

## SECTION I GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF COCONUT CREEK. THE CITY OF COCONUT CREEK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

### INSTRUCTIONS TO BIDDERS:

#### 1. **Defined Terms**

Terms used in this contract document are defined and have the meaning assigned to them. The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

**Bid:** A price and terms quote received in response to an IFB.

**Bidder:** Person or firm submitting a bid directly to the City as distinct from a sub-contractor, who submits a bid to the Bidder.

**City:** Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

**Change Order:** A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

**Contractor:** Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

**Contract:** A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of

agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

**Contract Administrator:** The City will designate a Contract Administrator whose principle duties shall be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

**Consultant:** Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

**First Ranked Proposer:** That Proposer, responding to a City RFP, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

**Invitation for Bids (IFB):** When the City is requesting bids from qualified Bidders.

**Proposer:** Person or firm submitting a proposal.

**Proposal:** A proposal received in response to an RFP.

**Request for Proposals (RFP):** When the City is requesting proposals from qualified Proposers.

**Responsible Bidder:** A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid

document, and the integrity and reliability that will assure good faith performance.

**Responsive Bidder:** A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

**Seller:** Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the City.

**Successful Bidder:** means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award

## 2. Cone of Silence

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the

solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in disqualification of said violating potential vendor or any recommendation for award, or any RFP award, or IFB, or RFQ award to said violating potential vendor or vendor's representative being deemed void or

voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

### **3. Bid Forms**

- 3.1 Solicitations downloaded from the eBid System shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.3 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.4 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.5 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

### **4. Sub-Contractors**

- 4.1 **Sub-Contractors Terms**  
The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the City.
- 4.2 **Sub-Contractors Agreement**  
All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor.

### **5. Qualifications of Bidders**

- 5.1 Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.
- 5.3 As part of the bid evaluation process, City may conduct a background investigation including a record check by the Coconut Creek Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

### **6. Specifications**

- 6.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 6.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 6.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are

for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.

- 6.4 If the model number for the make specified in the bid document is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

## 7. Addendum

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Procurement Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Procurement Division in response to such questions will be issued on official addendum.
- 7.2 The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will attempt to notify all known prospective Bidders. Addenda to the solicitation will

be posted on the eBid System. It is the Bidder's responsibility to check the eBid System or contact the Procurement Official prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package.

## 8. Prices Bid

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coconut Creek.
- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own

goods in transit and files any claims), unless otherwise stated in Special Conditions.

proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.

## 9. Examination of Bid Documents

- 9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Procurement Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.
- 9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

## 10. Modification and Withdrawal of Bids

- 10.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.
- 10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the

- 10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Procurement Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that 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, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

## 11. Submission and Receipt of Bids

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in ink. When a particular IFB or RFP requires physical copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids will be electronically unsealed in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings, but are not required. Bids will be tabulated and made available on the eBid System for review by Bidders and the public in accordance with applicable regulations.

## 12. Acceptance or Rejection of Bids

- 12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.

12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Procurement Official prior to award of contract by the City of Coconut Creek.

12.3 The City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the City.

12.4 The City of Coconut Creek reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the City of Coconut Creek.

limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.

- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or with the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (f) Price.

14.3 If applicable, the Bidder to whom award is made shall execute a written contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next ranked Bidder who is responsible and responsive in the opinion of the City.

**13. Opening of Bids**

Responses will be electronically unsealed and publicly read aloud on the date, time, and location specified in the bid document. A tabulation will be made available on the eBid System in accordance with applicable regulations.

**14. Award of Contract**

14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base bid whose evaluation by City indicates to City that the award will be in the best interests of the City and not necessarily to the lowest Bidder.

14.2 Criteria utilized by City for determining the most responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not

**15. Contractual Agreement**

The terms, conditions, and provisions in the bid document shall be included and incorporated in the final contract. The order of precedence will be bid document and response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida.

**16. Taxes**

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for

materials to fulfill contractual obligations with the City, nor shall a Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

- 17. Estimated Quantities/Warranties of Usage**  
No warranty is given or implied by the City as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.
- 18. Samples and Demonstrations**  
Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 19. Delivery**  
Time will be of the essence for any orders placed as a result of this bid document. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 20. Verbal Instructions Procedure**  
No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any member of the City Commission or its Staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those communications which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 21. References**  
As part of the bid evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Bidders qualifications.
- 22. Costs Incurred by Bidders**  
All expenses involved with the preparation/and or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the City.
- 23. Permits, Fees and Notices (If Applicable)**
- 23.1 The Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.
- 23.2 All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per Ordinance No. 139-94. All county, state or federal fees and permits shall be applied for and paid by the Bidder as necessary. Bidder must provide City with copy(s) of valid licensing by county/city agency for this type of work.
- 23.3 It is the Bidder's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.
- 24. Penalties for Misrepresentation**  
Any material misrepresentation in the Contractor's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.
- 25. Restriction on Disclosure and Use of Data**  
All proposals received by the City will become the sole property of the City. Confidential financial information obtained by the City from

a Bidder is exempt from public disclosure to the extent allowed by law.

**26. Exceptions to the Bid**

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The City, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Bidder to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

**27. Cancellation for Unappropriated Funds**

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**28. Independent Contractor**

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Bidder shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the bid document, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

**29. Job Site Safety**

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the

Successful Proposer is on City property and to ensure safety rules are not being violated.

**30. Occupational Health and Safety**

In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
  - 1) The potential for fire, explosion, corrosiveness, and reactivity;
  - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - 3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
- g) All substances shall remain in manufacturer's container with manufacturer's labeling.



ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

**31. Conflict of Interest**

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

**32. Indemnity/Hold Harmless**

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, *Florida Statutes*, as amended from time to time, nor shall it constitute an agreement by

the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

**33. Public Entity Crimes Statement**

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid for 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 (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**34. Public Records**

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. 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. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, *Florida Statutes*. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, *Florida Statutes* as may be amended from time to time, Consultant shall comply with all public records laws in accordance with Chapter 119, *Florida Statute*. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) 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 copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant 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.
- e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

**35. Drug-Free Workplace Programs**

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

**36. Collusion**

The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the City. The Bidder also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**37. Audit Rights**

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

**38. Patents and Royalties**

The Contractor, without exception, shall indemnify and save harmless the City of Coconut Creek and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Coconut Creek. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**39. Purchase by Other Governmental Agencies**

If the Bidder is awarded a contract as a result of this bid document, he will, if he has

sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

**40. Assignment and Sub-Letting**

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

**41. Venue**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of Florida.

**42. Gratuities and Kickbacks**

**42.1 Gratuities:** It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

**42.2 Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

**42.3 Contract Clause:** The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

**43. Protest Process**

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the Procurement Officer listed in the solicitation in writing (email or fax are acceptable) by filing a notice of protest within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest must be filed within five (5) working days after filing the notice of protest.

The formal written protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a notice of protest and formal written protest within the time-frames specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

- (a) Only a bidder, proposer or offeror whose bid or proposal is timely received and fully complies with all terms and conditions of the bid or proposal may protest an award.
- (b) The formal written protest shall state in detail the specific facts and laws or ordinances upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with the protest process pursuant to this section shall be the sole responsibility of the protesting party.

All protests shall be reviewed and evaluated administratively and a decision, in writing shall

be forwarded to the protesting party within ten (10) working days of receipt of the formal written protest. If the protesting party does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days of receipt of the administrative decision. The appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

**44. Confidential and/or Proprietary Information**

In accordance with Section 119.07(1) (a), Florida Statutes as amended from time to time, and except as may be provided by other applicable state and federal law, the Request for Qualifications and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute Section 119.071.

**45. Trade Secret**

Any material submitted to City that Contractor or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor, or Consultant, as applicable, must, simultaneous with the

submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to City for records designated by Contractor, or Consultant as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor, or Consultant, as applicable. Contractor or Consultant shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

**46. Anti-Discrimination**

That proposer shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, or veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) Proposer, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation,

pregnancy, gender identity or expression, or veteran or service member status.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

#### 47. Default

##### 47.1 Termination

###### **Termination for Cause: Immediate**

In the event the Contractor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately upon receipt of notice. The notice for immediate termination shall state the date of termination and Contractor shall discontinue all work under this contract on that date. In the event of immediate termination by the City shall have all legal and equitable remedies available to it, and may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of procurement and cover.

###### **Termination for Cause: Time to Correct**

In the event the Contractor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, set forth the reason(s) for said termination and state a reasonable time-frame, not to exceed five (5) calendar days, for the Contractor to correct the conditions to the satisfaction of the City. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City within the time-frame prescribed, the City may terminate the contract effective immediately as provided above. If Contractor requests a hearing before the City Manager within the time-frame prescribed for correction, the City Manager may extend such time for correction to accommodate such hearing. Notwithstanding the above, the City shall have all legal and equitable remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages arising from the default and breach of the contract.

###### **Termination for Convenience of City**

Upon thirty (30) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

## SECTION II SPECIAL TERMS AND CONDITIONS

### 1. Point of Contact

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Analyst, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by email or submitted through the eBid System.

Submit To: Asha Benjamin, Purchasing Analyst  
Email: abenjamin@coconutcreek.net

All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bid procedures will only be transmitted electronically through the eBid System.

### 2. Minimum Qualification Requirements

#### 2.1 Scope of Services Proposed

Clearly describe the ability to perform the scope of services proposed including a work plan including an explanation of methodology to be followed to perform the services required of this proposal.

#### 2.2 Firm Qualifications

The proposal should give a description of the firm, including the size, range of activities, etcetera. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The proposal must also identify the contact person, telephone number, and email address.

The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

### 3. Proposal Format

The proposal shall contain three (3) sections:

#### Section 1: Qualifications and Experience

- Clearly describe the ability to perform the scope of services proposed including a work plan with an explanation of the methodology to be followed to perform the services required of this proposal.
- Provide resume and fact sheet for firm indicating how it meets the Minimum Qualification requirements stipulated above.
- Provide resumes for all of firm's employees that will be used in providing the services specified herein.
- Include a list of awards or recognitions obtained, bonding capabilities, fieldwork capabilities and any other items of interest to support any claim of excellence.

**Section 2: Resources and Availability**

- Describe the firm's management plan to be used, staffing configuration and safety protocols.
- Provide information about the equipment and services at the firm's disposal.

**Section 3: References**

- Proposer shall provide a list of at least five (5) clients that Proposer has provided similar services in the past three (3) years, at least two (2) of which are governmental entities. For each client reference include:
  - Project name and location
  - Scope of services provided
  - Cost of project
  - Contact person, title, business address, telephone and fax number, and email address
  - Start and completion date of the contract

**4. Competency of Proposers**

Proposals shall be considered only from firms that have five (5) or more years' experience in providing products and services similar to those specified herein and that are presently or recently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

**5. Performance**

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

**6. Schedule of Events**

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	02/14/2021
Non-Mandatory Pre-Proposal Meeting	N/A
Last Date of Receipt of Questions (5:00 p.m. EST)	03/01/2021
Last Date of Receipt of Request for Approved Equals Form	N/A
Addendum Release (if required)	03/08/2021
Proposals Due (10:00 a.m. EST)	03/17/2021
Compliance Review	03/18/2021 – 03/25/2021
Selection Committee Evaluations/Short List	04/07/2021
Oral Interviews/Selection of 1 <sup>st</sup> Ranked Proposer	TBD
Contract Negotiations with 1 <sup>st</sup> Ranked Proposer	TBD
Commission Award of Contract	05/13/2021

## 7. Proposal Submission

- 7.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload the response as one (1) file to the eBid System.** The maximum file size is 100 MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 100 MB being the maximum file size.
- 7.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained electronically from the eBid System and no alteration of any kind has been made to the solicitation.
- 7.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 7.4 Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 7.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.
- 7.6 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 7.7 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.
- 7.8 All proposals received from Proposers in response to this 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 the City.
- 7.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are "responsible and responsive".

## 8. Evaluation Method and Criteria

The City will assemble a Selection Committee comprised of qualified City staff or other persons selected by the City. The selection of a Proposer with whom to contract shall be based on the proposal most advantageous to the City based on the "best value to the City" using the following criteria:



**Criteria**

- 1) Operational Plan for the City
- 2) Qualifications and Experience
- 3) Resources and Availability
- 4) Past Performance
- 5) Price

- 8.1 The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations. During the evaluation process, City reserves the right, where it may serve the City of Coconut Creek's best interest to request additional information or clarification from Proposers.
- 8.2 Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced Proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.
- 8.3 While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

**9. Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

**10. Selection Process**

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Selection Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

**Oral Presentations**

The top three (3) short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to a recommendation being presented to the City Commission. The Proposer's manager assigned to this contract shall be the sole presenter(s). The Selection Committee will then re-rank the finalist's based on their proposal submission and presentation in accordance with the criteria listed herein. Should the City require such oral presentation, the Proposer will be notified seven (7) days in advance to appear before the

Selection Committee.

The first ranked Proposer resulting from this process will be recommended to the Coconut Creek City Commission for award. The recommended Proposer may be required to appear before the City Commission to answer questions for contract award.

**11. Best and Final Offers**

When in the best interest of the City, the Procurement Officer may request the submission of best and final offers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once; provided, however, the Procurement Officer may make a written determination that it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Vendors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

**12. Negotiations**

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the City, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the City and said Proposer cannot negotiate a Successful Contract, the City may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

**13. Award of Contract**

13.1 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. It is the City's intent to award the contract to one (1) Proposer; however, the City reserves the right to award the contract to two (2) Proposers if the City deems it is in its best interest.

13.2 The Contract will be awarded only to a responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

13.3 All Proposers will be notified through the eBid System when the City Commission makes an award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award is in the best interest of the City and shall be final.

13.4 The Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

- 13.5 This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Proposer shall submit a revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies for approval by the City's Risk Manager.

#### **14. Contract Term**

- 14.1 The initial contract period shall be for seven (7) years. The City reserves the right to extend the contract for an additional three (3) year period, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.
- 14.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

#### **15. Price**

Proposer shall quote a firm, fixed cost for the items listed in the Detailed Requirements - Scope of Services and shall submit prices electronically through the eBid System "Line Items" tab. Pricing shall include all costs associated with the project including labor, equipment, supplies, management, etc.

#### **16. Cost Adjustments**

- 16.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.
- 16.2 The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor. Contractor will continue to work with the City during the transition.

## 17. Insurance Requirements

If the Contractor is required to go on to City property to perform work or services as a result of contract award, the successful Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them throughout the term of the contract shall assume full responsibility and expense to obtain all necessary insurance as required by City.

The Contractor shall provide the Procurement Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Proposer, by submitting his proposal, agrees to abide by such modifications. Throughout the term of this Contract, Successful Proposer shall maintain in force at their own expense, insurance as follows:

### 17.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

**Note:** Proposers who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

### 17.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

### 17.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

### 17.4 Information Security/Cyber Liability Insurance

Vendor must provide the City with evidence of Information Security/Cyber Liability Insurance with, at a minimum of \$2,000,000.00 per occurrence written on a "Claims-Made" basis covering City, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

Information Security/Cyber Liability Insurance shall include Internet Media Liability including cloud computing and mobile devices for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses and notification and credit monitoring expenses."

**17.5 Professional Liability / Errors and Omissions Coverage**

If the Consultant is to provide professional services under this Agreement, the Consultant must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this contract.

Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions at no cost to City.

**17.6 General**

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as Additional Insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek – Procurement Division  
 Risk Manager  
 4800 West Copans Road  
 Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposer's Proposal response. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit a revised

Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

**17.7 Insurance Company and Agent**

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

**Note:** A copy of **any** current Certificate of Insurance shall be included with your proposal.

**18. Dispute Resolution**

**18.1 Dispute Resolution Process**

- a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.
- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

**19. Scrutinized Companies pursuant to Section 287.135 and 215.473**

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Company understands and agrees that pursuant to Sections 287.135 and 287.473, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the City to terminate this Agreement at the option of the City.

## **20. Inspection, Direction, and Payment**

- 20.1 The work will be conducted under the general direction of the Director of Finance and Administrative Services or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.
- 20.2 A monthly account analysis statement must be submitted to the City within seven (7) business days after the month end, preferably in electronic format. Fees due will be debited from the City's bank account on a semi-annual basis.
- 20.3 If, at any time during the Contract, the City shall not approve or accept the Contractor's work performance, and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the services provided.
- 20.4 The City of Coconut Creek may make changes to increase or decrease services and/or locations as required. Such work shall be executed under the conditions of the original Contract.

## **SECTION III**

### **DETAILED REQUIREMENTS – SCOPE OF SERVICES**

#### **1. Purpose and Overview**

The purpose of this Request for Proposal is to contract with a single bank that can offer the highest quality of service at the lowest cost to the taxpayers.

#### **2. Minimum Qualifications**

The following minimum qualifications must be met in order for the Proposer's proposal to be considered:

- A. Federal or State of Florida Chartered Bank;
- B. Respondent must be certified as a “Qualified Public Depository” under Chapter 280 Florida Statutes, “Security for Public Deposits”;
- C. Member of the FDIC; and
- D. Member of the Federal Reserve System.

Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient services to the City. The City reserves the right before recommending any award to inspect the facilities, organization and financial condition, or to take any other action necessary to determine the financial institution’s ability to perform, in accordance with its specifications, terms, and conditions.

The Respondent must have a branch bank located in Coconut Creek.

The Respondent must have received an unqualified opinion for each of the last two (2) years’ audited financial report.

### **3. Scope of Services**

The information provided in this scope of services identifies services the City is currently receiving and desires to maintain. In addition, where applicable, the City has indicated new or additional services it will consider.

### **4. Bank Accounts**

The City desires to maximize its cash availability through the use of concentration and zero balance accounts. This account structure will be comprised of a Concentration Account and three (3) zero-balance accounts. All available balances will be maintained in the Concentration Account. The zero balance accounts will be reimbursed or swept at the close of the business day. The following bank accounts will be maintained during the contract period.

- A. Concentration Account (Master Account) – This account will be used to concentrate the daily cash balances of the various accounts of the City and will be an interest bearing account. Incoming and outgoing EFT’s will be deposited into or withdrawn from this account. The City will make daily cash, credit and credit card deposits into this account.
- B. Payroll Account (Zero-Balance Account) - This account will be used solely to process payroll disbursements to employees. There will not be any direct deposits into this account, except for the Bank transfer to cover direct deposit transactions and payroll checks presented for payment by City employees.
- C. Accounts Payable Account (Zero Balance Account) – This account will be used solely to process disbursements for accounts payable. There will not be any direct deposits into this account, except for the Bank transfer to cover checks presented for payment.
- D. CDBG and SHIP Operating Account (Zero Balance Account) – This account will be used solely to receive CDBG and SHIP funds and disburse related expenses.
- E. Other Zero-Balance Accounts – The City reserves the right to open additional zero-balance accounts during the contract period at the price proposed.

In addition, the City has a municipal account where we deposit excess cash and it is an interest bearing account.

### **5. Availability of Funds**

Awarded Bank agrees to credit the City’s Concentration Account for Incoming EFT’s the same day regardless of the time of receipt during the day.



Deposits will be made by armored truck during the business day to a designated location mutually agreed on by the City and the awarded bank.

All checks will be based on the awarded Bank's "availability schedule". Proposing banks are required to attach a copy of their current schedule to their Proposal. Awarded bank agrees to notify the Director of Financial and Administrative Services or designee, in writing, of any changes to the schedule. The City reserves the right to periodically audit the awarded Bank's compliance with the existing "availability schedule".

Under no circumstances should the clearance period exceed the Federal Reserve Guarantee.

#### **6. Positive Pay**

The City uses positive pay for all vendor checks. The information is transmitted weekly or more frequently, if necessary, for vendor disbursements. The bank shall provide a system to automatically compare checks issued by the City with checks presented for payment. When a check is presented that does not match the file of issued checks transmitted to the bank, the check should then become an exception item. The bank should contact the City to determine whether an exception item is returned or paid. The file that is sent to the bank includes check date, check number, payee and amount.

#### **7. ACH Processing**

Currently, the City submits the following files to the bank for ACH processing:

1. Bi-monthly utility payments from resident bank accounts for utility services for credit into the City Concentration Account;
2. Bi-monthly debit amounts from recreation program participants bank accounts for membership fees for credit into the City Concentration Account;
3. Bi-weekly credit amounts to employee bank accounts for payroll;
4. Bi-weekly credit amount for employee emergency payroll (file will only be activated in the event of a disaster and City is unable to process its regular payroll).

The City regularly receives ACH transfers from governmental entities and financial institutions.

Please include any transmission deadlines for ACH files, and describe when the funds will be applied to/against the City's account. Provide details on how voiding and reversing of individual ACH items are handled, if it is possible, how to reverse or cancel an ACH file, and list the application timeframe to submit request.

Please describe how ACH files are processed (i.e. individually, as a pass-thru file, as an import where the file can be uploaded, etc.).

Please describe ACH Fraud control process.

#### **8. Wire Transfer Services**

The bank will provide a complete funds transfer service, which includes secure procedures for facilitating both repetitive and non-repetitive fund transfers. The City will not be charged for transfers between City accounts.

Please include any transmission deadlines for wire transfers, and describe when the funds will be applied to/against the City's account. Provide details on how to reverse or cancel a wire transfer and describe dual controls for approval. Currently, the City enters repetitive and non-repetitive wire transfer templates on-line.

**9. On-Line Account Access**

The bank shall provide a secured web based solution that will allow the City on-line access to all City bank accounts and lockbox activity. The system will enable the City user to communicate with the bank, download and archive information, provide daily reporting, facilitate viewing and printing of the front and back of cleared checks, deposit slips, individual deposit items, etc., execute on-line stop payments, perform wire transfers, and access detailed ACH information. Preferably, all activities should be done in one central online website. If not, please submit a list of the different on-line sites they use for each service type (fraud control, online treasury, ach control, lockbox, etc.).

The respondent must have the ability to provide the City with access to on-line balance and account activity reporting with the following minimum prior day and current day information:

- a. Closing ledger balance
- b. Collected balance
- c. One (1) day float
- d. Two (2) days or more days float
- e. Total Credits
- f. Number of credits
- g. Total Debits
- h. Number of Debits
- i. Opening Ledger Balance
- j. Opening Available Balance
- k. Current Available Balance

Individual activity amounts and descriptions to include, but not be limited to, the following:

- a. Deposits
- b. Lock box activity
- c. Wire transfers (incoming and outgoing)
- d. ACH transfers (incoming and outgoing)
- e. Internal bank account transfers
- f. Other bank credits and charges
- g. Individual check amounts paid along with corresponding check numbers and date cleared

Prior day is defined as, at minimum, the previous twenty (20) business days. Current day query file should be updated on real-time basis or periodically during the business day. Respondents should provide a sample of their daily on-line reporting format.

**10. Overdrafts**

It is not the intention of the City to overdraw any account. In the event of any overdraft, all checks presented for payment will be paid.

**11. Stop Payments**

Stop payment orders will routinely be initiated electronically.

**12. Lock Box Services**

The City currently utilizes lock box services for the credit of utility payments to the City's Concentration account. The respondent will provide a sample of the Lock Box Agreement. In addition, please address the following specifically:

- a. Describe the bank's lockbox products and services. Provide pricing information and turnaround time for deposits.

- b. What controls are in place to insure all payments received are processed the same day received?
- c. Can you provide a local address for lockbox payments?
- d. What are the deposit times for customer's lockbox and how are they determined?
- e. How many availability schedules are offered to your retail lockbox customers? Is the schedule you are offering the best retail schedule?
- f. What is the earliest transmission time available to a customer without affecting your ability to deposit all checks received for a ledger credit day?
- g. Do you use a third-party processor, including couriers, for any part of this service? If so, please explain.
- h. Can you provide daily images of all checks and remittance advices? If so, in what formats (on-line, CD rom, other)? How long is this information available in archives?
- i. Can you process checks for multiple accounts with minimal errors?
- j. What instances generate exceptions and how are exceptions treated (rejected, forwarded to the City for processing, etc.)?
- k. What is the reject rate? Please describe the process of rejecting a payment.

**13. Foreign Check Deposits**

From time to time the City will receive Canadian and other foreign checks for payment of utility bills. Canadian and foreign checks will be deposited in U.S. dollars on the day of deposit. A foreign exchange adjustment will not be permitted.

**14. Cashing Petty Cash Checks**

The bank will cash petty cash checks at no charge to the City or employee cashing the check. The bank will require that the employee present a current City issued identification card to cash Petty Cash Checks.

**15. Returned Items**

- 1. The bank will make one (1) attempt to present again any deposited checks returned due to *Insufficient or Uncollected Funds*. The City will not be assessed a penalty fee until after the second failed attempt to clear the item, unless redeposit is not practical.
- 2. Checks that are returned due to *Closed Accounts* will be immediately returned to the City.
- 3. Checks lacking the *City's endorsement* for deposit will *be guaranteed* by the bank and not returned to the City.
- 4. Checks deposited *lacking signature* shall not be presented for payment, and immediately returned to the City.
- 5. Checks redeposited a second time will not result in a deposit fee at the time of redeposit.
- 6. Checks *not honored/paid* after the *second presentment* due to *insufficient and/or uncollected funds, or closed account*, will be returned to the City within the time period specified in the Florida Statutes.

Please provide the various methods of notification of returned items available to the City.

**16. Earnings on Deposit**

The City is charged for banking services through an Account Analysis calculation (discussed in Section 25 below), whereby the bank bills for the quantity of services provided multiplied by a specific unit cost less an Earnings Credit. The Proposer should identify the 'earnings credit' rate index used. Please note: this rate should be fixed for the contract term.

**17. Bank Statements and Account Reconciliation**

Monthly bank statements will be for the full calendar month and will be delivered to the City within seven (7) business days after the end of the month, preferably in electronic format. Daily deposits,

cleared checks, wire transfers, ACH's, and all other debits and credits must be sorted by date. Accompanying the statements will be front and back copies of all cancelled checks, sorted by check number. In addition, the City requires that cancelled checks images (front and back) be provided on CD ROM in a searchable format.

The City requires the bank to provide a full account reconciliation program for the Accounts Payable Account. The information provided should include the check number, amount of check, and date check was paid. This information should be available immediately at month-end in excel or text file format.

Debit and credit advices are to be issued for deposit discrepancies within 24 hours of deposit.

**18. Banking Supplies**

The depository Bank will provide all necessary banking supplies at no charge to the City. These shall include, but not be limited to, deposit bags, deposit slips in triplicate and deposit stamps. Accounts Payable and Payroll laser checks are printed in-house including complete MICR encoding. For these checks, the City purchases blank safety stock.

**19. Armored Car Services**

The bank will provide the City with an Armored Courier Service for pick-up of the City deposits for same day deposit. The average daily cash transported by Armored Courier Service is \$69,000. Daily pick-up will be required no earlier than 10:00 AM and no later than 4:00 PM for same day credit every day the City is open for business:

City Hall 4800 West Copans Road Coconut Creek, FL 33063 (Monday through Thursday)	Community Center 1100 Lyons Road Coconut Creek, FL 33063 (Monday through Friday)	Recreation Complex 4455 Sol Press Blvd. Coconut Creek, FL 33073 (Monday through Friday)
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The armored courier service company provided by the bank will make available to the designated City pick-up location and keep current photo identification and signature specimens of each and every person assigned to pick up such deposits from the City location. The City will rely on this documentation for turnover of the daily deposits.

Each and every deposit pick-up, regardless of location, will be receipted for by signature in a city maintained logbook.

A credit will be applied to the City's charges on the analysis statement in the event that the courier fails to pick-up at the designated time and location.

**20. New Services**

The bank shall provide safety deposit boxes, if needed, and in sizes to be determined, at the request of the City. Please include a schedule of costs associated with this service.

**21. Emergency Services**

The bank shall be prepared to deliver banking services within twenty-four (24) hours of a disaster event (hurricane, tornado, wildfire, etc.). The bank shall provide information regarding their disaster recovery plan, including specific plans related to servicing the City, in the event of a disaster. The bank shall provide a listing to the City semi-annually of bank contact names, phone numbers, and physical location to be available to assist in the event of an emergency.

**22. Emergency Cash**

The City may occasionally request a large amount of cash in the event of an emergency. Request for such funds are generally given with 48 hours' notice but could be given as late as 24 hours' notice.

**23. Change Service**

Coins and currency are occasionally requested by various departments within the City, either for special events or cash drawers. These requests should be made available to the City at no charge.

**24. Costs of Account Maintenance**

- a. The City shall pay for banking services using an *Account Analysis* calculation, whereby the bank shall bill for the quantity of services provided multiplied by a specific unit cost less an *Earnings Credit*. The bank shall provide the City with a monthly account analysis statement within seven (7) business days after the month end, preferably in electronic format, for each account detailing activity volume verses associated unit costs, cost extensions and a summary analysis for all combined
- b. Any and all costs due to the bank shall be deducted from the City's bank account on a *semi-annual basis*.
- c. In the event that the earnings exceed all applicable fees, the bank shall deposit the excess earnings on a semi-annual basis.
- d. There shall be no other costs to the City other than those included in the monthly analysis.
- e. Respondents should provide a sample monthly analysis statement along with their proposals. The account analysis should include, at a minimum:
  1. Service rendered
  2. Average Collected Balance – The average daily ledger balance less average daily float.
  3. Current Month's Earnings Credit Rate – The respondent shall identify the index used.
  4. Current Month's Earnings Credit – The balance of the uninvested collected balance (during the month for which charges are being billed), multiplied by the Current Month's Earnings Credit Rate, divided by 365 days, multiplied by the number of days in the month (for which charges are being billed)
  5. Net Service Charge – Total service fees less the Earnings Credit.

**25. Continuous Service**

The bank shall maintain support on a continuous basis without interruption of service. Continuing disruption of service shall be cause for termination of contract.

**26. Access to Records**

The City or its authorized representative shall have access to the books and records maintained by the bank with respect to the City's bank accounts at all reasonable times. Such books and records shall be preserved by the bank as required by applicable regulatory agencies.

**27. Transition Plan**

Respondent shall describe their conversion plan to transfer assets of the City to the Bank. Include information regarding lead-time necessary before the contracts can be implemented, and include details of the plan for educating and training City employees in the use of the bank's systems. Provide a timeline schedule and any applicable charges for the conversion plan.

**28. Miscellaneous items**

Please outline any Banking Incentive Programs for City employees such as, free or reduced cost checking accounts, reduced rate loans and other free or reduced cost services provided to the Bank's customer's employees.

The City currently has separate agreements in place for Merchant Credit Card Services. However, the City reserves the right to add these services upon expiration of the current agreement.

The City currently has a separate P-Card agreement in place to purchase and pay for goods and services. However, the City reserves the right to add these services upon expiration of the current agreement. Please provide information regarding processing procedures, software packages, as well as any associated fees in the proposal.

The City currently does not utilize Remote Deposit Capture. However, the City reserves the right to add these services in the future. Please provide information regarding processing procedures, software and hardware requirements, as well as any associated fees in the proposal.

**29. Service Enhancements**

Propose any new financial services that may be considered for further improving the effectiveness of the City's treasury management operations that are not otherwise addressed herein. Include related costs to the City.

**30. General Information Required**

1. In accordance with Section 280.17 of the Florida State Statutes, the City's depository bank must be continuously recognized as a Qualified Public Depository by the Office of the Treasurer of the State of Florida. Please provide documentation showing that your bank is a qualified public depository.
  - a. Provide a copy of your most recent Qualified Depository Monthly and Annual Report provided to the State of Florida Department of Financial Services
  - b. Provide a copy of your most recent Quarterly Consolidated Reports of Condition and Income, and any amended reports, required by the Federal Deposit Insurance Act.
2. Provide a copy of the banks' audited financial statements for the past two (2) years.
3. Discuss key measures of the bank's financial strength (total assets, market capitalization, collateralization etc.)
4. Provide proof of your bank's current rating from Standard & Poor's or Moody's. Include ratings for bank financial strength, bank deposits and issuer rating.
5. Identify the size and scope of your public banking unit, banking officers' responsibilities for City's accounts, role and relationship, and relevant credentials and experience of each person on the relationship management team. Please provide a resume for each member of the relationship management team, including address, phone, fax and e-mail contact information. Does the Bank provide a toll-free number for Customer Service?
6. For the past three (3) years, identify fully the extent to which your bank or individual partners or employees have been subject to any ongoing municipal securities or banking investigations, party to any municipal securities or banking litigation or arbitration, or the subject of a subpoena in connection with a municipal securities or banking investigation. In

addition, include any such investigation which concluded in an enforcement or disciplinary action ordered or imposed in the last three (3) years.

7. Provide a statement as to whether the selection of your bank will result in any current or potential conflict of interest. If so, your bank's response must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether your bank would step aside or resign from the engagement or representation creating the conflict. Please disclose any financial or contractual relationship that your bank or any individual member of your bank has or had (over the past three (3) years) with any City Commissioner.
8. Describe what kind of Treasury Management Services your bank can provide to the City. Discuss the factors that differentiate your service from that of other providers.
9. List any cash management services that your bank has outsourced in the past twenty-four (24) months and provide an explanation for the decision to outsource these services.
10. Respondent is to make a statement if they have ever had a service agreement terminated for cause in the last seven (7) years and detail the date, entity/name of company.
11. Provide details on any merger or acquisition that the bank is currently committed to and the expected impact on the services requested in this RFP.
12. All City employees, upon presenting proper required identification, and whether or not they maintain an account with the proposer, must be allowed to cash their payroll checks unimpeded by usual proposer requirements. Detail other accommodations you plan to offer City employees.
13. The Respondent must have a branch bank located in Coconut Creek. Please provide addresses and hours of operation of all branches within the City, including any weekend hours.
14. If you offer a payroll debit card program, provide details.
15. Provide names, address, phone numbers, e-mail address, and contract period of two (2) references of current Florida Government customers and two (2) references of past Florida Government customers, preferably with comparable volumes and origination types, who have been using services requested in this RFP.
16. Please discuss any additional attributes that the City should consider in evaluating your bank's ability to provide the services requested. Propose any new financial service plans or practices not otherwise addressed in this proposal but deemed to be in the best interest of the City and include cost information as applicable.

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