

REGIONS CAPITAL ADVANTAGE, INC.

October 25, 2017

City of Fort Lauderdale, Florida
Procurement Services Division
100 N. Andrews Avenue, #619
Fort Lauderdale, FL 33301

Re: Up to \$13,000,000 Non-Bank Qualified Tax-Exempt Non-Revolving Line of Credit

Regions Capital Advantage, Inc. (the “Lender”) is pleased to furnish this Term Sheet (this “Term Sheet”) to the City of Fort Lauderdale, Florida (the “City” or the “Borrower”). This term sheet contains an outline of suggested terms only, and it does not represent a commitment by Lender or create any obligation whatsoever on Lender’s part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Capital Advantage, Inc.

Borrower: City of Fort Lauderdale, Florida

Lender: Regions Capital Advantage, Inc.

Role of Lender: The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the the Borrower has been informed that the Borrower should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Borrower deems appropriate before acting on this Term Sheet or any such other information, materials or communications.

**Privately
Negotiated Loan:** The Borrower acknowledges and agrees that the Lender is purchasing the Note in evidence of a privately negotiated loan and in that connection the Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor’s CUSIP Service.

Purpose: The proceeds of the Loan will be used to provide partial interim funding for the design and construction of the Las Olas North Parking Structure, a single parking deck with a capacity for 660 plus spaces (including approximately 8,100 square feet of amenities space at the fifth level) to be located on the north side of Las Olas Boulevard.

Loan Amount: Up to \$13,000,000.

Structure: Non-Bank Qualified Tax-Exempt Non-Revolving Line of Credit evidenced by a promissory note (the “**Debt Instrument**”).

Interest Rate: The Loan is a **Tax-Exempt, Non-Bank Qualified Loan**.

Variable Rate Option: The Loan will bear interest at a variable rate per annum equal to 65.001% of 30-Day LIBOR, plus 46 basis points. During the term of the Loan, the variable rate will adjust monthly according to changes in 30-Day LIBOR. If determined as an indicative rate on October 24, 2017, the tax-exempt variable rate would be 1.27%. This rate is offered for illustrative purposes only and does not constitute a commitment by the Lender to lend at the indicative rate. The actual initial variable rate for the Loan may be higher or lower depending on market conditions at the time the Loan is closed.

Fixed Rate Option: The Loan will bear interest at a fixed rate per annum from the closing date through the Maturity Date equivalent to 65.001% of the prevailing three (3) year interest swap rate, as appearing on the Bloomberg reporting service, plus 48 basis points. If determined as an indicative rate on October 24, 2017, the tax-exempt fixed rate would be 1.74% (based on an Index Rate of 1.937%). This rate is offered for illustrative purposes only and does not constitute a commitment by the Lender to lend at the indicative rate. The actual fixed rate for the Loan may be higher or lower depending on the Index Rate at the time the rate is locked (see below).

At any time between now and the closing date, the Lender will calculate and hold the fixed rate based on the fixed-rate formula outlined above for a thirty (30) day lock period upon receipt by the Lender of a signed formal commitment by the Borrower, with no fee to the Borrower to execute the rate lock for the thirty (30) day lock period. That fixed rate will then be effective for all draws and through the Maturity Date.

Draws: After the initial draw at closing, subsequent draws will be limited to a maximum of one per month and each draw must be a minimum of \$250,000.00.

Unused Fee: Waived.

Default Rate: The interest rate otherwise applicable to the Debt Instrument plus 6%.

Repayment: Interest will be payable semi-annually (calculated on the basis of a 30 day month and a 360 day year) on each June 1 and December 1, commencing June 1, 2018. Outstanding principal is due in full on the Maturity Date.

Maturity Date: June 1, 2020.

Term Out Option:	Understanding that the City expects to repay this Loan, in part or in whole, using the proceeds of long-term financing, the Lender is willing to discuss adding a term out option to this Debt Instrument, the terms which to be negotiated as part of acceptance of this Term Sheet.
Prepayment:	The Borrower may prepay the Loan in whole or in part, at any time or from time to time, without penalty or premium, by paying the Lender all or part of the principal amount of the Loan to be prepaid, together with unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment.
Other Fees, Costs and Expenses:	The Borrower will be responsible for all out-of-pocket fees, costs and expenses of the Lender (including, without limitation, counsel fees) incurred in connection with the negotiation, execution, delivery, administration and enforcement of the Loan Documents. In consideration of the undertakings of the Lender hereunder, and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated. The Lender intends to use Bryant Miller Olive P.A. as Lender's counsel, and the fees of counsel to the Lender will not exceed \$8,500 for "review only". If legal work is needed for each draw, an amount of \$1,000 in additional fees would be charged for each draw.
Security:	The Loan shall be secured by (i) a pledge of and lien upon all parking revenues received by the City and (ii) a backup covenant to budget and appropriate from the City's legally available non-ad valorem revenues.
Determination of Taxability:	Upon the occurrence of a <i>Determination of Taxability</i> of the Loan, the Borrower agrees to pay to the Lender a rate of interest from the date of Loan funding that would provide the Lender with an after-tax yield on the then outstanding principal amount of this Loan at least equal to the after-tax yield the Lender could have received if a <i>Determination of Taxability</i> had not occurred.
Representations and Warranties:	Usual and customary for this type of financing.
Covenants:	Usual and customary for this type of financing, including but not limited to the following: <ul style="list-style-type: none"> 1) The Borrower shall deliver to the Lender each of the following, in form and substance satisfactory to the Lender: <ul style="list-style-type: none"> (i) Audited financial statements within 180 days after the end of the each of the Borrower's fiscal years; and, (ii) Annual budget of the City due within 30 days of the adoption thereof. 2) The Borrower shall achieve and observe certain financial covenants to include, without limitation, the following: <ul style="list-style-type: none"> (i) The City's election of either of;

- a) The existing Anti-Dilution Test of 1.10x contained in the Series 2010A-B financing documents will remain in place for the full term of this Debt Instrument; or,
 - b) Additional Debt Test: Pledged parking revenues received by the City during any twelve (12) consecutive months designated by the City within the twenty-four (24) months immediately preceding the date of the delivery of such additional debt must be equal to at least 1.20x the Maximum Annual Debt Service of all outstanding debt obligations secured by the City's parking revenues and the proposed new debt obligation.
- (ii) The City shall not take any action or omit to take action the effect of which is expected in the aggregate to have a material adverse impact upon collections of parking revenues within the City's parking system.

Defaults: Usual and customary for this type of financing.

Remedies: The Lender shall have all of the rights and remedies set forth in the Loan Documents, and available at law and in equity, for the enforcement thereof.

Legal Opinions: As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Florida to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, (d) that interest on the Debt Instrument is excludable from gross income of the holders thereof for federal income tax purposes.

Transfer Provisions: The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender.

EMMA Posting: The Borrower shall not file or submit, or permit the filing or submission, of all or any portion of any Loan Document with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system (or any successor continuing disclosure vehicle) unless such Loan Document or portion thereof, as applicable, to be so filed or submitted (i) has been submitted to the Lender in advance of such filing or submission and (ii) shall have been redacted to the extent required by the Lender.

- Disclaimer:** This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.
- Confidentiality:** The Borrower acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein **CONFIDENTIAL**, to the extent permitted by law. The Borrower shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lender in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.
- Waiver of Jury Trial:** To the extent permitted by applicable law, each of the Borrower and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Borrower and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Term Sheet, the Debt Instrument or any of the other Loan Documents. This provision is a material inducement for the Lender's determination to make the Loan and for the parties to enter into the Loan Documents.
- Governing Law:** State of Florida

Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the City. The Lender is willing to discuss the terms reflected herein through November 22, 2017. After such date, terms, conditions and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

Regions Contacts:

Mike Glover
Vice President, Government & Institutional Banking – Florida
100 N. Tampa St. Ste. 3100
Tampa, FL 33602
Office: 813-226-1289
Cell: 813-373-9406
mike.glover@regions.com

Oscar Herrera, CTP
Vice President, Commercial Banking
2800 Ponce de Leon Boulevard
Coral Gables, FL 33134
Phone: (305) 774-5152
Mobile: (305) 244-4842
oscar.herrera@regions.com

Exhibit A

In the event Borrower requests Lender to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Borrower agrees to reimburse Lender on demand for all out of pocket expenses incurred by Lender if the transaction fails to close for any reason other than Lender's decision not to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lender.

ACCEPTANCE:

Borrower does hereby agree to all provisions contained in Exhibit A.

Borrower Signature:

By: _____

Name: _____

Title: _____

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____ Regions Bank _____ EIN (Optional): _____

Address: _____ 100 North Tampa Street, Suite 3100 _____

City: _____ Tampa _____ State: _____ FL _____ Zip: _____ 33602 _____

Telephone No. _____ 813-226-1289 _____ FAX No. _____ 813-226-1260 _____ Email: _____ mike.glover@regions.com _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____ N/A _____

Total Bid Discount (section 1.05 of General Conditions): _____ N/A _____

Does your firm qualify for MBE or WBE status (section 1.09 of General Conditions): _____ MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
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Addenda were not identified by number, but all added information and documents are hereby acknowledged as received.

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.

_____ N/A _____

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:
Michael T. Glover _____
Name (printed)


Signature

10/24/2017 _____
Date:

Vice President _____
Title

SECTION V - COST PROPOSAL PAGE

Proposer Name: Regions Capital Advantage

Proposer agrees to supply the services at the prices submitted below in accordance with the terms, conditions and specifications contained in this RFP.

1. **Variable Rate Option:** The Loan will bear interest at a variable rate per annum equal to 65.001% of 30-Day LIBOR, plus 46 basis points. During the term of the Loan, the variable rate will adjust monthly according to changes in 30-Day LIBOR. If determined as an indicative rate on October 24, 2017, the tax-exempt variable rate would be 1.27%.

Please indicate the variable rate and the method of calculation, including the index used in the calculation.


2. **Fixed Rate Option:** The Loan will bear interest at a fixed rate per annum from the Closing Date through the Maturity Date equivalent to 65.001% of the prevailing three (3) year interest swap rate, as appearing on the Bloomberg reporting service, plus 48 basis points. If determined as an indicative rate on October 24, 2017, the tax-exempt fixed rate would be 1.74% (based on an Index Rate of 1.937%). This rate is offered for illustrative purposes only and does not constitute a commitment by the Lender to lend at the indicative rate. The actual fixed rate for the Loan may be higher or lower depending on the Index Rate at the time the rate is locked (see below).

At any time between now and the Closing Date, the Lender will calculate and hold the fixed rate based on the fixed-rate formula outlined above for a thirty (30) day lock period upon receipt by the Lender of a signed formal commitment by the Borrower, with no fee to the Borrower to execute the rate lock for the thirty (30) day lock period. That fixed rate will then be effective for all draws and through the Maturity Date.

Please indicate the fixed rate for the initial draw on the Line of Credit and the stated time that the rate will be held. For subsequent draws after the initial draw period, please indicate the method of the calculation of the fixed rate, including the index used in the calculation.

Submitted by:

Michael T. Glover _____
Name (printed)


Signature

10/24/2017 _____
Date

Vice President _____
Title

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- (a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.


Authorized Signature

Michael T. Glover – Vice President
Print Name and Title

10/24/2017
Date

APPENDIX A

SWORN STATEMENT UNDER SECTION 287.133(3)(a),

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

STATE OF Florida _____
COUNTY OF Hillsborough _____

Before me, the undersigned Michael T. Glover, personally appeared who, being by me first duly sworn, made the following statement:

1. The business address of Regions Bank is located at 100 North Tampa Street, Tampa, FL 33602.
2. My relationship to Regions Bank is Vice President.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. ~~There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~

A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the State and County first mentioned above on the 24th day of October, 2017.

Mal T. Clon
Signed

(affix seal)



Julie K. Reitzel

Notary Public

November 15, 2019
My commission expires

SECRETARY CERTIFICATE



I, Hope D. Mehlman, a duly elected and qualified Assistant Secretary of Regions Bank, an Alabama state banking corporation, hereby certify as follows:

1. Following is a true and correct copy of Article V, Section 12 of the By-laws of Regions Bank, as amended by the Board of Directors at a duly convened meeting held on July 16, 2015, at which a quorum was present, and the same are in full force and effect on the date hereof.

"Section 12. Execution of Instruments and Documents.

The Chief Executive Officer; the President; any Regional or Local President; any Senior Executive Vice President, Executive Vice President, Senior Vice President, or Vice President; or any officer holding the title of Executive Managing Director, Managing Director, or Director is authorized, in his or her discretion, to do and perform any and all corporate and official acts in carrying on the business of the Bank, including, but not limited to, the authority to make, execute, acknowledge, accept and deliver any and all deeds, mortgages, releases, bills of sale, assignments, transfers, leases (as lessor or lessee), powers of attorney or of substitution, servicing or sub-servicing agreements, vendor agreements, proxies to vote stock or any other instrument in writing that may be necessary in the purchase, sale, lease, assignment, transfer, discount, management or handling in any way of any property of any description held, controlled or used by Bank or to be held, controlled or used by Bank, either in its own or in its fiduciary capacity and including the authority from time to time to open bank accounts with the Bank or any other institution, to borrow money in such amounts for such lengths of time, at such rates of interest and upon such terms and conditions as any said officer may deem proper and to evidence the indebtedness thereby created by executing and delivering in the name of the Bank promissory notes or other appropriate evidences of indebtedness, and to guarantee the obligations of any subsidiary or affiliate of the Bank. The enumeration herein of particular powers shall not restrict in any way the general powers and authority of said officers.

By way of example and not limitation, such officers of the Bank are authorized to execute, accept, deliver and issue, on behalf of the Bank and as binding obligations of the Bank, such agreements and instruments as may be within the officer's area of responsibility, including, as applicable, agreements and related documents (such as schedules, confirmations, transfers, assignments, acknowledgments, and other documents) relating to derivative transactions, loan or letter of credit transactions, syndications, participations, trades, purchase and sale or discount transactions, transfers and assignments, servicing and sub-servicing agreements, vendor agreements, securitizations, and transactions of whatever kind or description arising in the conduct of the Bank's business.

The authority to execute and deliver documents, instruments and agreements may be limited by resolution of the Board of Directors, by a committee of the Board of Directors, by the Chief Executive Officer, or by the President, by reference to subject matter, category, amount, geographical location, or any other criteria, and may be made subject to such policies, procedures and levels of approval as may be adopted or amended from time to time."

2. I further certify that the following individual is qualified to act as an officer of Regions Bank, with officer title as specified below:

Name

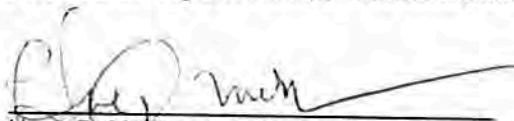
Title

Michael T. Glover

Vice President

IN WITNESS WHEREOF, I have set my hand and affixed the seal of Regions Bank, an Alabama banking corporation, as of this 26th day of October, 2016.




Hope D. Mehlman, Assistant Secretary

APPENDIX A

SWORN STATEMENT UNDER SECTION 287.133(3)(a),

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

STATE OF Alabama
COUNTY OF Jefferson

Before me, the undersigned Jason Pruitt, personally appeared who, being by me first duly sworn, made the following statement:

1. The business address of Regions Capital Advantage, Inc.
is located at 1900 5th Ave N., Suite 2400, Birmingham, AL 35203
2. My relationship to Regions Capital Advantage, Inc. is Vice President
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

City of Fort Lauderdale
Non-Bank Qualified Tax-Exempt Line Of Credit
In An Amount Not To Exceed \$13,000,000
RFP # 12050-585

[Draw a line through paragraph 6 if paragraph 7 below applies.]

~~7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____~~

A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the State and County first mentioned above on the 1st day of November, 2017.


Signed _____

(affix seal)



Notary Public

MY COMMISSION EXPIRES JANUARY 11, 2018

My commission expires

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) REGIONAL CAPITAL ADVANTAGE, INC. EIN (Optional): _____

Address: 1900 5th AVE N, STE 2400

City: BIRMINGHAM State: AL Zip: 35203

Telephone No. 205-264-7170 FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): N/A

Total Bid Discount (section 1.05 of General Conditions): N/A

Does your firm qualify for MBE or WBE status (section 1.09 of General Conditions): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDSYNCH you must also click the "Take Exception" button.

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

SASON PRUITT
Name (printed)

11/1/2017
Date:


Signature

VICE PRESIDENT
Title

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- (a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.



Authorized Signature

KASON PRATT, VICE PRESIDENT

Print Name and Title

11/1/2017

Date

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.