

CITY OF FORT LAUDERDALE, FLORIDA
REQUEST FOR PROPOSALS: \$60 MILLION LINE OF CREDIT
DATED MAY 26, 2022

PFM Financial Advisors LLC ("PFM") is distributing this Request For Proposals (the "RFP") on behalf of the City of Fort Lauderdale, Florida (the "City") to identify an institution (the "Lender") that can provide the City with a tax-exempt Line of Credit in the form of a bank loan (the "Line") at the lowest overall borrowing cost and terms most favorable to the City, pursuant to certain conditions as determined by the City, in an aggregate principal amount of not to exceed \$60,000,000. The City will not prepare any offering documents or commit to provide any continuing disclosure information specific to the Line.

The City will use proceeds of the Line to (a) provide interim funds for the costs of acquisition, construction and renovation of a city administration building, and (b) pay the costs of issuance related to the Line. The Line will be secured by a covenant to budget and appropriate ("CB&A") from legally available Non-Ad Valorem Revenues of the City. See "Security" below. The City will not provide a debt service reserve fund for the Line.

A tentative calendar for the transaction is as follows:

May 26, 2022	RFP Circulated
June 1, 2022	Deadline for Questions
June 10, 2022	Proposal Due by 1:00 PM ET
June 13-15, 2022	Review of Proposals & Selection of Lender
July 5, 2022	City Commission Meeting for Approval
July 6, 2022	Anticipated Closing Date

The City may, at its sole discretion, determine that none of the responses meet its goals and objectives and may elect to terminate or extend the evaluation process.

SUBMISSION REQUIREMENTS

An electronic copy of your response should be emailed to Glenn Marcos (gmarcos@fortlauderdale.gov) at the City no later than **1:00 PM EST on June 10, 2022**. Please also send a copy of your response (via e-mail) to Sergio Masvidal (masvidals@pfm.com) and Mara Lugo (lugom@pfm.com) at PFM. **All responses should include a completed version of the Proposal Form provided in *Exhibit A*.**

Any questions relating to the RFP must be submitted to the email addresses listed above no later than June 1, 2022.

1. Amount: Up to \$60,000,000 – The City anticipates an initial draw of approximately \$75,000 in order to establish the line at closing and pay costs of issuance. Additional draws on the Line will occur as necessary to fund project costs.
2. Structure: The City desires to have the flexibility to draw on the Line for a period of twenty-four (24) months. At the end of the draw period, the Line will convert to a term loan with an amortization period of three (3) years or five (5) years. The City expects to

issue a long-term financing to take out the Line and fund any remaining capital costs associated with the project. *The City may give preference to a provider who does not require an availability fee for the unused portion of the Line.*

3. Interest Rate Options: The City requests a variable rate loan during the draw period, followed by a fixed-rate during the term period. The variable rate during the draw period should be based on SIFMA or SOFR, or a similar publicly available index. The fixed-rate during the term period will be established at the end of the draw period and based upon a predetermined index and formula. *Please note the City does not desire a LIBOR-based index.*
4. Repayment Provisions: Interest payments on the outstanding balance of the Line will be calculated on a 30/360-day basis and will be paid semiannually on January 1 and July 1, beginning January 1, 2023. Alternative payment frequencies (monthly, etc.) may be considered. *Until the end of the draw period, the City expects to pay interest-only on the Line.*
5. Amortization: At the end of the draw period, the Line will be amortized over a period of either three (3) years or five (5) years, structured with level annual debt service calculated on a 30/360-day basis with semiannual payments of interest on January 1 and July 1 and annual principal payments on July 1.
6. Prepayment Provisions: The Line must be prepayable with no prepayment penalty, in whole or in part at any time.
7. Security: The Line shall be secured by a covenant to budget and appropriate from all non-ad valorem revenues of the City not derived from ad valorem taxation and which are lawfully available to be used to pay debt service on amounts due under the Line.
8. CUSIP: No CUSIP numbers or ratings will be obtained with respect to the Line.
9. Financial Information: The City's most recent Annual Comprehensive Financial Report and Budget can be found online at the links below:
 - <https://www.fortlauderdale.gov/departments/finance/financial-reports>
 - <https://www.fortlauderdale.gov/departments/city-manager-s-office/budget-cip-and-grants-division/financial-transparency-portal>
10. Tax-Exemption: The City will enter into such covenants as shall be necessary, in the opinion of Bond Counsel or the City Attorney, to assure compliance by the City with the Internal Revenue Code of 1986, as amended (the "Code"), and to qualify interest on the Line for exclusion from gross income for federal income tax purposes, as set forth in the opinion of Bond Counsel. The City requests offers without capital adequacy or other interest rate adjustment language with respect to changes in tax law. The only interest rate adjustment provision the City will consider is one imposed as the result of a final, non-appealable ruling of the IRS or a court of competent jurisdiction declaring interest on the Line to be includable in gross income of the holder thereof for federal income tax purposes and which results solely from the action or inaction of the City.

11. Documents: The City's Bond Counsel (Greenberg Traurig P.A.) will prepare the necessary documents for the financing and provide the Lender and its Counsel with drafts thereof for review and comment prior to closing. Please specifically note in your response any unique provisions that would be required in the financing documents for the Line.
12. Financial Reporting: The City shall remit to the Lender annual audited financial statements, when available, and any other Lender requested information that the City deems reasonable. Please include any specific reporting requirements that would be required of the City.
13. Costs and Fees: The City shall pay all costs relating to financing, preparing and printing the loan documents. The City shall also pay the Lender's reasonable counsel fees.
13. Closing: Closing is anticipated to take place on or around July 6, 2022 at a time and place mutually acceptable to the City and the Lender. The award of the RFP by the City does not obligate the City to close on the Line.
14. Rejection of Proposals: The City expressly reserves the right to reject any and all proposals received in connection with this RFP and thereafter to negotiate with any entity submitting a response to this RFP (the "Proposer") or other Lender. The basis for acceptance of any proposal shall be that which is in the best interest of the City, as determined solely by the City.
15. Amendment: Any time before responses are due, the City reserves the right to amend or modify this RFP by email to prospective Lenders. A copy of any written amendment or modification hereto will be remitted to each prospective proposer that, in connection with this RFP, at the time has its name and address on file with PFM.

INSTRUCTIONS TO PROPOSERS

1. Proposers shall thoroughly examine and be familiar with the proposal specifications. Failure of any Proposer to receive or examine this document shall in no way relieve any Proposer of obligations pertaining to this RFP or the subsequent contract.
2. Any changes or modifications to the proposal specifications can result in the rejection of the proposal as not being responsive to this RFP.
3. The responsibility for emailing the proposal to the City and PFM on or before the specified date and time will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by transmission of the proposal or a delay caused by any other occurrence.
4. The response deadline shall be strictly observed. Under no circumstances will a proposal delivered after the time specified be considered.

5. The City reserves the right to reject the proposal of any Proposer who has previously failed in the proper performance of a contract or to deliver on time other contracts similar in nature, or who is not in a position to perform properly under this RFP.
6. Federal, State, City and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
7. No successful Proposer may assign any portion of the contractual agreement between the parties without prior written authorization by the City.
8. Changes to the RFP may be made by and at the sole discretion of the City.
9. Warranties - The Proposer, in submission of its proposal, warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.
10. Collusion - The Proposer, by affixing its signature to its proposal, certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a Proposal for the same subject matter of this RFP, or with the City. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. Discriminatory Vendor List - Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By responding to this RFP, the Proposer represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.
12. Public Entity Crimes - Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By responding to this RFP, the Proposer represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

13. Scrutinized Company: As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.
14. Public Records. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

- I. Keep and maintain public records required by the City to perform the service.
- II. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
- III. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- IV. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure of the Consultant to provide public records to the City within a reasonable time or allowable cost may subject the Proposer to penalties under Section 119.10, Florida Statutes, and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

15. Indemnity/Hold Harmless Agreement: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

OTHER INFORMATION

1. The City reserves the right to (i) cancel the RFP, (ii) accept or reject, in whole or in part, any or all proposals, (iii) waive minor irregularities or technicalities in the proposals or in the RFP process, (iv) adjust the tentative schedule as needed or desired, and (v) enter into negotiations with Proposers as determined to be in the best interests of the City. A minor irregularity is defined as a variation from the RFP terms and conditions which does not affect the price of the RFP, give a Proposer an unfair advantage over other Proposers, or adversely impact the interests of the City. There is no obligation on the part of the City to award the RFP to the Proposer offering the lowest price to the City. The City reserves the right to award the RFP to the firm whose proposal is judged to be the most advantageous to the City and to be in the best interests of the City. The City shall be the sole judge of which proposal is in the best interests of the City. The City reserves the right to obtain and review any information deemed necessary to determine the ability of the Proposer to carry out its obligations required under this RFP or any subsequent contract, including but not limited to its relevant experience and qualifications, the quality of its past performance, the Proposer's current and prior compliance with all laws and regulations, its financial strength and capability to perform the requirements of this RFP.
2. In the event that the Proposer selected by the City does not execute a contract within a timeframe acceptable to the City, the City may give notice of intent to award the Line to

the next most qualified Proposer or to call for new proposals and may proceed to act accordingly.

3. The City will not be responsible and will have no liability whatsoever for any costs incurred by a Proposer in preparing or submitting its response to this RFP.
4. All proposals received in response to this RFP become the property of the City.
5. At the closing, the Lender will be required to execute and deliver to the City an accredited investor letter in form and substance reasonably satisfactory to the City and Bond Counsel.

EXHIBIT A – Proposal Form
CITY OF FORT LAUDERDALE, FLORIDA
2022 LINE OF CREDIT

The Lender hereby agrees to extend a Line of Credit (the “Line”), to the City of Fort Lauderdale, Florida (the “City”) subject to the terms and conditions set forth the RFP dated May 26, 2022, which is attached hereto and incorporated herein by this reference. By submitting this proposal, the Lender agrees to be legally bound to such terms from the date of this RFP to the closing date of the Line.

Interest Rate & Index

The City shall only consider proposals which clearly express the rate of interest and the method of setting such rate of interest and the maximum rate of interest to be charged during the full term of the Line.

- A variable, non-bank qualified, tax-exempt rate of interest **during the draw period** equal to _____% per annum for the draw period of the Line. Please specify index and formula below:

- A fixed, non-bank qualified, tax-exempt rate of interest **during the term period** equal to _____% per annum for the term period of the Line. Please specify index and formula below:

Cost & Expenses

The Lender shall request the reimbursement of its legal fees in an amount not to exceed \$_____.

Lender’s Counsel

The Lender is requested to list the name of at least two firms who may represent it as Lender’s counsel.

Firm #1:

Firm #2:

The Lender acknowledges that the City reserves the right to reject any and all proposals received in connection with the RFP. The Lender also acknowledges that the City has no responsibility and has no liability whatsoever for any costs incurred by the Lender in preparing or submitting this response.

Respectfully submitted,

[Name of Lender]

By: _____
Authorized Officer

[typed or printed name of officer]

Date: _____

Address:

[Address for Correspondence]

Tel. No. _____
[Telephone Number]

Email _____

ACCEPTED this ____ day of _____, 2022

CITY OF FORT LAUDERDALE, FLORIDA

By: _____
Authorized Officer