financing at the lowest overall borrowing cost, pursuant to certain conditions. The proceeds of the financings will be used to:

- 1). Refund, on a current basis, all or a portion of the Town's tax-exempt outstanding Series 2010A and Series 2010D Promissory Notes and provide \$508,500 in additional funds to be used for improvements to the Town Hall building and property.
- 2). Refund, on a current basis, the Town's taxable outstanding Series 2010B and Series 2010E Promissory Notes and provide \$991,500 in additional funds to be used for improvements to the Town Hall building and property.

The Town shall accept and review proposals from one or two qualified financing institutions for a Tax-Exempt fixed rate bank loan ("Tax-Exempt Bank Loan") and a Taxable fixed rate bank loan ("Taxable Bank Loan") based upon the proposed financing structure below. The Town will select financing structures that provide the lowest overall borrowing cost to the Town and meets the financing requirements of the Town. FirstSouthwest, as the Town's Financial Advisor, will assist the Town in reviewing the Tax-Exempt Bank Loan and Taxable Bank Loan proposals.



### 2.2.2 Structure of Financing

Amount:	1. Tax-Exempt – Not to Exceed \$: _____
	2. Taxable – Not to Exceed \$: _____
Settlement Date:	On or before June 11, 2015.
Rate:	1. Tax-Exempt fixed interest rate. 2. Taxable fixed interest rate.
Prepayment:	The Town requests the ability to prepay the obligation without penalty at any time. Other prepayment terms will be considered.
Final Maturity:	1. October 1, 2030 (15 year maturity) 2. October 1, 2025 (10 year maturity)
Interest Payment Dates:	Semi-annually each April 1 and October 1, commencing on October 1, 2015.
Interest Compounding:	None.
Interest Day Count Method:	Please specify in proposal.
Principal Payment Dates:	Annually, commencing on April 1, 2016.
Debt Service Structure:	See attached Preliminary Amortization Schedule in Appendix A.

### 2.2.3 Security for the Loan

The loan shall be secured by a covenant to budget and appropriate from legally available Non-Ad Valorem Revenues of the Town in amounts sufficient to repay the principal and interest of the loan. Such covenant to budget and appropriate shall not prohibit the Town from pledging such Non-Ad Valorem Revenues, or any portion thereof, to secure other debt issued in the future. The loan shall not be considered a general obligation of the Town. Neither the full faith and credit nor taxing power of the Town, State of Florida or any political subdivision thereof will be pledged to the payment of the loan.



## **2.2.4 Capital Adequacy / Yield Maintenance Covenants**

While the Town may consider proposals with these provisions, the Town's preference is to only have language which traditionally deals with "gross up language" associated with a decrease in the corporate tax rate or changes in rules, regulations, or the interpretation thereof. Should your firm require any provisions whatsoever that would create the ability for the Bank to increase the rate on the Loan to the Town, including but not limited to any so called "Capital Adequacy" provisions, please provide the language required to be incorporated in the resolution.

## **2.2.5 Tax-Exempt Obligation**

The unqualified opinion as to tax exemption will be provided by Weiss Serota Helfman Cole & Bierman, P.L., Bond Counsel to the Town. In addition all legal documentation and closing documents will be prepared by the Town's Bond Counsel. The tax-exempt portion of the loan is expected to be a qualified tax-exempt obligation under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

## **2.2.6 Documentation**

At the closing of the loan, the financial institution will be required to make certain certifications, including, but not limited to, certifications that it:

- a. is making the Loan for its own account, does not currently intend to syndicate the Loan, will take no action to cause the Loan to be characterized as a security, and will not treat the Loan as a municipal security for purposes of the securities laws;
- b. it is not acting as a broker or other intermediary, and is funding the Loan from its own capital for its own account and not with a present view to a resale or other distribution to the public,
- c. the Loan will not be used in the future on a securitized transaction and is not a municipal security;
- d. it understands that the Loan is evidenced by both a tax-exempt and a taxable note (the "Notes") and the Notes are issued in a single denomination equal to the aggregate principal amount of each Note and may not be transferred except in whole and will not be transferred to any kind of trust under any circumstances, and confirming that it understands the Notes may not be transferred in denominations less than \$100,000 even in whole;
- e. the Notes will only be sold to a Permitted Lender, in whole, in a denomination of not less than \$100,000, with the Town's consent. A "Permitted Lender" means any bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loans to entities authorized to do business in the State of Florida;



- f. the Lender is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes;
- g. it is not funding the Loan for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes;
- h. it understands that the Note is not a municipal security and no filing will be made with respect to the Loan or the Notes with EMMA, the Municipal Securities Rulemaking Boards continuing disclosure site;
- i. there will be no CUSIPs obtained on the Loan or the Notes; and
- j. there will be no credit rating obtained on the Notes.

### 2.2.7 Proposal Format

Proposals will be evaluated on the basis of cost and the structure that best meets the financing requirements of the Town.

**In order to assist the Town and FirstSouthwest in reviewing the responses, each proposal should include the following information as the “Loan Proposal Term Sheet(s)” required to be submitted pursuant to item #10 listed in Section 3.1 below.**

- (1) The legal name of the Bank and the primary Bank contact person(s) (include address, telephone number, facsimile number, and e-mail address).
- (2) A tax-exempt and taxable fixed interest rate for the full term of the loan. The Respondent shall give a stated time in which the proposed rate will be held as well as the index in which the rate shall be calculated should the stated time elapse.
- (3) Describe in detail all fees and expenses, which the Town will be responsible to pay to the Bank including its legal counsel. The Town’s Bond Counsel will prepare the tax opinion, bond resolution the loan agreement and all closing documents. The amounts stated in the proposal shall represent the maximum amounts payable to the Bank by the Town. All fees and expenses, with the exception of those of Bond Counsel and FirstSouthwest, in excess of those stated in the proposal shall be the sole responsibility of the Bank and will not be paid or reimbursed by the Town.
- (4) A listing of all conditions, covenants, terms or restrictions, other than those specified in this RFP, which would be included in your commitment to provide the loan.
- (5) All other terms relating to the repayment of the Loan, which are not specified in this Request for Proposal and are not inconsistent with its provisions, but are



desired by the bank (e.g., “gross up” provisions, etc.), shall be clearly detailed in the proposal. Any other provisions not specifically set forth in the proposal will not be considered (for example, terms “to be negotiated” between the bank and the Town, and provisions which are the “customary practice” of the bank.) This Request for Proposal and the written proposal of the successful bank, after acceptance by the Town, will contain all the terms with respect to the Loan.

### **2.2.8 Additional Conditions**

- (1) The Town will not accept proposals with reserve requirements or other restrictions to revenues or requirements to maintain minimum balances in any bank account as a condition for the Loan.
- (2) The Town reserves the right, in its sole discretion, to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal or in the bidding, and to accept or reject any items or combination of items. If a bank financing option is selected, the award will be to the financial institution whose response best complies with the requirements set forth in this RFP and whose proposal, in the opinion of the Town and Financial Advisor, is best, taking into consideration all aspects of the responses.
- (3) Changes to this RFP may be made by and at the sole discretion of the Town.
- (4) The Town will not be liable for any expenses incurred in connection with the preparation of a response to this RFP.
- (5) Federal, State, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bank will in no way be a cause for relief from responsibility.
- (6) The Town will not accept proposals that require the Bank’s approval before additional debt secured by the pledged revenues may be issued. However, any such additional debt will be required to satisfy any applicable additional bonds test (such as debt service coverage ratios) prior to issuance.
- (7) No successful proposer may assign any portion of the contractual agreement between the parties without prior written authorization by the Town.
- (8) Warranties – The proposer, in submission of its proposal, warrants to the Town that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.



### SECTION # 3

## **RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION**

Six (6) signed (one (1) original and five (5) bound copies) responses shall be submitted in one sealed package, clearly marked on the outside "RFP #15-08, TOWN OF CUTLER BAY – TAX-EXEMPT AND TAXABLE LOANS. The outside of the sealed envelope shall also show the name of the Lender.

All responses must be received at the receptionist's desk in the Town Hall located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by **TBA, 2015, 2:00 P.M.**, at which time their receipt will be publicly documented by the Town Clerk or her designee(s).

**All responses must be received by the Town Clerk by the due date and time. All Responses received after the due date and time will not be considered.**

### **3.1 RESPONSE / (QUALIFICATION PACKAGE) PREPARATION**

Each Lender shall submit one (1) original and five (5) bound paper copies of each response, **and** one electronic copy on CD in PDF format. Each response shall be limited to nineteen (19) pages (paper size 8.5"x11,"printed on only one side of the paper, single or the larger spacing, font size not less than 11), **excluding** the Certificates, Loan Proposal Term Sheet(s), and Appendices A, B and C. The sections shall follow the order given below. The nineteen (19) page limit is for items 1 through 9 below. No material other than that listed in this section shall be included in the response.

1. A **one-page** cover letter indicating the Lenders' interest in providing the services to the Town and a statement on why the Lender should be selected for the award. The letter shall include the name of the Lender. A representative who is authorized to contractually bind the Lender shall sign this letter.
2. A **one-page** table of contents identifying the sections and page numbers.
3. A **one-page** proposed organization chart identifying key professionals, their area(s) of responsibility and extent of their availability.
4. **Up to four one-page** resumes of the persons, including the Lead Loan Manager, which will be assigned to the Town.
5. **Up to two, one-page** tables showing all current and recently completed private and public (local municipal, county, regional and state) sector financings completed by the members of the team which serve as your references. The table shall include for each financing: (a) the amount of the loan(s) provided; (b) the general terms of the loan(s), such as interest rates and terms; (c) the type of loan (fixed or variable rate, taxable or tax-exempt); (d) special provisions (balloon payments, etc.); and (e) a contact name, phone number and e-mail address for each reference/borrower.



6. **Up to two one-page** narratives providing details on the specific Public financings listed in No. 5 above.
7. **Up to four one-page** descriptions of financings completed over the last five (5) years similar to those identified in the scope of services. The emphasis shall be given to the financings in Florida AND the tasks performed by the persons identified in No. 4 above.
8. **A one-page** table listing any Administrative Actions against Lender in the past five (5) years issued by the Florida Office of Financial Regulation or any other regulatory agency, including a description of the actions and how and when those actions were resolved.
9. **Up to three one-page** copies of any press articles, profiles, commendations, awards and honors. The emphasis shall be given to the Public Financing projects completed in Florida AND the Public Financing projects of the persons identified in No. 4 above.
10. **Six** completed Loan Proposal Term Sheet(s) and Appendices A, B, and C (one in each submittal) and all proofs of authorization to transact business in the State from the Florida Secretary of State and the Florida Office of Financial Regulation.

### 3.2 RESPONSE EVALUATION CRITERIA

The selection committee may evaluate the responses based on the criteria and point value listed below.

Evaluation Criteria		Maximum Points
1.	Terms, Conditions, Interest Rate(s)	75
2.	Ability to Lock-in Interest Rate(s) for thirty (30) days	10
3.	Ability to Prepay Loans without Penalty	10
4.	Compliance with the Response Preparation and Submission Requirement	5
<b>TOTAL</b>		<b>100</b>



## **SECTION # 4**

### **OTHER CONDITIONS**

#### **4.1 TERM OF ENGAGEMENT**

The terms of the loans will be evidenced by negotiated loan agreement(s) between the Town and the Lender.

#### **4.2 LICENSES, TAXES**

The Lender shall, at its own expense, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that apply to the agreement.

#### **4.3 LAWS, ORDINANCES**

The Lender shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract.

#### **4.4 INSURANCE**

Prior to execution of an agreement with the Town, the successful Lender shall provide certificates evidencing insurance coverage as required hereunder from companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the successful Lender has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town's representative. Compliance with these requirements will not relieve the successful Lender of its liability and obligations under the agreement.

The successful Lender shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance, in the amount of one-million-dollars (\$1,000,000) per occurrence to protect it and the Town from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Lender or by anyone directly employed by or contracting with the successful Lender.

The successful Lender shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the successful Lender or by anyone directly or indirectly employed by the successful Lender.



The successful Lender shall maintain, during the life of the agreement, Worker's Compensation Insurance and Employer's Liability insurance as required by law and in at least such amounts for all of its employees as set out in Florida Statute 440.02.

The Lender shall also maintain other required insurance coverage specific to the services to be provided as may be required by the Town.

**[SPACE LEFT INTENTIONALLY BLANK]**



**APPENDIX A**

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

- A. Lender warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.
- B. Lender warrants that it has read, understands and is willing to comply with all of the requirements of the RFP and the addendum/ addenda.
- C. Lender warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.
- D. Lender warrants that all information provided by it in connection with this proposal is true and accurate.
- E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Lender warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Lender has not, and will not pay a fee, the amount of which is contingent upon the Town of Cutler Bay awarding the contract. Lender warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinances. Further, Lender acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Lender, if the Lender is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

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



**APPENDIX B**

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

SS:

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

\_\_\_\_\_ the Lender that has submitted the attached proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

(3) Such proposal is genuine and is not a collusive or a sham proposal;

(4) Neither the said Lender nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Lender or any person to submit a collusive or sham response in connection with the work for which the attached proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Lender or person to fix the proposal submitted or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Town of Cutler Bay, or any person interested in the proposed work required.

Signed, sealed and delivered  
In the presence of

\_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name)

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



**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned

Notary Public of the State of Florida personally appeared

\_\_\_\_\_

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or Type as commissioned.)  
 Personally known to me, or  
 Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
 Did take an oath. or  
 Did not take an oath.



**APPENDIX C**

**SWORN STATEMENT PURSUANT TO  
SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the TOWN OF CUTLER BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

Whose business address is: \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_

2. I understand that a "'public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "'convicted" or "conviction"' as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non jury trial, or entry of a plea or guilty or nolo contendere.



4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which proposes or applies to propose on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

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

- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)



- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signed, sealed and delivered

In the presence: \_\_\_\_\_

By:

\_\_\_\_\_  
(Printed Name)

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



**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public Of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or Type as Commissioned.)  
o Personally known to me; or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath. or  
o Did not take an oath.

Appendix-C Page 3 of 3

**END OF DOCUMENT**