



CITY OF WESTON, FLORIDA

FISCAL YEAR 2025 BANK LOANS
ISSUANCE NUMBER ONE

BID NO. 2024-12

CITY OF WESTON, FLORIDA

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FISCAL YEAR 2025 BANK LOANS
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SOLICITATION DOCUMENTS:

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NOTICE TO LENDERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida (“the CITY”) will be accepting sealed PROPOSALS for:

FISCAL YEAR 2025 BANK LOANS
ISSUANCE NUMBER ONE
BID NO. 2024-12

The City of Weston (the “CITY”) is soliciting qualified financial institutions (the “LENDER”) to extend Bank Loans to the City totaling \$10,000,000. The City is seeking to obtain the loans as a “Qualified Tax Exempt” obligation under Section 265(b)(3) of the Internal Revenue Code of 1986.

The debt-funded projects in the Capital Projects Fund are: replacement of the Fire Services tower ladder platform truck, roadway milling and resurfacing of Bonaventure Boulevard from Griffin Road to Indian Trace Road, improvements to the intersection of South Post Road and Manatee Isles Drive, and improvements to Windmill Ranch Park, collectively known as “the Projects”.

It is the City’s intent to execute an agreement with the lowest, responsive and responsible LENDER, ranked as number one by the Selection Committee, contingent on the City Commission’s approval.

The LENDERS are advised that the CITY has **NOT** authorized the use of CITY’s seal by individuals or entities responding to the CITY’s Bid, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference shall be held virtually on **October 24, 2024 at 3:00 p.m.** local time. Attendance is **NOT** mandatory. However, LENDERS planning to submit a PROPOSAL are encouraged to attend this conference. Connect to the Live Event link via Cisco Webex:

Event:	Pre-Proposal: Bid No. 2024-12, Fiscal Year 2025 Bank Loans Issuance Number One
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=m200fd5d93850f24422d90e573f84569f
	You may also connect to: www.webex.com
	<ul style="list-style-type: none"> • Click “Join a Meeting” • Enter Event/Meeting Number
Date and Time:	Thursday, October 24, 2024 at 3:00 p.m. Eastern Standard Time (New York, GMT-05:00)
Event Number:	2316 631 1090
Event Password:	Bank (2265 when dialing from a phone or video system)
Audio Conference:	To receive a call back, provide your phone number when you join the event, or call the number below and enter the access code. US Toll + 1-415-655-0001 Show all global call-in numbers. Access code: 2316 631 1090

PROPOSAL SUBMITTAL DEADLINE

Submittals shall be received by the City Clerk until **2:00 p.m., local time, on November 4, 2024** (the "Proposal Submittal Deadline") at City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Submittals received after this time shall be returned unopened. The sealed submittals will be publicly opened at the City of Weston City Hall after the Bid Submittal Deadline. Award of a PROPOSAL will be made at a City Commission meeting. The public opening of submittals may be viewed by the public via the Live Event link to Cisco Webex follows:

Event:	Opening: Bid No. 2024-12, Fiscal Year 2025 Bank Loans Issuance Number One
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=mc285b41d1adfe6e989eda612499fe182
	You may also connect to: www.webex.com <ul style="list-style-type: none"> • Click "Join a Meeting" • Enter Event/Meeting Number
Date and Time:	Monday, November 4, 2024 at 2:00 p.m. Eastern Standard Time (New York, GMT-05:00)
Event Number:	Monday, November 4, 2024
Event Password:	Bank (2265 when dialing from a phone or video system)
Audio Conference:	To receive a call back, provide your phone number when you join the event, or call the number below and enter the access code. US Toll +1-415-655-0001 Show all global call-in numbers. Access code: Monday, November 4, 2024

AVAILABILITY OF BID DOCUMENTS

Interested parties may download a copy of Bid No. 2024-12, Fiscal Year 2025 Bank Loans Issuance Number One by visiting the CITY's Procurement website at: <https://www.westonfl.org/government/procurement>. Bid documents are also available for electronic download from Demand Star at <http://www.demandstar.com>.

BID PROCEDURES

The LENDERS shall submit a PROPOSAL package containing one (1) unbound original set of completed documents in a plain sealed parcel, box or other secure packaging. Each PROPOSAL shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "PROPOSAL". The outside of the sealed package must clearly indicate the submitting **Bid No. 2024-12 for Fiscal Year 2025 Bank Loans Issuance Number One**, the LENDER'S name, address and the name, telephone number and email address of the LENDER's specific contact person.

QUESTIONS

Any questions concerning the Bid shall be submitted in writing to the **Director of Procurement, Martha Perez-Garviso at mperezgarviso@westonfl.org, with "Bid No. 2024-12 for Fiscal Year 2025 Bank Loans Issuance Number One"** in the subject line by 5:00 p.m., local time at least five business days prior to the submittal deadline.

CONE OF SILENCE

A cone of silence is imposed upon publication of this Notice to LENDERS. The cone of silence prohibits communications with the following individuals pertaining to this Bid:

Margaret Brown, Mayor
Byron L. Jaffe, Commissioner
Mary Molina-Macfie, Commissioner
_____, Commissioner; and
Henry Mead, Commissioner

Cindy Tao, Director of Accounting, Selection Committee Member;
Reddy Chitepu, Director of Public Works, Selection Committee Member;
Pamela Solomon, Assistant Director of Communications, Selection Committee Member;
Kara Petty, Director of Parks and Recreation, Alternate Selection Committee Member; and

Any member of the Protest Committee, if and when established.

The details of the CITY's Cone of Silence are set forth in Section 32.10 of the CITY Code.

The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the PROPOSALS and provide a recommendation to the City Manager.

RIGHTS RESERVED

The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:

- A. Accept or reject any or all PROPOSALS in part or in whole;
- B. Waive any informality in a PROPOSALS;
- C. Waive any deficiency or irregularity in the selection process; and
- D. Request additional information as appropriate.

The City Commission reserves the right to:

- A. Award all or a portion of the services set forth in the bid as determined to be in the best interest of the CITY;
- B. Reject any or all PROPOSALS if found by the City Commission not to be in the best interest of the CITY;
- C. Award an Agreement to one or more than one LENDER, make split or multiple awards as determined to be in the best interest of the CITY; and
- D. In the event of a sole PROPOSAL, reject the sole PROPOSAL.

Martha Perez-Garviso, Director of Procurement
City of Weston

Published: October 17, 2024

SECTION 2

INSTRUCTIONS TO LENDERS

2.1 General:

The City of Weston (the "CITY") is soliciting qualified financial institutions (the "LENDER") to extend Bank Loans to the City totaling \$10,000,000. The City is seeking to obtain the loans as a "Qualified Tax Exempt" obligation under Section 265(b)(3) of the Internal Revenue Code of 1986.

The debt-funded projects in the Capital Projects Fund are: replacement of the Fire Services tower ladder platform truck, roadway milling and resurfacing of Bonaventure Boulevard from Griffin Road to Indian Trace Road, improvements to the intersection of South Post Road and Manatee Isles Drive, and improvements to Windmill Ranch Park, collectively known as "the Projects".

It is the City's intent to execute an agreement with the lowest, responsive and responsible LENDER, ranked as number one by the Selection Committee, contingent on the City Commission's approval.

The LENDERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's Bid, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

The CITY reserves the right to reject any and all PROPOSALS, to waive any informalities or irregularities in any PROPOSAL received, to re-advertise for bids, to request clarification of information or take any other such actions that may be deemed in the best interest of the CITY.

2.2 Conditions and Limitations:

The CITY shall select the PROPOSAL or PROPOSALS that is, in its sole opinion, in the best interests of the CITY considering the interest rates, closing costs, general covenants and conditions, and prepayment features of the PROPOSAL for the aggregate of the loans described below (the "Loans") and the acceptability to the CITY of the necessary documentation. The CITY reserves the right to further negotiate the terms and conditions of any PROPOSAL. Costs associated with the preparation and submission of any PROPOSAL shall not be reimbursed.

2.3 Description of intended capital projects:

The CITY, per its Fiscal Year 2025 Adopted Budget, plans to provide certain public capital improvement purchases and projects consisting of 1) replacement of the Fire Services tower ladder platform truck (described as the "Vehicle Project Loan"); 2) Roadway milling and resurfacing of Bonaventure Boulevard from Griffin Road to Indian Trace Road and improvements to the intersection of South Post Road and Manatee Isles Drive, (described as the "Road Project Loan"); and 3) improvements to Windmill Ranch Park, (described as the "Building Project Loan"); Collectively all three (3) projects may be described as the "Projects" or "Project Loans".

Three (3) individual loans with separate terms and documentation are required, as described below. The LENDERS must submit a PROPOSAL setting forth the terms for the Project Loans.

The City intends to select the PROPOSAL containing, in its sole opinion, the best overall terms for the Project Loans considering the interest rates and costs on an aggregated prorated basis.

2.3.1 Projects:

As part of its Fiscal Year Adopted 2025 Budget, the City Commission approved the following:

1. Vehicle Project:

The purchase of one Fire Services tower ladder platform truck at the estimated cost of \$1,690,700. The 100-foot 2024/2025 model year Pierce Velocity Aerial Platform vehicle was approved for purchase via the Broward Sheriff's Office Agreement RLI no. 160161C from Ten-8 Fire and Safety, LLC.

Funding for the above project is provided for in the Capital Projects Fund with debt service being paid solely by non-ad valorem special benefit assessment revenues in the Fire Services Fund.

2. Road Project:

- i) The construction of roadway milling and resurfacing of Bonaventure Boulevard from Griffin Road to Indian Trace Road. The construction of roadway milling and resurfacing on Bonaventure Boulevard from Griffin Road to Indian Trace, approximately 3.5 center-line miles will consist of asphaltic pavement for vehicular and bicycle travel lanes and installation of new pavement markings, upgraded accessible curb ramps and sidewalk replacement; and
- ii) Improvements to the intersection of South Post Road and Manatee Isles Drive at an estimated total cost of \$2,750,000. Roadway and traffic improvements to the intersection of South Post Road and Manatee Isles Drive may include, but is not limited to, the construction of new roadway asphaltic pavement, curbing median improvements, traffic devices, pavement markings, accessible ramps, and increased turn lane capacities.

Funding for the above projects is provided for in the Capital Projects Fund with debt service being paid solely by local option gas tax revenues in the Street Maintenance Fund.

3. Building Project:

The construction of improvements to Windmill Ranch Park at the estimated cost of \$5,000,000. Located at 2902 Bonaventure Boulevard, Weston, FL 33331, the Windmill Ranch Park Improvement project is identified in the City of Weston's Park and Recreation Master Plan. Construction improvements to the park include a new restroom building, a new brick paver parking area, an upgraded covered playground, a new open play Bermuda grass playfield, a new multi-purpose court, new outdoor fitness equipment with shade covering, new walkways, as well as related drainage, landscape, irrigation, and lighting improvements.

Funding for the above projects is provided for in the Capital Projects Fund with debt service being paid solely by Business Tax Receipt revenues in the General Fund.

2.4 The Project Loans:

The aggregate principal amount of the Project Loans will not exceed \$10,000,000 and each Project Loan will be a "Qualified Tax Exempt" obligation under Section 265(b)(3) of the Internal Revenue Code of 1986.

2.4.1 The Project Loans and structure will be as follows:

- a. **Vehicle Project Loan:** Seven (7) Year Loan for financing replacement of the Fire Services tower ladder platform truck funded in the Capital Projects Fund.
- b. **Road Project Loan:** Ten (10) Year Loan for financing the roadway milling and resurfacing of Bonaventure Boulevard from Griffin Road to Indian Trace Road and improvements to the intersection of South Post Road and Manatee Isles Drive funded in the Capital Projects Fund.
- c. **Building Project Loan:** Ten (10) Year Loan for financing the improvements to Windmill Ranch Park funded in the Capital Projects Fund.

2.4.2 Security:

For the Vehicle Project Loan, a pledge of the Non-Ad Valorem Special Benefit Assessment Revenues of the CITY's Fire Services Fund (the "Pledged Funds"). The debt service coverage ratio maximum will be set at 1.2x.

For the Road Project Loan, a pledge of the Local Option Gas Tax Revenues of the CITY's Street Maintenance Fund (the "Pledged Funds"). The debt service coverage ratio maximum will be set at 1.2x.

For the Buildings Project Loan, a pledge of the Local Business Tax Receipts of the CITY's General Fund (the "Pledged Funds"). The debt service coverage ratio maximum will be set at 1.2x.

For those interested in obtaining information on the revenues being pledged, the City's Annual Operating Budgets and Annual Comprehensive Financial Reports are available for review online at the City's website at: <https://www.westonfl.org/government/finance>

2.4.3 Interest Rates:

- a. **Interest Rates.** A fixed interest rate for the term of each Loan must be provided in Exhibit B, Fee Schedule. **The rates offered in the response must be locked for 60 days. Please note it is not acceptable to lock a formula, such as "X" basis points relative to LIBOR; this requires that a fixed interest rate must be specified and locked for 60 days.**

- b. **Interest Calculation.** Interest is payable quarterly based on a 360-day year consisting of 12, 30-day months for the actual number of days elapsed.

2.4.4 Amortization:

Level year amortization amounts with quarterly principal and interest payments based upon the Loan structures as denoted in 2.4.1. In the event of prepayment of the Loan, the amortization schedule shall be recalculated to reflect the actual outstanding principal amount.

2.4.5 Draws on the Project Loans:

The CITY shall draw the total amount of the Project Loans at closing.

2.4.6 Repayment Terms:

Principal and interest on the then outstanding principal amount of the Project Loans shall be payable commencing on May 1, 2025 and shall be payable thereafter in quarterly installments of principal and interest on each May 1, August 1, November 1 and February 1. Should any payment date fall on a Saturday, Sunday, or a legal holiday, the payment shall be made on the next business day.

2.4.7 Prepayment:

The CITY shall have the option of early prepayment AFTER the Project Loans have aged for sixty (60) months without penalty in full or in part of the outstanding principal at any time and for any reason.

2.5 Additional Provisions:

2.5.1 Identify the conditions that would trigger a “gross-up” or “yield equivalency” provision.

2.5.2 Indicate the fees and expenses to be paid by the CITY, if any, other than interest on the amount outstanding on the Project Loans.

2.5.3 Describe any additional covenants that may apply to the Project Loans.

2.5.4 Describe events of default that shall apply to the Project Loans. No right of Acceleration upon Default. Sole remedy should be increased interest rate until Default is remedied.

2.5.5 The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, the Project Loans. Venue of any action relating to the Project Loans shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with the Project Loans, nor will they be required to submit to any binding arbitration. In the event of any litigation, each party shall pay its own attorneys’ fees and costs.

2.5.6 The CITY shall not be required to indemnify the LENDER for any loss, claims and expenses incurred by the LENDER arising from or relating to the CITY's actual use of the proceeds of the Project Loans, any commitment of the LENDER to the Loans or any matter relating to the documentation, including but not limited to, reasonable legal fees.

- 2.5.7 Debt service coverage ratio on the Project Loans shall be required to not exceed 1.2 times the pledged revenue.
- 2.5.8 The CITY shall be permitted to use excess pledged revenues for each of the Project Loans for any purpose of the CITY, including as a pledge to secure its obligations under instruments other than the Project Loans, provided that the CITY evidences a debt service coverage ratio on the Project Loans of not less than 1.2 times the applicable pledged revenue.

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SECTION 3
GENERAL CONDITIONS

3.1 Bid Documents

The Bid documents constitute the complete set of Bid specifications and forms. All forms and documents must be executed, sealed and submitted as provided in Section 4 of the Bid. PROPOSALS not submitted on the prescribed forms shall be rejected. By submitting a PROPOSAL, the LENDERS agree to be subject to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of a PROPOSAL to the Bid constitutes a binding offer by the LENDERS. The LENDERS' failure to comply with any provisions in the Bid may result in disqualification, at the sole discretion of the CITY.

3.2 Additional Terms and Conditions

Additional terms and conditions submitted by the LENDERS with the PROPOSAL may be evaluated or considered. Priority shall be given to PROPOSALS which contain terms and conditions which are in the best interest of the CITY as determined solely by the CITY.

3.3 Interpretations and Inquiries

The LENDERS shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY or its agent in writing prior to the Submittal Deadline.

Any questions concerning this solicitation shall be submitted in writing to Martha Perez-Garviso, Director of Procurement, at Mperezgarviso@westonfl.org with "Bid No. 2024-12 for Fiscal Year 2025 Bank Loans Issuance Number One" in the subject at least five business days prior to the submittal date.

No person is authorized to give oral interpretations of, or make oral changes to, the Bid documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the Bid documents shall be made in the form of a written addendum to the Bid document and shall be furnished by the CITY to all LENDERS who have obtained a copy the Bid. Only those interpretations of, or changes to, the Bid document that are made in writing and furnished to the LENDERS by the CITY may be relied upon.

3.4 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the loan documents, shall affect or modify any of the terms or obligations contained in such documents. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY or the LENDER.

3.5 No Contingency Fees

The LENDERS warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the LENDERS, to solicit or secure the Loan, and that they have not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the LENDERS, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the selection of the LENDERS.

3.6 Independence

On the form provided in Section 5 of the Bid, the LENDERS shall list, and describe any relationships – professional, financial or otherwise – that it may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to this Bid. Additionally, the LENDER shall give the CITY written notice of any other relationships – professional, financial or otherwise – that it enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the term of the Loan.

3.7 Disqualification

More than one PROPOSAL from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that the LENDERS are involved in more than one bid for the same work will be cause for rejection of all PROPOSALS in which such LENDERS are believed to be involved.

3.8 Assignment; Non-transferability of PROPOSAL

PROPOSALS shall not be assigned or transferred. Any LENDERS who are, or may be, purchased by or merged with any other corporate entity during any stage of the Bid process, through to and including awarding of and execution of an Agreement, are subject to having their PROPOSAL disqualified as a result of such transaction. The City Manager shall determine whether a PROPOSAL is to be disqualified in such instances.

If, at any time during the Bid process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of the LENDERS, or the sale of a controlling interest in the LENDERS, or any similar transaction, the LENDERS shall immediately disclose such information to CITY. Failure to do so may result in the PROPOSAL being disqualified, at the CITY'S sole discretion.

3.9 Compliance with Applicable Laws

The LENDERS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this bid. Lack of knowledge of applicable laws shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

3.10 Familiarity with Laws and Ordinances

The submission of response to this Bid shall be considered as a representation that the LENDERS are familiar with all applicable federal, state and local laws, ordinances, rules and regulations; and no plea of misunderstanding shall be considered on account of ignorance thereof. If the LENDERS discover any provisions in the Bid documents that are contrary to or inconsistent with any law, ordinance, or regulation, the LENDERS shall report it to the CITY in writing without delay.

3.11 Advertising

In submitting a PROPOSAL, the LENDERS agree not to use the results therefrom as a part of any Advertising or sponsored publicity without the express written approval of the City Manager or designee.

3.13 Execute Loan

The terms, conditions and provisions in the Bid shall be included and incorporated in the final Project Loans documents between the CITY and the successful LENDER(S). Any and all legal action necessary to interpret or enforce the terms of the Bid and/or the Project Loans shall be governed by the laws of Florida. The venue shall be Broward County, Florida.

3.14 Facilities

The City Manager or designee reserves the right to inspect the LENDERS' facilities at any reasonable time, during normal working hours, without prior notice to determine that the LENDERS have a bona fide place of business and are responsible LENDERS.

3.15 Withdrawal or Revision of PROPOSAL Prior to and After Opening

The LENDERS shall not withdraw, modify or correct a PROPOSAL after it has been deposited with the CITY. The withdrawal, modification or correction of a PROPOSAL after it has been deposited with the CITY shall constitute a breach by the LENDER. No LENDER may withdraw its PROPOSAL, or modify the interest rate offered, within sixty (60) calendar days after the Submittal Deadline.

3.16 CITY'S Exclusive Rights

The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:

- A. Accept or reject any or all PROPOSALS in part or in whole;
- B. Waive any informality in a PROPOSALS;
- C. Waive any deficiency or irregularity in the selection process; and
- D. Request additional information as appropriate.

The City Commission reserves the right to:

- A. Award all or a portion of the services set forth in the Bid as determined to be in the best interest of the CITY;
- B. Reject any or all PROPOSALS if found by the City Commission not to be in the best interest of the CITY;

- C. Award an Agreement to one or more than one LENDER, make split or multiple awards as determined to be in the best interest of the CITY; and
- D. In the event of a sole PROPOSAL, reject the sole PROPOSAL.

By submitting a PROPOSAL, the LENDER acknowledge and agree that no enforceable Agreement arises until the CITY signs the Agreement, that no action shall lie to require the CITY to sign such Agreement at any time, and that each LENDER waives all claims to damages, lost profits, costs, expenses, reasonable attorney fees, etc., as a result of the CITY not signing such Agreement.

3.17 Addenda

The CITY reserves the right to issue addenda. The LENDERS shall acknowledge receipt of such addenda on the form provided herein. In the event the LENDERS fail to acknowledge receipt of such addenda, the PROPOSAL shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of the PROPOSAL shall constitute acknowledgment of receipt of all addenda, whether or not received. It is the responsibility of the LENDERS to verify that all addenda issued have been received before depositing the PROPOSAL with the CITY.

3.18 Review of the Bid Documents

By the submission of a PROPOSAL, the LENDERS certify that a careful review of the Bid has taken place, and that the LENDERS are fully informed and understand the requirements of the Bid.

3.19 Adjustment/Changes/Deviations

No adjustments, changes or deviations to the Bid shall be accepted unless the conditions or specifications of the Bid expressly so provide.

3.20 Public Records

Upon award recommendation or thirty (30) days after the PROPOSAL Submittal Due Date opening, whichever is earlier, any material submitted in response to the Bid shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). The LENDER must claim the applicable exemptions to disclosure provided by law in their response to the Bid by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

IF THE LENDERS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LENDERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

3.21 Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this Bid, the LENDERS certify that they are qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Agreement.

3.22 Non-Collusion Affidavit

The PROPOSAL shall include the Non-Collusion Affidavit as set forth in the form provided in Section 5 of the Bid and as described in Section 4 of the Bid. The LENDERS' failure to include the affidavit shall result in disqualification.

3.23 Non-Mandatory Virtual Pre-proposal Conference

A. At the virtual pre-bid conference, representatives of the CITY shall be available to answer questions and explain the intent of the Bid. Questions which have been submitted in writing and received by the CITY at least five business days prior to the Proposal Submittal Deadline will also be addressed.

B. After the pre-bid conference, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal conference which relate to the interpretation of, or changes which the CITY deems appropriate for clarification.

3.24 Affirmation of Closing Date Affidavit:

The proposal shall include the Affirmation of Closing Date Affidavit as set forth in the form provided in Section 5 of the Bid and as described in Section 4 of the Bid.

3.25 Noncoercive Affidavit

In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit (Form 12), attesting that vendor does not use coercion for labor or services.

3.26 Electronic Signatures

The CITY and the LENDERS agree that the Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on the Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SECTION 4

PROPOSAL PROCESS

4.1 Preparation of PROPOSALS

No LENDERS shall take exception to the specifications herein. The LENDER taking exception to the specifications may be rejected as non-responsive.

A. PROPOSAL

The LENDERS shall submit a PROPOSAL package containing one (1) unbound original set of completed documents in a plain sealed parcel, box or other secure packaging, marked as the "PROPOSAL".

B. PROPOSAL Packaging

Each PROPOSAL shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "PROPOSAL". The outside of the sealed package shall clearly indicate the submitting "Bid No. 2024-12 for Fiscal Year 2025 Bank Issuance Number One" the LENDER's name, address and the name and telephone number of the LENDER's specific contact person. The PROPOSAL shall contain all required information, in order to be considered responsive.

C. Signatures

All required signatures shall be manual, in blue ink of an authorized representative who has the legal authority to bind the LENDERS. The PROPOSAL shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by LENDERS to any part of the PROPOSAL shall be initialed in blue ink. Failure to manually sign the appropriate the Bid forms shall disqualify the LENDER and the PROPOSAL shall not be considered.

The LENDERS' PROPOSAL shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

D. PROPOSAL Format

The PROPOSAL shall be typewritten on both sides of 8 ½ x 11-inch white paper. Pages shall be secured by staple, binding, or similar closures. The PROPOSAL shall be organized in chapters as described herein. Chapters shall be separated by a tab indicating the chapter number.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc.

Responses shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the PROPOSAL, a response such as "no response is required" or "not applicable" is acceptable.

PROPOSAL Format:

- Form 1 Statement of Organization
- Form 2 Personnel
- Form 3 Affirmation of Closing Date Affidavit
- Form 4 Non-Collusion Affidavit
- Form 5 Drug Free Workplace
- Form 6 Independence Affidavit
- Form 7 Acknowledgement of Addendum
- Form 8 Scrutinized Companies
- Form 9: E-Verify Affidavit
- Form 10: Public Entity Crimes
- Form 11: Certification to Accuracy of Proposal
- Form 12: Noncoercive Affidavit
- Exhibit B: Fee Schedule

4.2 Submittal, Receipt and Opening of PROPOSALS

- A. The PROPOSAL shall be submitted with prior notice on or before the Submittal Deadline to:
- Director of Procurement
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326
- B. The official clock at City Hall reception desk shall govern. Any PROPOSAL submitted and time stamped on or before the Proposal Submittal Deadline shall be opened publicly at City Hall.
- C. The LENDERS are reminded that it is the sole responsibility of the LENDERS to ensure that their PROPOSAL is time stamped by the CITY prior to the Proposal Submittal Deadline. PROPOSALS received after the Proposal Submittal Deadline shall be returned unopened.

4.3 Qualification Evaluation

The evaluation of each PROPOSAL and the determination of responsiveness and responsibility shall be the responsibility of the Selection Committee. Such determination shall be based on information furnished by the LENDERS, as well as other information reasonably available to the CITY.

The Selection Committee shall examine the documentation submitted in the PROPOSAL to determine the responsiveness of each LENDER. Failure to provide the required information may disqualify any such PROPOSAL as non-responsive, and such PROPOSAL may not be considered. The Selection Committee may disqualify any LENDERS that make exaggerated or false statements.

The Selection Committee may make such investigations as it deems necessary to determine the responsibility and ability of the LENDERS and the LENDERS shall furnish the CITY all such information for this purpose as the CITY may request before and during the PROPOSAL response period. The Selection Committee reserves the right to make additional inquiries, interview some or all LENDERS, make site visits, obtain credit reports, or any other action it deems necessary to fairly evaluate all LENDERS. The Selection Committee may reject a LENDER or qualify a LENDER.

4.4 Responsiveness

The factors to be considered in determining the responsiveness of each LENDER shall include but not be limited to the following:

- A. Completion, accuracy and submission of all required documentation.
- B. Compliance with all requirements of the Bid, including adherence to all Bid instructions including, but not limited to, the option of early prepayment AFTER the Project Loans have aged for sixty (60) months without penalty in full or in part of the outstanding principal at any time and for any reason.
- C. Consistency between the goods or services offered and the goods or services requested in the Bid.
- D. Accuracy of mathematical calculations.

4.5 Responsibility

The factors to be considered in determining the responsibility of each LENDER shall include but not be limited to the following:

- A. Litigation history information and findings.

4.6 Evaluation

The Selection Committee shall examine the documentation submitted in the PROPOSAL to determine the responsiveness of each PROPOSAL and the responsibility of each PROPOSAL, and from that determination make a recommendation of award to the responsive/responsible LENDER whose PROPOSAL satisfies all of the CITY's requirements as contained in Section 2.3, "The Project Loans", and Section 2.4, "Additional Provisions" within Section 2 of the Bid **AND** has the lowest aggregate cost. The PROPOSAL ranked number one shall be recommended by the Selection Committee to the City Commission for approval. Subsequently, the City Commission may ratify or alter the Selection Committee rankings.

Selection Committee Members, Director of Procurement, Financial Reviewer and the Technical Advisor shall complete and execute an independence affidavit. In the event of a tie, CITY shall break the tie by drawing lots at a publicly noticed meeting.

4.7 Protest Procedures

- A. Standing: Parties that are not actual LENDERS, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.
- B. Protest of Intent To Award: After a Notice of Intent to Award an Agreement is posted, any actual LENDERS, proposers or responder who are aggrieved in connection with the pending award of the agreement or any element of the process, including a determination that a the LENDERS, proposers or responders are non-responsible or non-responsive, may file a protest with the City Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited.
- C. Content and filing: The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the City Clerk. The official clock at the City Hall reception desk shall govern.
- D. Protest Bond: The LENDERS, proposers or responders filing a protest shall simultaneously provide a protest bond to the CITY in the amount set forth in the sealed competitive method documents. If the protest is decided in the protester's favor, the entire protest bond shall be returned to the protester. If the protest is not decided in the protester's favor, the protest bond shall be forfeited to the CITY. The protest bond shall be in the form of a cashier's check and shall be in the amount specified in the sealed competitive method documents.
- E. Protest Committee: The protest committee shall review all protests. The City Manager shall appoint the members of the protest committee. No member of the City Commission shall serve on the protest committee. Each protest committee member shall complete and execute an independence affidavit. The City Attorney or designee shall serve as counsel to the protest committee. The meeting of the protest committee shall be opened to the public and all of the actual LENDERS, responders or proposers shall be notified of the date, time and place of the meeting. If the protest committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be

taken. If the protest committee denies the protest, the protester may appeal to the City Commission. All of the actual LENDERS, responders or proposers shall have a right to be represented by an attorney at the protest committee meeting and the City Commission meeting. All of the actual LENDERS, responders or proposers shall be notified of the determination by the protest committee. The protest committee shall terminate upon the award of the contract, or such other time as determined by the City Commission.

- F. Stay of Award: In the event of a timely protest, the City Manager shall stay the award of the agreement or the sealed competitive method unless the City Manager determines that the award of the agreement without delay or the continuation of the sealed competitive method is necessary to protect any substantial interest of the CITY. The continuation of the sealed competitive method or award process under these circumstances shall not preempt or otherwise affect the protest.
- G. Appeals to City Commission: Any actual LENDERS, proposers or responders who are aggrieved by a determination of the protest committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the protest committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.
- H. Failure to file protest. Any actual LENDERS, proposers or responders that do not formally protest or appeal in accordance with this Section shall not have standing to protest the City Commission 's award.

4.8 Prohibitions

- A. Communication with the CITY staff is prohibited, unless otherwise permitted by the City Manager. The LENDERS are prohibited from communicating with any CITY staff during the selection process.

1. Cone of Silence

- a. Pursuant to Section 32.10 of the City Code, there shall be no communication related to the Bid between the LENDERS, including any lobbyist or any other Person on behalf of the LENDERS, and any member of the City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.
- b. The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.
- c. This Section shall not prohibit any person from:

1. Making public presentations to the Selection Committee or Protest Committee, or to the City Commission, during any public meeting related to the Bid;
 2. Engaging in contract negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting; or
 3. Communicating in writing with the person designated in the Bid as the contact person for clarification or information related to the Bid. The written communication, including any response thereto, shall be provided to the LENDERS that have submitted a PROPOSAL.
- d. A cone of silence shall begin when first publicly noticed and shall terminate upon execution of the Agreement, a decision by the City Commission to reject all PROPOSALS, or the taking of other action that ends this solicitation.
 - e. Any action in violation of this Section shall be cause for disqualification of that LENDER. The determination of a violation shall be made by the City Commission.

4.9 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a LENDER is ineligible to, and may not submit a PROPOSAL for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a PROPOSAL for a new contract or renewal of an existing contract:

- A. for any contract amount, if the LENDER is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- B. if \$1 million or more and the LENDER is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- C. if \$1 million or more and the LENDER is engaged in business operations in Cuba or Syria.

4.10 E-Verify Affidavit

In accordance with Section 448.095, Florida Statutes, the CITY requires all LENDERS doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the LENDERS acknowledge that they have read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and have executed the required affidavit attached hereto and incorporated herein.

4.11 Foreign Gifts and Contracts

Pursuant to Section 286.101, Florida Statutes, all LENDERS shall disclose in their response to the CITY as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any LENDER who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

4.12 Noncoercion Affidavit

In accordance with Section 787.06, Florida Statutes, the City requires all vendors executing, renewing or extending a contract with the City to execute the required City affidavit, attesting that vendor does not use coercion for labor or services.

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Sample Selection Committee Member Form

CITY OF WESTON

Bid No. 2024-12

Fiscal Year 2025 Bank Issuance Number One

Selection Committee Member

Lowest Responsive/Responsible LENDER Evaluation

	LENDER(S)			
Item	Lender 1	Lender 2	Lender 3	Lender 4
Responsive (Yes or No)				
Responsible (Yes or No)				
Order of Low Responsive & Responsible LENDER(S)				

Selection Committee Member

Signature

Date

SECTION 5

PROPOSAL FORMS

The forms located in this section of the Bid shall be included in the sealed PROPOSAL and shall be unaltered. Forms not completed in full may result in disqualification.

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COVER SHEET

City of Weston

Request for Qualifications

BID NO. 2024-12

FISCAL YEAR 2025 BANK LOANS
ISSUANCE NUMBER ONE

PROPOSAL Submitted by:

LENDER Name		
Contact Person		
Address		
City	State	Zip Code
Phone Number	Email Address	

Signature of LENDER

Date

FORM 1
LENDER'S STATEMENT OF ORGANIZATION

1. Full Name of LENDER:

2. Principal Business Address, Phone and Fax Numbers & Email Address:

3. Principal Contact Person(s):

4. Form of LENDER (Corporation, Partnership, Joint Venture, Other):

A. If a corporation, in what state incorporated: _____

B. Date Incorporated: _____

C. If a joint Venture or Partnership, date of Agreement: _____

D. Name and address of all partners (state whether general or limited partnership):

E. If other than a corporation or partnership, describe organization and name of principals.

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind LENDER.

Name

Title

6. Indicate the number of years of experience that the LENDER has in providing loans as those required by the City. _____

7. Describe the internal credit approvals and timetable that would be required to approve the loan.

8. Describe LENDER's ability to obtain all approvals necessary to facilitate a closing date of December 31, 2024, or sooner.

9. List all entities participating in this Agreement (including subcontractors if applicable):

Name

Address

Title

A. _____

B. _____

C. _____

D. _____

10. Outline specific areas of responsibility for each entity listed in Question 9.

A. _____

B. _____

C. _____

D. _____

11. County or municipal business tax receipt number (attach copies):

County: _____

Municipal: _____

12. Have you ever failed to complete any work awarded to you? Yes : _____ No: _____
If so, note when, where and why.

13. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

14. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

15. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

16. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

17. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

18. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

19. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

20. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

21. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

22. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes ___ No ___ If yes, attach a separate sheet of explanation.

23. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes ___ No ___ If yes, attach a separate sheet of explanation.

24. Within the last five years, have you, any officer or partner of your organization or the organization entered into or are currently in a contract with, or received a grant or gift from, a Foreign Country of Concern, with a value of \$50,000 or more. A "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country.

Yes _____ No _____ If yes, attach a separate sheet of explanation.

Signature

Title

Name

Date

FORM 3

AFFIRMATION OF CLOSING DATE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the LENDER that has submitted the attached Bid;

2. He/She hereby certifies and attests that the LENDER has the ability to obtain all approvals necessary to facilitate a December 31, 2024 closing date or sooner, and therefore shall close on or before December 31, 2024, subject to City Commission approval prior to December 31, 2024.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____ as _____.

(Name of person acknowledging)

(Title)

for _____.

(Company Name)

(NOTARY SEAL)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE or STAMP NAME OF NOTARY

Personally Known ____ OR Produced Identification ____
Type of identification Produced _____

FORM 4
NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She/They is _____ of _____, the LENDER that has submitted the attached PROPOSAL;
2. He/She is fully informed respecting the preparation and contents of the attached PROPOSAL and of all pertinent circumstances respecting such PROPOSAL;
3. Such PROPOSAL is genuine and is not a collusive or sham PROPOSAL;
4. Neither said LENDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other LENDER, firm or person to submit a collusive or sham PROPOSAL in connection with the Agreement for which the attached PROPOSAL has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other LENDER, firm, or person to fix the price or prices in the attached PROPOSAL, or of any other LENDER or to fix any overhead, profit or cost element of the PROPOSAL or the response of any other LENDER, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Weston, Florida, or any person interested in the proposed Agreement; and
5. The response to the attached PROPOSAL is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the LENDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 5
DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under the PROPOSAL a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under PROPOSAL, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this LENDER complies fully with the above requirements.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 6
ACKNOWLEDGMENT OF ADDENDA

The LENDER hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of this PROPOSAL. In the event the LENDER fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 7
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the LENDER that has submitted the attached PROPOSAL;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, LENDER, subconsultant, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my PROPOSAL.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 8
SCRUTINIZED COMPANIES

The undersigned LENDER in accordance with Section 287.135, Florida Statutes, hereby certifies that:

LENDER is not participating in a boycott of Israel;

LENDER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

LENDER does not have business operations in Cuba or Syria.

Signature (Blue Ink Only)

Date

Print Name

Title

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FORM 9
PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, PROPOSAL or contract No. _____

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

whose business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is: _____

4. I understand that a "public entity crime" as defined in §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 or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of 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.

FORM 9
PUBLIC ENTITY CRIMES(Continued)

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in §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 binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- a. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - b. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)
 - 1. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

FORM 9
PUBLIC ENTITY CRIMES (Continued)

2. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
3. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue Ink Only)

Date

Print Name

Title

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FORM 10
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the CITY requires all entities doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

_____ Signature (Blue Ink Only)	_____ Date
_____ Print Name	_____ Title

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FORM 11

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Nongovernment Entity name: _____ (“Vendor”)

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with the City of Weston, Florida, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signature (Blue Ink Only)

Date

Print Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____
online notarization, this _____ day of _____, 20____, by
_____ as _____.

(Name of person acknowledging)

(Title)

for _____.

(Company Name)

(NOTARY SEAL)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE or STAMP NAME OF NOTARY

Personally Known ____ OR Produced Identification ____

Type of identification Produced _____

FORM 12
CERTIFICATION TO ACCURACY OF PROPOSAL

LENDER, by executing this CERTIFICATION TO ACCURACY OF PROPOSAL Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the PROPOSAL in support of its PROPOSAL are true and accurate. **Failure by the LENDER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the PROPOSAL being deemed non-responsive and such PROPOSAL will not be considered.**

Before me, the undersigned authority, on this day personally appeared _____, who, upon being duly sworn, deposes and says:

1. I am _____ of _____, the LENDER that has submitted the attached PROPOSAL;
2. I _____ certify that I am authorized to sign this solicitation response on behalf of the LENDER as indicated in Form 1 as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the LENDER.
3. I am fully informed respecting the preparation and contents of the attached PROPOSAL and of all Forms, Affidavits and documents submitted in support of such PROPOSAL;
4. I attest that all forms, affidavits, certifications, documents, statements, oral, written or otherwise submitted in support of this PROPOSAL and included in this PROPOSAL are true and accurate;
5. No information that should have been included in such forms, affidavits, certification and documents has been omitted; and
6. No information that is included in such Forms, Affidavits or documents is false or misleading.
7. I acknowledge that untruthful and incorrect statements made in support of the Vendor's response may be used by the City as a basis for rejection, rescission of the award, or termination of the Agreement, and that the City's rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 12
CERTIFICATION TO ACCURACY OF PROPOSAL
(Continued)

I understand that I am swearing or affirming under oath to the truthfulness of the matters set forth above and that the intentional making of a false statement under oath constitutes perjury under Florida law.

_____	_____
Signature (Blue Ink Only)	Date
_____	_____
Print Name	Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____
online notarization, this _____ day of _____, 20____, by
_____ as _____.
(Name of person acknowledging) *(Title)*

for _____.
(Company Name)

(NOTARY SEAL)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE or STAMP NAME OF NOTARY

Personally Known ____ OR Produced Identification ____
Type of identification Produced _____

FORM 13

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2024-141**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AUTHORIZING THE CITY MANAGER TO SEEK LOAN PROPOSALS DURING CALENDAR YEAR 2024 TO BORROW FUNDS IN AN AMOUNT NOT TO EXCEED \$10,000,000 TO FUND DEBT-FUNDED CAPITAL PROJECTS IN THE FISCAL YEAR 2025 ADOPTED BUDGET.

WHEREAS, First, on September 30, 2024 the City Commission adopted the Fiscal Year 2025 Adopted Budget; and

WHEREAS, Second, the Fiscal Year 2025 Adopted Budget includes projects budgeted in the Capital Projects Fund which are intended to be funded with debt proceeds; and

WHEREAS, Third, the debt-funded projects in the Capital Projects Fund are: replacement of the Fire Services tower ladder platform truck, roadway milling and resurfacing of Bonaventure Boulevard from Griffin Road to Indian Trace Road, improvements to the intersection of South Post Road and Manatee Isles Drive, and improvements to Windmill Ranch Park, collectively known as "the Projects;" and

WHEREAS, Fourth, the City Commission desires to finance the Projects via borrowed funds which have been provided for in the Fiscal Year 2025 Adopted Budget; and

WHEREAS, Fifth, the City Commission wishes to authorize the City Manager to seek loan proposals during Calendar Year 2024 to borrow funds in an amount not to exceed \$10,000,000.00, inclusive of principal and costs, for a term of ten years, except for the Fire Services tower ladder platform truck which will be financed for a term of seven years, to finance the Projects in Fiscal Year 2025; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

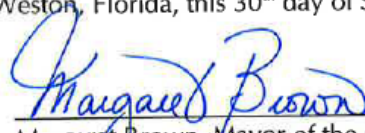
Section 2: The City Manager is hereby authorized to seek loan proposals during Calendar Year 2024 to borrow funds in an amount not to exceed \$10,000,000.00, inclusive of principal and costs, for a term of ten years, except for the Fire Services tower ladder platform truck which will be financed for a term of seven years, to finance the Projects in Fiscal Year 2025.

Section 3: The appropriate City officials are authorized to execute all necessary documents to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AUTHORIZING THE CITY MANAGER TO SEEK LOAN PROPOSALS DURING CALENDAR YEAR 2024 TO BORROW FUNDS IN AN AMOUNT NOT TO EXCEED \$10,000,000 TO FUND DEBT-FUNDED CAPITAL PROJECTS IN THE FISCAL YEAR 2025 ADOPTED BUDGET.

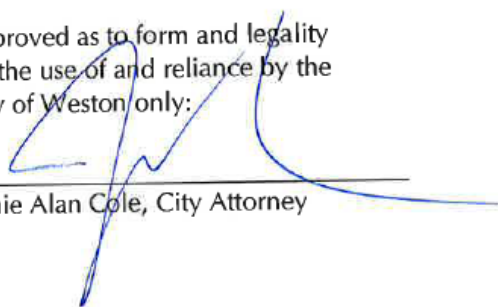
ADOPTED by the City Commission of the City of Weston, Florida, this 30th day of September 2024.


Margaret Brown, Mayor of the City of Weston

ATTEST:


Patricia A. Bates, MMC, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:


Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>

EXHIBIT B
FEE SCHEDULE

FISCAL YEAR 2025 BANK LOANS ISSUANCE NUMBER ONE A fixed interest rate for the term for the Project Loans must be provided below. The rate offered in the response must be locked for 60 days.		
Item	Description	Interest Rate
1.	Vehicle Project Loan: Seven (7) Year Loan for financing replacement of the Fire Services tower ladder platform truck.	_____ %
2.	Road Project Loan: Ten (10) Year Loan for financing the roadway milling and resurfacing of Bonaventure Boulevard from Griffin Road to Indian Trace Road and improvements to the intersection of South Post Road and Manatee Isles Drive.	_____ %
3.	Building Project Loan: Ten (10) Year Loan for financing the improvements to Windmill Ranch Park.	_____ %

NOTE: Refer to Section 2.4.3, Interest Rate for details.