

**Request for Proposal  
RFP# 2020-030  
MUNICIPAL VEHICLE LEASE-PURCHASE**

**The City of Lauderhill  
For  
FINANCE DEPARTMENT**



**City of Lauderhill**

**Issued for the  
Finance Department**

**[purchasing@lauderhill-fl.gov](mailto:purchasing@lauderhill-fl.gov)**

**Visit us on the web at**

**[www.lauderhill-fl.gov](http://www.lauderhill-fl.gov)**

**Advertise Dates: June 10, 2020 & June 17, 2020**

**Opens: July 6, 2020**

**Date Issued  
June 10, 2020**

## **REQUEST FOR PROPOSAL**

NOTICE IS HEREBY GIVEN that the CITY OF LAUDERHILL is seeking sealed proposals for the following work as specified:

### **REQUEST FOR PROPOSAL #: 2020-030 MUNICIPAL VEHICLE LEASE-PURCHASE**

The City of Lauderhill (the "City") will be accepting sealed bids up to 10:45 A.M. EST, on July 6, 2020 in the City Clerk's Office, 5581 West Oakland Boulevard, Suite 421, Lauderhill, Florida 33313 and will be opened at 11:00 A.M. in Room 401. **Proposals received after 10:45 A.M. will not be considered and will be returned unopened.**

The City is seeking proposals from qualified firms interested in providing lease-purchase financing on a tax-exempt, subject to annual appropriation basis (the "Financing") to pay certain costs to acquire and equip certain vehicles to be used by various City Departments and municipal purposes and which are or will be included in the City's five-year adopted capital improvement plan, as adopted and amended from time to time, and its annual budgets, and not otherwise funded from enterprise fund monies available for that purpose (collectively, the "Vehicles") and to pay costs of interest associated with such Financing and, if determined to be appropriate as provided for herein, to capitalize interest on such Financing (collectively, the "Project"). The Project may also include all costs associated with acquiring and equipping the Vehicles for their intended use, including, without limitation, vehicle graphics and emergency lighting, and reimbursement of costs incurred in connection with the Project prior to the date proceeds of the Financing are available to pay such costs.

One (1) original, three (3) copies, and one (1) electronic media file of the proposal must be received in sealed envelopes bearing the words "**Bid Number 2020-030 MUNICIPAL VEHICLE LEASE-PURCHASE**" and should be hand-delivered or mailed to the City Clerk, City of Lauderhill, 5581 West Oakland Park Boulevard, Suite 421, Lauderhill, Florida 33313. **E-mailed and faxed proposals will not be accepted.**

All proposers must register online with the City of Lauderhill. The direct link is: <http://www.lauderhill-fl.gov> .

Proposals may be examined and obtained on and after June 10, 2020 at the City's website and DemandStar.

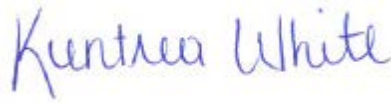
Responsible questions regarding this Request for Proposal offering may be directed to the following key personnel: [purchasing@lauderhill-fl.gov](mailto:purchasing@lauderhill-fl.gov). The last date for questions pertaining to this proposal is 10 days before due date. Questions after this date will not be answered.

The Public Entity Crimes Affidavit must be completed in its entirety and submitted as part of the proposal.

The City Commission of the City of Lauderhill reserves the right to reject any and all proposals, to

waive any and all informalities or irregularities and to accept or reject all or any part of any proposal as they may deem to be in the interest of the citizens of the City of Lauderhill. **"The winning participant is required to enter into a contract with the City of Lauderhill."**

CITY OF LAUDERHILL, FLORIDA



---

**Kentrea White**  
Purchasing Division

Advertising Dates: June 10, 2020 & June 17, 2020

## **Table of Contents**

<b>Item</b>	<b>Description</b>	<b>Page No.</b>
SECTION 1	INSTRUCTIONS TO PROPOSERS	5
1.1	Definitions	5
1.2	Scope of Service	6
1.3	Qualifications	9
1.4	Term of Contract	9
1.5	Local Vendor Preference	9
1.6	Required Proposal Submittal Information	10
1.7	Inquiries	10
1.8	Insurance	11
1.9	Evaluation/Selection Process	13
1.10	Rejection Criteria	14
1.11	Hold Harmless	14
1.12	Retention of Records and Right to Access	14
1.13	Communication	15
1.14	No Discrimination	15
1.15	Independent Contractor	15
1.16	Staff Access	15
1.17	Contract Terms	15
1.18	Waiver	15
1.19	Survivorship Rights	16
1.20	Termination	16
1.21	Manner of Performance	16
1.22	Acceptance Period	16
1.23	Request for Proposal Conditions and Provisions	16
1.24	Standard Provisions	17
1.25	Questions and Communications	19
1.26	Addenda	19
SECTION 2	SUBMITTAL PACKAGE	20
	ATTACHMENTS	
A	Proposers Qualifications Statement	22
B	Non-Collusive Affidavit	25
C	Confirmation of Drug-Free Workplace	26
D	Certified Resolution	27
E	Acknowledgement of Addendum	29
F	Statement of Non-Participation	30
G	Investor Letter	31
H	Public Entity Crimes Form	34

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

### 1.1 **DEFINITIONS**

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows, in addition to terms defined elsewhere herein:

**City:** The City of Lauderhill, Florida.

**Contract:** The written agreement for performance of the Scope of Work entered into between the City and the successful Proposer.

**Contract Administrator:** The Purchasing and Contracts Manager, or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.

**Evaluation/Selection committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.

**Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Bidder.

**Proposal:** shall refer to any term used interchangeably with Bid while retaining the same meaning.

**Purchasing Office:** The Purchasing Division of the Finance Department of the City of Lauderhill.

**“Proposer”, “Bidder”, “Contractor”, or “Successful Proposer” or “Consultant”:** The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.

**Qualifications/Proposal, Proposals,** shall refer to any Offer(s) submitted in response to this Request for Proposal.

**Request for Proposal, “RFP”, or Proposal:** This Request for Proposal including all Exhibits and Attachments as approved by the City, and addendums or change orders issued by the Purchasing Division. Terms used interchangeably in this Request for Proposal while retaining the same meaning.

**Subcontractor/ Sub consultant:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

**Work, Services, Program, Project, or Engagement:** All matters that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

## 1.2 **SCOPE OF SERVICES**

### OVERVIEW

#### General

The City is currently seeking alternative ways of procuring vehicles. Methods under consideration include lease to own; multi-year leasing (open or closed-end); lease buy-back; outright purchase; simple interest or pre-computed loan financing or a combination thereof.

Through this Request for Proposal, the City is seeking lease-purchase financing on a tax-exempt, subject to annual appropriation basis (the "Financing") to pay certain costs to acquire and equip certain vehicles to be used by various City Departments and municipal purposes and which are or will be included in the City's five-year adopted capital improvement plan, as adopted and amended from time to time, and its Fiscal Year 2017-2018 and Fiscal Year 2018-2019 annual budgets, and not otherwise funded from enterprise fund monies available for that purpose (collectively, the "Vehicles") and to pay costs of interest associated with such Financing and, if determined to be appropriate as provided for herein, to capitalize interest on such Financing (collectively, the "Project"). The Project may also include all costs associated with acquiring and equipping the Vehicles for their intended use, including, without limitation, vehicle graphics and emergency lighting, and reimbursement of costs incurred in connection with the Project prior to the date proceeds of the Financing are available to pay such costs.

The City of Lauderhill's Audited Financial Statements for FY 2018 can be found at the following link: <http://www.lauderhill-fl.gov/departments/finance-dartment/accounting>.

This Request for Proposal establishes a general scope and terms of service that should form the basis of each proposal.

#### Financing Details

##### Proposer

The City anticipates entering into a master lease purchase agreement (the "Master Lease Purchase Agreement") with the successful Proposer, as lessor, to provide for the lease-purchase financing of the Project by the City and one or more lease schedules to the Master Lease Purchase Agreement to reflect, among other matters, the schedule of rent payments to be made by the City relating to the Project (each, a "Lease Schedule" and, together with the Lease-Purchase Agreement, the "Lease"). The specific Vehicles to be subject to the Lease will be determined as provided for herein. The original term of each Lease will commence on the date of execution of the Lease and shall extend to the last day of the fiscal year of the City in which such commencement date occurs (the "Original Term"). The City shall have the option to renew the Original Term for successive twelve month periods (each, a "Renewal Term"). Each Renewal Term shall be twelve months, shall correspond to the City's fiscal year and shall commence on the first day following the last day of the Original Term or the preceding Renewal Term, as the case may be; provided, that the last scheduled Renewal Term shall be such lesser number of months

as may be necessary to cause the then-current Renewal Term to expire on the date that the last rent payment stated in the Lease Schedule is due and payable. The Original Term and each Renewal Term may be renewed for a succeeding Renewal Term, but only if the City gives notice of its intent to renew the Lease for the applicable Renewal Term as provided in the Lease. All amounts payable by the City in connection with the Lease, including all rent payments due under the Lease, shall be payable solely from unpledged and legally available funds appropriated for such purpose by the City and it will not be necessary nor has there been authorized the levy of taxes on any property in the City to pay for same, and the full faith and credit of the City is not pledged for payment of such sums.

The specific Vehicles to be subject to the Lease shall be determined by the City Manager prior to the execution and delivery of the Lease and shall be described in the Lease. The City Manager, in consultation with the City's co-bond counsel and financial advisor may also determine to include capitalized interest as part of the Project, which determination shall be evidenced in the final form of the Lease. It is currently anticipated, although not required, that all of the Vehicles to be subject to the Lease shall be described in a lease schedule to be executed and delivered at the time the Master Lease Purchase Agreement is executed and delivered.

Notwithstanding anything to the contrary herein, the final details of the Lease must evidence compliance with the following: (i) the aggregate principal amount of the basic rent payments payable during the Original Term and any Renewal Term shall not exceed \$10,000,000; (ii) the fixed interest rate per annum (the "Interest Rate") with respect to the Lease shall be determined on a 30/360 basis prior to the execution and delivery of the Lease, based on the formula set forth in the successful Proposer's response (see, as shall be described in the Lease, but in no event shall such Interest Rate per annum be in excess of the maximum rate permitted by applicable law; (iii) the rent payments due under the Lease may be prepaid by the City at any time prior to the expiration of the Original Term and any Renewal Term, without penalty or premium; and (iv) the first payment due under any Lease will be no earlier than July 1, 2020 and the latest date on which the last Renewal Term, if any, of the Lease expires may not be later than May 30, 2030 (the foregoing being referred to collectively as the "Parameters").

The successful Proposer shall be required to provide the City with a letter substantially in the form of Attachment F at the time the Master-Lease Purchase Agreement is executed and a disclosure and truth-in bonding statement in accordance with applicable Florida Statutes.

Legal Documentation: The City's co-bond counsel will prepare the authorizing ordinances and all other documentation relating to the Lease. The City's co-bond counsel will also render their approving legal opinions in regard to the tax-exempt status of the Lease.

#### Special Conditions

The Proposer must be able to close and fund the Financing within 60 days of award and must agree to hold their proposed interest rate constant from the due date to the closing date.

Funds are to be borrowed subject to the provisions of Florida Statutes. The City also reserves the right to draw down funds in whole or in part as needed. Proposer

- i. The City is exempt from documentary stamps and intangible tax;
- ii. The Financing is subject to the Parameters;
- iii. Proposals must include a formula for determining the Interest Rate per annum, including any gross up for a determination of taxability, and all costs, including any fees or expenses of the Proposer and a cap on any counsel's legal fees and expenses of the Proposer, if any;
- iv. If the Proposer requires use of its proprietary lease-purchase contract, the Proposer must convey a sample of such contract;
- v. The City reserves the right to waive minor formalities in any proposal and to accept any proposal which they consider to be in the best public interest and to reject any part or, or any and all proposals. The bid will be awarded to the lowest cost and best respondent in the opinion of the City. The City's decision shall be final and conclusive;
- vi. The Proposer shall also be required to furnish the City with Non-Collusion Disclosure letter satisfying the requirements of Section 218.385(1), Florida Statute;
- vii. The Proposer shall include a non-appropriation of funds clause in the lease purchase financing agreement;
- viii. The City cannot accept provisions that are legally problematic under Federal or Florida Law, nor any provisions that could impact holders of the City's other debt. Such provisions include, but are not limited to, acceleration of principal, cross-default, and yield maintenance provisions that are unlimited in scope and/or linked to factors outside the control of the City; and
- ix. With the consent and agreement of the Proposer, purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.; and
- x. The City will file information regarding the Lease pursuant to its prior Continuing Disclosure undertaking (s) under SEC Rule 15c2-12 (which may include filing entire lease on EMMA)

The City reserves the right to negotiate all terms and conditions as part of its evaluation.

### **1.3 QUALIFICATIONS**



Proposals will be considered from qualified firms or individuals whose experience includes successful work in similar projects. In addition, the firm must have a sufficient number of qualified staff in applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

#### **1.4 TERM OF CONTRACT**

Failure to meet or satisfy deadline requirements shall result in termination of any future obligations of the City to the firm.

#### **1.5 LOCAL VENDOR PREFERENCE**

The City of Lauderdale Commission has established a Local Vendor Preference to facilitate local business participating in the bidding process. The City is strongly committed to ensuring the participation of its local vendors as contractors for the procurement of goods and services.

To qualify as a local vendor, an eligible proposer must satisfy the following criteria:

1. Verify that its principal place of business is located in Lauderdale and hold a valid city business license for at least one (1) year prior to the date of application to;
2. Verify that the majority of its full-time employees, chief officers and managers have regular conducted work an business in the city for at least one (1) year;
3. Verify that the business and/or residence has not has a history of nonperformance, delinquent fees, liens, or code violations; and
4. Submit a community benefit plan for capital construction projects as a part of the local vendor's responsive documents.

The City has sole discretion in determining whether a business meets the criteria to qualify for a local business preference and reserves the right to evoke this preference at any time if the City determines the business no longer meets the criteria.

Proposers are encouraged to participate in the City of Lauderdale's Local Vendor Preference Program by including a listing of the local business that will be used on the contract.

#### **1.6 REQUIRED PROPOSAL SUBMITTAL INFORMATION**

##### **Submittal Format Requirements:**

Submit one (1) original, three (3) bound copies, and one (1) electronic media file of the proposal. All copies will be 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

##### **Submittal Information:**

Proposer shall submit copies of the Proposal in a sealed envelope, each identified as follows:

Proposer's/Firm Name:  
Request for Proposal No.: 2020-030  
RFP Name: Municipal Vehicle Lease/Purchase  
Due Date/Time: July 6, 2020 at 10:45 am

Responses to the RFP must be signed in ink by an authorized office of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered by the City as constituting an Offer by the Proposer to perform the required services.

**Information to be included in proposal:**

In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified in Section 2 – Submittal Package of this RFP, with tabs or divider between sections.

**1.7 INQUIRIES**

Inquiries concerning Proposal Submittal should be made in writing and directed as follows:

City of Lauderhill – Purchasing Division  
5581 West Oakland Park Blvd.  
Lauderhill, FL 33313  
Email: [Purchasing@lauderhill-fl.gov](mailto:Purchasing@lauderhill-fl.gov)  
Website: [www.lauderhill-fl.gov](http://www.lauderhill-fl.gov)

Solicitation documents shall be obtained by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or toll-free: 1-800-711-1712.

Contact with personnel of the City of Lauderhill other than the purchasing manager or designated representative regarding this Request for Proposal may be grounds for elimination from the selection process.

**1.8 INSURANCE**

Proposer shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions have been received and approved in writing by the City's Risk Manager. If you are responding to a proposal and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division at 954-730-3044 or via email: [purchasing@lauderhill-fl.gov](mailto:purchasing@lauderhill-fl.gov). If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

Proposer is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of this Agreement, City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. City reserves the right, but not

the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as City's review or acceptance of insurance maintained by Proposer, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Proposer under this Agreement.

Throughout the term of this Agreement, Proposer and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect the following coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statue, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to the performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Lauderhill as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
- 2) Such Liability insurance shall include the following types of insurance and indicated minimum policy limits:

Limits of Liability

<u>Line of Business/Coverage</u>	<u>Occurrence</u>	<u>Aggregate</u>
Commercial General Liability Including: Premises Operations Contractual Liability Personal Injury Explosion, Collapse, Underground Hazard Products Completed Operations Broad Form Property Damage Cross Liability and Severability of Interest Clause	<b>\$500,000</b>	<b>\$500,000</b>
Automobile Liability	<b>\$500,000</b>	<b>\$500,000</b>

Worker's Compensation &  
Employer's Statutory Liability

- 3) If Professional Liability insurance is required, Contractor agrees to provide the city with evidence of Professional Liability insurance with, at a minimum, a limit of \$2,000,000 per occurrence and in the aggregate. In addition, the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations. "Claims-Made" forms are acceptable for Professional Liability insurance.
- C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
- D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
- 1) Certificates of Insurance evidencing the required coverage;
  - 2) Names and addresses of companies providing coverage;
  - 3) Effective and expiration dates of policies; and
  - 4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY. CONTRACTOR will give the CITY ten (10) days' notice for non-payment of premium.
- F. Waiver or Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, the CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such as agreement on a pre-loss basis.

The successful proposer shall furnish the City the certification of proof of insurance naming the City as an "additional insured" for General Liability as required by the provisions set forth above, within (10) days after notification of award of contract. Certificate holder should be addressed as follows:

City of Lauderhill  
Finance Department  
5581 West Oakland Park Blvd., Suite 230  
Lauderhill, FL 33313

## **1.9 EVALUATION/SELECTION PROCEDURES**

### **Evaluation Criteria**

The Lease Program will be awarded to the firm whose proposal is judged by the City of Lauderhill to be in its best interests, and whose proposal most closely satisfies the overall project specifications as well as other factors including, but not limited to:

<b>CRITERIA</b>	<b>POINT RANGE</b>
Quality of response	0 – 10
Services to be provided meet City Request	0 – 20
Qualifications of the Proposer/ Expertise	0 – 20
References and Cost (Rate)	0 – 30
Preference to Firms that Provided Prior Lease Instruments	0 - 20
Total:	Up to 100

### **Selection Procedures**

A Selection Committee appointed by the City Manager will be responsible for selecting the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

The firms may be asked to make a presentation of its qualifications and methodology to staff and/or the City Commission.

The City reserves the right to award to one proposer, to split the award among multiple proposers or to not award.

No award with respect hereto shall be deemed final and all such awards shall be deemed conditional, unless and until the parties shall have fully executed the agreement(s) contemplated herein, and a fully executed agreement has been returned to the Proposer by the City. The City reserves the right to revoke any award made hereunder, without penalty, premium, or obligation, at any time prior to the delivery of the fully executed agreement(s) to the Proposer, notwithstanding that an award may have been published. No Proposer shall be entitled to rely on any announcement of awards, and the City shall in no way be estopped in the revocation of an award previously granted.

#### **1.10 REJECTION CRITERIA**

Your proposal shall be considered non-responsive if any of the following criteria exist (this list is not all-inclusive):

1. All questions and instructions, including the questions in the Qualifications Package, have not been properly completed;
2. The instructions, order, and matrixes in the Proposal Package have not been properly followed;
3. The RFP response Package is found to have concealed or contained false and/or misleading information;
4. The City did not receive the RFP Package prior to the submittal deadline;
5. Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certification of Status for your firm.**
6. Executed Non-Collusive and/or Drug-Free Workplace Affidavits are not submitted with response.
7. The Proposal signature page and certification is not properly executed.

#### **1.11 HOLD HARMLESS AND INDEMNIFICATION**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expenses arising out of any act, action, neglect, or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

#### **1.12 RETENTION OF RECORDS AND RIGHT TO ACCESS**

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Comptroller. The selected firm must comply with the Comptroller's recommendations for changes, additions, or deletions. The City's Comptroller must be permitted during normal business hours to audit and examine the books of account, report, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

#### **1.13 COMMUNICATIONS**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussion with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**1.14 NO DISCRIMINATION**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**1.15 INDEPENDENT CONTRACTOR**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**1.16 STAFF ASSIGNMENT**

The City of Lauderhill reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**1.17 CONTRACT TERMS**

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by City of Lauderhill Attorney.

If the City of Lauderhill defends any claim, demand cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, whether directly or indirectly, contractor agrees to reimburse the City of Lauderhill for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**1.18 WAIVER**

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be changed with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provision of this paragraph may not be waived except by a duly executed writing.

**1.19 SURVIVORSHIP RIGHTS**

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**1.20 TERMINATION**

The contract resulting from this RFP may be terminated by the City of Lauderhill without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP or a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**1.21 MANNER OF PERFORMANCE**

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Lauderhill with all documentation, certification authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**1.22 ACCEPTANCE PERIOD**

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**1.23 REQUEST FOR PROPOSAL CONDITIONS AND PROVISIONS**

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alterations, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interest of the City to do so.



The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

#### **1.24 STANDARD PROVISIONS**

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. License

In order to perform public work, the successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor's and Business Licenses if required by the State Statues or local ordinances.

c. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statue, 287.087.

e. Public Entity Crimes

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

f. Patent Fees, Royalties, and Licenses

If the selected Proposer require or desires to use any deign, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his/her surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may

be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, count, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

h. Familiarity with Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

i. Withdrawal of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the Purchasing Division, 5581 West Oakland Park Boulevard, Lauderhill, FL 33313.

j. Composition of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Invoicing/Payment

All invoices should be sent to City of Lauderhill, Accounts Payable, 5581 West Oakland Park Boulevard, Lauderhill, FL 33313. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

1. The City of Lauderhill is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statute, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt for public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to the City, at no costs, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored

electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

#### **1.25 QUESTIONS AND COMMUNICATION**

All questions regarding the RFP are to be submitted in writing to the Purchasing Division, 5581 West Oakland Park Boulevard, Lauderdale, FL 33313, email: [purchasing@lauderdale-fl.gov](mailto:purchasing@lauderdale-fl.gov), or phone (954) 730-3044. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least ten (10) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

#### **1.26 ADDENDA**

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Division at (954) 730-3044 to determine if addenda were issued and to make such addenda a part of their proposal.

(The remainder of this page is left blank intentionally.)

## **SECTION 2 - SUBMITTAL PACKAGE**

Submit this portion of the Invitation to Bid as your firm's Proposal. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to consider your firm, as evaluation will be based on the information supplied below along with any other information required by the City.

### **PAGE 1**

#### **Title Page:**

Show the project name and number, the name of the Proposer's firm, address, telephone number, and name of contact person and the date.

### **PAGE 2**

#### **Table of Contents:**

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

### **TAB #1**

#### **Proposer's Qualification Statement (Attachment "A")**

### **TAB #2**

#### **Statement of Capabilities:**

Provide a statement that addresses why the specific Proposer would be in the best posture to deliver the required services. (Limit to one (1) page)

### **TAB #3**

#### **Proposal:**

Submit a response to the following items with a total limit of twenty (20 pages) for this section.

3.1 – Affirmation statement no acceleration is required for this financing.

3.2 – Affirmation that lease payments will be paid solely based upon annual appropriations by the City. If during the term of the Lease, sufficient funds are not appropriated to make the lease payments it should be deemed that the lease was not renewed for the following fiscal year. The Lease shall be deemed terminated and the City will return the equipment/vehicles and title to lessee.

3.3 – Affirmation statement that the bid is based upon tax-exempt status and the Parameters set forth herein, including those relating to prepayment.

3.4 – Affirmation statement that no reserve requirement or other restrictions to revenues to maintain minimum balances in any bank account will be required.

3.5 – Provide a listing of all conditions, covenants, terms or restrictions required.

3.6 – Provide Proposer's Counsel contact information and capped fee.

3.7 – Provide details on formula relating to fixed rate including timing required prior to Closing for setting rate and website used for set rate

Example 10 Year Treasury rate plus 15 bps as per  
<https://www.treasury.gov>

3.8 Specify formula for determining the Interest Rate per annum, including any gross up for a determination of taxability, and all costs, including any fees or expenses of the Proposer and a cap on any counsel's legal fees and expenses of the Proposer, if any

**TAB #4**

**Specific Related Experience of the Firm:**

List the five (5) contracts held comparable to this specific project and related experience accomplished by the proposers firm.

**TAB #5**

**Fees and Costs:**

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services.

**TAB #6**

**Schedule:**

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

**TAB #7**

**References:**

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

**TAB #8**

**Litigation:**

Disclose any litigation within the past five (5) years arising out your firm's performance.

**TAB #9**

**Insertions**

Non-Collusive Affidavit (Attachment "B")  
Confirmation of Drug-Free Workplace (Attachment "C")  
Signature Page (Attachment "D")  
Acknowledgement of Addendums (Attachment "E")  
Certification of Insurance and Licenses  
Statement of Non-Participation (Attachment "F")  
Form of Investor Letter (Attachment "G")  
Public Crimes Entity Form (Attached "H")

**ATTACHMENT "A"**  
**PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

---

---

---

Contact Person's Name and Title: \_\_\_\_\_

PROPOSER'S Telephone and Fax Number: \_\_\_\_\_

PROPOSER'S License Number: \_\_\_\_\_

(Please attach certificate of competency and/or state registration.)

PROPOSER'S Federal Identification Number: \_\_\_\_\_

Number of years your organization has been in business, in this type of work: \_\_\_\_\_

Names and titles of all officers, partners or individuals doing business under trade name:

---

---

---

The business is a:      Sole Proprietorship ☐                      Partnership ☐  
                                 Corporation ☐

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

---

---

---

Have you ever failed to complete work awarded to you. If so, when, where and why?

---

---

---

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

---

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

---

---

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

---

---

---

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

---

---

---

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

---

---

---

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

---

---

---

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

---

---

---

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

---

By \_\_\_\_\_  
(Signature)



ATTACHMENT "B"

**NON-COLLUSIVE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and says that:

BIDDER is the \_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires: \_\_\_\_\_

ATTACHMENT "C"

**CONFIRMATION OF DRUG-FREE WORKPLACE**

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, 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 prohibitions.
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 commodities or Contractual services that are under Bid 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 commodities or Contractual services that are under bid, 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 the 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.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

---

Vendor's Signature

ATTACHMENT "D"

**CERTIFIED RESOLUTION**

I, \_\_\_\_\_, the duly elected Secretary  
(Person's name)

of \_\_\_\_\_, a corporation organized and  
(Business Name)

existing under the laws of the State of \_\_\_\_\_,

do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT \_\_\_\_\_"  
(Person's name)

The duly elected \_\_\_\_\_ of \_\_\_\_\_  
(Title of Officer) (Business Name)

is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Lauderhill and such other instruments in writing as may be necessary of behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Lauderhill shall be duly protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised revoked or rescinded.

I further certify that the following are the name, titles, and official signatures of those persons authorized to act by the foregoing resolution:

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

(SEAL)

\_\_\_\_\_  
Corporate Title

**NOTE:**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Lauderhill that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so, on its behalf.

ATTACHMENT "E"

**ACKNOWLEDGEMENT OF ADDENDUM**

**BID NO.:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. \_\_\_\_\_ -Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ -Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ -Dated \_\_\_\_\_

---

Name of Vendor's Service Contact: \_\_\_\_\_

Address: \_\_\_\_\_

---

Signature\_\_\_\_\_ Date\_\_\_\_\_

**This page must be submitted with BID. Failure to provide the requested documents may result in your proposal being deemed Non-Responsive.**

ATTACHMENT "F"

**STATEMENT OF NON- PARTICIPATION  
PROPOSAL NO.: RFP 2020-030**

**MUNICIPAL VEHICLE LEASE-PURCHASE**

Note: If you do not intend to submit a bid /proposal on this item/service, complete this form and mail to:

Purchasing Division  
City of Lauderhill  
5581 W. Oakland Park Blvd. Suite 230  
Lauderhill, FL. 33313

Please indicate the Proposal number and title of the Proposal on the outside of the envelope.

We/I do not wish to participate in this proposal for the following reason:

- ☐ Specifications proprietary
- ☐ Cannot supply at this time
- ☐ We do not carry this item
- ☐ We do not provide this service
- ☐ Unable to meet specifications
- ☐ Unable to meet Bond requirements
- ☐ Other

Please keep us on your bid list for future projects \_\_\_\_\_yes \_\_\_\_\_no

Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

ATTACHMENT "G"

**Form of Investor Letter**

City Commission

City of Lauderhill, Florida

Re: Lease-Purchase Financing

Ladies and Gentlemen:

This letter is being provided in connection with the lease-purchase financing described in Ordinance No. \_\_\_\_\_ (the "Ordinance") enacted by the City of Lauderhill, Florida (the "City"). All capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Ordinance. The undersigned is serving as lessor under the Lease (the "Lessor").

1. We are engaged in the business of serving as lessor under lease-purchase financing arrangements such as that evidenced by the Lease and providing financing pursuant to leases such as the Lease.

2. We are acting as lessor under the Lease and are making financing available pursuant to the Lease for our own account and not for resale or other distribution of the Lease to the public and we do not intend to syndicate the Lease or the financing evidenced thereby. We are not acting as an Underwriter (as hereinafter defined) with respect to the Lease and we are not acting as a broker or other intermediary in connection with the Lease. We have no present intention to participate, sell, reoffer, or otherwise dispose of our interest in the Lease. However, our rights and obligations under the Lease may be transferred or assigned in whole, but not in part, to another "Permitted Lessor," with the City's consent. "Permitted Lessor" means a qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes and the Securities Act of 1933, as amended, that delivers to the City an investor letter in form and substance identical to this letter. We will take no action to cause the Lease to be characterized as a security for purposes of the Federal or State securities laws. We further acknowledge that a filing will be made with respect to the Lease with the Electronic Municipal Markets Access website of the Municipal Securities Rulemaking Board, no CUSIP number will be obtained with respect to the Lease, and no credit rating or credit enhancements will be obtained with respect to the Lease.

3. We are a qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes and the Securities Act of 1933, as amended, and an "accredited investor" as that term is defined in Regulation D as promulgated by the Securities and Exchange Commission

under the Securities Act of 1933, as amended (the “1933 Act”), and we have sufficient knowledge and experience in financial and business matters, including the purchase and ownership of taxable and tax-exempt obligations, to be capable of evaluating the merits and risks of the Lease. We are not funding the Lease 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.

4. We are able to bear the economic risk of the Lease.

5. We acknowledge that the Lease and the City’s obligations with respect thereto do not represent a general obligation of the City, Broward County, Florida, the State or any political subdivision thereof and are not payable from taxes or any moneys provided by or to the City, other than those described in the Lease, and we further acknowledge that no covenant, stipulation, obligation or agreement contained in any documents related to the Lease is or shall be deemed to be a covenant, agreement or obligation of any present or future board member, officer or employee of the City in his or her individual capacity.

6. We acknowledge and agree that the Lease has not been and will not be registered under the 1933 Act or the securities or Blue Sky laws of any state and is not listed on any stock or securities exchange. We acknowledge and agree that the Lease is not being qualified under the Trust Indenture Act of 1939, as amended.

7. We understand that no offering statement, prospectus, offering circular, official statement or other disclosure document containing material information with respect to the City and/or the Lease is being or has been prepared, and that, with due diligence, we have made our own inquiry and analysis with respect to the City, the Lease and the security therefor.

8. We have received all financial and other information regarding the City and the Lease Certificate that we have requested and which we consider relevant or necessary to make an informed decision to provide the financing evidenced by the Lease. We have made our own inquiry into the creditworthiness of the City and the Lease, we have received all the information that we have requested from the City or any agents or representatives thereof, and we have been afforded a reasonable opportunity to ask questions about the terms and conditions of the Lease and the security therefor, and the City, and have received, to the best of our knowledge, complete and satisfactory answers to all such questions (provided that we do not waive any rights we may have against the City or its representatives with respect to any misstatements in, or omissions from, information so supplied).

9. The principal component of the lease payments due under the Lease equals the purchase price of the Vehicles and other costs included in the Project.

10. For purposes of this certificate, the following terms shall have the meanings set forth below:

(a) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party.



The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly; and

(b) *Underwriter* means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of an interest in the Lease to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of an interest in the Lease to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of an interest in the Lease to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Lessor's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Federal Tax Certificate dated of even date herewith relating to the Lease and with respect to compliance with the federal income tax rules affecting the Lease, and by Co-Bond Counsel in connection with rendering their opinions that the interest component of lease payments under the Lease is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that they may give to the City from time to time relating to the Lease.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTACHMENT "H"

**SWORN STATEMENT UNDER SECTION 287.133 (3) (A)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

***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 to:

\_\_\_\_\_  
*(Print name of the Public Entity.)*

by: \_\_\_\_\_  
*(Print individual's name and title.)*

for: \_\_\_\_\_  
*(Print name of Entity submitting sworn statement.)*

whose business address is:

\_\_\_\_\_  
  
\_\_\_\_\_

and, if applicable, its Federal Employer Identification Number (FEIN) is

\_\_\_\_\_

(If the Entity has no FEIN, please include the Social Security

Number of the individual signing this sworn statement):

---

2. I understand that a "public entity crime" as defined in Section 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 of 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.
3. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133 (1) (a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or,
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or 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.
5. I understand that a "person" as defined in Section 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. *(Please indicate which statement applies.)*

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

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

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

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me, affixed his/her signature in *(Name of individual signing.)*

the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

**NOTARY PUBLIC**

\_\_\_\_\_

My commission expires: