



**FIRST AMENDMENT TO FINANCIAL ADVISORY SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
FORD & ASSOCIATES, INC.**

THIS AGREEMENT, dated this 26 day of February 2018, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

FORD & ASSOCIATES, INC., a Company authorized to do business in the State of Florida, with a business address of **109 South MacDill Avenue, Tampa, FL 33609-3128**, hereinafter referred to as "ADVISORS". "CITY" and "ADVISORS" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **RFP # FN-13-01**, on **August 6, 2013**, the CITY and ADVISORS entered into the Original Agreement for **Financial Advisory Services** for an initial **five (5) year period**, which expires on **May 14, 2018**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for **two (2) additional two (2) year periods**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties specifically seek to execute the **first two (2) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Article 6.3, entitled "Records", is hereby amended by the addition of **Section 6.3.3 and Section 6.3.4**, as follows:



6.3.3 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Advisors shall comply with Florida's Public Records Law. Specifically, the Advisors shall:

6.3.3.1 Keep and maintain public records required by the CITY to perform the service;

6.3.3.2 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, Fla. Stat., or as otherwise provided by law;

6.3.3.3 Ensure that public records that are exempt or that are confidential and exempt from public record 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 Advisor does not transfer the records to the CITY; and

6.3.3.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the Advisor or keep and maintain public records required by the CITY to perform the service. If the Advisor transfer all public records to the CITY upon completion of the contract, the Advisor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Advisor keeps and maintains public records upon completion of the contract, the Advisor 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.

6.3.4 The failure of Advisors to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE ADVISORS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ADVISORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**



SECTION 3. The Original Agreement is hereby renewed for the **first two (2) year renewal** period commencing on **May 15, 2018** and terminating on **May 14, 2020**.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 6. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

BY: Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM:

Office of the City Attorney
OFFICE OF THE CITY ATTORNEY



ADVISORS:

FORD & ASSOCIATES, INC.

BY: Jerry W. Ford

Print Name: Jerry W. Ford

Title: President

WITNESSES

Print Name

Print Name

STATE OF Florida)

) ss:

COUNTY OF Hillsborough)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared JERRY W. FORD as PRESIDENT of **FORD & ASSOCIATES, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **FORD & ASSOCIATES, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 24th day of FEBRUARY, 2018.

Hermenia C. Hohmann
NOTARY PUBLIC

HERMINIA C. HOHMANN
(Name of Notary Typed, Printed or Stamped)



AGREEMENT FOR FINANCIAL ADVISOR SERVICES

THIS IS AN AGREEMENT, dated the 6 day of August, 2013, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

FORD & ASSOCIATES, INC., authorized to do business in the State of Florida, with a business address of 109 South MacDill Avenue, Tampa, FL 33609-3128, hereinafter referred to as "ADVISORS".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and ADVISORS agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On March 12, 2013, the CITY advertised its request for proposal No. FN 13-01 (hereinafter, "RFP") which set forth the CITY's desire to hire a firm to provide:

Financial Advisory Services for the City of Pembroke Pines
RFP No. FN 13-01

1.2 On April 16, 2013, the responses to the RFP were opened at the offices of the City Clerk.

1.3 On June 19, 2013, the CITY awarded the RFP to ADVISORS and authorized the proper City officials to enter into this Agreement with ADVISORS to render the professional services more particularly described herein below.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 ADVISORS hereby agree to perform the financial advisory services described in the the RFP dated March 12, 2013 and as set forth in **Exhibit "A"** and ADVISORS' response ("**Exhibit "B"**") to the RFP dated April 16, 2013.

2.2 Both **Exhibits "A" and "B"** are attached hereto and by this reference made a part hereof. In case of a conflict or a perceived conflict between Exhibits "A" and "B," the terms and conditions set forth in Exhibit "A" shall govern. However, in the event of a conflict between either exhibit and this Agreement, the terms of this Agreement shall prevail.

2.3 ADVISORS shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner.

2.4 ADVISORS hereby represent to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with ADVISORS, that ADVISORS have the professional expertise, experience and manpower to perform the services to be provided by ADVISORS pursuant to the terms of this Agreement.

ARTICLE 3
TIME FOR PERFORMANCE

3.1 ADVISORS shall perform the services identified in Article 2 and **Exhibit "A"** on a timely basis.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate ADVISORS for all services performed by ADVISORS pursuant to the provisions of this Agreement in accordance with the following schedule (the "Fee"):

FEE SCHEDULE

The "Fee Schedule" is Attachment A to ADVISORS' response ("Exhibit "B") to the RFP specifically attached to this agreement as "Exhibit C"

These fees may not be exceeded without a separate, written amendment to this Agreement.

4.2 Method of Billing and Payment.

4.2.1 ADVISORS shall be entitled to invoice the City upon the successful completion of the services rendered and successful delivery of the debt instruments to the purchaser, in accordance with the Fee Schedule, as accepted by CITY.

4.2.2 CITY will make its best efforts to pay ADVISORS within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.2.3 Payment will be made to ADVISORS at:

Ford & Associates, Inc.
109 South MacDill Avenue
Tampa, FL 33609-3128

ARTICLE 5 **CHANGES IN SCOPE OF WORK**

5.1 CITY or ADVISORS may request changes that would increase, decrease or otherwise materially modify the Scope of Services to be provided under this Agreement. Such changes must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement. In no event will the ADVISORS be compensated for any work which has not been previously approved in writing by the City. The ADVISORS must submit a not to exceed fee quote for each project subject to written approval by the City based on the rates set forth in Article 4.1.

ARTICLE 6 **MISCELLANEOUS**

6.1 **Ownership of Documents.** Reports, surveys, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed.

6.2 **Term and Termination.**

6.2.1 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to ADVISORS in which event the ADVISORS shall be paid their compensation for services performed to termination date. In the event that the ADVISORS abandon this Agreement or cause it to be terminated, they shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by ADVISORS shall become the property of CITY and shall be delivered by ADVISORS to CITY.

6.2.2 This Agreement shall take effect as of the date of award by the City Commission and shall end May 14, 2018. Thereafter, this Agreement may be renewed for two (2) additional two (2) year periods subject to Agreement by both parties, and providing that all terms, conditions and specifications remain the same.

6.3 Records.

6.3.1 ADVISORS shall maintain all records and working papers concerning this Agreement and work performed hereunder this Agreement, even if this Agreement is terminated before completion. Such records will be available to the City for inspection at any time for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by CITY and advised such records must be kept for a longer period, or as may otherwise be required pursuant to the Florida Public Records Laws.

6.3.2 ADVISORS shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by CITY and advised such records must be kept for a longer period, or as may otherwise be required pursuant to the Florida Public Records Laws. ADVISORS shall further be required to respond to the reasonable inquiries of successor advisors and allow successor advisors to review ADVISORS working papers. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees based upon such entries.

6.4 Indemnification.

6.4.1 ADVISORS shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all actions, claims, suits, causes of action, proceedings, penalties, liabilities and judgments for damages, or equitable relief of any nature whatsoever, arising out of or in connection with any processes, or procedures, acts or omissions, errors, or negligent act of ADVISORS, its agents, servants or employees in the

performance of services under this Agreement, excluding bona fide statements/expressions of opinion, set forth as such, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the services performed by the ADVISORS pursuant to this Agreement. In any litigation brought against the CITY arising out of or in connection with this Agreement CITY will have the option of either (i) accepting counsel retained by the ADVISORS, or (ii) retaining its own counsel and having ADVISORS reimburse the CITY for its attorneys fees cost and expenses, provided, however, ADVISORS shall have the right upon request to audit the amount of such fees, cost and expenses to insure they were reasonably incurred.

6.4.2 ADVISORS shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. ADVISORS will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by ADVISORS pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

6.4.3 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the ADVISORS and that Florida Statutes may require a specific consideration be given therefor. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by ADVISORS. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

6.5 Insurance.

6.5.1 The ADVISORS shall not commence work under this Agreement until they have obtained all insurance required under this paragraph and such insurance has been approved by the City Manager of the CITY nor shall the ADVISORS allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

6.5.2 Certificates of insurance, reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.5.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the ADVISORS shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. The ADVISORS shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. ADVISORS shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

6.5.4 REQUIRED INSURANCE

6.5.4.1. COMPREHENSIVE GENERAL LIABILITY insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit - Each Occurrence
\$1,000,000	Combined Single Limit - Annual Aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products\Completed Operations Aggregate
\$1,000,000	Professional Liability - Per Occurrence

The ADVISORS shall hold the CITY, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured on its General Liability policy.

6.5.4.2. WORKERS COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the ADVISORS shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the ADVISORS. The ADVISORS and their subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

Workers Compensation	Statutory
Employer's Liability	\$500,000 - Each Accident
	\$500,000 – Disease-policy limit
	\$500,000 – Disease-each employee

If ADVISORS claim to be exempt from this requirement, ADVISORS shall provide CITY proof of such exemption along with a written request for CITY to exempt ADVISORS, written on ADVISORS' letterhead.

6.5.4.3 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

6.5 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the ADVISORS are independent contractors under this Agreement and not the CITY's employees for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The ADVISORS shall retain sole and absolute discretion in the judgment of the manner and means of carrying out ADVISORS' activities and responsibilities hereunder. The ADVISORS agree that they are a separate and independent enterprise from the CITY, that they have full opportunity to find other business, that they have to make their own investment in their business, and that they will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the ADVISORS and the CITY and the CITY will not be liable for any obligation incurred by ADVISORS, including but not limited to unpaid minimum wages and/or overtime premiums.

6.6 Assignments; Amendments.

6.6.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by ADVISORS without the prior written consent of CITY. However, this Agreement shall run to the CITY and its successors and assigns.

6.6.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.7 No Contingent Fees. ADVISORS warrant that they have not employed or retained any company or person, other than bona fide employees working solely for the ADVISORS to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employees working solely for ADVISORS any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.8 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the ADVISORS and the CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

ADVISORS: Jerry W. Ford, President
Ford & Associates, Inc.
109 South MacDill Avenue
Tampa, Florida 33609-3128
Telephone No. (813) 874-6621
Facsimile No. (813) 874-664
Email jwford@fordassocinc. com

6.9 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.10 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

6.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

6.12 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.13 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

6.14 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CITY and the ADVISORS and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

JUDITH A. NEUGENT, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CITY

BY:

CHARLES F. DODGE, CITY MANAGER

WITNESSES:

WITNESSES

ADVISORS

BY:

Print Name: JERRY W. FORD

Title: PRESIDENT

ATTEST:

SECRETARY

STATE OF FLORIDA)

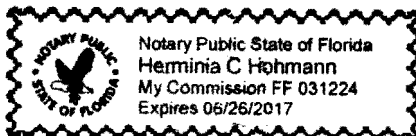
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared JERRY W. FORD as PRESIDENT of FORD ASSOCIATES, INC. and acknowledged (s)he executed the foregoing Agreement as the proper official of FORD ASSOCIATES, INC. for the use and purposes mentioned in it and that the instrument is the act and deed of JERRY W. FORD.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 24th day of July, 2013.

NOTARY PUBLIC

My Commission Expires:





FORD&-1

OP ID: EN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MORROW INSURANCE GROUP LENORA C. OLNEY/A196064 18936 NORTH DALE MABRY HIGHWAY TAMPA, FL 33548 DAVID HERNANDEZ		Phone: 813-963-1669 Fax: 813-961-3743	CONTACT MORROW INSURANCE GROUP PHONE (A/C, No, Ext): 813-963-1669 FAX (A/C, No): 813-961-3743 E-MAIL ADDRESS: EILEEN@MORROWINSURANCE.NET																					
INSURED FORD & ASSOCIATES INC 109 SOUTH MACDILL AVE TAMPA, FL 33609		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>BANKERS INSURANCE GROUP</td><td>33162</td></tr><tr><td>INSURER B:</td><td>TRAVELERS INSURANCE COMPANY</td><td>19038</td></tr><tr><td>INSURER C:</td><td>GEMINI INSURANCE COMPANY</td><td>10833</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	BANKERS INSURANCE GROUP	33162	INSURER B:	TRAVELERS INSURANCE COMPANY	19038	INSURER C:	GEMINI INSURANCE COMPANY	10833	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		09-0004992525-4-00	03/01/2013	03/01/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY			BA5B081137	03/06/2013	03/06/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
C	PROFESSIONAL LIABILITY			VPPL006953 CLM MADE/RETRO 4/7/2003	04/07/2013	04/07/2014	AGGREGATE	1,000,000
	OCCURENCE						1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF PEMBROOKE PINES IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY PER FORM BP 0448 0106

CERTIFICATE HOLDER**CANCELLATION**

CITYPEN CITY OF PEMBROOKE PINES 13975 PEMBROKE ROAD PEMBROOKE PINES, FL 33026	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>David X. Hernandez</i>
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City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 16.

File Number: 13-2513

File Type: Commission Items

Status: Passed Substitute Motion

Version: 0

Reference:

Controlling Body: City Commission

Requester: Purchasing Manager

Initial Cost:

Introduced: 05/01/2013

File Name: Award FN-13-01 Financial Advisory Services to PFM Group

Final Action: 05/15/2013

Title: MOTION TO APPROVE THE RECOMMENDATION OF THE EVALUATION COMMITTEE FOR FN-13-01 "FINANCIAL ADVISORY SERVICES" AND AWARD THE CONTRACT TO PUBLIC FINANCIAL MANAGEMENT, INC

Notes:

- Attachments:**
1. Proposal from Public Financial Management, Inc.
 2. RFP# FN-13-01 Financial Advisory Services
 3. Draft Minutes of RFP FN 13-01 Financial Advisory Services 04 30 2013
 4. FN 13-01 Financial Advisory Services Score Sheets final

Agenda Date: 05/15/2013

Agenda Number: 16.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	05/15/2013	approve a substitute motion				Pass
Verbose Action: to send this matter back to the selection negotiation [evaluation committee] for re-review							
Notes: On the original motion by Vice Mayor Castillo, seconded by Commissioner Schwartz, to approve Item 16, no vote was taken.							
Aye: 5				Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz, Commissioner Shechter and Commissioner Siple			
Nay: 0							

SUMMARY EXPLANATION AND BACKGROUND:

1. The City of Pembroke Pines Finance Department requires the services of a qualified firm to provide debt management services.
2. On March 6, 2013, the City Commission authorized the advertisement of the solicitation FN-13-01 "Financial Advisory Services."
3. On April 16, 2013, the City received four proposals from the following firms:

- Public Financial Management, Inc
- Ford & Associates
- FirstSouthwest
- Dunlap & Associates, Inc.

4. On April 30, 2013, the City convened an evaluation committee tasked with evaluating the proposals to score and rank them according to the criteria listed below and included in the request for proposals:

- Experience & Qualification of the Firm 20%
- Qualifications of Individuals to be Assigned to the City 30%
- Methodology & Approach to be Applied to the Contract Svcs 20%
- Pricing Structure 15%
- References 10%
- Local Vendor Preference 5%

5. The results of the scoring and ranking are as follows:

- 1 - Public Financial Management, Inc
- 2 - Ford & Associates, Inc.
- 3 - FirstSouthwest
- 4 - Dunlap & Associates

6. The Committee unanimously approved recommending the top ranked firm to the City Commission for award of this project.

7. Request Commission approve the recommendation of the Evaluation Committee for FN-13-01 "Financial Advisory Services" and award the contract to Public Financial Management, Inc.

Item has been reviewed by the Commission Auditor and approved for the Agenda.
FINANCIAL IMPACT DETAIL:

a) Initial Cost: Not Available. Costs are determined based on type and amount of bond issue/financing approved by the City Commission.

b) Amount budgeted for this item in Account No: This item is not budgeted by the City; it becomes part of the cost of issuance provided by the bond proceeds.

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project Not Applicable

e) Detail of additional staff requirements: Not Applicable



FINANCIAL ADVISORY SERVICES

REQUEST FOR PROPOSAL # FN-13-01

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
13975 PEMBROKE ROAD
PEMBROKE PINES, FLORIDA 33026
(954) 704-1259



City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Iris A. Siple, Commissioner

March 12, 2013

RFP # FN-13-01

REQUEST FOR PROPOSAL

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

"RFP # FN-13-01 FINANCIAL ADVISORY SERVICES"

Specifications may be obtained from the City of Pembroke Pines website at the following link:
<http://www.ppines.com/bids/bidsnew.html>

If you have any problems downloading the specifications, please contact the Purchasing Office located at 13975 Pembroke Road, Pembroke Pines, Florida 33027, (954) 704-1259 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday.

Proposals will be accepted until 2:00 p.m., Tuesday, April 16, 2013, in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, to be opened at **2:30 p.m.**

Envelopes must be sealed and plainly marked:

"RFP # FN-13-01 FINANCIAL ADVISORY SERVICES"

The City Commission of the City of Pembroke Pines reserves the right to reject any and all proposals; to waive any and all informalities or irregularities, and to reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Pembroke Pines.

CITY OF PEMBROKE PINES

Judith A. Neugent
City Clerk



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March 12, 2013

RFP# FN-13-01
Financial Advisory Services

SECTION 1 – INTRODUCTION

The purpose of this Request for Proposal is to obtain the services of a qualified firm to provide debt management services as described in the Scope of Services Section.

SECTION 2 – BACKGROUND

2.1 Profile of the Government

The City of Pembroke Pines is the 11th largest city in Florida. As of September 30, 2012, the most recent official population estimate was 152,435. The City of Pembroke Pines was incorporated on January 19, 1960 and operates under a Commission-Manager form of government. The City Commission is comprised of the Mayor and four Commissioners who are responsible for enacting ordinances, resolutions and regulations governing the City as well as appointing the members of various advisory boards, the City Manager, the City Attorney, and the Finance Director. As Chief Administrative Officer, the City Manager is responsible for enforcement of laws and ordinances and appoints and supervises the department directors of the City.

2.2 Audited & “Unaudited” Interim Financial Statements/Reports

The City’s Audited Financial Statements are available through September 30, 2011 at www.ppines.com/finance/index.html and click on financial statements.

The City “Unaudited Interim Financial Statements for the Fiscal Year 2011-12 and 2012-13 can also be accessed from the following link <http://www.ppines.com/finance/systems/interim.html>

2.3 Outstanding Debt

As of September 30, 2012 the total principal debt outstanding was \$378,725,747. The schedule of outstanding debt as of September 30, 2012 is shown in Attachment I. Copies of the Official Statements issued during the past 4 years can be obtained free of charge at: www.munios.com

SECTION 3 – SCOPE OF SERVICES TO BE PROVIDED

3.1 Role of the Financial Advisor

1. Serve as the City’s consultant on all matters pertaining to the City’s debt management.
2. Assist the City in obtaining the highest underlying credit rating on all current and proposed bond issues.



3. Provide independent financial advice and serve solely the interests of the City.
4. Manage the bond financing process and negotiate key business points to accomplish the City's objectives.

3.2 Services to be Provided

The City seeks to utilize the best combination of options available to adequately address the capital and financing needs of the City. The selected Financial Advisor will be required to perform the following:

3.2.1 Debt Issuance

1. Develop a plan of finance and prepare financing schedules, which would include recommendations as to the timing of bonds to be issued.
2. Evaluate legal approaches permitting various financing structures; propose and evaluate financing methods, to be considered for accomplishing the City's objectives. This will be done in conjunction with the City's staff and legal counsel.
3. Review legal documents.
4. Analyze and report on the advantages and disadvantages of each proposed financing.
5. Provide analysis of the sensitivity of different interest rates and financing plans on the City's annual debt service. The City's Finance Department will provide the Financial Advisor with existing debt service schedules, historical revenue trends, millage levels, taxable valuations, and other related information.
6. Advise the City on both the advantages and disadvantages of competitive vs. negotiated sales.
7. Advise the City as to the acceptance or rejection of the bids to purchase the bonds received at public sale, or the bond purchase agreement received from the investment bankers through a negotiated basis.
8. Assist in developing RFP specifications for underwriter services, and provide assistance in the selection of underwriters/ investment banking firms. Make recommendations as to the number of underwriters or investment banking firms and the split between firms selected to successfully market issues.
9. Provide assistance in developing and evaluating RFP's or other materials to obtain:
 - a. Services and costs of a paying agent/registrar, or other professionals as agreed upon.
 - b. Outside printing services for Preliminary and Final Official Statements, Certificates, and other major printing requirements associated with a debt issuance.



- c. Assignment of roles and responsibilities of investment bankers, trustee, registrar, paying agent, insurers, consultants and other team members to facilitate the financing, and to insure all team members understand and perform their respective responsibilities.
10. Work with the City's bond counsel and financing team in recommending size, structure, specific terms and conditions of a debt issue. Present information regarding methods of sale, including publicly offered and privately negotiated options.
11. Advise the City's financing team on areas of industry specific knowledge that affects the financing and marketing of the project's debt.
12. Assist bond counsel in preparing the text of an official statement as required for competitive sale of bonds, and assist in submitting any and all filings to the various State and Federal Agencies associated with bond issues. Official statements will include a description of the securities, the project, and pertinent financial and economic data. In the preparation of such an official statement, assist the City in ascertaining material facts and circumstances regarding the project.
13. Assist the City in preparation of a presentation package to be submitted to bond rating agencies.
14. Prepare credit profiles and assist the City in making presentations to bond insurance companies and/or rating agencies. These agencies may require sufficient information to receive the highest possible rating on any securities prior to the sale of such securities.
15. Prior to the sale of securities, assist in representing the City at information meetings and validation hearings in [various locations] if such meetings are necessary or desirable.
16. Assist in negotiations with bond insurers and/or letter of credit providers.
17. Manage competitive or negotiated sale process. Arrange for advertising and pre-marketing of issue. Represent the City at the bid opening for a public sale and analyze the bids, identify the most favorable bid, and make a recommendation as to award of the bid. Act as the City's agent if bid negotiations are required. After the bid is awarded, prepare an actual debt service table based on accepted coupon rates. In the event of a negotiated offering, assist the City in negotiating appropriate terms, reviewing spreads, comparing deals, analyzing market levels, and clarifying syndicate roles with selected underwriter.
18. Provide the City with assurances that the pricing of the bonds will give the City the lowest financing costs, including interest, based on the bond market at the time of issuance.
19. Assist the City in closing the financing.
20. Research and advise on aspects of tax exemption and arbitrage in cooperation with the City's legal counsel and bond counsel.



21. Prepare and deliver presentations designed to facilitate an understanding of public sector financing and its implications to the Commissioners and other governing boards as may be necessary.

3.2.2 General Services to be provided

1. Analyze the financing impact of project costs, cash flow projections and rate implications. Participate in the development of alternate strategies with City's financing team.
2. Review and analyze the City's Debt Policies and make recommended changes to management on an annual basis.
3. Provide other assistance, advice and services to the City as may be appropriate in the role of the Financial Advisor.

3.3 Reporting

1. The Financial Advisor will report to the Finance Director and the City Manager.
2. Financial Advisor, shall monitor refinancing opportunities on an ongoing basis, and shall provide the City Commission with a summary of such opportunities at least annually, or more often, as appropriate.

SECTION 4 – PROPOSAL PACKAGE

All proposals shall address and be presented as outlined below:

4.1 Title Page

To include the following (see Attachment J):

- RFP Subject "FN-13-01 – Financial Advisory Services
- Date
- Name of the Firm
- Contact Person (including title) authorized to represent your company
- Telephone Number
- Email Address

4.2 Table of Contents

Include a clear identification of the material included in the proposal by page number.

4.3 Proposal

- A. Letter of Interest: Limit to one (1) page.** Letter shall include a brief history of the Proposer and explain the specific reasons why the Proposer is the most



qualified and best choice to be awarded this Contract. Include a positive commitment to perform the required work, and should name all of the persons authorized to make presentations for the Proposer, including the titles, addresses, and telephone numbers.

B. Affirmation of Prerequisite Qualifications and Statements of No Conflict Form (Attachment K.)

C. Experience & Qualifications of the Firm

1. Provide a brief summation of the reasons you believe your firm should be selected. In particular, the City is interested in the unique capabilities of your firm that distinguish it from other firms. Be specific and relate this discussion to how the City will benefit by choosing your firm as financial advisor. **Also include specific experience with regards to variable rate debt and SWAP transactions. Please limit your response to not more than two (2) pages.**
2. In the table provided in Attachment L, list of all debt for which the firm acted as financial advisor **for governmental entities in Florida since 2005** that were General Obligation, Revenue Bonds, and Variable Rate. Distinguish between negotiated sale and competitive bid.

D. Qualifications of Individuals Assigned to the City

1. The consultant shall identify the financing team and any other key personnel involved in this project including sub-consultants and co-proposers. The people identified as this team will be the ones allowed to participate in the event the team is invited for an interview.
2. In the table provided in Attachment M, identify in what capacity they will be involved, and the percentage of time committed for each individual to the account. Experience with other Florida governments and Florida debt issuance should also be included.

E. Methodology and Approach to be applied to the Contract Service. (Maximum 2 Pages)

1. Describe the firm's access to sources of current market information to assist in pricing of negotiated sales and to assist the City in planning and executing competitive sales.
2. Discuss the following:
 - a. Analytical procedures and capabilities of the firm
 - b. Training and education (continuing education) for firm staff.
3. Other standards used: List in detail, any additional standards, and/or practices that you consider worthy of consideration in evaluating your Proposal



F. Price Proposal Form (Attachment A)

1. Complete the tables below and provide the **Total All-Inclusive Maximum Price** by bond issue.
2. The fee shall be expressed in terms of \$1,000 of bonds issued. Payment of fees will be contingent upon the successful issuance of the bonds.
3. The cost bid should contain all pricing information relative to performing the services as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs **including all out-of-pocket expenses**, unless specifically authorized in writing by the City.
4. The City of Pembroke Pines will not be responsible for expenses incurred in preparing and submitting the request for proposal. Such costs should not be included in the proposal.
5. Fees for additional Agreement extensions

All fees proposed shall be firm for this engagement and for other engagements during the period of the contract term.

6. Fee for Non-transactional services

Each proposer is to include hourly rates for special non-transactional services and financings not involving a public offering of securities, by level of personnel to be involved. The successful Proposer must submit a not to exceed fee quote for each project subject to written approval by the City.

G. References Form (Attachment N)

H. Litigations Claim Form (Attachment O)

I. Pending Investigations, Enforcements, Actions by SEC of other Regulatory Body Form (Attachment P)

J. Disclosures

The consultant must disclose the following:

- 1) Any professional or personal financial interest which could be a possible conflict of interest in representing the City.
- 2) Any arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts.
- 3) Any affiliation or relationship with any broker-dealer. **If none, state as such.** If affiliations exist, certify that the firm will not engage in any activities with



the related party that would present a conflict of interest related to any financings.

- 4) Any finder's fees, fee splitting, payment to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest.
- 5) The firm's (or proposed subcontractors') professional relationships involving the City of Pembroke Pines within the past five (5) years.

K. STANDARD QUALIFYING DATA, FORMS, AND CERTIFICATIONS

1. City of Pembroke Pines Vendor Information Form and a W-9 (Attachment B).
2. Non-Collusive Affidavit (Attachment C).
3. Sworn Statement on Public Entity Crimes Form (Attachment D).
4. Proposer's Completed Qualification Statement (Attachment E).
5. Local Vendor Preference Certification, if applicable (Attachment F).
6. Proof of Insurance according to the requirements included in this RFP. See attached Sample Insurance Certificate (Attachment G).

SECTION 5 – EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will then evaluate all proposer qualifications, references, and technical submittals as contained in the proposal based on the following criteria:

Criteria	Maximum Points
Experience & Qualifications of the Firm	20 points
Qualifications of Individuals to be Assigned to the City	30 points
Methodology & Approach to be Applied to the Contract Services	20 points
Pricing Structure	15 points
References	10 points
Local Vendor Preference*	5 points
Total	100 points

- * Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall



receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.

- C. Once the Evaluation Committee has completed the evaluation of all proposals, the committee will then score each of the proposals based on the weighted criteria listed above.
- D. The scores for all proposals will be tabulated and each proposal will be ranked. The first ranked proposer resulting from this process will be recommended to the Pembroke Pines City Commission for award.
- E. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

SECTION 6 – TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	03/12/2013
Question Due Date	04/8/2013
Anticipated Date of Issuance for the Addenda with Questions and Answers	04/10/2013
Proposals will be accepted until	2:00 p.m., April 16, 2013
Proposals will be opened at	2:30 p.m., April 16, 2013
Evaluation of Proposals by the Evaluation Committee	TBD
Recommendation of Firm to City Commission for award	TBD

SECTION 7 – SUBMISSION REQUIREMENTS

To respond to the Request for Proposals, applicants shall submit one original, eight (8) paper copies and two electronic copies (CDs or USB Drives are acceptable forms of electronic copies) of their sealed submittal **on or before 2:00 p.m. on Tuesday, April 16, 2013**, to the:

City of Pembroke Pines
Office of the City Clerk, 5th Floor
10100 Pines Boulevard
Pembroke Pines, FL 33026

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA E-MAIL.

The submittal must be clearly marked **“RFP# FN-13-01 FINANCIAL ADVSIORY SERVICES”**



All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 10100 Pines Boulevard, 5TH Floor, Pembroke Pines, FL. 33026.

Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed.

Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.

Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Proposals received from Proposers in response to the Request for Proposals will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Proposer may withdraw its Proposal and the Bid Security will be returned if applicable. Thereafter, the Proposer will be disqualified from further bidding on the subject Contract.



To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

CITY reserves the right to reject the Proposal of any Proposer if CITY believes that it would not be in the best interest of the CITY to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

The Contract shall be awarded by City's Commission to the responsible Proposer whose Proposal is determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Evaluation of Proposals.

SECTION 8 – ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS

Any and all "Additional Information and Instructions to Proposers" as provided below that may vary from the General Conditions shall have precedence.

8.1 Examination of Contract Documents

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

8.2 Interpretations and Addenda

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a written request directed to the Purchasing Manager for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Manager by **April 8, 2013**. Questions received after **April 8, 2013** shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda by certified mail, return receipt requested, mailed to all parties recorded by CITY'S Purchasing Manager as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.



8.3 Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

8.4 Rules, Regulations, Laws, Ordinances & Licenses

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

8.5 Indemnification and Insurance

The Successful Proposer shall comply with the City's Standard Insurance Requirements, and Indemnifications set forth therein, a copy of which is attached.

8.6 Contract Related to Services

A Specimen contract is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the attached Specimen Contract (**Attachment H**).

8.7 Terms/Termination

The City is seeking a contract with a term of five (5) years, with two (2) renewals of two (2) years at the option of the City.

The following termination rights will be part of the Agreement between the City and the Successful Proposer:

This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to PROPOSER in which event the PROPOSER shall be paid their compensation for services performed to termination date. In the event that the PROPOSER abandons this Agreement or cause it to be terminated, they shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by PROPOSER shall become the property of CITY and shall be delivered by PROPOSER to CITY.

8.9 Contact Information

All questions related to this solicitation should be forwarded to Christina Sorensen, Purchasing Manager at purchasing@ppines.com



CITY OF PEMBROKE PINES
PEMBROKE PINES, FLORIDA

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.

1. **SUBMISSION AND RECEIPT OF BIDS:**

- A. Proposals, to receive consideration, must be received prior to the specific time opening as designated in the invitation.
- B. Unless otherwise specified, bidders must use the proposal form furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- C. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with pen and ink.

2. **WARRANTIES FOR USAGE:**

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3. **PRICES TO BE FIRM:**

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

4. **DELIVERY POINT:**

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

5. **BRAND NAMES:**

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation



and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

6. QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

7. SIGNATURE REQUIRED:

All quotations must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. **FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.**

8. ACCEPTANCE OF MATERIAL:

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

9. VARIATIONS TO SPECIFICATIONS:

The specifications, as set forth, are guideline specifications only. The specifications do not have to be strictly adhered to; however, any variation to these specifications must be specifically listed and included with the bid documents. Any variation to these specifications must be within reason, and must meet minimum bid specifications.

10. DELIVERY:

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

11. DEFAULT PROVISION:

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

12. PRICING:



Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

13. COPYRIGHT OR PATENT RIGHTS:

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

14. SAMPLES:

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

15. TAXES:

The City of Pembroke Pines is exempt from any taxes imposed by state and/or Federal Government. Exemption certificates certified on request. (Not applicable on construction remodeling projects.)

16. FAILURE TO QUOTE:

If you do not quote, return quotation sheet and state reason. Otherwise, your name may be removed from our mailing list.

17. MANUFACTURER'S CERTIFICATION:

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

18. SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

19. RESERVATIONS FOR REJECTION AND AWARD:

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further



reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

20. CONFLICT OF INSTRUCTIONS:

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in proposal form, the proposal form shall govern.

21. LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida and Ordinances of the City of Pembroke Pines shall apply to any resulting award.

All OSHA Standards, rules and/or regulations will apply to any item(s) of equipment or materials supplied as a result of this bid.

Bidder warrants by signature on his proposal sheet that prices quoted here are in conformity with the latest federal price guidelines, if any.

22. DAVIS-BACON & RELATED ACTS:

Contractors or their subcontractors are required to comply with all aspects of the Davis Bacon Act as it applies to construction, alternations or repairs of public buildings or public works.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.



23. LOCAL GOVERNMENT PROMPT PAYMENT ACT:

The law restricts the percentage of payment that local governments may withhold from contractors during construction. Once a construction project is substantially completed, the law requires local governments to develop a list of items (punch list) for final acceptance of construction services. §218.70, Florida Statutes.

24. TAX SAVER PROGRAM:

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

25. PUBLIC ENTITY CRIMES:

“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 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 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

26. OWNER’S CONTINGENCY:

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an “Owner’s Contingency”. This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner’s Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract.

This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor’s overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner’s Contingency without the expressed prior approval of the City’s authorized representative. Any Owner’s Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City’s authorized representative.

Judith A. Neugent
City Clerk
CITY OF PEMBROKE PINES
10100 PINES BOULEVARD



INSURANCE REQUIREMENTS

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.



REQUIRED INSURANCE

1. **COMPREHENSIVE GENERAL LIABILITY INSURANCE** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 (**mostly for construction or equipment sold to the CITY**)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

2. **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE** covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation : Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

3. **COMPREHENSIVE AUTO LIABILITY INSURANCE** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000



2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000
4. **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.
5. **SEXUAL ABUSE** may not be excluded from any policy.

REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORS' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.



City of Pembroke Pines

Company Name: _____

PROPOSAL FORM**RFP#: FN-13-01****DATE: April 16, 2013**

TO: CITY OF PEMBROKE PINES
 10100 PINES BOULEVARD
 PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE “**Request for Proposals**” dated **March 12, 2013** titled “**Financial Advisor**” attached hereto as a part hereof the undersigned proposes the following:

SCHEDULE OF FEES

	General Obligation Bonds		Revenue Bonds						Other
Description	Negotiated Sale	Competitive Bid	Negotiated Sale	Competitive Bid	Variable Rate Bonds	Private Placement Debt	Bank Loan	Tax Credit Bonds	Derivatives
Fee per \$1,000									
First 25 million									
Next 25 million									
Next 50 million									
Amount over 100 million									
Minimum									
Maximum									



Company Name: _____

SCHEDULE OF PROFESSIONAL FEES FOR NON-TRANSACTIONAL SERVICES

	Hourly Rates	
	Standard	Quoted
Project Manager/Supervisory		
Senior Associates		
Associates		
Support Staff		
Other (specify):		
Total		

Proposal Checklist

Is there at least one original and two copies of the proposal submitted within this package? Yes_____ Initial_____

Is there two electronic copies of the proposal submitted within this package? Yes_____ Initial_____

Are completed Attachments A, B, C, D, E, F, I, J, K, L, M, N, O, & P included in this package? Yes_____ Initial_____

Please confirm receipt of addenda:

I received Addendum # _____ Dated _____ Initial_____

I received Addendum # _____ Dated _____ Initial_____

I received Addendum # _____ Dated _____ Initial_____

Did you receive any additional addenda? If so, please specify: _____



City of Pembroke Pines

Company Name: _____

PLEASE PRINT

NAME: _____

COMPANY: _____

STREET ADDRESS: _____

CITY & STATE: _____

ZIP CODE: _____ TELEPHONE: _____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to accountspayable@ppines.com

City of Pembroke Pines
Qhleg'qh'vj g'Ekw 'Ergtm
10100 Pines Boulevard
Pembroke Pines, FL 33026

Vendor Information Form

Operating Name (Payee)			
Legal Name (as filed with IRS)			
Remit-to Address (For Payments)			
Remit-to Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Order-from Address (For purchase orders)			
Order-from Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)			
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

☐ Corporation

Federal ID Number:

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership

☐ Health Care Service Provider

☐ LLC – C (C corporation) – S (S corporation) – P (partnership)

☐ Other (Specify):

Name & Title of Applicant _____

Signature of Applicant _____ **Date** _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	<input type="checkbox"/> Exempt payee
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

By _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public (Signature)

My Commission Expires:



**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest



in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



City of Pembroke Pines

Bidder's Name

Signature

Date: _____

State of: _____

County of : _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____, 20____, by _____, who is (who are) personally known to me
or who has produced _____ as identification and who did (did
not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____



PROPOSER'S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title: _____

PROPOSER'S Telephone and Fax Number: _____

PROPOSER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business _____

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this RFP: _____

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

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

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)



Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

At what address was that business located?

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

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

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



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

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

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

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

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.



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

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

Are you an ☐ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:



Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

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

By

(Signature)



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

The preference is used to evaluate the submittals received from bidders are assigned point totals, a preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<div style="border: 1px solid black; padding: 10px; text-align: center;"> Must Include General Liability </div>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<div style="border: 1px solid black; padding: 10px; text-align: center;"> SAMPLE CERTIFICATE </div>								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines FL 33026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE INSURER.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE

AGREEMENT FOR FINANCIAL ADVISOR SERVICES

THIS IS AN AGREEMENT, dated the _____ day of _____, 200_____, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

_____, authorized to do business in the State of Florida, with a business address of _____, hereinafter referred to as "ADVISORS".

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and ADVISORS agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On _____, the CITY advertised its request for proposal No. FN 13-01 (hereinafter, "RFP") which set forth the CITY's desire to hire a firm to provide:

Financial Advisory Services for the City of Pembroke Pines
RFP No. FN 13-01

1.2 On _____, the responses to the RFP were opened at the offices of the City Clerk.

1.3 On _____, the CITY awarded the RFP to ADVISORS and authorized the proper City officials to enter into this Agreement with ADVISORS to render the professional services more particularly described herein below.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 ADVISORS hereby agree to perform the financial advisory services described in the the RFP dated _____ and as set forth in **Exhibit "A"** and ADVISORS' response ("**Exhibit "B"**") to the RFP dated _____.

2.2 Both **Exhibits "A" and "B"** are attached hereto and by this reference made a part hereof. In case of a conflict or a perceived conflict between Exhibits "A" and "B," the terms and conditions set forth in Exhibit "A" shall govern. However, in the event of a conflict between either exhibit and this Agreement, the terms of this Agreement shall prevail.

2.3 ADVISORS shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner.

2.4 ADVISORS hereby represent to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with ADVISORS, that ADVISORS have the professional expertise, experience and manpower to perform the services to be provided by ADVISORS pursuant to the terms of this Agreement.

ARTICLE 3
TIME FOR PERFORMANCE

3.1 ADVISORS shall perform the services identified in Article 2 and **Exhibit "A"** on a timely basis.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate ADVISORS for all services performed by ADVISORS pursuant to the provisions of this Agreement in accordance with the following schedule (the "Fee"):

FEE SCHEDULE

[Insert fee schedule]

4.1.X These fees may not be exceeded without a separate, written amendment to this Agreement.

4.2 **Method of Billing and Payment.**

4.2.1 ADVISORS shall be entitled to invoice the City upon the successful completion of the services rendered and successful delivery of the debt instruments to the purchaser, in accordance with the Fee Schedule, as accepted by CITY.

4.2.2 CITY will make its best efforts to pay ADVISORS within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.2.3 Payment will be made to ADVISORS at:

ARTICLE 5 **CHANGES IN SCOPE OF WORK**

5.1 CITY or ADVISORS may request changes that would increase, decrease or otherwise materially modify the Scope of Services to be provided under this Agreement. Such changes must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement. In no event will the ADVISORS be compensated for any work which has not been previously approved in writing by the City. The ADVISORS must submit a not to exceed fee quote for each project subject to written approval by the City based on the rates set forth in Article 4.1.

ARTICLE 6
MISCELLANEOUS

6.1 Ownership of Documents. Reports, surveys, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed.

6.2 Term and Termination.

6.2.1 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to ADVISORS in which event the ADVISORS shall be paid their compensation for services performed to termination date. In the event that the ADVISORS abandon this Agreement or cause it to be terminated, they shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by ADVISORS shall become the property of CITY and shall be delivered by ADVISORS to CITY.

6.2.2 This Agreement shall take effect as of the date of award by the City Commission and shall end _____. Thereafter, this Agreement may be renewed for two (2) additional two (2) year periods subject to Agreement by both parties, and providing that all terms, conditions and specifications remain the same.

6.3 Records.

6.3.1 ADVISORS shall maintain all records and working papers concerning this Agreement and work performed hereunder this Agreement, even if this Agreement is terminated before completion. Such records will be available to the City for inspection at any time for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by CITY and advised such records must be kept for a longer period, or as may otherwise be required pursuant to the Florida Public Records Laws.

6.3.2 ADVISORS shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by CITY and advised such records must be kept for a longer period, or as may otherwise be required pursuant to the Florida Public Records Laws. ADVISORS shall further be required to respond to the reasonable inquiries of successor advisors and allow successor advisors to review ADVISORS working papers. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees based upon such entries.

6.4 Indemnification.

6.4.1 ADVISORS shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all actions, claims, suits, causes of action, proceedings, penalties, liabilities and judgments for damages, or equitable relief of any nature whatsoever, arising out of or in connection with any processes, or procedures, acts or omissions, errors, or negligent act of ADVISORS, its agents, servants or employees in the performance of services under this Agreement, excluding bona fide statements/expressions of opinion, set forth as such, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the services performed by the ADVISORS pursuant to this Agreement. In any litigation brought against the CITY arising out of or in connection with this Agreement CITY will have the option of either (i) accepting counsel retained by the ADVISORS, or (ii) retaining its own counsel and having ADVISORS reimburse the CITY for its attorneys fees cost and expenses, provided, however, ADVISORS shall have the right upon request to audit the amount of such fees, cost and expenses to insure they were reasonably incurred.

6.4.2 ADVISORS shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. ADVISORS will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by ADVISORS pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

6.4.3 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the ADVISORS and that Florida Statutes may require a specific consideration be given therefor. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by ADVISORS. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

6.5 Insurance.

6.5.1 The ADVISORS shall not commence work under this Agreement until they have obtained all insurance required under this paragraph and such insurance has been approved by the City Manager of the CITY nor shall the ADVISORS allow any Subcontractor to commence work on his

sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

6.5.2 Certificates of insurance, reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.5.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the ADVISORS shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. The ADVISORS shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. ADVISORS shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

6.5.4 REQUIRED INSURANCE

6.5.4.1.COMPREHENSIVE GENERAL LIABILITY insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit - Each Occurrence
\$1,000,000	Combined Single Limit - Annual Aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products\Completed Operations Aggregate
\$1,000,000	Professional Liability - Per Occurrence

The ADVISORS shall hold the CITY, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured on its General Liability policy.

6.5.4.2.WORKERS COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the ADVISORS shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the ADVISORS. The ADVISORS and their subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

Workers Compensation	Statutory
Employer's Liability	\$100,000 - Each Accident
	\$500,000 – Disease-policy limit
	\$100,000 – Disease-each employee

If ADVISORS claim to be exempt from this requirement, ADVISORS shall provide CITY proof of such exemption along with a written request for CITY to exempt ADVISORS, written on ADVISORS' letterhead.

6.5.4.3 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

6.5 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the ADVISORS are independent contractors under this Agreement and not the CITY's employees for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The ADVISORS shall retain sole and absolute discretion in the judgment of the manner and means of carrying out ADVISORS' activities and responsibilities hereunder. The ADVISORS agree that they are a separate and independent enterprise from the CITY, that they have full opportunity to find other business, that they have to make their own investment in their business, and that they will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the ADVISORS and the CITY and the CITY will not be liable for any obligation incurred by ADVISORS, including but not limited to unpaid minimum wages and/or overtime premiums.

6.6 Assignments; Amendments.

6.6.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by ADVISORS without the prior written consent of CITY. However, this Agreement shall run to the CITY and its successors and assigns.

6.6.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.7 No Contingent Fees. ADVISORS warrant that they have not employed or retained any company or person, other than bona fide employees working solely for the ADVISORS to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employees working solely for ADVISORS any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall

have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.8 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the ADVISORS and the CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

ADVISORS: _____

Telephone No. _____
Facsimile No. _____

6.9 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.10 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

6.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

6.12 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.13 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

6.14 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CITY and the ADVISORS and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

JUDITH A. NEUGENT, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

WITNESSES:

ATTEST:

SECRETARY

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

CITY

BY: _____
MAYOR FRANK C. ORTIS

ADVISORS

BY: _____
Print Name: _____
Title: _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of _____, and acknowledged (s)he executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and that the instrument is the act and deed of _____.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2013.

NOTARY PUBLIC

My Commission Expires:

SCHEDULE OF OUTSTANDING DEBT

Description	Original Issue Amount	9/30/12 Balance Outstanding	Due within One Year
Public Improvement Revenue Bonds, Series 2001	\$ 19,600,000	\$ 1,845,000	\$ 905,000
Taxable Communications Services Tax Revenue Bonds, Series 2003A	39,935,000	36,390,000	840,000
Taxable Communications Services Tax Revenue Bonds, Series 2004	49,910,000	44,775,000	1,180,000
Public Improvement Revenue Bonds, Series 2004A	20,140,000	19,180,000	500,000
Public Improvement Revenue Bonds, Series 2004B	15,975,000	15,235,000	390,000
Public Improvement Refunding Revenue Bonds, Series 2006	29,720,000	26,560,000	1,130,000
Capital Improvement Refunding Revenue Bonds, Series 2006	45,050,000	39,520,000	1,650,000
Capital Improvement Revenue Bonds, Series 2007	26,805,000	25,200,000	580,000
Charter School Revenue Bonds, Series 2008	64,095,000	62,895,000	100,000
Variable Rate Capital Improvement Revenue Refunding Bonds, Series 2008	8,040,000	8,040,000	-
Capital Improvement Refunding Revenue Bonds, Series 2010	8,545,700	8,085,600	377,400
Consolidated Utility System Revenue Bonds, Series 2010	12,300,000	11,695,147	661,603
Total revenue bonds	340,115,700	299,420,747	8,314,003
General obligation bonds:			
General Obligation Bonds, Series 2005	47,000,000	40,080,000	1,090,000
General Obligation Bonds, Series 2007	43,000,000	39,225,000	890,000
Total general obligation bonds	90,000,000	79,305,000	1,980,000
Total revenue and general obligation bonds	\$ 430,115,700	\$ 378,725,747	\$ 10,294,003

City of Pembroke Pines
Schedule of Debt Service on Outstanding Bonds as of September 30, 2012

Governmental Activities															Business-type Activities	Combined Activities
Original Issue Amount	Police Annex, Parks & Other Improvements	Firefighters Pension	Police Officers & General Employees Pension	Senior Project Tower 1	Housing Project Tower 2	Various Projects & Refunding	Capital Refunding	Various Projects & Refunding	Senior Project Tower 3	Various Projects	Capital Refunding	Refunding & New Charter School Projects	Refunding Susan B. Anthony Center 2005 Bonds	Refunding	Consolidated Utility Project	System Project
	<u>\$19,600,000</u>	<u>\$39,935,000</u>	<u>\$49,910,000</u>	<u>\$20,140,000</u>	<u>\$15,975,000</u>	<u>\$47,000,000</u>	<u>\$29,720,000</u>	<u>\$45,050,000</u>	<u>\$26,805,000</u>	<u>\$43,000,000</u>		<u>\$64,095,000</u>	<u>\$8,040,000</u>	<u>\$8,545,700</u>	<u>\$12,300,000</u>	
Revenue Bonds	Public Improv.	Taxable Comm. Services Tax	Taxable Comm. Services Tax	Public Improv.	Public Improv.		Public Improv. Refunding	Capital Improv. Refunding	Capital Improv.			Charter School	Variable Rate Cap Improv. Refunding	Capital Improv. Refunding	Consolidated Utility System	
General Obligation Bonds						General Obligation				General Obligation		*	**			
Fiscal Y/E Sep 30	Series 2001	Series 2003A	Series 2004	Series 2004A	Series 2004B	Series 2005	Series 2006	Series 2006	Series 2007	Series 2007	Series 2008	Series 2008	Series 2010	Series 2010	Total Debt Service/ Principal	
2013	\$ 964,425	\$ 2,987,409	\$ 3,426,181	\$ 1,390,110	\$ 1,114,136	\$ 2,794,438	\$ 2,349,150	\$ 3,365,513	\$ 1,715,663	\$ 2,681,787	\$ 770,923	\$ 161,435	\$ 705,714	\$ 1,059,355	\$ 25,486,239	
2014	960,210	2,985,768	3,423,431	1,391,610	1,113,879	2,797,377	2,348,050	3,373,012	1,716,962	2,680,075	769,859	161,435	704,418	1,058,950	25,485,036	
2015	-	2,985,994	3,426,731	1,391,397	1,112,423	2,797,828	3,294,550	3,370,675	1,717,263	2,678,075	768,795	309,929	702,021	1,058,530	25,614,211	
2016	-	2,982,935	3,420,763	1,389,735	1,109,678	2,795,707	3,296,675	3,361,088	1,716,562	2,679,675	769,588	311,867	703,538	1,058,096	25,595,907	
2017	-	2,981,445	3,420,331	1,391,835	1,110,760	2,798,583	3,293,050	3,369,962	1,714,013	2,678,425	768,524	323,604	703,784	1,057,647	25,611,963	
2018	-	2,981,222	3,416,813	1,387,732	1,110,587	2,798,557	3,288,550	3,366,713	1,716,250	2,679,225	773,006	330,091	707,676	1,057,182	25,613,604	
2019	-	2,977,119	3,415,088	1,386,942	1,109,059	2,796,158	3,282,925	3,371,350	1,712,319	2,683,112	764,521	336,376	705,234	1,056,701	25,596,904	
2020	-	2,978,838	3,414,919	1,389,365	1,110,701	2,796,757	3,285,675	3,363,487	1,716,300	2,679,875	761,611	342,461	706,283	1,056,203	25,602,475	
2021	-	2,976,078	3,412,881	1,384,763	1,105,656	2,795,158	3,276,550	3,372,113	1,714,900	2,683,250	764,238	343,395	706,141	1,055,687	25,590,810	
2022	-	2,973,692	3,408,578	1,383,263	1,109,294	2,794,520	3,290,800	3,364,237	1,712,300	2,682,675	763,168	359,078	708,345	1,055,153	25,605,103	
2023	-	2,971,381	3,404,791	1,384,831	1,106,253	2,794,495	3,284,400	3,363,763	1,713,400	2,684,625	1,895,147	369,409	708,938	1,054,601	26,736,034	
2024	-	2,963,995	3,406,134	1,383,844	1,106,125	2,796,707	-	3,366,363	1,713,100	2,678,875	2,169,867	374,490	707,946	1,054,029	23,721,475	
2025	-	2,966,088	3,397,481	1,380,725	1,104,125	2,795,945	-	3,250,153	1,716,300	2,680,650	2,038,484	384,319	827,893	1,053,438	23,595,601	
2026	-	2,962,210	3,397,212	1,379,750	1,105,500	2,797,208	-	3,249,963	1,717,287	2,679,500	2,073,391	393,848	827,123	1,052,826	23,635,818	
2027	-	2,957,212	3,389,875	1,380,625	1,105,125	2,795,282	-	3,245,028	1,716,038	2,680,425	3,586,757	398,125	829,084	-	24,083,576	
2028	-	2,955,648	3,386,500	1,379,250	1,103,000	2,795,170	-	1,148,687	1,713,375	2,683,200	4,702,959	417,052	-	-	22,284,841	
2029	-	2,952,069	3,386,563	1,375,625	1,099,125	2,796,745	-	1,142,569	1,713,750	2,683,400	4,832,237	430,526	-	-	22,412,609	
2030	-	2,946,177	3,384,669	1,374,625	1,098,375	2,799,270	-	1,144,750	1,716,250	2,679,800	4,945,102	438,649	-	-	22,527,667	
2031	-	2,942,524	3,380,556	1,376,000	1,100,500	2,797,520	-	1,140,125	1,715,750	2,682,400	5,057,196	456,370	-	-	22,648,941	
2032	-	2,935,662	3,378,831	1,374,625	1,095,500	2,796,495	-	1,138,694	1,717,125	2,680,725	4,883,100	468,640	-	-	22,469,397	
2033	-	2,934,994	3,374,100	1,370,500	1,098,250	2,795,825	-	-	1,715,250	2,679,775	5,005,601	480,508	-	-	21,454,803	
2034	-	2,929,923	3,366,100	1,368,500	1,093,625	2,795,575	-	-	1,715,000	2,684,313	5,145,476	496,924	-	-	21,595,436	
2035	-	-	-	1,368,375	1,091,625	2,795,375	-	-	1,716,125	2,683,863	5,309,323	512,838	-	-	15,477,524	
2036	-	-	-	-	-	-	-	-	1,713,500	5,478,425	5,466,758	533,200	-	-	13,191,883	
2037	-	-	-	-	-	-	-	-	1,716,875	-	5,630,463	552,960	-	-	7,900,298	
2038	-	-	-	-	-	-	-	-	-	-	5,806,315	567,168	-	-	6,373,483	
2039	-	-	-	-	-	-	-	-	-	-	585,823	-	-	-	585,823	
Total debt service	<u>\$ 1,924,635</u>	<u>\$ 65,228,383</u>	<u>\$ 74,838,528</u>	<u>\$ 31,784,027</u>	<u>\$ 25,413,301</u>	<u>\$ 64,316,695</u>	<u>\$ 34,290,375</u>	<u>\$ 55,868,245</u>	<u>\$ 42,881,657</u>	<u>\$ 67,146,150</u>	<u>\$ 76,222,409</u>	<u>\$ 10,840,520</u>	<u>\$ 10,954,138</u>	<u>\$ 14,788,398</u>	<u>\$ 576,497,461</u>	
Principal outstanding FY 2012	<u>\$ 1,845,000</u>	<u>\$ 36,390,000</u>	<u>\$ 44,775,000</u>	<u>\$ 19,180,000</u>	<u>\$ 15,235,000</u>	<u>\$ 40,080,000</u>	<u>\$ 26,560,000</u>	<u>\$ 39,520,000</u>	<u>\$ 25,200,000</u>	<u>\$ 39,225,000</u>	<u>\$ 62,895,000</u>	<u>\$ 8,040,000</u>	<u>\$ 8,085,600</u>	<u>\$ 11,695,147</u>	<u>\$ 378,725,747</u>	

* Based on the 1.07% interest rate which was the Securities Industry and Financial Markets Association Municipal Swap Index (SIFMA) Rate in effect at the financial statement date (September 30, 2012) per GASB Statement No. 38, paragraph 10, which was 0.18% + the 0.89% Direct Purchase spread to the bondholder for a three year term from May 17, 2011.

** Based on the 2.0079% five year term (from September 7, 2011) Direct Purchase fixed rate in effect at the financial statement date (September 30, 2012) per GASB Statement No. 38, paragraph 10.

TITLE PAGE**RFP # FN-13-01 PROPOSAL FOR FINANCIAL ADVISORY SERVICES**

SUBMITTED TO: City of Pembroke Pines
 City Clerk's Office – 5th Floor
 10100 Pines Boulevard
 Pembroke Pines, Florida 33026

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request for Proposal. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposals.

	<u>Check One</u>
Company Name _____	<input type="checkbox"/> Corporation
Address _____	<input type="checkbox"/> Partnership
City, State, Zip _____	<input type="checkbox"/> Individual
Telephone No. _____	<input type="checkbox"/> Other
Fax No. _____	
Email address for above signer (if any) _____	
Federal Tax ID Number _____	
Typed/Printed Name and Title _____	
Authorized Signature _____	

If Proposer is a corporation, answer the following:

- a) Date of Incorporation (MM/DD/YY): _____
- b) State of Incorporation: _____
- c) President's name: _____
- d) Vice President's name: _____
- e) Secretary's name: _____
- f) Treasurer's name: _____
- g) Name and address of Resident Agent: _____

**AFFIRMATION OF PRE-REQUISITE QUALIFICATIONS AND
STATEMENTS OF NO CONFLICT**

Proposers submitting a proposal in response to this RFP must at a minimum meet the following Pre-requisite Qualifications and affirm the following statements of no conflict.

	Description	YES/NO
1.	The firm has a minimum of five (5) years of experience in providing financial advisory services to similar government entities?	
2.	The firm is licensed and/or registered in the State of Florida	
3.	The firm can and agrees to provide all the services as specified in the scope of service requirements.	
4.	The firm has assisted in the successful issuance of Variable Rate Debt including SWAPS, within the last 5 years.	
5.	Confirms that no conflict of interest exists either directly or indirectly with any party. The Financial Advisor will be precluded by the terms of the Agreement from participating, either directly or indirectly, as an underwriter in the sale of any bonds for which they have acted in the capacity as Financial Advisor. Alternatively, should any potential conflict exist, the prospective Financial Advisor's PROPOSAL should specify the party where a conflict may exist, the nature of the potential conflict, and the means proposed to resolve the conflict.	
6.	Upon selection, the firm will agree not to bid or participate in a syndicate which may bid, on any negotiated or competitive debt issued by the City during the term of the Agreement. The firm will be restricted from participating as an underwriter in the negotiated issues for a period of one year in the event of resignation by the firm unless authorized in writing by the City.	
7.	The firm is not presently in violation of any statutes or regulatory rules that might have an impact on your firm's operations, including those of the Securities and Exchange Commission, Municipal Securities Rulemaking Board, National Association of Securities Dealers, etc.	
8.	The firm will refrain from engaging in activities on behalf of the City that produce a direct or indirect financial gain for the advisor, other than agreed upon compensation, without the City's written consent.	

QUALIFICATIONS OF INDIVIDUALS ASSIGNED TO THE CITY

- 1) In the table below identify in what capacity they will be involved, and the percentage of time committed for each individual to the account. Experience with other Florida governments and Florida debt issuance should also be included.

Name of Person Assigned to the Engagement	Title	In what capacity will they be involved with the account	% of time committed to the account	List specific qualifications	No. of Years Experience with Florida Clients

- 2) Provide a brief resume for each person (1/2 page maximum) who will be assigned to the engagement.

**Changes in members of the team will require advance written approval by the City.

REFERENCES

- 1) In the table below provide information for five governmental clients for whom services similar to those described in this Request for Proposal have been performed.
- 2) In addition, consultant shall provide **three (3) letters of recommendation** from clients, in which the consultant provided services similar to those described above. Also reference should be made of an official statement of the most relevant previous financing.

REFERENCES:

1. Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name/Title

Email address:

Contracted fee (rate per
\$1,000, minimum, and
maximum):

Contract duration:

2. Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name/Title

Email address:

Contracted fee (rate per
\$1,000, minimum, and
maximum):

Contract duration:

3. Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name/Title

Email address:

Contracted fee (rate per
\$1,000, minimum, and

maximum):

Contract duration:

4. Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name/Title

Email address:

Contracted fee (rate per
\$1,000, minimum, and
maximum):

Contract duration:

5. Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name/Title

Email address:

Contracted fee (rate per
\$1,000, minimum, and
maximum):

Contract duration:

LITIGATION CLAIMS

List litigation claims made against your firm during the past 5 years. Please provide the following information.

Name of Company filing the claim	Magnitude of the Claim (\$ value)	Reason For the claim	Date claim filed	Outcome

PENDING INVESTIGATIONS, ENFORCEMENT ACTIONS
BY SEC OR OTHER REGULATORY BODY

List any pending investigations of the firm or disciplinary actions taken by the Securities and Exchange Commission (SEC) or other regulatory body within the last 5 years.

Name of Regulatory body	Magnitude of the Claim (\$ value)	Reason For the investigation	Date filed	Outcome

TITLE PAGE

RFP # FN-13-01 PROPOSAL FOR FINANCIAL ADVISORY SERVICES

SUBMITTED TO: City of Pembroke Pines
City Clerk's Office – 5th Floor
10100 Pines Boulevard
Pembroke Pines, Florida 33026

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request for Proposal. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposals.

Check One

Company Name Ford & Associates, Inc.
Address 109 South MacDill Avenue
City, State, Zip Tampa, FL 33609-3128
Telephone No. (813) 874-6621
Fax No. (813) 874-6624

- ☒ Corporation
☐ Partnership
☐ Individual
☐ Other

Email address for
above signer (if any) jwford@fordassocinc.com

Federal Tax ID
Number 59-3521109

Typed/Printed Name
and Title Jerry W. Ford, President

Authorized Signature 

If Proposer is a corporation, answer the following:

- a) Date of Incorporation (MM/DD/YY): 07/10/98
- b) State of Incorporation: Florida
- c) President's name: Jerry W. Ford
- d) Vice President's name: N/A
- e) Secretary's name: Jane G. Ford
- f) Treasurer's name: Jane G. Ford
- g) Name and address of Resident Agent: Jerry W. Ford 109 South MacDill Avenue Tampa, FL 33609

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**FORD &
ASSOCIATES, INC.**
FINANCIAL ADVISORS

Dear Sir or Madam,

Ford & Associates is pleased to submit our qualifications to continue serving as financial advisor to the City of Pembroke Pines. Since 2000, we have assisted you in developing sound financial policies, managing credit ratings, and completing a wide array of financings totaling more than \$560 million. The Ford & Associates team assigned to the City has served as financial advisor to other borrowers on more than \$11 billion of creative, successful financings since 1998. We are proud to call Pembroke Pines our client and wholeheartedly believe that we will continue to provide you with the greatest value and benefit of any financial advisory firm.

⇒ **Ford & Associates has extensive experience in structuring bond issues with the wide range of security structures that are found in the City's debt portfolio.** The team assigned to your account has expertise in municipal revenue debt, annual appropriation debt, senior housing debt, taxable debt, water and sewer debt, 501(c)3 debt, and charter school debt.

⇒ **We are industry leaders in developing pricing protocols that lower borrowing costs through increased retail participation.** Ford & Associates' innovations create more co-manager interest during public offerings than standard pricing procedures. The industry flagship newspaper, The Bond Buyer, has written extensively about our methods, and other firms have frequently copied them.

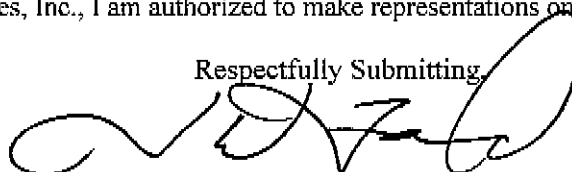
⇒ **We are innovators in the competitive market. We are in touch constantly with institutional bond investors to determine the structuring options that will yield in the greatest presale demand for issues sold at competitive sale.** As an additional benefit, we have discovered that a competitive sale is a wonderful learning opportunity so we have held live pricings in local high school auditoriums, giving local students a firsthand look at the world of finance. We would be honored to hold such a sale at the Pembroke Pines Charter High School.

⇒ **We have notable experience with variable rate issues, direct bank placement, and interest rate swaps for a wide variety of clients.** Our team's credit expertise and skill in structuring such products are second to none. For swap pricing, we use the services of Swap Financial Group, the nation's largest and most respected swap advisory firm to ensure the lowest possible cost of execution. **Pembroke Pines' swaps are not only with the strongest counterparties in the country but contain singular features favorable to the City.** These features are not found in similar swaps executed by other firms and they are a testament to the skill we bring to bear on your behalf.

⇒ **We understand the City's requirements and are prepared to continue our work on your behalf.** As you know, we have been working on the next phase of the Charter School replacement bank facilities and have identified options that were previously unavailable. **We have also worked with bond counsel to resolve issues hampering the refinancing of the Communications Services Tax and Public Improvement Revenue issues, and are ready to proceed, when directed.** There are considerable savings associated with these issues in the current market environment and, with Ford & Associates, there will be no learning curve.

Our value to the City of Pembroke Pines does not rest solely on our depth and breadth of experience, resources, and creativity, but on our proven dedication to the City and the pursuit of its greatest good. We have delivered outstanding results and, as our track record as your finance partner demonstrates, we have provided you the highest level of service, the best value, and the lowest cost of capital. We look forward to discussing our proposal with you in detail. As president of Ford & Associates, Inc., I am authorized to make representations on its behalf.

Respectfully Submitting,



Jerry W. Ford, President

**AFFIRMATION OF PRE-REQUISITE QUALIFICATIONS AND
STATEMENTS OF NO CONFLICT**

Proposers submitting a proposal in response to this RFP must at a minimum meet the following Pre-requisite Qualifications and affirm the following statements of no conflict.

	Description	YES/NO
1.	The firm has a minimum of five (5) years of experience in providing financial advisory services to similar government entities?	YES
2.	The firm is licensed and/or registered in the State of Florida	YES
3.	The firm can and agrees to provide all the services as specified in the scope of service requirements.	YES
4.	The firm has assisted in the successful issuance of Variable Rate Debt including SWAPS, within the last 5 years.	YES
5.	Confirms that no conflict of interest exists either directly or indirectly with any party. The Financial Advisor will be precluded by the terms of the Agreement from participating, either directly or indirectly, as an underwriter in the sale of any bonds for which they have acted in the capacity as Financial Advisor. Alternatively, should any potential conflict exist, the prospective Financial Advisor's PROPOSAL should specify the party where a conflict may exist, the nature of the potential conflict, and the means proposed to resolve the conflict.	YES
6.	Upon selection, the firm will agree not to bid or participate in a syndicate which may bid, on any negotiated or competitive debt issued by the City during the term of the Agreement. The firm will be restricted from participating as an underwriter in the negotiated issues for a period of one year in the event of resignation by the firm unless authorized in writing by the City.	YES
7.	The firm is not presently in violation of any statutes or regulatory rules that might have an impact on your firm's operations, including those of the Securities and Exchange Commission, Municipal Securities Rulemaking Board, National Association of Securities Dealers, etc.	YES
8.	The firm will refrain from engaging in activities on behalf of the City that produce a direct or indirect financial gain for the advisor, other than agreed upon compensation, without the City's written consent.	YES



4.3.C Experience and Qualifications of the Firm

C. Experience & Qualifications of the Firm

1. Provide a brief summation of the reasons you believe your firm should be selected. In particular, the City is interested in the unique capabilities of your firm that distinguish it from other firms. Be specific and relate this discussion to how the City will benefit by choosing your firm as financial advisor. Also **INCLUDE** specific experience with regards to variable rate debt and SWAP transactions. Please limit your response to not more than two (2) pages.
2. In the table provided in Attachment L, list of all debt for which the firm acted as financial advisor for governmental entities in Florida since 2005 that were General Obligation, Revenue Bonds, and Variable Rate. Distinguish between negotiated sale and competitive bid.

Ford & Associates has served the City of Pembroke Pines as Financial Advisor since 2000, and has partnered with the city in creating some of the most efficient and effective financial transactions in the market. We are proud of our record of success with Pembroke Pines and our extensive knowledge of the City as well as our history of rapid response, technical innovation, and professional proficiency make us the most qualified firm to meet the City's needs.

Ford & Associates is a boutique investment banking firm with technical resources and market feeds on a par with the largest firms in the industry; our investment in these resources far exceeds that of smaller firms. We are a highly technical firm with strong credit skills that complement the City's array of security structures on its outstanding bond issues. We are recognized industry-wide as an innovator in developing pricing protocols that increase retail sales and lower the cost of financing for our clients. Such expertise is important to Pembroke Pines, given that there were 185 secondary market trades involving the City's bonds since March 1, trades that predominately involved retail investors.

Our team members assigned to your account offer a skill set ideally suited to the City. Our experience in municipal revenue debt, charter school, lab schools 501(c)3, senior housing, utility, and annual appropriation debt offers an excellent match the City's current and upcoming needs. We have a strong background in variable rate debt and interest rate swaps, and we have proven our merit in pricing at competitive and negotiated sales. Both these complement the City's debt structure and ensure that we can deliver the lowest cost of capital to Pembroke Pines.

The City of Pembroke Pines is not hiring its first financial advisory. You have seen our work; you know our capabilities, and you are aware of the very high level of service we provide. The City expects and we provide a higher level of service than is the norm in the industry. For years, we have responded rapidly and frequently to a wide range of requests from the finance staff. We do not focus on merely on the next transaction; we possess a thorough comprehension of the city's needs, strengths, and operations. We require no learning curve.

Currently, we are tracking 9 issues for Pembroke Pines for refunding. With optional redemption dates already past and continuing through 2020, refinancing these issues will affect the City's debt requirements considerably. For more over a year, we have worked with bond counsel to resolve problems as to the disposition of the debt service reserve funds on the two issues backed by the Communications Service Tax and the two Public Improvement Revenue issues. Our goal was to ensure that the eventual refunding would provide not only significant present value savings but substantial annual cash flow savings as well. At the end of 2012, we overcame those problems and are currently working with the City to prepare the issues for market as their call dates approach and negative arbitrage burns away.

To achieve these savings, we worked with the City's finance staff and internal auditors to revise and formalize period reporting to the commission on refunding opportunities. Since there are considerations other than present value savings that factor into the decision of if and when to execute a refinancing, we worked with the auditors and commission to clarify the ramifications of each relevant component. At the end of 2012, we recommended that the City move forward with refinancing of Series 2004A and 2004B Public Improvement Revenue Bonds, as well as the Series 2003A Taxable Communications Tax Service Bonds. At this time, we have cleared the obstacles presented by the debt service reserve fund issues and are fully prepared to move forward should the City decide to do so.

In addition to the pending refundings, the credit facility on the charter school bonds will expire in May 2014. In several ways, the timing is advantageous. Competition among the banks is greater than it was three years ago; more



banks are in the market; and there is more clarity on the Basel III accords, as well as a delay in its implementation. These factors increase our options and may well simplify upcoming bank negotiations. For six months, we have been in preliminary discussions with numerous banks regarding the charter school issues. We now believe that there are options for both direct bank products and public market products that did not exist in the previous transactions.

Two factors effectively make Ford & Associates the only qualified firm to assist Pembroke Pines with the charter school bonds. First, we possess an unusually strong commercial bank and municipal credit background, qualities that are essential to negotiating the best terms and conditions available. Second, we possess a definitive knowledge of the charter school credit. The credit structure for the charter school bonds is intricate, although it is backed by a broader city revenue pledge. The various components of the charter school system that compose the security are complicated. Neither bank analysts nor rating agencies come to terms easily with the credit issues. Presenting the charter school credit demands in-depth knowledge of the structure, municipal finance, and charter school laws and finance. No other firm even comes close to possessing the knowledge and experience we have in this area. Please see the resume for Jerry Ford.

Ford & Associates has significant experience with the issuance of variable rate debt, bank credit facilities, and interest rate swaps. Large commercial banks were the key drivers of the variable rate market and Mr. Ford spent 13 years as a municipal credit analyst, public finance banker, and head of Florida Public Finance for SunTrust Banks. He worked on his first variable demand bond offering in 1985 when the market was in its infancy and has completed hundreds of millions of dollars in variable rate issues and interest rate swap transactions. While our credit and structuring skills with interest rate swaps and variable debt are outstanding, optimal pricing of derivative products requires highly sophisticated technology and constant activity in the swap market. That is why, at no additional cost to our clients, we use Swap Financial Group, the nation's largest and most respected swap advisory firm, to assist us in the negotiated pricing of interest rate swaps.

That combination of credit and structuring skills, and state of the art pricing technology has directly benefited the City. When structuring the charter school revenue bonds prior to the economic downturn, we dealt with only the very strongest banks and swap counterparties. We established a competitive environment within a negotiated framework for the structure, pricing, and execution of the swaps. Our process, which eliminated weaker providers, split the swaps into four segments to reduce the City's risk and required the swap providers to compete, not only on price, but on credit terms as well. The result was excellent. The City's counterparties, RBC and The Bank of New York, are two of the only financial institutions in the country to be largely insulated from the turmoil in the credit markets that began in the autumn of 2008. Their financial strength continues to be a source of security for the City and is well recognized by the rating agencies as a stabilizing factor with regard to the charter school bond ratings. Moreover, the swaps contain a provision that allows the City to terminate the swaps at "mid-market" should it elect to do so. It is a provision not granted in any other swap that we know of in Florida, and one that is potentially worth thousands of dollars to the City. Finally, our process resulted in a price on the swaps that was demonstrably less than other comparable transactions being executed at the time.

EXPERIENCE & QUALIFICATIONS OF THE FIRM

Issuer / Obligor	Project Description	Par Amount	Bid Type	Interest Type	Fee per \$1,000	Notes
Paradise Valley Estates, CA	Northern California Retired Officers Community, Series 2013	\$ 32,315,000	Neg	Fixed	2.37	
Lee County Schools, FL	Equipment Lease/Purchase Agreement, Series 2012	1,447,460	CPP	Fixed	9.33	Minimum fee
Polk County Schools, FL	Refunding Certificates of Participation, Series 2010D (mod)	44,070,000	Neg	Variable	n/a	
Polk County Schools, FL	Refunding Certificates of Participation, Series 2012B	36,805,000	Neg	Variable	1.00	
Polk County Schools, FL	Refunding Certificates of Participation, Series 2012A	44,450,000	Neg	Variable	1.00	
Bay District Schools, FL	Ascending Lien Sales Tax Revenue Note, Series 2013	25,115,000	CPP	Fixed	1.00	
Monroe County Schools, FL	Subordinated Sales Tax Revenue Bond, Series 2013	5,717,000	CPP	Fixed	3.01	Minimum fee
City of Quincy, FL	Capital Improvement Refunding Revenue Bond, Series 2012	4,507,000	CPP	Fixed	4.80	Minimum fee
City of North Lauderdale, FL	General Obligation Bond Cash Defeasance	3,900,459	n/a	Fixed	1.67	Minimum fee
St. Lucie County Schools, FL	Revenue Anticipation Note, Series 2012	12,500,000	Comp	Fixed	0.84	
Lee County Schools, FL	Certificates of Participation, Series 2011	60,000,000	Neg	Variable	1.00	
Sumter County Schools, FL	Capital Improvement Revenue Bonds, Series 2011	3,610,000	Comp	Fixed	4.99	Minimum fee
Leon County Schools, FL	Revenue Anticipation Notes Series 2011	5,600,000	CPP	Fixed	1.34	
City of Tampa, FL	Water and Sewer Revenue Refunding Bonds, Series 2011	121,050,000	Neg	Fixed	0.84	
City of Pembroke Pines, FL	Variable Rate Capital Improvement Revenue Bonds Series 2008 (SBA)	8,040,000	n/a	Variable	4.18	Minimum fee
Hillsborough County Schools, FL	Certificates of Participation, Series 2008A (Rmkt)	109,795,000	Neg	Variable	0.69	
Hillsborough County Schools, FL	Certificates of Participation, Series 2004C (Rmkt)	85,925,000	Neg	Variable	0.64	
Bay District Schools, FL	Sales Tax Revenue Anticipation Notes, Series 2011D	30,105,500	Comp	Fixed	1.00	
City of Pembroke Pines, FL	Charter School Revenue Bonds, Series 2008	63,495,000	n/a	Variable	1.00	
Okaloosa County Schools, FL	Capital Improvement Revenue Bonds, Series 2011	2,975,000	Neg	Fixed	7.40	Minimum fee
Carrollwood Day School, FL	Revenue Bonds, Series 2010	17,684,000	Neg	Variable	1.56	Minimum fee
Polk County Schools, FL	Certificates of Participation, Series 2010D	44,120,000	Neg	Variable	1.00	
Florida State University School	Lease Revenue Refunding Bonds, Series 2010	18,144,076	Neg	Fixed	1.93	Minimum fee
City of Pembroke Pines, FL	Utility System Revenue Bonds, Series 2010	12,300,000	CPP	Fixed	1.40	
City of Pembroke Pines, FL	Capital Improvement Revenue Bonds, Series 2010	8,545,700	Comp	Fixed	1.76	Minimum fee
Clay County Schools, FL	Revenue Bonds, Series 2010	3,000,000	Neg	Fixed	6.67	Minimum fee
City of Alhambra, CA	Atherton Baptist Homes Project, Series 2010A&B	43,940,000	Neg	Fixed	2.28	Minimum fee
Polk County Schools, FL	Certificates of Participation, Series 2009A	46,755,000	Neg	Variable	1.25	
Polk County Schools, FL	Certificates of Participation, Series 2009B	36,985,000	Neg	Variable	1.25	
Hardee County Schools, FL	Revenue Bonds, Series 2009	2,700,000	Neg	Fixed	7.82	Minimum fee
Lee County Schools, FL	Certificates of Participation, Series 2004B (Rmkt)	60,000,000	Neg	Variable	0.75	
Hardee County Schools, FL	Revenue Bond Anticipation Notes, Series 2008	2,000,000	Comp	Fixed	5.57	Minimum fee
City of Pembroke Pines, FL	Capital Improvement Revenue Bonds, Series 2008 (SBA)	8,040,000	Neg	Variable	3.11	Minimum fee
Polk County Schools, FL	Certificates of Participation, Series 2008A	36,690,000	Neg	Variable	0.87	
Hillsborough County Schools, FL	Certificates of Participation, Series 2008A	109,830,000	Neg	Variable	0.34	
Polk County Schools, FL	Master Lease Energy Agreement, Series 2008	8,499,800	CPP	Fixed	2.12	Minimum fee
Pasco County Schools, FL	Certificates of Participation, Series 2008C	74,115,000	Neg	Variable	0.63	

EXPERIENCE & QUALIFICATIONS OF THE FIRM

Issuer / Obligor	Project Description	Par Amount	Bid Type	Interest Type	Fee per \$1,000	Notes
Pasco County Schools, FL	Certificates of Participation, Series 2008A	88,515,000	Neg	Variable	0.90	
Hillsborough County Schools, FL	Certificates of Participation, Series 2004C (Rmkt)	85,925,000	Neg	Variable	0.59	
City of Pembroke Pines, FL	Charter School Revenue Bonds, Series 2008	64,095,000	Neg	Variable	1.00	
City of Tampa, FL	Water & Sewer Systems Revenue Bonds, Series 2007	51,240,000	Neg	Fixed	0.74	
Polk County Schools, FL	Sales Tax Revenue Bonds, Series 2007	109,445,000	Neg	Fixed	0.79	
City of Pembroke Pines, FL	General Obligation Bonds, Series 2007	43,000,000	Neg	Fixed	0.65	
Pasco County Schools, FL	Certificates of Participation, Series 2007B	67,560,000	Neg	Variable	0.90	
Monroe County Schools, FL	Subordinated Sales Tax Revenue Bonds, Series 2007	20,500,000	CPP	Fixed	1.40	Minimum fee
Hillsborough County Schools, FL	Sales Tax Revenue Refunding Bonds, Series 2007	47,515,000	Comp	Fixed	0.75	
Hernando County Schools, FL	Energy Project Lease Agreement , Series 2007	14,419,695	Neg	Fixed	0.57	
Pasco County Schools, FL	Sales Tax Revenue Bonds, Series 2007	88,590,000	Comp	Fixed	0.64	
City of Pembroke Pines, FL	Capital Improvement Revenue Bonds, Series 2007	26,805,000	Neg	Fixed	0.85	
City of Pembroke Pines, FL	Capital Improvement Revenue Refunding Bonds, Series 2006	45,050,000	Neg	Fixed	0.85	
City of Pembroke Pines, FL	Public Improvement Revenue Refunding Bonds, Series 2006	29,720,000	Neg	Fixed	0.85	
Hernando County Schools, FL	Sales Tax Revenue Bonds, Series 2006	45,000,000	Neg	Fixed	0.88	
Carrollwood Day School, FL	Industrial Revenue Variable Rate Demand Bonds, Series 2006	10,250,000	Neg	Variable	2.37	Minimum fee
City of Tampa, FL	Water & Sewer Systems Revenue Bonds, Series 2006	36,275,000	Comp	Fixed	0.75	
St. Lucie County Schools, FL	Sales Tax Revenue Bonds, Series 2006	128,740,000	Neg	Fixed	0.76	
Hillsborough County Schools, FL	Sales Tax Revenue Bonds, Series 2006	54,860,000	Neg	Fixed	0.73	
Paradise Valley Estates, CA	Northern California Retired Officers Community, Series 2005	16,125,000	Neg	Fixed	1.61	Minimum fee
Polk County Schools, FL	Refunding COP Swaption	116,225,000	Comp	n/a	1.00	
City of Pembroke Pines, FL	General Obligation Bonds, Series 2005	47,000,000	Comp	Fixed	0.65	
Polk County Schools, FL	Sales Tax Revenue Bonds, Series 2005	92,245,000	Neg	Fixed	0.84	
Pasco County Schools, FL	Certificates of Participation, Series 2005B	30,500,000	Neg	Variable	0.90	
Monroe County Schools, FL	Sales Tax Revenue Bonds, Series 2005	75,000,000	Comp	Fixed	0.37	
St. Johns River WMD, FL	Land Acquisition Revenue Refunding Bonds, Series 2005	19,735,000	Comp	Fixed	0.63	
City of Tampa, FL	Water & Sewer Systems Revenue Refunding Bonds, Series 2005	56,855,000	Neg	Fixed	0.72	
Hillsborough County Schools, FL	Sales Tax Refunding Bonds, Series 2005	127,975,000	Neg	Fixed	0.60	
City of Pembroke Pines, FL	Capital Improvement Revenue Bonds, Series 2005	7,910,000	Neg	Variable	0.45	



4.3.D Qualifications of Individuals Assigned to the City

D. Qualifications of Individuals Assigned to the City

1. The consultant shall identify the financing team and any other key personnel involved in this project including sub-consultants and co-proposers. The people identified as this team will be the ones allowed to participate in the event the team is invited for an interview. 2. In the table provided in Attachment M, identify in what capacity they will be involved, and the percentage of time committed for each individual to the account. Experience with other Florida governments and Florida debt issuance should also be included.

The primary contact for the City will be Jerry W. Ford. He will assume day-to-day responsibilities and will be available on demand to address all of the City's needs. Mr. Ford will be assisted by Senior Associates William Reed and Jonathan Ford, Transactions Coordinator Herminia Hohmann, and Operations and Compliance Manager Jane Ford. Resumes for our transactional team are shown below.

Jerry W. Ford
President

Primary Contact, Team Leader
jwford@fordassocinc.com

Mr. Ford will be our Firm's primary contact with the City. He will oversee all aspects of Ford & Associates' service to the City as Financial Advisor. Mr. Ford is a seasoned investment banker, respected credit expert, and the President of our firm.

Mr. Ford founded Ford & Associates in 1998 after spending 13 years as the head of Florida public finance for Trust Company Bank (later SunTrust Bank) before joining one of the nation's largest privately held investment banks. Mr. Ford's municipal finance experience includes water and sewer, taxable pension bonds, health care, senior living, public-private partnerships, ports, and all aspects of K-12 financing. He is the recognized leader in innovative charter school financing in Florida, having served as the financial advisor for all three of state's charter lab schools and the Four Corners Joint Use Charter School. Mr. Ford has served municipal clients for more than 29 years and currently serves as financial advisor to approximately 30 municipal and not-for-profit entities from Florida to California. Since 1998, he has completed financings in excess of \$11 billion.

More importantly, Mr. Ford has been the lead advisor to the City of Pembroke Pines since 2001. During that time, he has been involved in the structuring, rating, sale, and follow-up on all City debt issues. He is intimately familiar with the City's financial and debt profiles, as well as its policy concerns. In addition to his work on the City's debt issues, Mr. Ford drafted the City's Derivative Debt Management Policy and has provided input for the City's fund balance and debt refinancing policies. On an annual basis, he and his team assist the finance department with reporting the status of the City's interest rate swaps and review of notes to the City's audited financial statements upon request. Although not the City's Investment Advisor, Mr. Ford has also provided input on the City's investment policies and worked with the Commission's internal auditors to provide clarity on certain aspects of the investment policy. In many respects, Mr. Ford and his team have served as ad hoc members of the City staff, responding to questions and requests large and small on a wide range of issues on an ongoing basis.

Prior to entering the investment banking field, Mr. Ford was a senior consultant with Booz, Allen and Hamilton, with CACI, Inc. in Washington D.C., and served in the Office of the Secretary at the U.S. Department of Health, Education and Welfare. Mr. Ford graduated with a B.A. in Political Science from California State University and earned a Master's in Public Administration from the University of Southern California.

Mr. Ford is active in the community and donates considerable time to charities. He is a sustaining member of Meals on Wheels of Tampa, is a founding member of First Nesters (www.FirstNesters.org), and serves as treasurer of his local church. He is a former board member and treasurer of the Tampa Preparatory School, the Orlando Civic Theater, and is an alumni of the FBI Citizens Academy.



William S. Reed
Senior Associate

Credit Analysis and Transaction Support
wreed@fordassocinc.com

Mr. Reed will serve the City and provide additional credit expertise, structuring guidance, quantitative analysis, and transactional support.

Mr. Reed graduated from Trinity College (Hartford, Connecticut) with a Bachelor's Degree in Economics. He began work at Ford & Associates in 2007 following a stint in New York as manager for a major construction firm. Mr. Reed handles the full range of financial advisory services on behalf of clients, including data collection and analysis, structuring and sizing new issues, monitoring financial markets, and assessing refunding opportunities. He also prepares rating agency presentations, coordinates with rating agencies and bond insurance companies, and formulates final pricing reports.

Mr. Reed has worked extensively with the City of Pembroke Pines on issues related to bond issues, as well as other non-transactional items. Examples of these issues include work with the Charter Schools Bonds, the Susan B. Anthony Bonds, and others. In addition, he has assisted with the City's annual financial report, through coordination with the SWAP counterparties to obtain the required mark-to-markets, drafting and review of language explaining various bond issues, and tracking of variable rate issue performance.

Mr. Reed has provided analytical services for an array of Florida clients including the cities of Tampa, Quincy, and Pembroke Pines and the school districts of Collier, Lee, and Hillsborough counties. Mr. Reed has worked on over 125 financings totaling over \$4.6 billion in instruments such as Water and Sewer Revenue Bonds, Sales Tax Revenue Bonds, Certificates of Participation, QZABs, TANs, and General Obligation Bonds.

Mr. Reed is from Mystic, Connecticut. In addition to his work with coaching local rowing, Mr. Reed is an avid sailor, active oarsman, a member of the St. Petersburg Yacht Club, the Fishers Island Yacht Club, and the Leander Club (Henley-on-Thames, England). He volunteers with a local Meals on Wheels route and with First Nesters, a Tampa charitable organization created to assist young adults in need by furnishing first homes for youth leaving foster care and other county programs.



Jonathan W. Ford
Senior Associate

Quantitative Analysis and Transaction Support
jonford@fordassocinc.com

Mr. Ford will serve the City alongside Mr. Ford and Mr. Reed. He will serve as the primary quantitative analyst for the City and provide cash flow modeling, as well as general support.

Mr. Ford graduated from Trinity College (Hartford, Connecticut) with a Bachelor's of Science in Economics. He began his public finance career as an intern at A.G. Edwards & Sons, Inc. in the firm's St. Louis, Missouri headquarters in 2006 and was hired as a full-time employee in March 2007. During his time at A.G. Edwards and at Wachovia Corporation following its acquisition of A.G. Edwards, Mr. Ford served as an analyst supporting transactions for cities, counties, industrial development agencies, state revolving funds, affordable housing agencies, school districts, and local utility systems. Following Wells Fargo & Company's purchase of Wachovia Corporation in 2008 and his relocation to New York City, Mr. Ford focused on providing investment banking services primarily to public power agencies; local electric, water, and gas utilities; and rural electric cooperatives. Within the State of Florida, Mr. Ford previously served as part of the senior manager team for Florida Municipal Power Agency and JEA (City of Jacksonville).

Since joining Ford & Associates, Mr. Ford has performed a wide range of work on behalf of the City of Pembroke Pines, including working with Bond Counsel on issues related to potential refunding of the City's taxable Communications Services Tax Bonds, Public Improvement Revenue, and Capital Improvement Revenue Bonds. Mr. Ford has also coordinated with rating agencies and assisted the City with information for its latest Comprehensive Annual Financial Report.

Mr. Ford is from Tampa, Florida. He is an Eagle Scout, an avid rower, and member of the St. Petersburg Yacht Club. Mr. Ford is a member of the Tampa Prep Alumni Board, volunteers with Meals on Wheels route and with First Nesters, a Tampa charitable organization created to assist young adults in need by furnishing first homes for youth leaving foster care and other county programs.



Herminia Hohmann Administrative Assistant	Transaction Coordinator <u>minih@fordassocinc.com</u>
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Ms. Herminia Hohmann attended the Cittance Institute in Edison, New Jersey and has more than 18 years of experience in business administration. Before joining Ford & Associates, Inc. she was employed at Merrill Lynch, Pierce, Fenner & Smith, Inc. / Bank of America. At Merrill Lynch, she managed the Corporate and Risk compliance training records for over 1000 employees and ensured the department was compliant with SEC Standards. In addition, Ms. Hohmann supervised the Global Recognition program across ten campus sites for the group where she organized monthly employee satisfaction and communication events. In collaboration with various philanthropic organizations, she also directed events such as Dress for Success, Holiday Calls for Seniors, Salvation Army Food Drive, and Winter Coat Drives.

At Ford & Associates, Ms. Hohmann prepares debt service schedules, conducts data collection and analysis, and schedules and coordinates transactions.

Ms. Hohmann is a Girls Scouts of America volunteer.

QUALIFICATIONS OF INDIVIDUALS ASSIGNED TO THE CITY

- 1) In the table below identify in what capacity they will be involved, and the percentage of time committed for each individual to the account. Experience with other Florida governments and Florida debt issuance should also be included.

Name of Person Assigned to the Engagement	Title	In what capacity will they be involved with the account	% of time committed to the account	List specific qualifications	No. of Years Experience with Florida Clients
Jerry W. Ford	President	Primary Contact, Team Leader	100%	Refer to Question # 4.3.D of the Proposal	27
William S. Reed	Senior Associate	Credit Analysis and Transaction Support	100%	Refer to Question # 4.3.D of the Proposal	6
Jonathan W. Ford	Senior Associate	Quantitative Analysis and Transaction Support	100%	Refer to Question # 4.3.D of the Proposal	6

- 2) Provide a brief resume for each person (1/2 page maximum) who will be assigned to the engagement.

****Changes in members of the team will require advance written approval by the City.**

The primary contact for the City will be Jerry W. Ford. He will assume day-to-day responsibilities and will be available on demand to address all of the City's needs. Mr. Ford will be assisted by Senior Associates William Reed and Jonathan Ford, Transactions Coordinator Herminia Hohmann, and Operations and Compliance Manager Jane Ford. Resumes for our transactional team are attached (refer to question # 4.3.D of the proposal).



4.3.E Methodology and Approach to be applied to the Contract Service

1. Describe the firm's access to sources of current market information to assist in pricing of negotiated sales and to assist the City in planning and executing competitive sales.
2. Discuss the following:
 - a. Analytical procedure and capabilities of the firm
 - b. Training and education (continuing education) for firm staff
3. Other standards used: List in detail, any additional standards, and/or practices that you consider worthy of consideration in evaluating your Proposal.

Market Information and Pricing Protocols. Ford & Associates has access to a complete array of economic and bond market information to plan and price both competitive and negotiated sales. Reuters Eikon and Bloomberg News provide us with real-time fixed-income, equity, and swap market trading data and news. Through Thompson Municipal Market Monitor(TM3), we receive live information on municipal news, pending sales, competitive and negotiated sale history, secondary market activity, and variable rate data networks. In addition to the Municipal Securities Rulemaking Board's streaming trade data, we subscribe to a high-end filtering system that allows us to monitor the trading activity of individual bonds and security types at the most detailed level. We use this information on an ongoing basis in our work for the City of Pembroke Pines. *For example, since March 1, 2013, bonds issued by the City of Pembroke Pines have been traded 185 times in amounts ranging from \$10,000 to \$1,000,000. Our continuous review of these trades apprises us immediately as to the level of retail and institutional activity on the City's debt and enables us to maintain an accurate assessment of appropriate pricing for pending refinancings.* Our expertise in structuring for, and marketing to, the retail market provides access for your issues to additional investors at the time of pricing, lowering your cost of borrowing.

While many other financial advisors rely solely on underwriters for their market information, our professionals are all members of the National Federation of Municipal Analysts. Thus, we maintain constant connections to many of the buy-side market participants, giving us a deeper understanding and context for the quantitative information we receive. Our unparalleled access to both the buy-side and the sell-side of the market gives us a broader, more detailed grasp of the current market conditions and opportunities than other firms.

Analytical Capabilities and Practices. The analytical capabilities of Ford and Associates are straightforward and robust. In addition to the market information discussed above, Ford & Associates employs DBC Finance as its primary bond structuring software. DBC is the most sophisticated software in the municipal industry and is used by all major Wall Street firms and national investment banks. Because of the high cost associated with running DBC, many smaller financial advisory firms opt for less sophisticated analytical packages or outsource their quantitative analysis. Even sophisticated software such as DBC lacks the flexibility to implement some of the creative solutions that we design and employ. In those instances, we develop advanced Excel spreadsheet models to enable us to fine-tune financing structures.

While our technical resources are on par with the finest in the industry, our solutions to financial problems are driven by our analytical approach, not by the tools. We are a highly "credit-centric" technical firm. We invariably begin our approach to a financing by concentrating on long-term financial sustainability and flexibility for the borrower, which also safeguards the borrower's credit ratings. You have witnessed that approach consistently in our work for Pembroke Pines.

Jerry Ford began his municipal finance career as the municipal credit analyst for SunTrust Banks, where he learned the details of various municipal security structures, as well as their credit strengths and weaknesses. He was not only the head of Florida Public Finance but trained new analysts using quantitative and qualitative methods he personally developed. These skills guide Ford & Associates' analytical framework and have served the City well in competitive and negotiated issues, public offerings, direct placements with commercial banks, and the excellent structure of the City's interest rate swaps.



Each project begins with an examination of the client's goals, the security options available, the impact of various revenue sources and bond covenants on future flexibility, and the influence of any individual financing on the overall debt profile of the issuer. We begin gathering data for pricing from our technical and market resources, but we unfailingly ask at this initial stage, "what should we see?" Financial analysis is not a rote procedure of imputing data, pressing solve, printing a report, and presenting a solution. Our tools are a product we use in our analysis, not the end product. We believe that analysts should maintain a universal view of the issue, anticipate outcomes, and develop yardsticks for comparative purposes. Our question charges us to investigate any deviations from our expectations. We challenge both the assumptions and outputs, refining the results. Our method leads us to avoid canned solutions and promotes innovation and creativity as well as a constant adherence to the client's best interests. Thereby, we produce superior structures that result in lower financing costs.

Training and Education for Firm Staff. The educational backgrounds of the Ford & Associates team are listed in our response to Question 4.3.D of the proposal. In addition, the firm provides frequent continuing education for its staff. In addition to the attendance and seminars at government conferences, our employees attend workshops, seminars, and conferences sponsored by the National Federation of Municipal Analysts, the National Association of Bond Lawyers, Financial Markets World, and the KPMG Government Institute. We also send team members to analytical courses offered by the credit rating agencies and by major CPA firms.

We receive special reports from the rating agencies, market analysis from underwriters, and subscribe to the Municipal Finance Journal, a scholarly research publication providing in-depth analysis on public finance. The Journal is widely read by analysts for major buy side investment funds. Recent Journal articles have included: "Rainy Days in the Sunshine State, A Look at the Impact of the Mortgage Crisis on County Finances;" "Default and Bankruptcy in the New Political Landscape;" and, "Underwriting, Brokerage, and Risk in Municipal Bond Sales." In summary, Ford and Associates not only remains current with industry issues and trends, but we assiduously seek opportunities to enhance our knowledge and stay ahead of the curve.

What sets us apart. Ford & Associates operates under a guiding philosophy that recognizes that we are first and foremost your fiduciaries and will act in your best interest at all times. We do not focus on transactions, but on the long-term best interest of the client, without regard to our compensation. We have proven our convictions to the City on multiple occasions. For example, in 2006, a firm that specialized in interest rate swaps proposed a complex transaction using derivative products to "convert" the City's taxable pension bonds to tax-exempt bonds. The Constant Maturity Swap structure that the firm recommended came with significant risk for an assumed level of savings over a period of years. Depending on market conditions over time, the savings may not have materialized. The City was not equipped to manage such a transaction on an ongoing basis, and the bonds would have never become "tax-exempt" bonds. The transaction was unsuitable and we strongly recommended against it. The firm was very aggressive and we were obliged to meet with them several times before it was finally put aside. Had the transaction gone forward, we would have earned a substantial fee and we were not compensated for the time we spent on the City's behalf in putting the issue to rest, but doing so was in the City's best interest.

Our obligation goes beyond outlining options to solve difficult problems. We have an affirmative obligation to provide clear recommendations based on the options that we present.

We serve clients; we are not the client. While we are obliged to make recommendations, our clients are not obliged to take our recommendations. When the client chooses a different approach, our reaction is unwavering. We implement the client's decision as if it were our own and make sure the result is optimal.

Ford & Associates uses constant diligence in our approach to serving our clients. We regularly we analyze all outstanding issues in our clients' debt portfolios for potential savings on a maturity by maturity basis. In addition to our own analysis, we receive and evaluate numerous unsolicited refunding proposals from underwriters. We keep our clients apprised of the status of those opportunities and coordinate closely with them as to the appropriate timing of executing refunding transactions. As you know, the City has eleven outstanding issues that we monitor for refinancing. For a considerable time, four of those issues have generated savings in excess of the City's minimum guidelines. Savings notwithstanding, several of those issues contain significant negative arbitrage, are not callable for 1 to 3 years, and/or have structural impediments that have led the City to wait for a more optimal time to use its advance refunding capability.



City of Pembroke Pines

Company Name: Ford & Associates, Inc.**PROPOSAL FORM**

RFP#: FN-13-01

DATE: April 16, 2013

TO: CITY OF PEMBROKE PINES
 10100 PINES BOULEVARD
 PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE "Request for Proposals" dated March 12, 2013 titled "Financial Advisor" attached hereto as a part hereof the undersigned proposes the following:

SCHEDULE OF FEES

Description	General Obligation Bonds		Revenue Bonds						Other
	Negotiated Sale	Competitive Bid	Negotiated Sale	Competitive Bid	Variable Rate Bonds	Private* Placement Debt	Bank* Loan	Tax Credit Bonds	** Derivatives
Fee per \$1,000									
First 25 million	\$0.70	\$0.65	\$0.85	\$0.80	\$1.00	\$1.00		\$1.00	
Next 25 million	\$0.70	\$0.60	\$0.85	\$0.80	\$0.95	\$0.95		\$0.95	
Next 50 million	\$0.60	\$0.55	\$0.75	\$0.70	\$0.90	\$0.90		\$0.90	
Amount over 100 million	\$0.30	\$0.25	\$0.50	\$0.50	\$0.50	\$0.50		\$0.50	
Minimum	\$22,500	\$20,000	\$25,000	\$22,500	\$25,000	\$25,000		\$25,000	
Maximum ***	\$62,000	\$67,000	\$82,000	\$82,000	\$97,000	\$97,000		\$95,000	

* amount mutually agreeable to the City and to Ford & Associates based on security structure, complexity, size, and time and method of bank negotiations. Please note that on several occasions, that we have completed financings for the City for fees below our contract minimum. Our focus will be on fairness to the City based on the nature of the transaction and the work involved.

** amount mutually agreeable to the City and to Ford & Associates based on the nature, size, and term of the derivative transaction. The liability assumed by Ford & Associates and current market comparables will also be factors.

*** Includes \$2,000 in Out-of-Pocket expenses per issue. Does not include the cost of out-of-state travel, which shall be billed at cost, if applicable. Does not include costs for rating agency presentations, which are subject to separate fees negotiated with the City and reimbursement of expenses at cost.

IN LIEU OF THE FEE PROPOSAL OUTLINED ABOVE, FORD & ASSOCIATES, INC. IS WILLING TO NEGOTIATE A SEPARATE FEE SCHEDULE ACCEPTABLE TO THE CITY AND TO US.



City of Pembroke Pines

Company Name: Ford & Associates, Inc.**SCHEDULE OF PROFESSIONAL FEES FOR NON-TRANSACTIONAL SERVICES**

	Hourly Rates	
	Standard	Quoted
Project Manager/Supervisory	\$225	\$205
Senior Associates	\$185	\$175
Associates	\$170	\$160
Support Staff	\$30	\$30
Other (specify):	N/A	N/A
Total	\$610	\$570

Proposal Checklist

Is there at least one original and two copies of the proposal submitted within this package?

Yes XInitial AF

Is there two electronic copies of the proposal submitted within this package?

Yes XInitial AF

Are completed Attachments A, B, C, D, E, F, I, J, K, L, M, N, O, & P included in this package?

Yes XInitial AF

Please confirm receipt of addenda:

I received Addendum # N/A Dated _____Initial AFI received Addendum # N/A Dated _____Initial AFI received Addendum # N/A Dated _____Initial AFDid you receive any additional addenda? If so, please specify: N/A



City of Pembroke Pines

Company Name: Ford & Associates, Inc.

PLEASE PRINT

NAME: Jerry FordCOMPANY: Ford & Associates, Inc.STREET ADDRESS: 109 South MacDill AvenueCITY & STATE: Tampa, FLZIP CODE: 33609-3128 TELEPHONE: (813) 874-6621E-MAIL: jwford@fordassocinc.comSIGNATURE: [Handwritten Signature]TITLE: President

REFERENCES

- 1) In the table below provide information for five governmental clients for whom services similar to those described in this Request for Proposal have been performed.
- 2) In addition, consultant shall provide **three (3) letters of recommendation** from clients, in which the consultant provided services similar to those described above. Also reference should be made of an official statement of the most relevant previous financing.

REFERENCES:

1. Agency/Firm Name:

City of Tampa, Florida

Address

306 East Jackson Street, #8N

City State Zip

Tampa, FL 33602

Phone/Fax

(813) 274-3327 phone / (813) 274-8127 fax

Contact Name/Title

Ms. Sonya Little, Chief Financial Officer

Email address:

Sonya.Little@tampagov.net

Contracted fee (rate per
\$1,000, minimum, and
maximum):

Various according to Par Amount and Issue Type

Contract duration:

Ongoing

2. Agency/Firm Name:

Hillsborough County Schools

Address

901 East Kennedy Boulevard

City State Zip

Tampa, FL 33602-3507

Phone/Fax

(813) 272-4383 phone / (813) 272-4007 fax

Contact Name/Title

Gretchen Saunders, Chief Business Officer

Email address:

gretchen.saunders@sdhc.k12.fl.us

Contracted fee (rate per
\$1,000, minimum, and
maximum):

Various according to Par Amount and Issue Type

Contract duration:

Five years

3. Agency/Firm Name:

City of Quincy, Florida

Address

404 West Jefferson Street, #404

City State Zip

Quincy, FL 32351

Phone/Fax

(850) 618-0028 phone

Contact Name/Title

Mr. Jack McLean, City Manager

Email address:

mcc13690@comcast.net

Contracted fee (rate per
\$1,000, minimum, and

Various according to Par Amount and Issue Type

maximum):	_____
Contract duration:	_____
4. Agency/Firm Name:	_____
Address	_____
City State Zip	_____
Phone/Fax	_____
Contact Name/Title	_____
Email address:	_____
Contracted fee (rate per \$1,000, minimum, and maximum):	_____
Contract duration:	_____
5. Agency/Firm Name:	_____
Address	_____
City State Zip	_____
Phone/Fax	_____
Contact Name/Title	_____
Email address:	_____
Contracted fee (rate per \$1,000, minimum, and maximum):	_____
Contract duration:	_____



CITY OF TAMPA

Bob Buckhorn, Mayor

Revenue and Finance Department

April 15, 2013

City of Pembroke Pines, Florida
13975 Pembroke Road
Pembroke Pines, Florida 33026

To Whom It May Concern:

It is with great pleasure that I recommend Ford & Associates, Inc. for your consideration. Mr. Jerry Ford and his team of professionals have provided excellent financial advisory services for the City of Tampa for over eight years. As the Chief Financial Officer for the City of Tampa, I have had the pleasure of working with the firm for two years. During this time, the firm has demonstrated an in-depth knowledge of general public finance and an intricate understanding of the City's operational and capital needs.

Among many of its contributions, Ford & Associates, Inc. was solely responsible for developing a long-term credit strategy for the City's Water & Wastewater System. This strategy resulted in ratings upgrades from all three rating agencies. Currently, the system is rated one notch below the highest possible ratings category by all three agencies. Additionally, the firm recommended and assisted in restructuring the Water & Wastewater System's flow of funds. The firm developed presentations to the rating agencies and the investment community. The restructuring was well received and will result in improved efficiencies for the City.

The City continues to benefit from the services provided by Ford & Associates, Inc. Therefore, it is without hesitation that I recommend this very qualified firm to you. I am certain that you will find that Ford & Associates, Inc. possesses all of the skills and abilities required by the City of Pembroke Pines.

Sincerely,

Sonya C. Little
Chief Financial Officer

April 12, 2013

To Whom It May Concern:

Ford & Associates recently assisted us in completing a refunding of our Series 2002 Capital Improvement Revenue Bonds. They will also be assisting us with the refunding of our Series 2003 Utility System Revenue Bonds later this year. In order for us to achieve the maximum benefit from the refinancings, we needed to close the first issue in 2012 so that they would both be "Bank Qualified." To accomplish this, the issue was structured, priced and sold over a 3 week period, including a commission meeting for approval held on Christmas Eve, which Ford & Associates attended. Their attention to detail and flexibility allowed us to refund this issue, eliminate our debt service reserve fund requirement, improve our covenants and achieve over 4% savings. We highly recommend Ford & Associates as financial advisor.

Sincerely,



Jack L. McLean Jr.
City Manager

JLM/cs

School Board
April Griffin, Chair
Carol W. Kurdell, Vice Chair
Doretha W. Edgecomb
Candy Olson
Cindy Stuart
Susan L. Valdes
Stacy R. White, Pharm.D.



Superintendent of Schools
MaryEllen Elia

Deputy Superintendents
Kenneth R. Otero
Daniel J. Valdez

Chief Business Officer
Gretchen Saunders

BUSINESS DIVISION

April 12, 2013

City of Pembroke Pines
13975 Pembroke Rd
Pembroke Pines, FL 33026

Dear Sir or Madame,

Jerry W. Ford and his team have served as financial advisor to Hillsborough County Public Schools since 1994. During that time, Ford & Associates has provided the district with outstanding customer service, ongoing plans, documents, and creative service. They have advised our district on the issuance of more than \$1.2 billion of debt, including sales tax revenue bonds, annual appropriation debt, fixed and variable rate debt, and interest rate swaps. Over the years, Ford & Associates have recommended both competitive and negotiated sales and they have assisted us with bond issues for new projects, and refinancing of existing debt.

Ford & Associates assisted our school district with the development of both financial and investment policies, provided regular briefings to our elected board members, and helped the district develop a long-term credit rating strategy that has helped us become one of the highest rated school districts in the state of Florida. Most importantly, Ford & Associates provides us with a very high level of hands-on service.

The team at Ford & Associates is not only a financial advisor, they are also a large part of our school district community. They continuously help in our high-needs schools and serve as members on various school-issue task force needs and procurement committees. Additionally they are available at a moment's notice for anything we need and share ongoing technical expertise.

They are very responsive and we recommend them without reservation.

Sincerely,

Gretchen Saunders
Chief Business Officer

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LITIGATION CLAIMS

List litigation claims made against your firm during the past 5 years. Please provide the following information.

Name of Company filing the claim	Magnitude of the Claim (\$ value)	Reason For the claim	Date claim filed	Outcome
N/A				

* Never has any disciplinary action, administrative proceeding, malpractice claim, or other like proceeding been taken, nor are any such actions or proceedings currently pending or occurring, against Ford & Associates or any of its personnel.

PENDING INVESTIGATIONS, ENFORCEMENT ACTIONS
BY SEC OR OTHER REGULATORY BODY

List any pending investigations of the firm or disciplinary actions taken by the Securities and Exchange Commission (SEC) or other regulatory body within the last 5 years.

Name of Regulatory body	Magnitude of the Claim (\$ value)	Reason For the investigation	Date filed	Outcome
N/A				

* Never has any disciplinary action, administrative proceeding, malpractice claim, or other like proceeding been taken, nor are any such actions or proceedings currently pending or occurring, against Ford & Associates or any of its personnel.



J. Disclosures

The consultant must disclose the following:

1. Any professional or personal financial interest which could be a possible conflict of interest in representing the City.
2. Any arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts.
2. Any affiliation or relationship with any broker-dealer. **If none, state as such.** If affiliations exist, certify that the firm will not engage in any activities with the related party that would present a conflict of interest related to any financings.
4. Any finder's fees, fee splitting, payment to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest.
5. The firm's (or proposed subcontractors') professional relationships involving the City of Pembroke Pines within the past five (5) years.

1. Ford & Associates, Inc. has no professional or personal financial interest which could be a possible conflict of interest in representing the City.
2. Ford & Associates, Inc. has no arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts.
3. Ford & Associates, Inc. has no affiliation or relationship with any broker-dealer.
4. Ford & Associates, Inc. has no finder's fees, fee splitting, payment to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest.
5. Ford & Associates, Inc. has been financial advisor to the City of Pembroke Pines since 2000.

(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to accounts payable@ppines.com

City of Pembroke Pines
Office of the City Clerk
10100 Pines Boulevard
Pembroke Pines, FL 33026

Vendor Information Form

Operating Name (Payee)	Ford & Associates, Inc.		
Legal Name (as filed with IRS)	Ford & Associates, Inc.		
Remit-to Address (For Payments)	109 South MacDill Avenue		
	Tampa, FL 33609-3128		
Remit-to Contact Name:	Jerry W. Ford	Title:	President
Email Address:	jwford@fordassocinc.com		
Phone #:	(813) 874-6621	Fax #	(813) 874-6624
Order-from Address (For purchase orders)	n/a		
Order-from Contact Name:	n/a	Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)	n/a		
Return-to Contact Name	n/a	Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

☐ Corporation

Federal ID Number:

59-3521109

☐ Sole Proprietorship/Individual

Social Security No.:

N/A

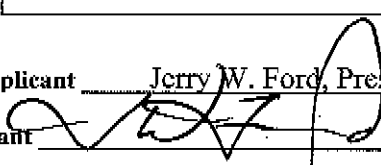
☐ Partnership

☐ Health Care Service Provider

☒ LLC - C (C corporation) - S (S corporation) - P (partnership)

☐ Other (Specify):

Name & Title of Applicant Jerry W. Ford, President

Signature of Applicant 

Date April 15, 2013

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Jerry W. Ford

Business name/disregarded entity name, if different from above

Ford & Associates, Inc.

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

109 South MacDill Avenue

City, state, and ZIP code

Tampa, FL 33609-3128

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

Employer identification number

5	9	-	3	5	2	1	1	0	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶ April 15, 2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVITSTATE OF FloridaCOUNTY OF Hillsborough

Jerry W. Ford being first duly sworn, deposes and says
that:

BIDDER is the

Owner

(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

By [Signature]

Subscribed and sworn to before me this 15th day of April, 20 13.

[Signature]
Notary Public (Signature)

My Commission Expires:



GLORIA J. SCARLE
MY COMMISSION # DD 912726
EXPIRES: September 11, 2013
Bonded Thru Budget Notary Services



City of Pembroke Pines

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by Ford & Associates, Inc. (name of entity submitting sworn statement) whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3521109. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

2. My name is Jerry W. Ford and my
(Please print name of individual signing)

relationship to the entity named above is Owner.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest



City of Pembroke Pines

in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



City of Pembroke Pines

Jerry W. Ford
Bidder's Name

[Signature]
Signature

Date: 15 April 2013

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me this 15th day of April, 2013, by Jerry Ford, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[Signature]
Notary Public Signature

Gloria Scarle
Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____



GLORIA J. SCARLE
MY COMMISSION # DD 912726
EXPIRES: September 11, 2013
Bonded Thru Budget Notary Services



City of Pembroke Pines

PROPOSER'S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

Jerry W. Ford

109 South MacDill Avenue

Tampa, FL 33609

Contact Person's Name and Title: Jerry W. Ford, President

PROPOSER'S Telephone and Fax Number: (813) 874-6621 telephone (813) 874-6624 fax

PROPOSER'S License Number: P98000061190

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

PROPOSER'S Federal Identification Number: 59-3521109

Number of years your organization has been in business 15 years

State the number of years your firm has been in business under your present business name 15 years

State the number of years your firm has been in business in the work specific to this RFP: 15 years

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

Jerry W. Ford, President

William S. Reed, Senior Associate

Jonathan W. Ford, Senior Associate

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

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)



City of Pembroke Pines

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

Ford & Associates, Inc. has never operated under a former name.

At what address was that business located?

N/A

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

Professional Liability Consulting Group, LLC

The Landmark Building 10 South Clinton Street, Suite 10 Doylestown, PA 18901

1-866-386-2544 x: 106

Jerry W. Ford will provide the required bonds

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

Mr. Ford has never failed to complete work that has been awarded to him.

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

Mr. Ford has personally inspected all proposed work. We have a complete plan for the performance of the proposed work, and have been working on portion of that plan for more than a year, through the RFP period.



City of Pembroke Pines

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

As mentioned for derivative pricings, we use SWAP Financial Group in at no cost to the city. They are not a subcontractor, rather they work for Ford & Associates, Inc.

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

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

Ford and Associates, Inc. does not have any bankruptcy petitions.

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

Ford & Associates, Inc. has not made any bond claims to it's surety.

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

There have not been any claims, arbitrations, administrative hearings or lawsuits brought against Ford & Associates, Inc.



City of Pembroke Pines

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

Never has any disciplinary action, administrative proceeding, malpractice claim, or other like proceeding been taken, nor are any such actions or proceedings currently pending or occurring, against Ford & Associates or any of its personnel.

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

Never has any disciplinary action, administrative proceeding, malpractice claim, or other like proceeding been taken, nor are any such actions or proceedings currently pending or occurring, against Ford & Associates or any of its personnel.

Are you an ☒ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Ford & Associates, Inc. has never been debarred or suspended from doing business with any governmental agency.



City of Pembroke Pines

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

Refer to Question # 4.3.C of the Proposal

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

By Terry W Ford
(Signature)



City of Pembroke Pines

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR:

2. "Local Broward County vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

The preference is used to evaluate the submittals received from bidders are assigned point totals, a preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference.

COMPANY NAME: Ford & Associates, Inc.

AUTHORIZED SIGNATURE: 



CERTIFICATE OF LIABILITY INSURANCE

FORD&1

OP ID: EN

DATE (MM/DD/YYYY)
03/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MORROW INSURANCE GROUP LENORA C. OLNEY/A196064 18936 NORTH DALE MABRY HIGHWAY TAMPA, FL 33548 DAVID HERNANDEZ		Phone: 813-963-1669 Fax: 813-961-3743	CONTACT NAME: MORROW INSURANCE GROUP PHONE (A/C, No, Ext): 813-963-1669 FAX (A/C, No): 813-961-3743 E-MAIL ADDRESS: EILEEN@MORROWINSURANCE.NET																					
INSURED FORD & ASSOCIATES INC 109 SOUTH MACDILL AVE TAMPA, FL 33609		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>BANKERS INSURANCE GROUP</td><td>33162</td></tr><tr><td>INSURER B:</td><td>TRAVELERS INSURANCE COMPANY</td><td>19038</td></tr><tr><td>INSURER C:</td><td>GEMINI INSURANCE COMPANY</td><td>10833</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	BANKERS INSURANCE GROUP	33162	INSURER B:	TRAVELERS INSURANCE COMPANY	19038	INSURER C:	GEMINI INSURANCE COMPANY	10833	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION RIGHTS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	09-0004992525-4-00	03/01/2013	03/01/2014	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
						GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
B	AUTOMOBILE LIABILITY		BA5B081137	03/06/2013	03/06/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB					EACH OCCURRENCE \$	
	EXCESS LIAB					AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$	
						E.L. DISEASE - POLICY LIMIT \$	
C	PROFESSIONAL LIABILITY		VPPL005619	04/07/2012	04/07/2013	AGGREGATE 1,000,000	
						OCCURRENCE 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF PEMBROOKE PINES IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY PER FORM BP 0448 0106

CERTIFICATE HOLDER

CITYPEN

CITY OF PEMBROOKE PINES
10100 PINES BLVD.
PEMBROOKE PINES, FL 33026

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Refunding Opportunities Monitor as of April 15, 2013

General Obligation Bonds								
Series	Delivery Date	Call Date	Principal Outstanding	Principal Refunded	\$ Net PV Savings	% Net PV Savings	Negative Arbitrage	Notes
2005	9/30/2005	9/1/2015	\$ 40,080,000	\$ 19,500,000	\$ 659,908	3.384%	\$ 965,483	Partial A.R. Eligibility
2007	7/25/2007	9/1/2017	39,225,000	3,875,000	38,804	1.001%	291,658	
Total			\$ 79,305,000	\$ 23,375,000	\$ 698,712	2.989%	\$1,257,141	

Public Improvement Revenue Bonds								
Series	Delivery Date	Call Date	Principal Outstanding	Principal Refunded	\$ Net PV Savings	% Net PV Savings	Negative Arbitrage	Notes
2001	10/12/2001	Current	\$ 940,000	\$ 940,000	\$ -	n/a	\$ -	Existing DSRF Surety Bond
2004A	5/6/2004	10/1/2014	18,680,000	17,620,000	1,183,126	6.715%	668,434	Existing DSRF Surety Bond
2004B	7/14/2004	10/1/2014	14,845,000	14,020,000	1,020,956	7.282%	532,239	Existing DSRF Surety Bond
2006	12/1/2006	10/1/2016	25,430,000	-	-	n/a	-	Not Advance Refundable
Total			\$ 59,895,000	\$ 32,580,000	\$ 2,204,083	6.765%	\$1,200,673	

Capital Improvement Revenue Bonds								
Series	Delivery Date	Call Date	Principal Outstanding	Principal Refunded	\$ Net PV Savings	% Net PV Savings	Negative Arbitrage	Notes
2006	12/1/2006	12/1/2016	\$ 37,870,000	\$ 3,250,000	\$ 85,574	2.633%	\$ 203,886	Partial A.R. Eligibility
2007	1/24/2007	12/1/2016	24,620,000	-	-	n/a	-	Existing Funded DSRF
2010	6/22/2010	6/22/2020	7,708,200	-	-	n/a	-	Partial A.R. Eligibility
Total			\$ 70,198,200	\$ 3,250,000	\$ 85,574	2.633%	\$ 203,886	

Taxable Communications Services Tax Revenue Bonds								
Series	Delivery Date	Call Date	Principal Outstanding	Principal Refunded	\$ Net PV Savings	% Net PV Savings	Negative Arbitrage	Notes
2003A	10/17/2003	10/1/2013	\$ 35,550,000	\$ 34,660,000	\$ 3,620,179	10.445%	\$ 992,141	Existing DSRF Surety Bond
2004	4/1/2004	4/1/2014	43,595,000	26,220,000	1,352,338	5.158%	1,086,249	Existing DSRF Surety Bond
Total			\$ 79,145,000	\$ 60,880,000	\$ 4,972,517	8.168%	\$2,078,390	



City of Pembroke Pines

Company Name: Ford & Associates, Inc.**PROPOSAL FORM**

RFP#: FN-13-01

DATE: April 16, 2013

TO: CITY OF PEMBROKE PINES
 10100 PINES BOULEVARD
 PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE "Request for Proposals" dated March 12, 2013 titled "Financial Advisor" attached hereto as a part hereof the undersigned proposes the following:

SCHEDULE OF FEES

Description	General Obligation Bonds		Revenue Bonds						Other
	Negotiated Sale	Competitive Bid	Negotiated Sale	Competitive Bid	Variable Rate Bonds	Private* Placement Debt	Bank* Loan	Tax Credit Bonds	** Derivatives
Fee per \$1,000									
First 25 million	\$0.70	\$0.65	\$0.85	\$0.80	\$1.00	\$1.00		\$1.00	
Next 25 million	\$0.70	\$0.60	\$0.85	\$0.80	\$0.95	\$0.95		\$0.95	
Next 50 million	\$0.60	\$0.55	\$0.75	\$0.70	\$0.90	\$0.90		\$0.90	
Amount over 100 million	\$0.30	\$0.25	\$0.50	\$0.50	\$0.50	\$0.50		\$0.50	
Minimum	\$22,500	\$20,000	\$25,000	\$22,500	\$25,000	\$25,000		\$25,000	
Maximum ***	\$62,000	\$67,000	\$82,000	\$82,000	\$97,000	\$97,000		\$95,000	

* amount mutually agreeable to the City and to Ford & Associates based on security structure, complexity, size, and time and method of bank negotiations. Please note that on several occasions, that we have completed financings for the City for fees below our contract minimum. Our focus will be on fairness to the City based on the nature of the transaction and the work involved.

** amount mutually agreeable to the City and to Ford & Associates based on the nature, size, and term of the derivative transaction. The liability assumed by Ford & Associates and current market comparables will also be factors.

*** Includes \$2,000 in Out-of-Pocket expenses per issue. Does not include the cost of out-of-state travel, which shall be billed at cost, if applicable. Does not include costs for rating agency presentations, which are subject to separate fees negotiated with the City and reimbursement of expenses at cost.

IN LIEU OF THE FEE PROPOSAL OUTLINED ABOVE, FORD & ASSOCIATES, INC. IS WILLING TO NEGOTIATE A SEPARATE FEE SCHEDULE ACCEPTABLE TO THE CITY AND TO US.



City of Pembroke Pines

Company Name: Ford & Associates, Inc.**SCHEDULE OF PROFESSIONAL FEES FOR NON-TRANSACTIONAL SERVICES**

	Hourly Rates	
	Standard	Quoted
Project Manager/Supervisory	\$225	\$205
Senior Associates	\$185	\$175
Associates	\$170	\$160
Support Staff	\$30	\$30
Other (specify):	N/A	N/A
Total	\$610	\$570

Proposal Checklist

Is there at least one original and two copies of the proposal submitted within this package?

Yes XInitial AF

Is there two electronic copies of the proposal submitted within this package?

Yes XInitial AF

Are completed Attachments A, B, C, D, E, F, I, J, K, L, M, N, O, & P included in this package?

Yes XInitial AF

Please confirm receipt of addenda:

I received Addendum # N/A Dated _____Initial AFI received Addendum # N/A Dated _____Initial AFI received Addendum # N/A Dated _____Initial AFDid you receive any additional addenda? If so, please specify: N/A



City of Pembroke Pines

Company Name: Ford & Associates, Inc.

PLEASE PRINT

NAME: Jerry FordCOMPANY: Ford & Associates, Inc.STREET ADDRESS: 109 South MacDill AvenueCITY & STATE: Tampa, FLZIP CODE: 33609-3128 TELEPHONE: (813) 874-6621E-MAIL: jwford@fordassocinc.comSIGNATURE: [Handwritten Signature]TITLE: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Morrow Insurance Group 18936 NORTH DALE MABRY LUTZ FL 33548	CONTACT NAME: DEBBIE JOHNSON CIC PHONE (A/C, No, Ext): 813-963-1669 E-MAIL ADDRESS: certificates@morrowinsurance.net FAX (A/C, No): 813-830-7873
INSURED FORD & ASSOCIATES INC 109 SOUTH MACDILL AVE TAMPA FL 33609	INSURER(S) AFFORDING COVERAGE INSURER A: FIRST COMMUNITY INSURANCE CO INSURER B: TRAVELERS INSURANCE COMPANIES INSURER C: RETAILFIRST INSURANCE COMPANY INSURER D: GEMINI INSURANCE COMPANY INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1333187239**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		09-0004992525-4-05	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> FL PIP <input checked="" type="checkbox"/> STATUTORY			BA5B081137	3/6/2018	3/6/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ FL BASIC PIP \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	0520 54478	7/15/2017	7/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	PROFESSIONAL LIABILITY			VIPL052131	4/7/2017	4/7/2018	EACH CLAIM 1,000,000 ANNUAL AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY.

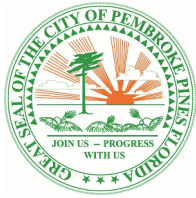
CERTIFICATE HOLDER**CANCELLATION**

CITY OF PEMBROKE PINES
601 CITY CENTER WAY
PEMBROKE PINES FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number:

File ID: 18-0015

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/08/2018

Short Title:

Final Action: 01/17/2018

Title:

MOTION TO APPROVE THE DEPARTMENTS RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACT DATABASE REPORT:

(A) BAPTIST HEALTH SOUTH FLORIDA, INC. - PROGRAMMING TO IMPROVE THE HEALTH AND WELLNESS OF MEMBERS OF COPP/SENIOR CENTER

(B) FORD & ASSOCIATES, INC. - FINANCIAL ADVISORY SERVICES DEBT MANAGEMENT

(C) GOMEZ AND SON FENCE, CORP. - CITYWIDE FENCING

(D) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1282 POLYMER

(E) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT)

(F) NALCO COMPANY - PURCHASE AND DELIVERY OF POTASSIUM PHOSPHATE

***Agenda Date:** 01/17/2018

Agenda Number:

Internal Notes:

Attachments: 1. Contract Database Report (FINAL) (2018-01), 2. Original Agreement - Baptist Health South Florida, Inc., 3. Fourth Amendment Baptist Health South Florida, 4. Financial Advisory Services - Ford & Associate, Inc., 5. Citywide Fencing Agreement - Gomez and Son Fence, Corp. (PSPW-16-01) (all back up), 6. 2nd Amendment - Gomez and Son -- Citywide Fencing Services

(ALL BACKUP), 7. Original Agreement - Fort Bend Services, Inc., 8. Second Amendment to Purchase of FBS C1282 Polymer - Fort Bend Services, Inc., 9. Morton Salt, Inc. - CO-OP Agreement (ALL BACKUP), 10. Original Agreement to Purchase & Delivery of Potassium Phosphate - Nalco Company, 11. 3rd Amendment to Purchase & Delivery of Potassium Phosphate - Nalco Company

1 City Commission 01/17/2018

1 City Commission 01/17/2018 approve

Pass

Action Text: A motion was made by Commissioner Siple, seconded by Vice Mayor Castillo, to approve. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz,
Commissioner Siple, and Commissioner Monroig

Nay: - 0

MOTION TO APPROVE THE DEPARTMENTS RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACT DATABASE REPORT:

(A) BAPTIST HEALTH SOUTH FLORIDA, INC. - PROGRAMMING TO IMPROVE THE HEALTH AND WELLNESS OF MEMBERS OF COPP/SENIOR CENTER

(B) FORD & ASSOCIATES, INC. - FINANCIAL ADVISORY SERVICES DEBT MANAGEMENT

(C) GOMEZ AND SON FENCE, CORP. - CITYWIDE FENCING

(D) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1282 POLYMER

(E) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT)

(F) NALCO COMPANY - PURCHASE AND DELIVERY OF POTASSIUM PHOSPHATE

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Legislative Consultant items shown below are on the January 2018 Contract Database Report, and based on the 90 day requirement, these Agreements need to be presented to Commission by January 31, 2018.

(A) Baptist Health South Florida, Inc. - Programming to Improve the Health and Wellness of Members of COPP/Senior Center

1. On February 19, 2014, the City Commission approved to enter into an agreement with Baptist Health South Florida, Inc. for an initial one (1) year period commencing on March 3, 2014 and ending on March 2, 2014.

2. The City of Pembroke Pines Southwest Focal Point Senior Center provides reasonable

space for classes for a minimum of 20 participants. Baptist Health South Florida, Inc. has been offering programming to improve the health and wellness of the members. Exercise classes are provided by qualified professional at no cost to the participants.

3. Baptist Health of South Florida, Inc. currently sponsors four (4) classes each month. This renewal will amend the original agreement from four (4) classes each month down to two (2) classes due to reallocation of their financial resources.

4. Pursuant to Section 8 of the Original Agreement, the term may be extended for additional one (1) year renewal terms upon the execution of a written amendment.

5. To date, the agreement has had four Amendments, including four (4) one (1) year renewals which extended the term of the agreement to May 31, 2018.

6. The Community Services Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and expiring on May 31, 2019, as followed by the agreement.

(B) Ford & Associates, Inc. - Financial Advisory Services Debt Management

1. On May 15, 2013, the City Commission approved to enter into an agreement with Ford & Associates, Inc. for an initial five (5) year period commencing on June 19, 2013 and ending on May 14, 2018.

2. The City of Pembroke Pines Finance Department utilizes Ford & Associates, Inc. to provide debt management services.

3. Pursuant to Section 6.2.2 of the Original Agreement, the term may be extended for two (2) additional two (2) year periods subject to Agreement by both parties.

4. The Finance Department recommends that the City renew this Agreement for an additional two (2) year term commencing on May 15, 2018 and ending on May 14, 2020, as followed by the agreement.

(C) Gomez and Son Fence, Corp. - Citywide Fencing

1. On May 18, 2016, the City Commission approved to enter into an agreement with Gomez and Son Fence, Corp. for an initial one (1) year period commencing on June 1, 2016 and ending on May 31, 2017.

2. The City of Pembroke Pines Public Services Department utilizes Gomez and Son Fence, Corp. to provide replacement and new installation of chain link fencing at various locations throughout the City on an as-needed basis.

3. Pursuant to Section 3.2 of the Original Agreement, the term may be extended for two (2) additional one (1) year terms upon mutual written consent.

4. On February 21, 2017, The City and Gomez and Son Fence, Corp. agreed to amend the Original Agreement by increasing the annual lump fee by \$125,000 which brought the total to \$200,000.

5. The Public Services Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and expiring on May 31, 2019, as followed by the agreement.

(D) Fort Bend Services, Inc. - Purchase of FBS C1282 Polymer

1. On May 20, 2015, the City Commission approved to enter into an agreement with Fort Bend Services, Inc. for an initial one (1) year period commencing on June 1, 2015 and ending on May 31, 2016.

2. The City of Pembroke Pines Utilities Department utilizes Fort Bend Services, Inc. as the primary provider of FBS C1282 Polymer.

3. The Utilities Department currently Purchases FBS C1282 Polymer. This renewal will amend the original agreement and change the Purchase from FBS C1282 to FBS C1685. The Utilities Department came to conclusion that FBS C1685 is best suited for the application using less polymer than FBS C1282.

3. Pursuant to Section 2.2 of the Original Agreement, the term may be extended for additional one (1) year terms upon mutual written consent.

4. To date, the agreement has had two Amendments, including two (2) one (1) year renewals which extended the term of the agreement to May 31, 2018.

5. The Utilities Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and expiring on May 31, 2019, as followed by the agreement.

(E) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt)

1. On April 19, 2017, the City Commission approved to enter into a Co-Op agreement with Morton Salt, Inc. for an initial one (1) year period commencing on May 31, 2017 and ending on May 30, 2018

2. The City of Pembroke Pines Utilities Department utilizes Morton Salt, Inc. as the primary provider for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt.

3. Pursuant to Section 5.01 of the Co-Op Agreement, the term may be renewed for three (3) additional one (1) year terms upon mutual written consent.

4. The Utilities Department recommends that the City renew this Co-Op Agreement for an

additional one (1) year term, commencing on May 31, 2018 and expiring May 30, 2019, as followed by the agreement.

(F) Nalco Company - Purchase and Delivery of Potassium Phosphate

1. On May 20, 2015, the City Commission approved to enter into an agreement with Nalco Company for an initial one (1) year period commencing on June 1, 2015 and ending on May 31, 2016.
2. The City of Pembroke Pines Utilities Department utilizes Nalco Company for the purchase and delivery of Potassium Phosphate (Nalco 7396).
3. Pursuant to Section 2.2 of the Original Agreement, the term may be renewed for additional one (1) year terms upon mutual written consent.
4. On September 14, 2016, the City and Nalco Company agreed to amend the Original Agreement to add the option to purchase less than bulk load shipments of 44,999 pounds or less at a price of \$1.44 per pound, in addition to the full bulk load shipments of 45,000 pounds or more at a price of \$0.99 per pound.
5. To date, the Agreement has had three Amendments, including two (2) one (1) year renewals which extended the term of the Agreement to May 31, 2018.
6. The Utilities Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and ending on May 31, 2019, as followed by the agreement.

FINANCIAL IMPACT DETAIL:

Please see the attached Contract Database Report for the amount of revenues and/or expenditures for each specific agreement.