

# REQUEST FOR PROPOSALS

FOR

**BANK LOAN FINANCING  
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2021**

**RFP #FIN10-20**



Village of Tequesta, Florida  
345 Tequesta Drive  
Tequesta, FL 33469

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**RFP Issue Date:** November 16, 2020

**Proposal Due Date:** December 16, 2020 @ 2:00 pm Eastern Standard Time

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Appendix A: Preliminary Amortization Schedule

# PUBLIC NOTICE

**Village of Tequesta**  
**REQUEST FOR PROPOSALS**  
**RFP #FIN10-20**  
**BANK LOAN FINANCING – CAPITAL IMPROVEMENT**  
**REVENUE NOTE, SERIES 2021**

The Village of Tequesta is seeking proposals from qualified financial institutions to provide a tax-exempt fixed rate bank loan in a principal amount of not-to-exceed \$7.0 million in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Request for Proposals documents are available on the Village of Tequesta's website at [Village Website](#), [Demand Star\(www.demandstar.com\)](http://www.demandstar.com), or by contacting the Village Clerk's office at (561) 768-0443.

Sealed Proposals must be clearly marked "**RFP #FIN10-20, Bank Loan Financing – Capital Improvement Revenue Note, Series 2021**" and delivered to the Village Clerk at 345 Tequesta Drive, Tequesta, Florida 33469. The deadline for submission of Proposals is **December 16, 2020 at 2:00 P.M. local time**. Late Proposals will not be accepted and will be returned to the sender unopened.

A public meeting of the Village's Selection Committee is expected to convene at 10:00 A.M. EST on Friday, December 18, 2020 in the Council Chambers at 345 Tequesta Drive; Tequesta, Florida 33469 to review and discuss rankings of the proposers.

It is the responsibility of the Proposer to ensure that all pages are included in the submission. All Proposers are advised to closely examine the request for proposal documents. Any questions regarding the completeness or substance of the request for proposal documents or the scope of services must be submitted in writing via email to Sonal Bhatt, Accountant, [sbhatt@tequesta.org](mailto:sbhatt@tequesta.org) by **2 P.M. local time on November 25, 2020**.

The Village reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

This Public Notice has been posted on the Village of Tequesta's website, [Village Website](#), and on [Demand Star \(www.demandstar.com\)](http://www.demandstar.com).

**A. PURPOSE**

The Village of Tequesta, Florida (the “Village”) is issuing this Request for Proposal (“RFP) from qualified financial institutions (the “Proposers”) to provide a tax-exempt fixed rate bank loan in a principal amount of not-to-exceed \$7.0 million. Proceeds from the Village’s Capital Improvement Revenue Note, Series 2021 (the “Note” or "Loan") will be used to provide funds to pay a portion of the costs of (i) construction of a new recreation center, (ii) various street, roadway and other public work improvements, and (iii) other parks and recreational improvements.

The Village shall accept and review proposals from Proposers based upon the preliminary financing structure provided below. The Village will select the financial institution (the “Bank”) that provides the lowest overall borrowing cost to the Village while meeting the financing requirements of the Village. Hilltop Securities Inc., Orlando, Florida (“Financial Advisor”) is serving as the Village’s financial advisor on the Note.

**B. STRUCTURE**

Amount:	Not-to-exceed \$7.0 million
Settlement Date:	Expected on or about January 21, 2021
Rate:	Tax-exempt fixed rate for term of the loan
Prepayment:	The Village requests the ability to prepay the loan in whole or in part without penalty. Please provide prepayment options as part of Proposal.
Interest Payment Dates:	Semi-annually on April 1 and October 1, commencing April 1, 2021
Interest Compounding:	None
Interest Day Count Method:	30/360
Principal Payment Dates:	Annually on October 1, commencing October 1, 2021
Preliminary Amortization Schedule:	<b>See Appendix A</b>

**C. SECURITY**

The payment of the principal of and interest on the Series 2021 Note shall be secured forthwith, by a lien upon and a pledge of the Pledged Funds. “Pledged Funds” means the Non-Ad Valorem Revenues budgeted, appropriated and deposited by the Village for the payment of the Series 2021 Note and moneys and investment income held in the funds and accounts created for the Series 2021 Note. The Series 2021 Note shall not constitute a general obligation or indebtedness of the Village within the meaning of any constitutional limitation and the Bank shall never have the right to require or compel the levy of taxes upon any property of or in the Village for the payment of the principal of and interest on the Series 2021 Note. The Village does hereby irrevocably pledge the Pledged Funds to the payment of the principal of and interest on the Series 2021 Note and other amounts payable hereunder and under the Note.

#### **D. ADDITIONAL BONDS TEST**

The Village will not issue any obligations secured by a covenant to budget and appropriate or payable from Non-Ad Valorem Revenues or secured by a lien on or pledge of any specific Non-Ad Valorem Revenues unless either:

- (a) such obligations shall contain an express statement that such obligations are junior, inferior and subordinate in all respects to the Series 2021 Note; or
- (b) the Non-Ad Valorem Revenues received by the Village for each of the two preceding Fiscal Years, net of the amounts used in each such Fiscal Year for the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Village or which are legally mandated by applicable law and which were not already paid from ad valorem tax revenues, cover projected maximum annual debt service on the Series 2021 Note and all other debt secured by, or payable from a covenant to budget and appropriate from, Non-Ad Valorem Revenues (including the proposed debt) and any other debt secured by a lien on or pledge of any specific Non-Ad Valorem Revenues, by at least 1.20 times, in which case such obligations may be issued on a parity with the Series 2021 Note.

For the purposes of this covenant, maximum annual debt service shall be the greatest amount of debt service for the then current or any future Fiscal Year during the term of the Series 2021 Note, and the interest rate on any variable rate debt shall be assumed to be the rate published on the first day of the month in which such calculation is made as the Bond Buyer 20 Bond Revenue Index or, if greater, the average of the actual rate on such variable rate indebtedness over the sixty (60) days preceding the date of calculation.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize over a period of up to twenty (20) years on a level debt service basis. In the event that the Village is required to fund a debt service reserve fund, the funding of such debt service reserve fund shall be included in the calculation of debt service.

#### **E. TAX STATUS**

The Note will be issued as a tax-exempt obligation.

#### **F. ACCELERATION**

The Village will NOT accept proposals that require acceleration as a remedy for a default.

#### **G. DOCUMENTATION**

Akerman LLP (“Bond Counsel”) will prepare the authorizing resolution and all documents to close the Note. The Bank will be furnished, without charge, the opinion of the Village’s Bond Counsel, approving the legality of the Note, together with the closing certificates and documents related to the transaction.

At the closing of the Note, the Bank will be required to make certain certifications, including, but not limited to, signing a closing certificate that:

- a. it is making the Loan for its own account, does not currently intend to syndicate the Loan, will take no action to cause the Loan to be characterized as a security, and will not treat the Loan as a municipal security for purposes of the securities law;
- b. it is not acting as a broker or other intermediary, and is funding the Loan from its own capital for its own account, and not with a present view to a resale or other distribution to the public;
- c. the Loan will not be used in the future on a securitized transaction or being treated as a municipal security;
- d. it understands that the Loan is evidenced by a note, the note is issued in a single denomination equal to the aggregate principal amount of the Loan, may not be transferred except in whole, will not be transferred to any kind of trust under any circumstances;
- e. the Loan will only be sold by the Bank to a Permitted Lender, with the Village's consent. The Permitted Lender is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes;
- f. it is not funding the Loan for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes;
- g. it has in its possession, or has had access to, all material information concerning the security and sources of payment of the Note, and, as a result thereof, is thoroughly familiar with the nature and risks of an investment in the Note. It has been afforded access to all material information, and has had sufficient opportunity to discuss the business of the Village and the projects financed with the proceeds of the Note, with its officers, employees and others, and has been permitted to make an investigation of the Village and its operations. It does not require any further information or data concerning the Village;
- h. in purchasing the Note, it has relied solely upon its own investigation, examination, and evaluation of the Village and other relevant matters, and has not relied upon any statement or materials which have not been supported by its own investigation and examination;
- i. it has knowledge and experience in financial and business matters, particularly in governmental obligations, is capable of evaluating the merits and risks of its investment in the Note, and has determined that it can bear the economic risk of its investment in the Note;
- j. it acknowledges the understanding that the Note is not being registered under the Securities Act of 1933, as amended (the "1933 Act") or Chapter 517, Florida Statutes, and that the Village shall have no obligations to effect any such registration or qualification. It also acknowledges that it is an "accredited investor" within the meaning of Chapter 517, Florida Statutes, and Regulation D of the 1933 Act;
- k. there will be no CUSIPs obtained on the Loan; and,
- l. there will be no credit rating obtained on the Loan.

The Bank shall also be required to execute such additional certifications or acknowledgments as are customary on similarly structured municipal finance transactions in Florida, as reasonably determined by Bond Counsel and counsel to the financial institution.

## **H. PROPOSAL FORMAT**

Proposals will be evaluated based on their overall borrowing cost to the Village while meeting the financing requirements of the Village. In order to assist the Village and its Financial Advisor in reviewing the responses, each proposal should include the following information:

- (1) The legal name of the Proposer and the Proposer's primary contact person(s) (include address, telephone number, facsimile number, and e-mail address).
- (2) A proposed tax-exempt fixed interest rate for the full term of the Loan based on the amortization schedule provided in **Appendix A**. The Proposer shall give a stated time in which the proposed rate will be held until, as well as the index in which the rate shall be calculated, should the stated time elapse. No interest rate hedge will be considered.
- (3) Describe in detail all fees and expenses which the Village will be responsible to pay to the Proposer, including any counsel fees. The Village has retained the law firm of Akerman LLP to prepare the Loan documents. The amounts stated in the proposal shall represent the maximum amounts payable to the Proposer by the Village. All fees and expenses, with the exception of those of Bond Counsel and Financial Advisor, in excess of those stated in the proposal, shall be the sole responsibility of the Proposer, and will not be paid or reimbursed by the Village.
- (4) A listing of all conditions, covenants, terms or restrictions, other than those specified in this RFP, which would be included in the Proposer's commitment to provide the Loan.

#### **I. MISCELLANEOUS**

- (1) The Village will not accept proposals with reserve requirements or other restrictions to revenues or requirements to maintain minimum balances in any bank account as a condition for the Loan.
- (2) The Village reserves the right, in its sole discretion, to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal or in the bidding, and to accept or reject any items or combination of items. Further, the Village has the right to reject any proposal not meeting the requirements of this RFP. Moreover, if the Village rejects all proposals, the Village reserves the right to negotiate with any of the Proposers or any other entity to secure the intended financing. The Village reserves the right at any time, including after the opening and review of the proposals, to ask Proposers questions and seek clarification and additional information in regards to the proposals submitted. The final award will be to the Proposer whose response best complies with the requirements set forth in this RFP and whose bid, in the opinion of the Village and its Financial Advisor, is in best interest of the Village, taking into consideration all aspects of the Proposer's response. The Village is not obligated to accept the lowest proposal. The award is subject to approval by the Village Council and contingent upon execution of a note, loan agreement and other closing documents acceptable to the Village. The Village reserves the right, for any reason, to rescind any award prior to the execution of a note or loan without liability to the Village.
- (3) Changes to this RFP may be made by and at the sole discretion of the Village. Any addenda to the RFP will be posted on DemandStar. It is the bidder's responsibility to check for any addenda prior to the submittal date. During the proposal evaluation process, the Village reserves the right to request additional information or clarifications from the Proposers, or to allow, in the Village's sole discretion, corrections of errors or omissions in a proposal.
- (4) The Village shall not be liable for any expenses incurred in connection with the preparation of a response or proposal to this RFP. By submitting a proposal in response to this RFP, Proposers waive and release any and all right to make claims for reimbursement of proposal preparation costs against the Village and its officers, officials, employees, attorneys and agents.

- (5) The Proposer is required to conduct its own investigation and evaluation of the creditworthiness of the Loan. The Proposer is provided a link to the Village’s Website (<https://www.tequesta.org/>) which has information regarding the Village and its financial condition. Additional financial information will be provided upon request by the bidder and is NOT in any way intended to relieve the bidder of its responsibility to investigate all relevant or material facts in reaching a credit decision with respect to the Loan. **All requests for clarification or additional information should be directed via email to:**

**Village of Tequesta**

Sonal Bhatt  
Accountant  
[sbhatt@tequesta.org](mailto:sbhatt@tequesta.org)

-AND-

**Hilltop Securities**

Matthew Sansbury  
Managing Director  
[matthew.sansbury@hilltopsecurities.com](mailto:matthew.sansbury@hilltopsecurities.com)

- (6) Federal, State 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 offeror may assign any portion of the contractual agreement between the parties without prior written authorization by the Village.
- (8) **Warranties.** The Proposer, in submission of its proposal, warrants to the Village that it will comply with all applicable Federal, State and local laws, regulations and orders in providing the services under the proposed documents.
- (9) **Discrimination (Florida Statutes, 287.134(2)(a)):** 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.
- (10) **Drug-Free Workplace.** Preference shall be given to a business with a Drug-Free Work Place (DFW) program. Whenever the Village receives two or more proposals that are equal with respect to price, quality, and service, the Village may give preference to a proposal received from a business that completes the attached DFW form, see Exhibit “D”, and certifies it is a DFW.
- (11) **Cone of Silence.** Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039 (the "Palm Beach County Lobbyist Registration Ordinance") and the purchasing policies of the Village of Tequesta, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the “Cone of Silence”. This limits and requires documentation of communications between potential Bidders or Proposers on Village Solicitations, with the Village’s professional staff, and the Village Council members. The Cone of Silence is in effect as of the submittal deadline and shall terminate at the time the Village Council awards or approves an agreement, rejects all proposals or otherwise takes action which ends the solicitation process. The Village reserves the right to reject an offer from any vendor who violates the Cone of Silence.
- (12) **Lobbying.** All Proposers are advised that the Village falls under the Palm Beach County Lobbyist Registration Ordinance and all Proposers must comply with that ordinance. Any violation of this

requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFP process.

- (13) Public Records/Confidential Information. Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the Village in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The Village reserves its right to make all determinations concerning the applicability of the Florida Public Records Law to any documents submitted in response to this RFP. The Village shall have no liability to a Proposer for the public disclosure of any material submitted to the Village in response to this RFP.

**IF PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT [lmwilliams@tequesta.org](mailto:lmwilliams@tequesta.org), OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.**

- (14) Public Entity Crimes Information Statement. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, 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 Section 287.017, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- (15) Anti-Collusion. The Proposer certifies that it has not divulged, discussed or compared its proposal with other proposers, except sub-proposers if they form part of the response and has not colluded with any other proposers or parties to a proposal whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the proposer's list.

Each Proposer shall complete the Non-Collusion Affidavit Form (Exhibit “B”) and shall submit the form with the Proposal. The Village considers the failure of the Proposer to submit this document to be a major irregularity and shall be cause for rejection of the Proposal.

- (16) Conflict of Interest. The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the Village, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Proposers must complete the Conflict of Interest Form attached hereto as Exhibit “C”.
- (17) ADA Accessibility. The Village of Tequesta strives to be an inclusive environment. As such, it is the Village’s policy to comply with the requirements of Title II of the American with Disabilities Act of 1990 (“ADA”) by ensuring that the Contractor’s [agreement/bid documents and specifications] are accessible to individuals with disabilities. To comply with the ADA, the Contractor shall provide a written statement indicating that all [agreement/bid documents and specifications], from Contractor, including files, images, graphics, text, audio, video, and multimedia, shall be provided in a format that ultimately conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0 (Dec. 11, 2008) (“WCAG 2.0 Level AA”), published by the World Wide Web Consortium (“W3C”), Web Accessibility Initiative (“WAI”), available at [www.w3.org/TR/WCAG/](http://www.w3.org/TR/WCAG/). Such ADA Compliancy Statement is attached hereto as Exhibit “G”. By signing Exhibit “G,” you are acknowledging that you have submitted an ADA compliant proposal and that proposal includes an ADA Accessibility Reporting from Adobe showing the document is compliant or a PAC report from an ADA remedial company. Documents can be made compliant using Adobe Acrobat Pro or via a third party company. The Village Clerk’s Office can provide you with the contact for the company the Village uses.

**J. TIME SCHEDULE**

The financing timetable provided below is preliminary and subject to change.

November 16, 2020	Issue RFP
November 25, 2020	Deadline to submit written questions (on or before 2:00 p.m. ET)
December 2, 2020	Addendum provided with responses to written questions (if applicable)
December 16, 2020	Proposal due date (on or before 2:00 p.m. ET)
December 18, 2020	Meeting of Evaluation Committee
January 14, 2021	Village Council meeting (approval of resolution and execution of documents pertaining to the Note)
January 21, 2021	Closing of the Note

*(Preliminary; subject to change).*

**K. RFP INSTRUCTIONS**

One (1) clearly marked **unbound** original and four (4) copies of the proposal shall be submitted on or before the due date in one single sealed envelope or package. The envelope or package shall be clearly marked on the exterior with the following information:

1. Bank Loan Financing – Capital Improvement Revenue Note, Series 2021: RFP #FIN10-20
2. Due Date: Wednesday, December 16, 2020 – 2PM, EST
3. Company/Proposer’s Name, Point of Contact, Address and Phone Number
4. Village of Tequesta

345 Tequesta Drive  
Tequesta, FL 33469

One (1) electronic copy of the proposal must also be submitted **via e-mail** (in .pdf format) to both the Village and its Financial Advisor to the e-mail addresses provided below for receipt no later than **2:00 p.m. EST on December 16, 2020.**

**Village of Tequesta**

Lori McWilliams

Village Clerk

[lmcwilliams@tequesta.org](mailto:lmcwilliams@tequesta.org)

-AND-

**Hilltop Securities**

Matthew Sansbury

Managing Director

[matthew.sansbury@hilltopsecurities.com](mailto:matthew.sansbury@hilltopsecurities.com)

The Village and its Financial Advisor shall not bear the responsibility for proposals submitted/mailed past the stated due date and time indicated, or to an incorrect email address by the Proposer's personnel.

**EXHIBIT A - Proposal Certification**

I have received, read and agree to the all terms and conditions as set forth in RFP #FIN10-20, Bank Loan Financing – Capital Improvement Revenue Note, Series 2021. I hereby recognize and agree that upon execution by an authorized officer of the Village of Tequesta, this Proposal Package, together with the RFP, the resulting Contract/Agreement, and all other documents prepared by or on behalf of the Village of Tequesta for this solicitation, shall become a binding agreement between the parties for the services to be provided in accordance with the terms and conditions set forth herein. I further certify that all information and documentation contained within this Proposal to be true and correct.

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**Printed Name / Signature**

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**Addendum Acknowledgment** (if applicable):

Proposer acknowledges that the following addenda have been received and are included in his/her Proposal Package:

<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____
_____	_____
_____	_____
_____	_____

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**Statement of No Proposal** (if applicable):

The above named company does not intend to submit a proposal for the following reason: insufficient time to respond, do not offer product or service, unable to meet specifications, schedule will not permit or any other reason as stated:

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**EXHIBIT B - Non-Collusion Affidavit**

\_\_\_\_\_ (Proposer’s Name) being first duly sworn, deposes and says that:

1. He/she is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached proposal;
2. He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

<b>Proposer’s Name</b>	<b>Signature</b>	<b>Date</b>
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STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ (type of identification), as identification.

NOTARY'S SEAL: \_\_\_\_\_  
 NOTARY PUBLIC, STATE OF FLORIDA  
 (Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
 (Name of Acknowledger Typed, Printed or Stamped)

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

**EXHIBIT C - Conflict of Interest Statement**

This Request for Proposal is subject to the conflict of interest provisions of the policies and Code of Ordinances of the VILLAGE OF TEQUESTA, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the VILLAGE OF TEQUESTA any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the VILLAGE OF TEQUESTA.

CHECK ALL THAT APPLY:

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal as set forth in the policies and Code of Ordinances of the Village of Tequesta, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

**IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED**, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

The undersigned understands and agrees that the failure to check the appropriate blocks above or to attach the documentation of any possible conflicts of interest may result in disqualification of your proposal or in the immediate cancellation of your agreement, if one is entered into.

\_\_\_\_\_  
COMPANY OR INDIVIDUAL NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE, IF A COMPANY

**EXHIBIT D - Drug-Free Workplace Form**

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of Business)

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 prohibition.
  
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  
3. Give each employee engaged in providing the 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 employees 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 *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
  
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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**Proposer's Name**

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**Signature**

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**Date**

**EXHIBIT E – Notification of Public Entity Crimes Law**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a 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 work; may not submit Qualifications on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

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Firm Name

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Signature

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Name and Title (Print or Type)

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Date

**EXHIBIT F – Truth-in-Negotiation Certificate**

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer. Name:

Title: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

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

**EXHIBIT G – Village Clerk’s Office ADA Compliancy Statement**

The Village of Tequesta strives to be an inclusive environment. As such, it is the Village’s policy to comply with the requirements of Title II of the American with Disabilities Act of 1990 (“ADA”) by ensuring that the Contractor’s [agreement /bid documents and specifications] are accessible to individuals with disabilities. To comply with the ADA, the Contractor shall provide a written statement indicating that all [ agreement /bid documents and specifications], from Contractor, including files, images, graphics, text, audio, video, and multimedia, shall be provided in a format that ultimately conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0 (Dec. 11, 2008) ("WCAG 2.0 Level AA"), published by the World Wide Web Consortium ("W3C"), Web Accessibility Initiative ("WAI"), available at the Web Content Accessibility Guidelines [page \(http://www.w3.org/TR/WCAG\)](http://www.w3.org/TR/WCAG).

**Required Confirmation:**

I, \_\_\_\_\_, have read the above compliancy statement and confirm the agreement, bid documents and specifications, including files, images, graphics, text, audio, video, and multimedia, contained within this bid packet are accessible to individuals with disabilities and conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0.

\_\_\_\_\_  
Representative Signature

Date: \_\_\_\_\_

## **EXHIBIT H - Palm Beach County "Cone of Silence" Code**

### **Sec. 2-355. - Cone of silence.**

(a) "Cone of silence" means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

(b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

(c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

(d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

(e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

(f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

(g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

**APPENDIX A**  
**PRELIMINARY AMORTIZATION SCHEDULE\***

**Village of Tequesta, Florida**  
**Capital Improvement Revenue Note, Series 2021**

<b>Maturity</b>	<b>Principal*</b>
10/1/2021	\$192,000
10/1/2022	\$281,000
10/1/2023	\$288,000
10/1/2024	\$295,000
10/1/2025	\$303,000
10/1/2026	\$310,000
10/1/2027	\$318,000
10/1/2028	\$326,000
10/1/2029	\$334,000
10/1/2030	\$342,000
10/1/2031	\$351,000
10/1/2032	\$360,000
10/1/2033	\$369,000
10/1/2034	\$378,000
10/1/2035	\$387,000
10/1/2036	\$397,000
10/1/2037	\$407,000
10/1/2038	\$417,000
10/1/2039	\$427,000
10/1/2040	\$438,000
<b>Total</b>	<b>\$6,920,000</b>

\* Preliminary; subject to change.