



**REQUEST FOR PROPOSAL  
(RFP) # FY 2011-2012-020**

**BANK QUALIFIED TAX EXEMPT LOAN FIXED RATE**

**PREPARED BY:  
CITY OF HALLANDALE BEACH  
GENERAL SERVICES/PURCHASING DEPARTMENT AND  
FINANCE DEPARTMENT**

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**NOTICE TO PROSPECTIVE PROPOSERS**

**RESPONSES ARE DUE: TUESDAY, JULY 10, 2012 BY NO LATER THAN 12:00 P.M.**

ANY QUESTIONS ARE TO BE SUBMITTED VIA EMAIL TO [ALUES@COHB.ORG](mailto:ALUES@COHB.ORG) BY NO LATER THAN **THURSDAY, JUNE 28, 2012 BY 10:00 AM.**

**Local Vendor Preference may be applicable to this RPF; see page 21-22.**

**Small Business Enterprise (SBE) Business Utilization Plan**

A business that is currently certified under the Broward County Small Business Enterprise program, pursuant to Chapter 20, Article XIV, Code of Metropolitan Broward County. The City encourages all who respond to this RFP to utilize or make good faith efforts to utilize SBE Firms that are certified under the Broward County SBE program.

**PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES. PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:**

CITY OF HALLANDALE BEACH
CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES
400 SOUTH FEDERAL HIGHWAY – 2 <sup>ND</sup> FLOOR
HALLANDALE BEACH, FL 33009
TITLED: RFP #FY2011-2012-020
BANK QUALIFIED TAX EXEMPT LOAN

**PROPOSAL MINIMUM QUALIFICATION REQUIREMENTS:**

- Proposer must be 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;

**IF THE MINIMUM QUALIFICATION REQUIREMENT ABOVE IS NOT MET, THE PROPOSER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.**

Firm(s) may be required to appear before the City Commission to answer questions about their submission.

**CONTRACT TERM:**

Your firm's proposal submission shall be valid until such time as City Commission awards a contract as a result of this RFP.

The initial contract period shall commence upon execution by both parties following the City Commission award of the contract and final closing date.

UNABLE TO SUBMIT A RESPONSE? We sincerely hope this is not the case.  
If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return:

**WE \_\_\_\_\_ HAVE RECEIVED THE RFP**  
**(COMPANY NAME)**

**WE ARE UNABLE TO RESPOND TO THE RFP AT THIS TIME DUE TO THE FOLLOWING REASONS:**


**COMPLETE INFORMATION BELOW:**

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: (     )	
EMAIL ADDRESS:	

<b>RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:</b>
<b>CITY OF HALLANDALE BEACH</b>
<b>GENERAL SERVICES DEPARTMENT</b>
<b>400 SOUTH FEDERAL HIGHWAY, ROOM 242</b>
<b>HALLANDALE BEACH, FL 33009</b>
<b>TITLED: RFP # FY 2011-2012-020</b>
<b>BANK QUALIFIED TAX EXEMPT LOAN</b>

## LIST OF ADMINISTRATORS AND DEPARTMENT LIAISONS

<b>1.</b>	<b>CITY MANAGER</b>
	<b>Renee Crichton, City Manager</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1300</b>
<b>2.</b>	<b>FINANCE DIRECTOR</b>
	<b>Patricia Ladolcetta</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1371</b>
<b>3.</b>	<b>GENERAL SERVICES/PURCHASING DIRECTOR</b>
	<b>Andrea Lues</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1332 (OR)</b>
<b>4.</b>	<b>GENERAL SERVICES/PURCHASING SPECIALIST</b>
	<b>Joann Wiggins</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1331</b>

**PURPOSE OF RFP**  
**INTRODUCTION / INFORMATION**

**I. PURPOSE**

The City of Hallandale Beach is selecting a bank to make a not-to-exceed \$3,000,000 fixed-rate tax-exempt “bank qualified” loan to be used to: (1) finance the current refunding of a portion of the Florida Municipal Loan Council, Revenue Bonds, Series 2001A, issued on behalf of the City of Hallandale Beach, and (2) pay costs of issuance associated with the Loan. The Loan will be evidenced by bonds issued under a Resolution. The loan is payable solely from a pledge of the “Net Revenues” from the City’s Water and Sewer and Stormwater Utility Systems (the “Systems”).

The City has contracted with the firm of Dunlap & Associates, Inc. to serve as their financial advisor for this project. The City’s Bond Counsel, Nabors Giblin & Nickerson, P.A., will prepare the Series 2012 Loan documents and the Resolution which, among other matters, will authorize the issuance of the Loan, establish parameters to award the loan to the successful proposer pursuant to a negotiated sale and set forth the details of the Series 2012 Loan.

**II. ADDITIONAL BACKGROUND INFORMATION**

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 35,000. The City’s fiscal year begins October 1<sup>st</sup> and ends September 30<sup>th</sup>.

The City provides the range of governmental services including, public safety; Police; Fire; Parks and Recreation; Road Maintenance; Planning, Zoning and Building, Code Enforcement and Community Development to citizens.

**III. PROPOSAL MINIMUM QUALIFICATION REQUIREMENTS:**

- Proposer must be 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;

**IF THE MINIMUM QUALIFICATION ABOVE IS NOT MET, THE PROPOSER’S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.**

**IV. QUESTIONS REGARDING RFP:**

For information pertaining to this Request for Proposals (RFP), contact General Services/Purchasing Department (954) 457-1333. Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

**V. CONE OF SILENCE:**

Per Section 2.3 (e) of the City of Hallandale Beach Code of Ordinances, Lobbyists shall cease all contact and communication with the City Commission forty-eight (48) hours before the date set for a decision on a matter, unless contacted by a City Commissioner. No City Board, Agency or Committee shall have contact forty-eight (48) hours before the date set for a decision on a matter.

Per Chapter 23, Section 23-105 of the City of Hallandale Beach Code of Ordinances and the City's Protocol Manual, Section 3 H., the City Commission shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, firms, organizations, and corporations submitting bids or proposals to the City.

**VI. LOBBYIST REGISTRATION:**

Registration. Every lobbyist shall file the registration with the City Clerk's Office on the form provided by the City. Under no circumstances shall a lobbyist working for the City lobby the City Commission.

Annual registration. Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on City matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's Office. A fee of \$100.00 shall be paid to the city for annual lobbyist registration.

**VII. CONTRACT TERM:**

The initial contract period shall commence upon execution by both parties following the City Commission award of the contract and final closing date

**VIII. CONTRACT COST:**

See page 25.

## **IX. SCRUTINIZED COMPANIES**

The City, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the company awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum.

## **X. SUBMISSION OF PROPOSALS**

**The following format must be followed by firms submitting responses to the RFP.**

**The outline for items # 1 through # 12 below must be followed since the Evaluation Committee will read your company's responses as the basis for its evaluation.**

**Provide five (5) complete proposals and one (1) electronic true and exact copy on a CD ROM to include the following:**

1. Title Page

Provide the RFP # and title, the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

2. Minimum Qualification Requirements

In order to be considered for award and to be evaluated, your firm must also clearly provide all the information required to meet the RFP's Minimum Qualification Requirements requested.

3. Table of Contents

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

4. Transmittal Letter

A letter of transmittal, signed by an authorized officer of your company, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes to be best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer until such time as City Commission awards a contract as a result of this RFP.

Provide the names of the person who will be authorized to make representation for the Proposer, their titles, addresses and telephone numbers.

5. General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the City in conformity with the requirements of the specifications in the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation.

The proposal should address all points outlined in the specifications of this RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP.

While additional data may be presented, the information requested in items 1 through 12, must be included. Items 1-12 represent the criteria against which proposals will be evaluated.

6. Professional Licenses and Certifications

An affirmative statement should be included indicating that the firm possess all licenses and certifications required to provide the requested services in the State of Florida.

7. Firm Qualifications and Experience

Discuss Proposer's knowledge of the City and its current and planned future projects and goals.

Indicate the firm's number of years of experience in providing the required services.

The proposal must demonstrate the qualifications and experience of the firm and the ability to provide the type and quality of services requested in the RFP.

List and describe all legal claims against any person or firm that is a member of the team alleging error and/or omissions, or any breach in professional ethics, including those settled out of court, during the past five (5) years. If not applicable, please so state.

8. Rate of Interest

➤ Provide the rate of interest to be charged on the loan, All-in True Interest Cost, and any other comparable information.

9. Additional Fees

➤ Provide a comprehensive list of all of the additional fees that will be charged.

10. Proposer's Approach to the Project

Proposer should demonstrate in their Proposal the approach to the Project for the work required, including, but not limited to, staffing requirements, proposed schedules, performance benchmarks and plans.

11. Financial Resources

Provide evidence of your company's financial stability and sufficient financial resources to complete a Project of this scope. Proposers shall provide a statement of Proposer's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent annual financial report/annual audit. Financial reports provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.

Please advise if there are any anticipated changes of ownership or control of your company.

12. Past Performance (References)

Provide three (3) most recent of similar Florida financing engagements to the one proposed through this RFP. Include scope of work and complexity that have been completed by your company within the last five (5) years which demonstrate the experience of the company as required by this Project. Please provide the following information for the references:

- Client name, address, phone number, email.
- Description of the scope of work.
- Total cost of services, including interest rates, additional fees, etc.

**END OF SECTION**

**REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE**

**THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.**

RFP ADVERTISING DATE	FRIDAY, JUNE 22, 2012
RFP DOCUMENT RELEASED	FRIDAY, JUNE 22, 2012
QUESTIONS	MAY ONLY BE ANSWERED VIA EMAIL UP TO THURSDAY JUNE 28, 2012 BY 10 AM
RFP DEADLINE FOR RECEIPT OF PROPOSALS	TUESDAY, JULY 10, 2012 BY NO LATER THAN 12 NOON -
EVALUATION OF PROPOSAL/SELECTION OF FIRMS	BY JULY 12, 2012
ORAL INTERVIEWS – (IF REQUIRED)	NOT APPLICABLE
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	WEDNESDAY, AUGUST 1, 2012
ESTIMATED CLOSING DATE	FRIDAY, AUGUST 3, 2012

**END OF SECTION**

## **XI. GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach by all prospective Proposers. The City of Hallandale Beach reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the City of Hallandale Beach.

## **XII. DEFINITIONS**

**“City”** the City of Hallandale Beach or the City Commission, a municipal corporation of the State of Florida.

**“City’s Contract Administrator”** means the City’s representative duly authorized by the City Commission and/or City Manager, to provide direction to the Contractor regarding services provided pursuant to this RFP and the Contract.

**“Contract” and “Contract Documents”** means the agreement for this Project to be entered into between the City and the Successful Proposer/Contractor.

**“Contractor”** the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

**“Local Business”** pursuant to Section 23-105 of the Code of Ordinances of the City of Hallandale Beach, Florida, business who maintains a place of business within the City limits; business who maintains a place of business within the County; business who maintains a place of business within the State of Florida, in this order.

**“Notice to Proceed”** means the written notice given by the City to the Contractor of the date and time for work to start.

**“Project Manager”** means the Contractor’s representative authorized to make and execute decisions on behalf of the Contractor.

**“Proposal”** means the proposal or submission submitted by a Proposer. The terms “Proposal” and “Bid” are used interchangeably and have the same meaning.

**“Proposer”** means one who submits a Proposal in response to a solicitation. The terms “Proposer” and “Bidder” are used interchangeably and have the same meaning.

**“Proposal Documents”** the Request for Proposals, Instructions to Proposers, Technical Specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).

“**Small Business Enterprise**” means Broward County’s SBE program to encourage local small businesses to do business with Broward County. For more information on the SBE Program or to apply in person, qualified small business owners should call the County’s Office of Economic and Small Business Development at 954-357-6400 for an appointment.

“**Successful Proposer**” means the qualified, responsible and responsive Proposer to whom City (on the basis of City’s evaluation as hereinafter provided) makes an award.

**XIII. SUBMISSION AND RECEIPT OF PROPOSALS**

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, firms **MUST** use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
3. Proposals having any erasure or corrections **MUST** be initialed by the Proposer in INK. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.
4. **PROPOSERS MUST PROVIDE FIVE (5) COMPLETE SETS OF PROPOSALS AND ONE (1) ELECTRONIC TRUE AND EXACT COPY ON A CD ROM.**

**PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES. PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:**

<b>CITY OF HALLANDALE BEACH</b>
<b>CITY CLERK’S DEPARTMENT – EXECUTIVE OFFICES</b>
<b>400 SOUTH FEDERAL HIGHWAY, 2<sup>ND</sup> FLOOR</b>
<b>HALLANDALE BEACH, FL 33009</b>
<b>TITLED: RFP #FY2011-2012-020</b>
<b>BANK QUALIFIED TAX EXEMPT LOAN</b>

**5. DATE/TIME OF PROPOSAL SUBMITTAL:**

Plainly mark on the outside of the envelope, the Proposal Number, Item Identification and Time and Date of Proposal Receipt.

**IT WILL BE THE SOLE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL REACHES THE OFFICE OF THE CITY CLERK OFFICE, CITY OF HALLANDALE BEACH ON OR BEFORE: TUESDAY, JULY 10 2012, BY NO LATER THAN 12:00 P.M.**

6. **CONFLICT OF INTEREST:**

In the event the Contractor becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of the Contractor, the Contractor shall immediately notify the City Manager, or designee, in writing, of such conflict. Written notice may be in the form of fax or email notification. Such conflict is defined as any client represented by the firm. In the event the City becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of the clients of the Contractor, the City Manager or designee, shall promptly notify the Contractor of such conflict. The City and the Contractor shall attempt to resolve any such conflict in a manner mutually acceptable to the City and the Contractor.

If the conflict cannot be resolved to the satisfaction of the City, the City reserves the right to procure these services from other vendors with an appropriate reduction to the Contractors fee(s).

7. **BID GUARANTEE AND BOND REQUIREMENTS:**

Not applicable. There are no Performance Bond requirements for this RFP.

8. **PROPOSAL ACCEPTANCE PERIOD:**

Proposer warrants by virtue of submitting a proposal that costs, terms and conditions quoted in the Proposal will remain firm for acceptance by the City until such time as City Commission awards a contract as a result of this RFP.

9. **PUBLIC RECORDS:**

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

10. **ADDENDA AND MODIFICATIONS:**

All addenda and other modifications to the documents or this RFP made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document.

The City shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage [www.cohb.org/Bidnotifications](http://www.cohb.org/Bidnotifications). Firms are solely responsible to check the website or contact the General Services/Purchasing Department prior to the Proposal submittal deadline to ensure addenda has not been released. All Proposals shall be construed as though all addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

11. **TAXES:**

The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 16-04199765-54C; United States Treasure Department, I.R.S. No. 59-6000333, applies and appears on each City of Hallandale Purchase Order. Exemption Certificates provided on request.

12. **FAILURE TO SUBMIT PROPOSAL:**

If you do not submit a proposal, PLEASE return the form, "**UNABLE TO SUBMIT A PROPOSAL**", stating thereon and request that your name be retained on the City mailing list, otherwise, your name will be removed from the City's bid mailing list.

13. **SIGNED PROPOSAL CONSIDERED AN OFFER:**

The signed Proposal shall be considered an offer on the part of the Proposer or firm, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful Proposer or firm, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

14. **LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where Proposers are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of proposal award, the Proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The Proposer shall be liable for any damage or loss to the City occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal.

15. **RESERVATION FOR REJECTION AND AWARD:**

The City of Hallandale Beach reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The City also reserves the right to award the contract on such material the City deems will best serve its interests.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Department personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. **The City reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the City.**

16. **OMISSION OF INFORMATION:**

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the Proposer from responsibility.

17. **SAMPLE FORM CONTRACT:**

Not applicable.

18. **INSPECTION OF FACILITIES / SITE VISIT:**

Not applicable.

19. **PROPOSER'S COSTS**

The City shall not be liable for any costs incurred by proposers in response to the RFP.

20. **INVOICES/PAYMENT**

Not applicable.

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21. **NON DISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT**

Contractor shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition,

Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship, and accessibility).

Contractor shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

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## 22. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

### Protests

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of General Services Department. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed \$50,000.00, are not subject to protests.

### Time for Protest

The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of General Services Department must be made no later than (10) calendar days of approval of a contract by City Commission.

### Form and Content of Protest

The protest shall be filed in writing with the Director of General Services and shall state the contested information about the RFP, RFQ or Bid.

General Services will provide a copy of the written protest to the City Attorney and other appropriate City staff.

### Protest Filing Fee

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than \$5,000.00. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of General Services and or the City Commission, the filing fee shall be refunded to the protestor less any costs assessed under section "Costs" below.

### Costs

All costs accrued from a protest shall be assumed by the protestor.

### Authority to resolve protests

The Director of General Services shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

Special Magistrate

In the event the protest is not resolved by the Director of General Services, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Director of General Services' findings are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

**END OF SECTION**

#### **XIV. TECHNICAL SPECIFICATIONS**

The City of Hallandale Beach is requesting sealed proposals for the purpose of selecting a bank to make a not-to-exceed \$3,000,000 fixed-rate tax-exempt “bank qualified” loan to the City to be used to: (1) finance the current refunding of a portion of the Florida Municipal Loan Council, Revenue Bonds, Series 2001A, issued on behalf of the City, and (2) pay costs of issuance associated with the Loan. The Loan will be evidenced by bonds issued under a Resolution of the City. The loan is payable solely from a pledge of the “Net Revenues” from the City’s Water and Sewer and Stormwater Utility Systems (the “Systems”).

The City's latest audited financial statements are available for review in the Office of Budget and Finance at City Hall or electronically available at [www.hallandalebeachfl.gov](http://www.hallandalebeachfl.gov).

The 2012 Loan will have a final maturity date of November 1, 2021. Principal will be payable annually on November on each year, commencing November 1, 2013.

**Interest Repayment** – Interest accrued and payable semi-annually on May 1 and November 1, commencing November 1, 2012 on a 30/360-day count basis.

**Redemption Provisions** – The Series 2012 Loan will be subject to redemption on or after November 1, 2017 at par. Other Redemption Provisions will be considered, including “Make Whole.”

**Security** – The Series 2012 Loan will be secured by a lien on the Net Revenues of the City’s Water and Sewer System and the City’s Stormwater System (the “Systems”).

The 2012 Loan will not be required to have a Debt Service Reserve Fund and the awarded firm must consent to waive such requirement.

The 2012 Loan and the interest thereon shall not be or constitute general obligations or indebtedness of the City (of “bonds” within the meaning of the Constitution of the State of Florida), but shall be payable from and secured solely by a lien upon and a pledge of the Pledged Revenues as provided in the Resolution. No Registered Owner or Owners of any 2012 Loan shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form on any property within or without the City to pay the 2012 Loan, or the interest thereon or be entitled to payment of such principal, and interest from any other funds of the City except from the Pledged Revenues in the manner provided in the Resolution. The 2012 Loan and the interest thereon shall not have or be a lien upon any property of or in the City, other than the Pledged Revenues in the manner provided in the Resolution.

#### **Responsibilities**

At the closing of the Series 2012 Loan, the awarded Contractor will be required to make certain certifications including, but not limited to, certifications that it:

- (a) Is not acting as a broker or other intermediary and is purchasing the Series 2012 Loan as an investment for its own account and not with a present view to a resale or other distribution to the public;

- (b) Understands that the Series 2012 Loan may not be transferred in denominations less than \$100,000 under any circumstances;
- (c) 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;
- (d) Is not purchasing the Series 2012 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; and
- (e) Is an “accredited investor” within the meaning of the Securities Act of 1933, as amended, and Regulation D there under.

**XV. PROPOSAL EVALUATIONS:**

1. **Criteria.** Following the opening of the proposal packages, firms that do not meet the Minimum Qualification Requirements set forth will not be considered further. The firm awarded the Contract will be required to maintain the Minimum Qualification Requirements during the term of the Contract.

The City has contracted with Dunlap & Associates, Inc. to serve as their financial advisor and the recommendation for the best option to the City will be brought to the City Manager.

The recommendation(s) for award shall be made to the City Commission, by the City Manager, through Dunlap & Associates, to the responsible Proposer whose proposal is determined to be the most advantageous to City.

NUMBER	CRITERIA LISTED	POTENTIAL POINTS
	Did this firm affirm in their proposal that firm meets the Minimum Qualification Requirements outlined on page 2	YES
		NO
1.	Qualifications and Experience	10
2.	Rate of Interest	80
3.	Additional Fees	10
	<b>TOTAL POINTS</b>	<b>100</b>

2. **Local Business.** In addition to the foregoing criteria, Proposers may be entitled to additional consideration for local business certification pursuant to Section 23-105 of the Code of Ordinances of the City of Hallandale Beach, Florida, based on the following:

- (A) First, to proposers who maintain a place of business within the City limits;
- (B) Second, to proposers who maintain a place of business within the County; and
- (C) Third, to proposers who maintain a place of business within the State.

Firms are to submit with the response proof of Florida Department of State Division of Corporation (Sunbiz), <http://www.sunbiz.org/search.html>. Annual Report issued one (1) year prior to RFP submission for the appropriate goods, services or construction to be purchased.

An award based upon local business certification will be awarded to a Proposer based upon vendors, contractors or subcontractors who are local businesses and whose proposal is within five points of the top ranked/rated Proposer.

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**COST PROPOSAL FORM**

**Print name of Proposer (company name)**

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To provide Federal Lobbyist Services in accordance with the  
**RFP # FY 2011-2012-020 BANK QUALIFIED TAX EXEMPT LOAN**

The undersigned, as Proposer, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Proposer further declares that he has examined the requirements and scope of work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the technical specifications and plans for the Work and from his own experience or from professional advice that the technical specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Proposers, Contract, Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form and Insurance requirements and he has read all addenda prior to the opening of Proposals, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to timely execute a contract with the City in the form attached and to furnish all necessary materials, all equipment, all necessary, tools, apparatus, means of transportation, and employees necessary to complete the Work specified in the Proposal and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

***NOTE: ANY SCHEDULE OF PROPOSAL ITEMS ARE MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF PROPOSAL ITEMS AND THE CONTRACT DOCUMENTS, THE CONTRACT DOCUMENTS WILL PREVAIL.***

The Proposer further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Proposer agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to City within five (5) calendar days after date of award of contract. Failure on the part of the Proposer to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Proposers.

It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the City. However, in utilizing the schedule, the Proposer agrees that in no event shall compensation paid to the Proposer under the contract exceed the dollar amount of the Proposer's proposal amount, as set forth in the attached proposal form.

In no event shall the City be obligated to pay for work not performed or materials not furnished.

Proposer's Occupational License No. \_\_\_\_\_

WITNESS

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_

(SEAL)

**COST PROPOSAL FORM SHEET**

**NOT TO EXCEED \$3,000,000 TAX-EXEMPT LOAN (BANK QUALIFIED)**

The undersigned proposer does hereby agree to furnish the City of Hallandale Beach, Florida, the items listed below in accordance with the Specifications specified in this RFP to be delivered to be provided as indicated.

**THIS PROPOSAL MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME**

Interest Rate Per Annum as of July 10, 2012	Fixed	%
Callable at Par After 11/01/17		%
Make Whole Provisions		%
Other Redemption Options		%
Estimated Total Payments		
Estimated Total Interest		
Reserve Account Requirement	N/A	
Bank Legal Fees		

**Requirements:**

**Will Comply:**

All expenses included in proposed rate

Yes \_\_\_\_\_ No \_\_\_\_\_

<i>Vendor Name:</i>	
<i>Address:</i>	
<i>City/State/Zip Code:</i>	
<i>Telephone Number:</i>	
<i>Federal ID Number:</i>	
<i>Authorized Signature of Proposer:</i>	
<i>Printed Name:</i>	
<i>Title:</i>	



**THIS PROPOSAL SUBMITTED BY:**

<i>COMPANY:</i>
<i>ADDRESS:</i>
<i>CITY &amp; STATE:</i>
<i>ZIP CODE:</i>
<i>TELEPHONE:</i>
<i>DATE OF RFP:</i>
<i>FACSIMILE NUMBER:</i>
<i>E-MAIL ADDRESS:</i>
<i>FEDERAL ID NUMBER:</i>
<i>NAME &amp; TITLE PRINTED:</i>
<i>SIGNED BY:</i>

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.