



City of Miami Springs
Request for Proposals
Capital Construction Financing
RFP # 05-18/19

TABLE OF CONTENTS

1.0	GENERAL CONDITIONS	5
2.0	SPECIAL CONDITIONS	13
3.0	SPECIFICATIONS / SCOPE	19
4.0	PROPOSAL SUBMITTAL INSTRUCTIONS	21
5.0	PROPOSAL SUBMITTAL FORM	23
6.0	REQUIRED FORMS & DELIVERABLES	26



City of Miami Springs

Request for Proposals

Capital Construction Financing

RFP # 05-18/19

NOTICE: Pursuant to the Procurement Ordinance of the City of Miami Springs (the “City”), the City of Miami Springs hereby gives notice of its intent to solicit sealed Proposals from interested parties and/or institutions in response to this Request For Proposals for “Capital Construction Financing”. Proposals must be received by City Clerk's Office, City of Miami Springs, 201 Westward Drive, 2nd Floor, Miami Springs, Florida 33166 by **Wednesday, June 12th, 2019 at 2:30pm**. Submittals shall be clearly marked “**RFP # 05-18/19, Capital Construction Financing**”.

All submittals shall be publicly opened and recorded on **Wednesday, June 12th, 2019 at 2:30pm**. Late submittals shall not be accepted or considered.

Respondents are to deliver **One (1) original, one (1) copy and one (1) electronic copy** of the proposal submittal statements, containing all documentation and information desired to be considered. The (1) electronic copy should contain a PDF of the scanned original with signatures and all materials of the submittal.

The City of Miami Springs reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all submittals and re-advertise.

PROJECT OVERVIEW

By way of this RFP, the City is soliciting Proposals from qualified financial institutions to provide a tax-exempt bank qualified revenue note (note) at the lowest overall borrowing cost, pursuant to certain conditions for a fixed rate, fifteen (15) to twenty (20) year term. The note will be secured by the Half Cent Sales Tax revenue stream. Proceeds are to be used for the construction of a new Senior Center facility and to add lighting to the Curtis Mansion Parking Lot. Through the process described herein, financial institutions interested in providing the City with a fixed rate fifteen (15) to twenty (20) year note must prepare and submit a proposal packet in accordance with the procedure and schedule in this RFP. The City will review submittals only from those financial institutions that submit a proposal packet that includes all the information required to be included as described herein (in the sole judgment of the City).

The City intends to award a financial institution that: (a) provides the best fixed rate for the entire term of the note, and (b) provides the best terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City.

A copy of the complete RFP may be obtained from the City of Miami Springs website, www.miamisprings-fl.gov, by clicking on Government City Services/Finance/Requests for Proposals (RFP.)

All questions or comments should be directed to the following email: romerot@miamisprings-fl.gov Inquiries must reference “**Capital Construction Financing RFP #05-18/19**” in the subject line.

No phone calls will be accepted in reference to this RFP. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

It is the intent of the City to award a contract subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

The City’s tentative schedule for this RFP is as follows:

Advertisement Date:	Wednesday, May 22nd, 2019	
Cut- off Date for Questions:	Wednesday, June 5th, 2019	5:00 PM
Opening of RFP:	Wednesday, June 12th, 2019	2:30PM

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

SECTION 1.0: GENERAL CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Miami Springs, Florida, a Florida municipal government.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought.

Authorized Representative

The user Department's Contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Respondent will have different obligations than "you" as a Successful Respondent will have upon awarding of this contract.

Respondent/Proposer/Bidder

Any person(s), business entity(ies), and/or financial institutions submitting a response to this solicitation.

Successful Respondent/Proposer/Bidder

The Respondent whose proposal to this solicitation is deemed to be the most advantageous to the City. A respondent will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in the ITB/RFP and a Notice of Commencement will be issued.

(iii) Proposal/Submittal

The written, sealed document submitted by the Respondent in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION

Questions regarding this RFP shall be directed in writing by email, to the Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publically noticed and distributed simultaneously to all known prospective respondents.

(i) **Written Addenda**

If it becomes evident that this RFP must be amended, the City will issue a formal written addendum, which will be shared publically and to all registered prospective respondents via email notification. Addendum will be uploaded to the City's Procurement webpage. If necessary, a new submittal opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by respondents for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The respondent must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the respondent may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF BID/RFP

A respondent may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing **before the time for opening the submittals.** No oral modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL SUBMITTALS

The City reserves the right to reject any and/or all submittals or sections thereof, and waive any technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any submittal, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of RFP itself does not in any way constitute a contractual agreement between the City of Miami Springs and the Respondent. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the respondent and the City of Miami Springs. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this RFP prior to delivery, it shall be the responsibility of the Bidder/Respondent to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) **Incurred Expenses**

The City is not responsible for any expenses which Respondents may incur for preparing and submitting proposals called for in this Request for Proposals.

(ii) **Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Bidder/Respondent in connection with such interviews/ presentations (i.e. travel, accommodations, etc.).

(iii) **Request for Modifications**

The City reserves the right to request that the Respondents(s) modify a submittal to more fully meet the needs of the City.

(iv) **Bid/RFP Acknowledgment**

By submitting a proposal, the respondent certifies that he/she/it has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification to Submittals**

The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the submittals.

(vi) **Submittals Binding**

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Bids**

An alternate bid will not considered or accepted by the City.

(viii) **Economy of Preparation**

Bids should be prepared simply and economically, providing a straightforward, concise description of the Respondents ability to fulfill the requirements of the bid.

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that Request for Proposals/Qualifications/Invitation to Bid and the responses are in the public domain. However, the Respondents are required to *identify specifically* any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids/proposals received from Bidders/Respondents in response to this Request for Proposals will become the property of the City of Miami Springs and will not be returned to the Respondent. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful respondents shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672) American with Disabilities

Act of 1990, as amended National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Miami Springs/City Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Miami Springs (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Respondent, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be instituted in writing by City. Further, Respondent recognizes that with respect to this transaction, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form. The term "Respondent," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copy of City of Miami Springs Ordinances may be obtained from the City of Miami Springs Clerk's Office.

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

1.11.1 The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- (a) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (b) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (c) Any communication regarding this RFP between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (d) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
- (e) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (f) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

1.11.2 Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City 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.

1.11.3 The Cone of Silence shall not apply to:

- (a) Oral communications at pre-bid conferences;
- (b) Oral presentations before selection of evaluation committees;
- (c) Public presentations made to the City Council during any duly noticed public meeting;
- (d) Written communications regarding a particular RFP, RFP, or bid between a potential vendor, service provider, Respondent, bidder,

lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFP, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

- (e) Communications with the City Attorney and his or her staff;
- (f) Duly noticed site visits to determine the competency of bidders/Respondents regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (g) Any emergency procurement of goods or services pursuant to City Code;
- (h) Responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFP;
- (i) Contract negotiations during any duly noticed public meeting;
- (j) Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

1.11.4 Violation of the Cone of Silence by a particular bidder or Respondent shall render the RFP award or bid award to said bidder or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 FLORIDA GOVERNMENT IN THE SUNSHINE LAW

As a Florida municipal corporation, the City of Miami Springs is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid/Proposal, Respondent acknowledges that the materials submitted with the Bid/Proposal and the results of the City of Miami Springs evaluation are open to public inspection upon proper request. Respondent should take special note of this as it relates to proprietary information that might be included in its Bid/Proposal.

1.13 CANCELLATION

In the event any of the provisions of this bid are violated by the Awarded Respondent, the City Manager shall give written notice to the Awarded Respondent stating the deficiencies and, unless deficiencies are corrected within ten (10) days,

recommendation will be made to the City Council for immediate cancellation. The City Council of Miami Springs, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/ or services as may be available.

1.15 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Respondent which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Respondent shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes,

1.16 CAPITAL EXPENDITURES

Awarded Respondent understands that any capital expenditures that the Awarded Respondent makes, or prepares to make, in order to perform the services required by the City of Miami Springs, is a business risk which the Awarded Respondent must assume. The City of Miami Springs will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Respondent. If Awarded Respondent has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Miami Springs.

END OF SECTION 1

2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to obtain proposals from Designated Bank Qualified financial institutions, through open, competitive bid process, for providing “Capital Construction Financing” for a Twenty (20) or Thirty (30) year financing term.

2.2 TERM OF CONTRACT

The City and the Awarded Respondent shall execute a contract (“Agreement”) within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Bidder/Proposer awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City.

The contract duration shall be for either a Twenty (20) or Thirty (30) year financing term, under mutual consent of the City and the Proposer.

The initial term of the contract awarded pursuant hereto shall be from the effective date of the contract.

2.3 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, the Proposal must be submitted on and with the forms as provided by the City. This RFP must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the proposal may be attached behind the Bid/Proposal Response form. Copies may be obtained from the City Clerk, 201 Westward Drive, Miami Springs, FL 33166. Submittals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Refer to section 4.1 for format guidelines.

2.4 METHOD OF AWARD

The City will open all submittals received on the date and time specified and will announce the name and proposed amounts submitted. In order to be deemed responsive the submittals must meet or exceed the minimum requirements established in Section 3 and contain all required forms listed and provided in this

solicitation. The City of Miami Springs shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

The City's Selection Committee will evaluate proposals and will recommend to the City Council in order of preference no fewer than three institutions deemed to be the most highly qualified to perform the required services. If fewer than three institutions respond to the request for proposal, the City's Selection Committee will recommend such institutions as it deems to be the most highly qualified. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The City's decisions will be final.

The purpose of the Evaluation Process is to judge the Proposals submitted in response to this Request for Proposals and to establish the most advantageous Providers. Each proposal will be evaluated by each Selection Committee member using the procedures outlined.

2.4.1 EVALUATION CRITERIA

Summarized below are the Evaluation Categories:

EVALUATION CATEGORIES, POINTS POSSIBLE

CRITERIA	POINTS
Responsiveness to Scope of Services	40
Fees for Services	60
Total Points Possible	100

2.5 TIE PROPOSALS

Whenever a tie occurs for the top ranking position, the selection committee will review the time-stamp of the submittal of the RFP to determine the earliest received RFP. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

2.6 AWARD OF CONTRACT

The City anticipates entering into a contract with the Provider who submits the Proposal judged by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The institutions/individuals understand that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the institution/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked institution/individual determined by the Selection Committee, or it may re-solicit proposals.

The City reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

2.7 DUE DATE

All submittals are due no later than **Wednesday, June 12th 2019 at 2:30 PM, EST** or any time prior thereto at the City Clerk's Office, City Hall, 201 Westward Drive, Miami Springs, FL 33166. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

One (1) original submittal and one (1) copy must be presented in separate three-ring binders along with one (1) electronic copy. CD copy of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copy must be properly labeled with the Proposer's name and **"Capital Construction Financing RFP 05-18/19"**.

One (1) original submittal, one (1) copy and one (1) electronic copy must be submitted in a sealed envelope or box/container clearly marked with the RFP title. EMAILED OR FAXED proposals will not be accepted. **The Solicitation Response Form shall be attached to the exterior of the packet.**

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Miami Springs. Providers shall assume full

responsibility for timely delivery at the location designated for receipt of Proposal. The City of Miami Springs cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposal must be supplied to constitute a regular submittal.

SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.

2.8 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may cause the bid/proposal to be considered non-responsive.

2.9 INQUIRIES/CLARIFICATIONS

Any questions regarding this Proposal shall be directed in writing to the Assistant City Manager via email at romerot@miamisprings-fl.gov. All inquiries must have in the subject line the following: **Capital Construction Financing RFP #05-18/19.**

If your request is seeking a public record, such as a proposer list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email on or before **5 pm, June 5th, 2019**. The person or institution submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers.

2.10 ATTACHED FORMS

2.10.1 Non-Collusion Affidavit - Section 6.8

Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Proposal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Invitation to Participate, the Party certifies the Respondent has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Proposal whatsoever. Also, the Respondent certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Proposal.

No attempt has been made or will be made by the Respondent to induce any other person or institution to submit or not to submit a Proposal for the purpose of restricting competition.

The only person or persons interested in this Proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into.

2.10.2 Prohibition on Contingent Fees - Section 6.9

As part of any Proposal, the Respondent shall warrant, by way of the attached Contingent Fees Affidavit, that that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure the agreement that may result from this RFP and that he or she has not paid or agreed to pay any person, company, corporation, individual, or institution, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

2.10.3 Americans with Disabilities- Section 6.10

As part of any Proposal, each Prime Respondent must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.12.4 Compliance with Equal Employment Opportunity- Section 6.11

The Prime Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

2.10.5 Public Entity Crimes- Section 6.12

In accordance with applicable portions of Section 287.133, Florida Statutes, which read as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

2.10.6 Truth in Negotiating Certificate

As part of any Proposal, the Respondent shall certify, covenant, and warrant, by way of the attached Truth in Negotiating Certificate form, that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Respondent further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned institution is furnishing this Truth in Negotiating Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned institution to receive a continuing agreement for professional auditing services with the City of Miami Springs, Florida.

The above referenced forms are included in ‘Forms / Deliverable’ at Section 6 of this RFP. Please ensure that you read these forms, and all others contained within Section 6 thoroughly, and return them signed and notarized where required. Proposals received with incomplete forms may be deemed unresponsive.

END OF SECTION 2

SECTION 3 – SPECIFICATIONS / SCOPE OF WORK

3.1 Objective

The City of Miami Springs, Florida (the "City") a municipal corporation of the State of Florida, is seeking proposals from qualified financial institutions ("Proposer(s)"), to provide a tax-exempt bank qualified fixed rate Capital Construction Financing (the "Loan") at the lowest overall borrowing cost, pursuant to certain conditions.

3.2 Purpose

The proceeds of the "Note" will be for construction of a new senior center/multipurpose center (Approximately \$4,700,000), and for parking lot lighting at the Curtiss Mansion (Approximately \$300,000.00). No real Property shall be acquired with the proceeds.

3.3 Structure of Financing

3.3.1 Amount: \$5,000,000.00 (Estimated)

3.3.2 Closing Date: Expected July 2019

3.3.3 Interest Rates: Designated Bank-qualified, Tax-exempt, fixed rate borrowing for the entire term of the loan. Disclose each rate and the APY of said rate. The rate quoted may not exceed the maximum rate permitted under Florida Statute 215.84 applicable at the time of closing.

3.3.4 Prepayment: The City request the ability to prepay the lease without penalty. Other prepayment provisions may be considered.

3.3.5 Term: 15-20 Year Financing term

3.3.6 Principal Payment Dates: Semi-annual

3.3.7 Interest Payment Dates: Quarterly

3.3.8 Fees and Taxes: Describe in detail all fees and expenses for which the City will be responsible. The amounts stated in the response shall represent the maximum amounts payable to the Bank by the City. All fees and expenses in excess of those stated in the response shall be the sole responsibility of the proposer and will not be paid or reimbursed by the City.

3.3.9 Collateral: Revenue Note to be collateralized with the Half Cent Sales Tax Revenue stream

3.3.10 Compounding Interest: None.

3.3.11 Conditions: Provide a listing of all conditions, terms or restrictions, other than those specified above, which would be included in the Term Lease.

3.4 Security for the Lease

Construction of a new senior center/community senior (Approximately \$6,500,000.00), and parking lot lighting at the Curtiss Mansion (Approximately \$300,000.00).

3.5 Documentation

The selected financial institution shall prepare the Note and other documents to close the Note. The selected bank will be furnished, without charge to the bank, the opinion of the City's Bond Council, approving the legality of the Lease together with the closing certificates and documents related to the transaction.

3.6 Miscellaneous

- 3.6.1 The City 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 Lease.
- 3.6.2 The City 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 proposal process, and to accept or reject any items or combination of items. If the City determines to move forward with the Lease, the award will be to the financial institution whose proposal best complies with the requirements set forth in this RFP and whose proposal, in the opinion of the City, is best, taking into consideration all aspects of the offeror's response.
- 3.6.3 Changes to this RFP may be made by and at the sole discretion of the City.
- 3.6.4 The City will not be liable for any expenses incurred in connection with the preparation of a response to this RFP.
- 3.6.5 All requests for clarification or additional information should be submitted on or before **June 5th, 2019**, before end of business day, to directed to: Tammy Romero, Assistant City Manager romerot@miamisprings-fl.gov
- 3.6.6 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.
- 3.6.7 No successful proposer may assign any portion of the contractual agreement between the parties without prior written authorization by the City.
- 3.6.8 Warranties – The proposer, in submission of its proposal, warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.
- 3.6.9 Copy of the current 2019 budget is available on line on our website at: <http://www.miamisprings-fl.goc/community/proposed-budgets>.

END OF SECTION 3

SECTION 4- PROPOSAL SUBMITTAL INSTRUCTIONS

4.1 Proposal Format - Selection Criteria

Proposals will be evaluated on the basis of cost and the structure that best meets the financing requirements of the City. Further, the City will accept proposals that provide for the ability to prepay the Note in whole or in part at any time without penalty. Prepayment penalties may be considered.

In order to assist the City in reviewing the responses, each proposal should include the following information.

4.1.1 The legal name of the Bank and the primary Bank contact person(s) (include address, telephone number, facsimile number, and e-mail address).

4.1.2 A tax-exempt, non-bank qualified fixed interest rate for the full term of the Note. The proposal 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. The Note should be amortized based upon the final interest rate and Lease size. The City will agree to take such actions as may be required by Treasury regulations in order to maintain the status of the Note as a tax-exempt obligation.

4.1.3 Describe in detail all fees and expenses which the City will be responsible to pay to the Bank including its legal counsel. The amounts stated in the proposal shall represent the maximum amounts payable to the Bank by the City. All fees and expenses 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 City.

4.1.4 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 Lease. Certain covenant requirements, including but not limited to cross-default with other City debt, or those that create notice defaults not subject to a cure period, may be deemed non-responsive to this request.

4.2 Binder and Labeling/Marking Requirements

All submissions (one original, one copy and one electronic copy) shall be placed in three-ring binders each. The original and all copies shall be clearly marked accordingly as "original" or "copy." The CD copy and the one (1) required copy must be exact duplicates of the original submission. The electronic copy must be labeled indicating that it is in response to RFP #05-18/19. Failure to provide exact copies shall result in submittal being non-responsive.

The binder shall be separated with dividers identifying the following sections:

A. Title Page

Show the name of institution, address, telephone number, and name of contact person, email address, date, and the subject: **“RFP #05-18/19 Capital Construction Financing”**.

B. Table of Contents

Include a clear identification of the material by section and/or by page number.

C. Details

Include Proposed Interest Rates, Fees and Expenses

D. Conditions

Outline all conditions, terms or restrictions

E. Closing Documents

Include copies of all documents required to be signed for the Lease agreement.

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the data or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant’s information.

END OF SECTION 4

Section 5: PROPOSAL SUBMITTAL FORM:

RFP #05-18/19

1. The undersigned Respondent proposes and agrees, if this RFP is accepted, to enter into an agreement with The City of Miami Springs to perform and furnish all goods and/or services as specified or indicated in the signed Revenue Note agreement documents and within the Time indicated in this RFP and in accordance with the other terms and conditions of the Revenue Note Agreement Documents.
2. Respondent accepts all of the terms and conditions of the RFP and Instructions to Respondents, including without limitation those dealing with the disposition of RFP Security. This RFP will remain subject to acceptance for 90 days after the day of RFP opening. Respondent agrees to sign and submit the Agreement with the Bonds and other documents required by the RFP Requirements within ten days after the date of City's Notice of Award.
3. In submitting this Proposal, Respondent represents, as more fully set forth in the Agreement, that:
 - (a) Respondent has examined copies of all the RFP Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

- (b) Respondent has familiarized themselves with the nature and extent of the Agreement Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Respondent has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Agreement Documents and the written resolution thereof by the City is acceptable to Respondent.
- (d) This RFP is genuine and not made in the interest of or on behalf of any undisclosed person, institution or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other

Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, institution or corporation to refrain from submitting a proposal. Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

4. Respondent understands that the quantities provided (if any) are only provided for evaluation purposes only. The actual quantities (if any) may be higher or lower than those in the RFP.

5. Communications concerning this RFP shall be addressed to:

Respondent: _____

Address: _____

Telephone _____

Facsimile Number _____

Attention: _____

6. The terms used in this RFP which are defined in the General Conditions of the Agreement included as part of the Agreement documents have the meanings assigned to them in the General Conditions.

STATEMENT

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

SUBMITTED THIS DAY _____, 2019.

Person Authorized to sign RFP:

_____(Signature)

_____(Print Name)

_____(Title)

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____

Email: _____

END OF SECTION 5

**SECTION 6 –
FORMS/DELIVERABLES/CHECK LIST
RFP #05-18/19**

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS RFP. RESPONDENTS SHALL SUBMIT THE SUBSEQUENT FORMS ON PAGES 37-58 IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

RFP Response Forms /Checklist

This checklist is provided to help you conform to all form/document requirements stipulated in this RFP.

Submitted With Proposal (Please check off)

- 6.1** Proposer Background Information- This form must be completed in its entirety to verify the capability of Proposer to perform the services specified in the RFP.
- 6.2** Solicitation Response Form
- 6.3** Contact Information Worksheet
- 6.4** Respondent Qualification Statement
- 6.5** Business Entity Affidavit
- 6.6** Non-Collusion Affidavit
- 6.7** No Contingency Affidavit
- 6.8** Public Entity Crimes
- 6.9** Anti-Kickback Affidavit
- 6.10** Conflict of Interest
- 6.11** Cone of Silence Certification
- 6.12** Respondent's Certification

6.1 PROPOSER BACKGROUND INFORMATION

INSTRUCTIONS:

This questionnaire is to be included with your Response. **Do not leave any questions unanswered.** When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Please print.

INSTITUTIONS NAME: _____

LOAN OFFICER(S) ASSIGNED TO THIS RFP:

Federal I.D. No. _____

Number of Years institution has been in business: _____

6.2 SOLICITATION RESPONSE FORM

RESPONDENTS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED BOX OR PACKAGE CONTAINING ALL OF THE SUBMITTALS.

Name: **RFP #05-18/19 Capital Construction Financing**

Due Date: Wednesday, June 12th 2019, 2:30 pm

Delivery Location: City of Miami Springs
City Clerk's Office
201 Westward Drive
Miami Springs, FL 33166

Submitted by: _____
(name of company and address) _____

Survey: What alerted you to this RFP? (Circle One)

Miami Herald, Daily Business Review, Demand Star, City's Web Site

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

6.3 CONTACT INFORMATION

WORKSHEET

(To be completed by prime respondent)

RFP #05-18/19

COMPANY/AGENCY/INSTITUTION NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ PHONE No.: _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ PHONE No.: _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT (if different from address provided above): _____

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS AND EXECUTE CONTRACTS ON BEHALF OF THE INSTITUTION (NOTE: CONTACT PERSON CAN BE DIFFERENT FROM AUTHORIZED REPRESENTATIVE):

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(Resumes of individuals named on this sheet must be included in submittal)

CONTACT'S SIGNATURE: _____ DATE: _____

6.4 RESPONDENT QUALIFICATION STATEMENT

RFP #05-18/19

The Bidder's/Respondent's response to this questionnaire will be utilized as part of the City's overall Bid/Proposal Evaluation to ensure that the Bidder/Respondent meets, to the satisfaction of the City of Miami Springs, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project:

Has provided five (5) year Capital Construction Financing

ON THE FORM BELOW, BIDDER/RESPONDENT MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT RESPONDENTS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Lease/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Amount _____

Dates of Lease From: _____ To: _____

2. Lease/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Amount _____

Dates of Lease _____

Dates of Lease From: _____ To: _____

3.

Lease/Location _____

Owner Name

Contact Person

Contact Telephone No. _____

Email Address:

Amount _____

Dates of Lease From: _____ To: _____

6.5 BUSINESS ENTITY
AFFIDAVIT
(RESPONDENT DISCLOSURE)

RFP #05-18/19

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Miami Springs ("City") are (Post Office addresses are not acceptable), as follows:

_____ FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY

_____ NUMBER) Name of Entity, 444 Individual, Partners, or Corporation

_____ Doing business as, if same as above, leave blank

_____ STREET ADDRESS SUITE CITY STATE ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

Sworn to and subscribed before me this ____ day of _____, 20 ____.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary
Public

6.6 NON-COLLUSION

AFFIDAVIT

RFP #05-18/19

State of _____)
) SS
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of _____, the RESPONDENT that has submitted the attached Proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Statement of Qualifications;
- (3) Such Proposal is genuine and is not a collusive or sham statement of Qualifications;
- (4) Neither the said RESPONDENT 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 RESPONDENT, institution, or person to submit a collusive or sham Statement of Qualifications in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any RESPONDENT, institution, or person to fix any overhead, profit, or cost elements of the Proposal or of any other RESPONDENT, or to fix any overhead, profit, or cost elements of the Agreement Price or the Agreement Price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and

FURTHER AFFIANT SAYETH NOT

By: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2019 by _____, who is personally known to me or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

6.7 NO CONTINGENCY
AFFIDAVIT
RFP #05-18/19

State of _____)
))
SS County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are _____ (Owner, Partner, Officer, Representative or Agent) of _____, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Institution has not, and will not; pay a fee the amount of which is contingent upon the City of Miami Springs awarding this contract. Institution 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; and
- (3) Further, Institution acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Institution, if the Institution is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: _____

Print Name: _____

SWORN TO AND SUBSCRIBED before me this _day of _ , 2019 by _____, who is personally known to me or has produced _____ as identification.

My Commission Expires:
My Commission Number:
Notary Public
State of Florida at Large

6.8 SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), Fla. Stats.

ON PUBLIC ENTITY CRIMES

RFP #05-18/19

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 _____
by _____
for _____ whose
business address is _____ and (if applicable)
its Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN,
include the Social Security Number of the individual signing this sworn
statement: _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(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 an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any 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, executors, 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 a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime 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.

3. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

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

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

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

By: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2019 by _____, who is personally known to me or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

6.9 ANTI-KICKBACK AFFIDAVIT

RFP #05-18/19

State of _____)
) SS
County of _____)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miami Springs, its elected officials, and or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my institution or by an officer of the corporation.

By: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2019 by _____, who is personally known to me or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

6.10 CONFLICT OF INTEREST

RFP #05-18/19

The award hereunder is subject to the provisions of Chapters 24 and 112, Florida Statutes. If any officer, director, employee or agent of Respondent is also an officer or an employee of Miami Springs, respondent must so state in its proposal. All Respondents must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in Respondent's institution or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the City, or other person, who has received or will receive compensation of any kind, or who has or is required to register under Section 112.311, Florida statutes, in seeking to influence the actions of the City in connection with this procurement.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Miami Springs Purchasing Ordinance.

Name	Relationship
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City will interpret this to mean that no such relationship exists.

6.11 CONE OF SILENCE CERTIFICATION

RFP #05-18/19

I, _____, _____
(Individual's Name) *(Title)*

of the _____, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under Section 3.4 of this document titled Cone of Silence.

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.

Individual's Signature

Date

6.12 RESPONDENT'S CERTIFICATION

RFP #05-18/19

I have carefully examined the Request for Proposals, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposals.66

I hereby propose to furnish the goods or services specified in the Request for Proposals. I agree that my proposal will remain institution for a period of 365 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the institution as its act and deed and that the institution is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, institution or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Miami Springs or any other proposer is interested in said proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

By: _____
Title:

Sworn to and subscribed before me this _____ day of _____, 2019

Signature

Name and Title, Typed or Printed

Mailing Address

City, State and Zip Code

Telephone Number

Notary Public

STATE OF _____

My Commission Expires

Acknowledgement of Addenda: Issued Addenda must be signed and submitted with response.