



REQUEST FOR PROPOSALS (RFP) #02-2024

CITY OF BELLE GLADE BANKING SERVICES

**PURCHASING DIVISION
110 DR. MARTIN LUTHER KING, JR. BLVD., WEST
BELLE GLADE, FL 33430-3900**



NOTICE OF REQUEST FOR PROPOSALS (RFP)

Sealed proposal packages shall be received by the City of Belle Glade Office of the City Clerk on the date, time, and location listed below, at which time all proposal packages submitted shall be publicly announced. Proposals packages received after the designated time and date shall be rejected as non-responsive.

RFP Number:	02-2024
RFP Name:	City of Belle Glade Banking Services
RFP Advertising Date:	April 10 th , 2024
RFP Closing Date/Time:	May 23 rd , 2024 @ 3:00PM
Pre-Proposal Meeting:	<u>A non-mandatory pre-proposal meeting will be held at the City of Belle Glade City Commission Chambers located in City Hall, 110 Dr. Martin Luther King, Jr. Blvd., West, Belle Glade, FL 33430-3900 on Monday April 29th, 2024 at 10:00AM. All potential bidders are encouraged to attend.</u>
Contact Person:	Neil Appel, C.P.M., Purchasing Manager
Email:	nappel@belleglade-fl.com Start all email subject lines with the RFP number for faster recognition.
Questions Deadline:	April 30 th , 2024 @ 2:00PM
Submit RFP to::	City of Belle Glade Office of the City Clerk 110 Dr. Martin Luther King, Jr. Blvd., West Belle Glade, FL 33430-3900
Scope of Work:	The City of Belle Glade, Florida, ("CITY") is requesting proposals from qualified financial institutions for banking services as specified in this document.
Proposed Shortlist Date:	June 18 th , 2024 at 10:00AM in the City Commission Chambers Tentative
Proposed Interview Date:	July 2nd, 2024 at 2:00PM in the City Commission Chambers Tentative
Proposed Award Date:	July, 2024

RFP Documents may be obtained from the Purchasing Website <https://www.bellegladegov.com/rfps> Proposers who obtain solicitation documents from other sources than the Purchasing Division are cautioned that the solicitation package may be incomplete. Furthermore, all addenda shall be posted on the Purchasing Division website. Proposers obtaining bid documents from the Purchasing Division website must check the website daily to download their addenda.

Proposers shall submit **ONE (1) MARKED ORIGINAL, FIFTEEN (15) PHOTOCOPIES, AND ONE (1) THUMB DRIVE OF THE COMPLETED SUBMITTAL PACKAGE** in a sealed package to the address listed above. The Project Name, RFP Number, and time and date of the RFP opening shall be clearly marked on the outside of the sealed envelope. Facsimile or electronic responses shall not be accepted.

Proposers may not withdraw their RFP for a period of one hundred twenty (120) calendar days after the day set for the closing of RFPs.

CAUTION: It is the proposer's responsibility to ensure that proposals are received in the Office of the City Clerk prior to the date and time specified above. Receipt of a proposal in any other City office does not satisfy this requirement and shall be rejected as non-responsive. **Meeting dates are subject to change according to the needs of the City.**

The City reserves the right to waive any informalities or irregularities, reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all PROPOSALS in whole or in part with or without cause; to re-advertise for proposals, to award in whole or in part to one or more Proposers, and to accept the proposal which best serves the City.

**TABLE OF CONTENTS**

<u>Section</u>	<u>Title</u>
1.	Notice of Request for Proposals
2.	Definitions
3.	Scope of Services
4.	Proposals
5.	Submittal Information-How, When, Where
6.	Term
7.	Inquiries
8.	Selection Procedure
9.	Rejection Criteria
10.	Waivers
11.	Evaluation Methodology
12.	Addenda
13.	Insurance
14.	Indemnification
15.	Prohibition on Contingency Fees
16.	Public Records
17.	Palm Beach County Inspector General
18.	Sub-Contracting/Minority Business Participation
19.	Local Preference
20.	Drug-Free Workplace
21.	Public Entity Crimes
22.	Anti-Collusion
23.	Conflict of Interest/Code of Ethics
24.	E-Verify
25.	Scrutinized Companies
26.	Disclosure and Disclaimer



27. **Protests**
28. **Contracting Prohibitions**
29. **No Oral Interpretations**
30. **Property of the City**
31. **Legal Requirements**
32. **Cone of Silence**
33. **Lobbying**
34. **Debarment**
35. **Sub-Consultants**
36. **Background Investigation**
37. **Best & Final Offer**
38. **Contract**
39. **Special Conditions**
40. **Submittal Package**
 - Tab #1 **Consultant Profile**
 - Tab #2 **Letter of Transmittal**
 - Tab#3 **Qualifications and Experience of the Firm and the Proposed Engagement Team**
 - Tab#4 **Transition Schedule (For New Proposer's Only; Incumbent Bank Do Not Address Tab4, Complete Tab 5)**
 - Tab#5 **Current Bank Contract Holder; Proposed Improvements / Enhancements**
 - Tab#6 **Financial Capacity**
 - Tab#7 **Required Executed Forms**
 - Attachment A Non-Collusion Affidavit**
 - Attachment B Public Entity Crime Statement**
 - Attachment C Drug Free Workplace form**
 - Attachment D Truth in Negotiations Affidavit**
 - Attachment E Conflict of Interest Form**
 - Attachment F Scrutinized Companies Certification Form**
 - Attachment G Certification Regarding Lobbying**
 - Attachment H Affidavit of Compliance With Foreign Entity Laws**
 - Attachment I Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower-Tier Covered Transactions**
 - Attachment J Proposer Certification and Signature Page**
 - Tab#8 **Overall Understanding and Methodology**
 - Tab#9 **Cost**
 - Tab#10 **Location**
 - Tab#11 **Additional Attachments**



SECTION 1-DEFINITIONS

1. **CONTRACT:** The written agreement for performance of the Scope of Work according to the terms and conditions established by the Request for Proposals/PROPOSALS and entered into between the City and the successful Proposer.
2. **CONTRACT ADMINISTRATOR:** The Staff member that is designated as the representative of the CITY concerning the contract documents.
3. **CONTRACTOR/CONSULTANT:** A separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
4. **CITY:** The City of Belle Glade, a political subdivision of the State of Florida, and its individual and collective departments, divisions, managers, staff, and facilities.
5. **EVALUATION/EVALUATION COMMITTEE):** City staff and/or outside consultants assigned to evaluate the submitted PROPOSALS per Commission policy.
6. **PRE-PROPOSAL CONFERENCE** A meeting held prior to the date of the proposal submittal, which disseminates to all proposers in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the requirements of the City.
7. **PROCUREMENT** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Purchasing Division pursuant to City and State Commission of Education requirements.
8. **PROPOSER:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this RFP Proposer shall mean the same thing as the BIDDER.
9. **“PROVIDER”, “BIDDER”, “CONTRACTOR”, OR “SUCCESSFUL PROPOSER” OR “CONSULTANT”:** The firm or individual receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
10. **PURCHASING DIVISION:** The Purchasing Division of the City of Belle Glade.
11. **PROPOSALS/PROPOSAL:** shall refer to any Offer(s) submitted in response to this Request for PROPOSALS.
12. **REQUEST FOR PROPOSAL, RFP”, OR PROPOSAL:** means a solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria which may include but may not be totally limited to price.

It includes all exhibits and attachments as approved by the City, and addenda or change orders issued by the Purchasing Division. In addition, these terms are used interchangeably in this Request for PROPOSALS while retaining the same meaning.

13. **RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** An individual or business which has submitted a bid, offer, proposal, PROPOSALS, quotation, or response, and which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.



RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT, RESPONDENT, CONTRACTOR means an individual or business that has submitted a bid, offer, proposal, quotation or response, that conforms in all material respects to the solicitation

14. SUBCONTRACTOR/ SUB-CONSULTANT: Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the successful proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the successful proposer.

15. WORK, SERVICES, PROGRAM, PROJECT, OR ENGAGEMENT: All matters that shall be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

16. RESPONDENT: An actual or potential supplier of goods and/or services interchangeable with the term bidder, Consultant, and/or contractor.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK



SECTION 3 - SCOPE OF SERVICES

1.0 PURPOSE

The City of Belle Glade, Florida, ("CITY") is requesting proposals from qualified financial institutions ("Bank"), for "**BANKING SERVICES**" as specified in this document. All PROPOSERS must be qualified public depositories as defined in Chapter 280, Florida Statutes and must be a member of, or have direct access to the services provided by, the Federal Reserve System. The PROPOSER must be able to provide commercial services within the City limits of the City of Belle Glade.

The intent of this Request for Proposals ("RFP") is to select one (1) or more Banks to provide banking services for the CITY. The banking services would require approximately one (1) demand, five (5) investment accounts and other banking capabilities as outlined in this RFP. It is also requested that the same specifications, terms and conditions be extended by the PROPOSER to all CITY internal accounts should they desire banking services based on any award resulting from this RFP.

2.0 BACKGROUND

The City of Belle Glade (the "City") is a municipality in Palm Beach County, Florida, serving a population of approximately seventeen thousand citizens, with an estimated annual operating budget of approximately twenty one million dollars (\$21,000,000). The City invites commercial banking institutions with home offices or branch facilities within the City of Belle Glade (the "Respondent"), who possess the capability and expertise to provide general banking services to the City, to submit proposals for the provision of those services according to the requirements outlined in this Request for Proposals ("RFP"). A detailed Scope of Services follows.

3.0 SCOPE OF BANKING SERVICES

3.1 SUMMARY OF BANK ACCOUNT REQUIREMENTS: The City currently has one (1) primary account and five (5) investment accounts. No warranty or guarantee is expressed or implied as to the types or quantities of services that may actually be required. The quantities and amounts stated in this RFP are based on historical data and are provided for size and cost comparison ONLY.

3.1.1 CITY-issued warrants shall be computer generated on a laser printer, and will bear the facsimile signature of the Mayor and Treasurer.

3.1.2 PRIMARY DISBURSEMENT ACCOUNT: The CITY issues respondent checks weekly and makes deposits daily. The Primary Disbursement Account is to be the main CITY banking account and the conduit for all funds flowing into and out of CITY accounts.

3.1.3 INTEREST EARNINGS: All interest earnings shall be computed in strict accordance with the rate to be specified in the banking contract. The PROPOSER is to indicate their rate offer in the Proposal Quotation Form. The CITY is requesting a deposit product as the sweep option and the basis or index should be specified. As rates move higher over the life of the contract, the basis for their rate and margin should be specified.

3.2 BANK STATEMENTS, DEPOSITS AND CANCELLED CHECKS: The requirements for bank statements are as follows:

3.2.1 The cut-off date for statement purposes, for all CITY accounts will be the last day of each calendar month. Statements must be received by the CITY within seven (7) banking days following the cut-off. The CITY also requires real time on-line banking capability, with the ability to generate interim statements as needed. PROPOSERS must indicate this capability in their response to this RFP.



- 3.2.2 PROPOSERS should indicate availability of online deposit-transaction detail, deposit and transaction detail (i.e.: images) and indicate any charges for proposed services.
- 3.2.3 Bank shall provide a records retention schedule. Please indicate how long the bank will retain transaction images in the bank's database.
- 3.3 WIRE TRANSFERS: The Bank will provide wire transfer services to the CITY with the following specific requirements:
- 3.3.1 Outgoing wire transfer orders must be accepted by the Bank (for same day transmittal) until 5:00 P.M. of the day the instructions are given unless a different date is indicated.
- 3.3.2 The Bank shall be liable for its failure to timely post incoming wire transfers or transmit outgoing wire transfers. The Bank shall pay the CITY for any loss of income or costs incurred.
- 3.3.3 The Bank shall follow-up on incoming and outgoing wire transfers if requested to the full extent of its authority.
- 3.3.4 The City receives various wire transfers throughout the month. The City will also disburse funds via repetitive wire transfers upon on-line requests of an authorized person, or non-repetitive wire transfers upon on-line request of an authorized person and confirmation by a second authorized person.
- 3.3.5 The City desires to enter into a Wire Transfer agreement with the awarded Bank for all incoming and outgoing wire transfers. The Bank is requested to provide a copy of its Wire Transfer agreement with its Proposal attached to Tab#11. Said agreement must take into consideration the provisions of UCC Article 4A.
- 3.4 STOP PAYMENTS: All stop payment orders ("ORDERS") and confirmations of orders will be made through on-line banking capability. Orders will take effect immediately. If on-line capability is temporarily unavailable, telephone orders will be acceptable with a written confirmation. When orders are placed by the CITY, the bank will immediately inform the CITY if the check has been cashed. If cashed, the bank will immediately provide the CITY a copy of the paid check. Subsequent cancellation of an order will be processed in the same way as the stop payment order. All checks paid by the bank after the above procedure has been adhered to will be the responsibility of the bank.
- 3.5 STALE-DATED CHECKS: Checks will be considered stale-dated after 3 months from the check date. The bank will be responsible for unauthorized payment of stale-dated checks.
- 3.6 OVERDRAFTS: It is not the intention of the CITY to overdraw any account. In the event of an overdraft, all checks presented for payment shall be paid. The bank is to notify the CITY immediately if an overdraft situation occurs. The bank is to indicate if it will or will not charge for overdrafts in the Proposal Quotation Form.
- 3.7 AVAILABILITY OF FUNDS: The following are requirements pertaining to the CITY'S availability of funds:
- The PROPOSER shall furnish the CITY with its time schedule for the clearing of deposits. The PROPOSER shall indicate whether it adheres to the Federal Reserve Clearing Schedule. If not, please provide a copy of the PROPOSER'S clearing schedule with the response to this RFP.
- 3.8 ACCOUNT ANALYSIS: An analysis showing the combined activity in CITY accounts for the calendar month shall be mailed to the CITY within seven (7) banking days after the close of each calendar month. The analysis is to contain the name of the accounts, account numbers, the date of preparation, the period covered, the average Bank ledger balance using full calendar days each month, the average uncollected balance and the average collected balance.



The analysis shall itemize the services provided, the items and volume processed, unit charges, extended totals and the total of all charges. Titles such as "OTHER" or "MISCELLANEOUS" are not to be used in the analysis and will not be accepted by the CITY since they do not adequately identify the services provided.

In addition, account analysis as stated above shall be available to CITY staff online.

3.9 **BANK SUPPLIES**: The bank will propose its charge to provide deposit tickets, moneybags for normal deposits, locked moneybags for night deposits and any other proposed supplies. The CITY reserves the option of purchasing supplies from another respondent should it so desire.

3.10 **ALTERNATE SERVICES**: In the rare event, that the CITY should receive donated securities, PROPOSERS will be asked to handle the liquidation of such investments only upon the specific instructions of an authorized representative of the CITY.

3.10.1 The interest rate quoted shall be expressed as a percentage of the following stated indices: the Prime Rate and the LIBOR Rate. The Wall Street Journal shall be the source used to determine the current rate based upon the index listed in the banking agreement, specifically the rate printed on the Monday of the week preceding the date of the advance. The rate established shall remain fixed for the period of the Note. Interest shall accrue daily based on a 360 day year for the actual number of days elapsed. Accrued interest shall be payable monthly on the first business day.

3.10.2 The note may be prepared as funds securing the note are collected and shall be repaid in all events by the last business day in May. Each payment shall be applied first to interest to the extent accrued and then to principal, with each payment of principal applied to outstanding advances in the chronological order of advances. The CITY may prepay all or any part of the note at any time without penalty. Also, any principal prepayments may be re-advanced prior to the maturity date, as long as the total of all advances does not exceed the legally determined amount.

3.10.3 The note shall be prepared by the CITY'S Bond Counsel. Fees for this service only shall be paid by the CITY, unless otherwise negotiated.

3.10.4 PROPOSER must state in the response to this RFP, the amount of fees, if any that will be charged on the un-drawn funds from the line of credit.

3.10.5 Notwithstanding this does not preclude the CITY from seeking competitive bids for other financing.

3.11 Investment Services/Overnight Investment Sweep:

3.11.1 The CITY may seek to invest excess collected balances in all bank accounts using an overnight investment product that qualifies under Chapter 218.415 of Florida Statutes. Please provide a brief explanation of how your overnight investment sweep would work, including all charges and a two-year history of the earnings rate. Such funds shall not be subject to reduction for Federal Reserve requirement or subject to FDIC charges. Please compare your returns to other common overnight investment rates and supply information that supports compliance with Florida Statutes. The proposal should itemize any administrative fees, management fees, etc., that are applicable to this investment sweep. Banks offering mutual funds shall be rated AAA and only treasury and agency securities will be acceptable. Please explain your product in detail and provide supporting documentation.

3.11.2 An investment activity report for the overnight sweep shall be furnished to the CITY within seven days following the end of each calendar month. The report will provide all daily activity for the account. The CITY requests electronic transmission of this report in user friendly format. The CITY reserves the right to request interim investment reports and/or change the analysis period as needed.

3.11.3 The CITY reserves the right to establish and overnight investment fund with an independent money manager if desired. The CITY also reserves the right to discontinue this product at its sole discretion.



3.11.4 All securities held as collateral for the CITY's investments shall be segregated and registered in the name of the City of Belle Glade, Florida, with no exceptions. Evidence of ownership by the CITY will be required.

3.12 OTHER REQUIREMENTS:

3.12.1 PAYMENT FOR SERVICES: There shall be no automatic debiting of the CITY'S accounts for service charges. If charges exceed the interest earned, an invoice will be submitted to the CITY for payment through its normal payables process.

3.12.2 DESIGNATED BANK CONTACT PERSONNEL: The PROPOSER shall designate an account executive (and an alternate) who shall serve as the overall representative to the CITY for total banking services.

The PROPOSER will provide a brief summary of the account executive's professional experience. Such information shall be updated if the account executive is changed.

3.12.3 DESIGNATION OF SPECIFIC CITY PERSONNEL: Notwithstanding provision elsewhere, the CITY will identify to the selected bank the names and signatures, where applicable, of persons who are authorized to provide instructions for wire transfers, intra-bank transfers, and other services. The CITY must be notified prior to the research of an item if a service charge is to be incurred, and if so, the estimated time involved. Authorized personnel will then determine if the research is justified and notify the bank as to the decision. The bank shall perform research upon notification by authorized personnel only.

3.12.4 WRITTEN CONTRACT AND DURATION: The term of the contract for "Banking Services" shall be Five (5) years with one (1) five (5) year renewal according to the same terms, conditions, price, (any price revision to be based upon a mutually negotiated fee schedule), with the estimated start date in summer, 2024 per paragraph 6.2, Contract Period. The Contract shall contain specific provisions that will fix all prices, rate determinations, time schedules and services for the term of the contract. The bank shall have the right to review and approve the contract prior to its presentation to the City Commission for approval.

3.12.5 TERMINATION: The CITY may terminate the contract at any time by giving written notice to a representative of the bank at least thirty (30) days prior to the effective date of termination. The bank may terminate the contract at any time by giving written notice to the CITY Manager or her designee at least three (3) months prior to the effective date of termination. The terminating bank shall be prohibited from submitting subsequent banking services proposals for a time period equal to but not to exceed the full term of the original contract.

3.12.7 PROCUREMENT CARD (P-CARD SERVICES) P-Card services are not a part of this RFP.

3.12.8 CERTIFICATIONS: PROPOSER must include proof (include as part of the Submittal Section, Tab#11) that they are certified as a State of Florida Approved Public Depository pursuant to Chapter 280, F.S.

3.12.9 MOST FAVORED CUSTOMER: State whether, or not your firm is willing to provide the City price protection during the term of the contract. Specifically, subsequent to the origination of the contract with the City, if your institution enters into a contract or submits a written proposal to another Florida public entity of comparable size and deposit profile that would have resulted in a lower cost of services to the City, had they been offered the same level of pricing, state your willingness to provide that lower level of pricing to the City.

3.12.10 NON-EXCLUSIVE: The City reserves the right to establish additional accounts in other banks, or provide for additional services from other banks, if the City so deems necessary. If the City elects to exercise this right, the contract covered by this Proposal shall remain in effect as regards all terms, agreements and conditions without penalty or diminution of ongoing banking services as contained therein and previously provided by the successful bank in this proposal.



Failure to provide proof of certification as stated in section 3.12.8 shall result in the rejection of the RFP as non-responsive

3.13 OTHER SERVICES

3.13.1 Five (5) Investment Accounts (with one (1) deposit monthly to each).

3.13.2 Availability of Funds: City deposits are made periodically during the business day (9:00 a.m. to 2:00 p.m. or later depending on the bank) to a designated cashier or location mutually agreed on by the City and the selected Respondent. If a Respondent has adopted an earlier or later cutoff time than 2:00 p.m., then please note this exception in your proposal. Deposits shall be made to the main bank or to any of its branches by City personnel.

3.13.2.1 The selected Respondent shall agree to credit the City's Central Operating Account for selected items according to the following schedule:

3.13.2.2 Incoming Wire Transfers - same day credit if received prior to the close of the bank's wire transfer operations room. See Section below on Wire Transfers.

3.13.2.3 Bagged items will be credited on the day of deposit. Corrections to the deposit ticket can be made at later time when the bag is counted by bank personnel.

3.13.2.4 All other checks will be based on the selected Respondent's "availability schedule". Respondents are required to attach a copy of their current "availability schedule" to the proposal. The selected Respondent shall agree to notify the City, in writing, of any changes to the schedule. City reserves the right to periodically audit the selected Respondent's bank's compliance with the existing "availability schedule".

3.13.3 Computer Based Connection: The selected Respondent will be required to provide an internet based connection for the City's Finance Department, by 9:00 a.m. (EST) of the following:

3.13.3.1 Daily-Balance Information: The selected Respondent will be required to provide the following information:

3.13.3.2 Ledger balance;

3.13.3.3 Available (or collected) balance;

3.13.3.4 Summary of debit and credit postings;

3.13.3.5 Details of incoming and outgoing wire transfers and ACH postings to the Central Operating Account (as applicable); and,

3.13.3.6 Details of incoming and outgoing wire transfers and ACH postings to ALL accounts.

3.13.4 Wire Transfer Capabilities: The City's Finance Department will use the internet connection to initiate and monitor wire transfers.

3.13.5 ACH Credits and Pre-Authorized Debits: The City's Finance Department will initiate ACH transactions for various activities and will monitor incoming debits and outgoing credits.

3.13.6 Initiate any stop payments on checks that have been issued. All stop payments to take place immediately upon notice by the City.

3.13.7 The selected Respondent will be requested to provide a detail listing, by fax, mail or preferably electronic medium of all ACH Credits and Debits.

3.13.8 The selected Respondent will be requested to provide the software (as appropriate), manuals and specialized training to access and utilize this internet connection.

3.13.9 Disaster Preparedness Availability: In the event of a natural disaster or other disaster, the selected Respondent should have in effect a plan to accommodate the City with funds. In the event of such disaster, the selected Respondent must maintain off site records.



- 3.13.10 Wire Transfers: Regarding incoming Wire Transfers, the City intends to carefully monitor the time of receipt for all wire transfers. Continued delay in receipt of wire transfers for which the selected Respondent is at fault may constitute sufficient cause for termination of the resulting banking service contract. Regarding outgoing Wire Transfers, the selected Respondent agrees to make timely execution (within two hours) of any orders for outgoing wire transfers.
- 3.13.11 Positive Pay Services: The City may wish to implement additional fraud protection over the City's checks, by the selected Respondent providing positive pay service with a "no-pay default" option. The City may negotiate a positive pay services agreement. The City currently receives positive pay services.
- 3.13.12 Statement and Advice Frequency: Monthly bank statements will be for the full calendar month and will be delivered to the City's Finance Department within seven (7) business days after the end of the month.
- 3.13.13 A Monthly Service Charge Report/Account Analysis for a particular month will be completed and faxed, emailed, or delivered to the Finance Department within seven (7) business days after the end of the month.
- 3.13.14 Designated Account Executive: The City requests that the Respondents provide the name of a designated account executive, as well as an alternate. The designated account executives must have the authority to make timely decisions in the normal course of business on their own without having to refer to other people within the bank.
- 3.13.15 All returned checks due to insufficient funds will be returned to the City.
- 3.13.16 The City intends to pay for all services specified within this RFP. Other services, which the Respondents customarily provide at no cost, shall also be included. All supplies and services needed to deliver the requested services must be priced and included in the Proposal submitted.
- 3.13.17 At no time will any charges be applied against any of the accounts established through this Request for Proposal. All charges will be paid through a compensating balance or by direct fee, at the option of the City. Should the City desire to add services not contemplated in this RFP, those charges will be covered by the compensating balance or by the direct fee at the option of the City.
- 3.13.18 All debit and credit memos required to adjust errors caused by the selected Respondent will not be charged to the City.
- 3.13.19 The selected Respondent shall provide MICR check specifications to the check printer, if requested.
- 3.13.20 The selected Respondent shall respond to all inquiries and to make all necessary corrections of errors within 72 hours.
- 3.13.21 If a Respondent charges for the FDIC assessment fee, then that will be considered an exception and must be specifically noted in the proposal.
- 3.13.22 Notification on cash deposit of the time of verification by the bank.
- 3.13.23 Notification on check deposit of the time of verification by the bank.
- 3.13.24 Changes to deposits by the selected Respondent's personnel will be accompanied by a copy of the check and check tape.
- 3.13.25 For incoming ACH transactions, the selected Respondent will be requested to provide a fax of additional information accompanying the ACH to assist the City in determining the source and reason for the transfer, if the City deems necessary.



- 3.13.26 The selected Respondent will prepare on a monthly basis a billing for services rendered. Total service charges will be calculated based on the actual number of transactions for a month multiplied by the fixed charge per item.
- 3.13.27 It is the intention of the City that all per item charges remain fixed over the life of the initial contract (exact term to be determined by the City). However, the City recognizes that an adjustment in a per item charge may be necessary based on price changes by the Federal Reserve System. Adjustments in per item charges will only be allowed by complying with the following conditions:
- 3.13.28 The per-item charge (or portion thereof) will change only for corresponding adjustments in the Federal Reserve System's Fee Schedules, on or after the effective date of the adjustments.
- 3.13.29 Changes in the Federal Reserve Fee Schedules must be final, and not proposed.
- 3.13.30 The selected Respondent will provide the City a copy of the Federal Reserve System's notification supporting the adjustment, with the monthly Service Charge Report".

END OF SCOPE OF SERVICES

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK



SECTION 4 – PROPOSALS

The City of Belle Glade (hereinafter referred to as the City), is accepting submittals from qualified firms or individuals to provide services per the scope of work. Since the CITY must make a determination of a Consultant's proposals prior to their employment, the proposals package of this Request for Proposals shall be used by the City to make this determination. Additionally, evaluation points shall be assigned to information contained in the package to aid in reducing the total number of submittals to a short-list of firms. Short-listed firms may be invited to make presentations and / or be interviewed for final evaluation.

Proposal submittals shall be considered from qualified firms or individuals whose experience includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

SECTION 5 – SUBMITTAL INFORMATION: HOW, WHEN & WHERE

5.1 Proposal packages shall be submitted in a sealed envelope [labeled with the Proposer's name, contact information, and the Request for Proposal (RFP) Number]. The original and each copy shall be identified as follows: RFP Number, RFP Name, Due Date/Time.

5.2 All responses to the, RFP must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. One (1) bound one-sided original, FIFTEEN (15) bound copies (a total of sixteen (16) sets) and one (1) thumb drive of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.

5.3 All sealed proposals must be received and time stamped in the Purchasing Office, either by mail or hand delivery, **on or before the date and time referenced above**. Any proposals received **after** the due date and time shall be rejected as non-responsive. The official time shall be measured by the time stamp in the Purchasing Division. All packages must be clearly marked with the RFP number, time and date of opening.

5.4 Responses to the RFP must be signed in ink by an authorized officer of the proposing firm, who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of proposals by the Proposer will be considered by the City as constituting an Offer by the Proposer to perform the required services.

5.5 Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All Submittals should be prepared to provide a straightforward and concise description of the respondents' proposals and ability to meet the RFP requirements.

5.6 Failure to respond to all of the questions in the RFP package may result in the submittal being considered non-responsive. In order for the City to make a determination of proposals, a complete package must be submitted.

5.7 If you propose to joint venture or use outside professional services for any of the project requirements all such information must be included in the Submittal Package. Do not have individual "team" firms send in their own submittals.

5.8 All firms must be clearly identified in your submittal, and their ability to perform assigned responsibilities must be demonstrated.

SECTION 6 - TERM OF CONTRACT:

6.1 The City anticipates awarding a single contract for basic services for this engagement, but reserves the right to award additional agreements for services not provided by the proposer or specialty services which may or may not be in place at the time of this RFP. The awarded consultant is required to enter into an Agreement within



ten (10) days of its receipt of the final negotiated draft of the Agreement from the City. The Agreement will incorporate this RFP, the Consultant's proposal (or sections thereof) and the terms and conditions negotiated by the parties.

6.2 The term of the agreement will be five (5) years with one five (5) year renewal based upon the identical terms, conditions and pricing unless otherwise negotiated by the parties.

6.3 The Agreement will contain performance based criteria and milestone timelines for deliverable items.

SECTION 7 – INQUIRIES

7.1 Inquiries concerning Proposal Submittals should be made in writing via email (preferred, with attachments using Word software) and directed as follows:

City of Belle Glade Purchasing Division
Attn: Purchasing Manager
110 Dr. Martin Luther King Jr. Blvd W.
Belle Glade FL, 33430-3900
nappel@belleglade-fl.com

7.2 CONTACT WITH THE CITY'S ELECTED OFFICIALS OR CITY PERSONNEL OTHER THAN THE PURCHASING DIVISION CONTACT REGARDING THIS REQUEST FOR PROPOSALS SHALL BE GROUNDS FOR DISQUALIFICATION AND ELIMINATION FROM THE SELECTION PROCESS.

SECTION 8 - SELECTION PROCEDURE

8.1 The Selection Scoring Procedure is a two (2) step process.

STEP 1

The evaluation committee (herein after called EC) will be responsible for evaluating and assigning scores to each proposer's response based on the specific evaluation criteria established for the proposal. Based on the number of proposals received, the Evaluation Committee shall assign an initial score with the intent of short-listing proposers who may be asked to provide an oral presentation to the Committee.

The EC may also, at its sole discretion, request additional or clarifying information (through the Purchasing Manager) from any responder. The EC may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such Proposals may be evaluated without presentations and interviews. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.

STEP 2

Shortlisted firms that the EC has scored may be invited to appear in front of the EC and/ or City Commission for oral presentations and/ or discussions on its proposals and methodology. If interviews are required, only those shortlisted firms that have been scored and ranked higher will be invited to present and be interviewed. Therefore not all shortlisted firms will be invited to present and be interviewed.

Proposer understands that if a team is short listed and selected to be interviewed and /or to make oral presentations to the EC and/or the Commission, only the team members evaluated in the



written submissions may present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.

Negotiations shall begin as follows:

A tentative contract using the City's form shall be negotiated with the most qualified firm for professional services at compensation which the City Commission's designee(s) determine(s) is fair, competitive, and reasonable. In making such determination, the City Commission's designee(s) shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. The successful respondent shall execute a Truth In Negotiation the City Commission shall require the firm receiving the award to execute a **Truth-In-Negotiation Certificate** (form attached) stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The resulting contract shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City Commission determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

For project specific RFP's, the EC reserves the right to negotiate an agreement individually based upon ranking to reach an agreement; for continuing services type agreements, the EC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award. The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission.

8.2 The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City reserves the right not to award some or all of the services contemplated herein. The City also reserves the right to reject any and all proposal packages. With all factors considered, awards will be made to respondent(s) whose proposals are deemed, in the sole discretion of the City, to best serve the public interest of the City which may not be the lowest priced respondent.

8.3 The Submittal Package (or sections thereof) of the successful respondent(s) shall be incorporated in any Contract that ensues.

8.4 Any contract(s) resulting from this RFP shall be governed by the laws of the State of Florida. The selected consultant(s) will also be required to comply with all applicable laws, ordinances, rules, regulations and contract provisions.

8.5 The City reserves the right to retain proposals and use ideas from them.

SECTION 9- REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

9.1 All questions, instructions, and forms in the Proposal package have not been properly completed so as to not be able to render an evaluation.

9.2 The RFP response is found to have concealed or contained false and/or misleading information.

9.3 The City did not receive the RFP package prior to the submittal deadline.

9.4 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**

9.5 The Proposal package signature page is not properly executed.



9.6 Substitution of (SF) 330/255/254 (or similar form) or resumes for Tab #3, Key Personnel/Engagement Team, and Tab#5, Capabilities/ Specific Related Experience of the Firm.

9.7 Submitting a Compilation Financial Statement if a financial statement is required.

9.8 The proposer does not have a full service branch located within the City.

9.9 Proof is not included that the bank is certified as a State of Florida Approved Public Depository pursuant to Chapter 280, F.S.

SECTION 10 - WAIVERS

The City in its sole discretion, reserves the right to reject any and all proposals, accept any Proposal packages or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

SECTION 11 - EVALUATION METHODOLOGY

11.1 The City reserves the right to contact any of the firms listed in this RFP (e.g., listed in past performance, etc.) or to call any entity to check past performance whether listed in the submittal or not.

11.2 The City Evaluation Committee (EC) shall be comprised of staff and additional consultants if necessary. This committee shall evaluate the proposals, rank the firms, and may recommend the top ranked firms for oral presentations/ interviews.

11.3 The Proposals shall be evaluated as follows:

Criteria	Max Points
Qualifications and Experience of the Firm and the Proposed Engagement Team	20
Transition Schedule (For New Proposer's Only; Incumbent Bank Do Not Address Tab#4, Complete Tab#5)	15
Financial Capacity	20
Overall Understanding and Methodology	20
Cost	20
References	5
Responsiveness	Point Deduct
MAXIMUM POINTS	100 POINTS

11.4 To obtain the best possible score it is important that the Project Team Staffing Experience and Related Experience of the Firm portions of the Package specifically address the advertised major area/classes of work, and any special requirements that may be listed. Do not submit resumes in lieu of completing these portions of the RFP.

11.5 DISCUSSIONS & PRESENTATIONS

11.5.1 Short-listed Proposers may be requested to make presentations to the Committee. The City may require additional information after evaluating the submittals, and Proposers agree to furnish such information upon the City's request.

11.5.2 All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.



11.5.3 After presentations, if so requested, firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for an award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of Belle Glade.

11.5.4 The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, City may terminate such negotiations and begin negotiations with the next highest-ranked Proposer. No Proposer shall have any rights against the City arising from such negotiations.

SECTION 12 - ADDENDA

12.1 If revisions become necessary, the City will provide written addenda through the City website at least five working days prior to the opening date. It is the sole responsibility of the proposer to ensure it is received.

12.2 If addenda are issued, please acknowledge under Section 1.12 that you have received any addenda.

SECTION 13 - INSURANCE

The Consultant shall procure and maintain during the life of this Agreement insurance of the types and subject to the limits set forth below. The Consultant shall also provide the City with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the City's approval for adequacy. The City shall be an Additional Insured on policies of Commercial General Liability, and Commercial Auto Liability with respect to all claims arising out of the work performed under this Agreement. The City shall be given thirty (30) days prior written notice of any material changes or cancellations of the policies. If sub-contractors are used by the Consultant, it shall be the responsibility of the Consultant to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

13.1 WORKERS' COMPENSATION

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at \$500,000.00 per occurrence.

13.2 COMMERCIAL GENERAL LIABILITY

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single limit of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

13.3 COMMERCIAL AUTO LIABILITY

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of \$1,000,000.00 combined single limit.

13.4 BANKERS PROFESSIONAL LIABILITY

Bankers Professional Liability which covers the mismanagement of funds. If funds are mismanaged, losses to the bank's customers could result. Bankers Professional Liability (on a claims made basis) would cover losses



resulting from wrongful acts in rendering or failure to render professional services or breach of fiduciary duty for depository services, brokerage services (purchase or sale of securities/mutual funds/annuities etc.) and miscellaneous consumer banking services including wire transfer services, credit card administration and sale of travelers checks/money orders.

Policy Minimum Limit-\$5,000,000

13.5 FINANCIAL INSTITUTION BOND

To cover the loss of money, and securities, the bank's premises or while in transit. The Bond should cover employee dishonesty, forgery or alteration, burglary, robbery (on premises and in transit), and include riders for counterfeit money, automatic teller machines, money order issuers, safe deposit box, securities, servicing contractors, stop payment, transit cash letter, unauthorized signature, wire and funds transfer fraud, electronic/computer systems fraud.

Policy Minimum Limit-\$5,000,000

13.6 INTERNET BANKING LIABILITY

To cover losses arising from errors and omissions or breach of duty in connection with internet banking services including invasion of privacy, libel/slander/defamation, loss or damage to electronic data of customer, denial or interruption of service to a customer, loss of business opportunity, unauthorized access to customer account, copyright or trademark infringement.

Policy Minimum Limit-\$5,000,000

13.7 OTHER INSURANCE PROVISIONS

The General Liability and Auto Liability policies shall contain or be endorsed to contain, the following provisions:

The City, its Officers, Officials, Employees, Agents, and Volunteers are to be covered as additional insured's for any and all liability arising out of the Consultant's performance of this Agreement, or out of automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on scope of protection offered to the City, its Officers, Officials, Employees, Agents and Volunteers.

The Consultant's insurance coverage shall be primary insurance as respects the City, its Officers, Officials, Employees, Agents and Volunteers for Consultant's activities. Any insurance or self-insurance maintained by the City, its Officers, Officials, Employees, Agents, or Volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City, its Officers, Officials, Employees, Agents, or Volunteers.

The Consultant's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of insurer's liability.

SECTION 14 - INDEMNIFICATION

In any resulting contract The Consultant agrees to indemnify, defend and hold the City, its Commissioners officers, employees, agents and representatives harmless from any and all liability on account of any injuries, damages, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing including, court costs and attorney's fees, at all levels of trial and appeal as a result of negligence, misconduct omission or action on the part of the Consultant or any officer, director, employee, agent, independent contractor subcontractor and /or representative of the Consultant which arises out of or is related to the resulting agreement in the performance of this Agreement. The Consultant will also acknowledge that the payments that the payments made under this Agreement include specific consideration for the indemnification herein therein.



The successful Consultant, without exemption, shall agree in the resulting contract to indemnify and hold harmless, the CITY, its Commissioners, officers, employees, agents and representatives from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Consultant. Further, if such a claim is made, or is pending, the Consultant may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the Consultant and receive reimbursement. If the Consultant used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

In addition to the successful Consultant's obligation to indemnify and hold the City, its Commissioners, officers, employees, agents and representatives harmless, the Bank shall also defend, with counsel approved by the City, the City, its Commissioners, officers, employees, agents, and representatives, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that a person other than the Consultant is responsible for the claim does not relieve the Consultant from its separate and distinct obligation to defend. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused solely by the negligence or willful misconduct of an indemnified party, the Consultant may submit a claim to the City for reimbursement of reasonable attorney's fees and defense costs in proportion to the established comparative liability of the indemnified party.

Nothing contained in this provision or in any other resulting agreement provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver and limits provided in Section 768.28, Florida Statutes, as amended from time to time. The limitations and provisions set forth in Section 768.28 shall be deemed to apply to the resulting agreement to claims or actions arising in tort and/or contract.

SECTION 15 - PROHIBITION ON CONTINGENCY FEES.

The resulting contract with the selected proposer shall contain the following prohibition against contingent fees:

Proposer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 16 – PUBLIC RECORDS:

Upon receipt, all proposals and information submitted with each proposal become "public record", property of the City and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). In order to possibly be exempt from disclosure, offerors must invoke the specific exemptions to disclosure provided by law in their proposal by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFP and/or any resulting contract from it. Disqualification of an offeror does not eliminate this right. In accordance with section 119.0701, Fla. Stat. any resulting contract shall include a provision that requires the contractor, if applicable, to comply with public records laws, specifically to:

- 16.1 Keep and maintain public records that would be required by the City in order to perform the service.



16.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

16.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

16.4 Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.5 The contract shall also provide that if a contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS IN THE OFFICE OF THE CITY CLERK AT 561-992-2218, OR E-MAIL JFIGUEROA@BELLEGLADE-FL.COM, OR 110 DR. MARTIN LUTHER KING JR. BLVD WEST, BELLE GLADE FL, 33430.

16.6 INFORMATION REQUESTS AFTER DUE DATE

Pursuant to subsection 119.07(1)(b)2, Florida Statutes, sealed bids, proposals and replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), Florida Statutes and Section 24(a) Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision or until 30 days after bid/proposal/reply opening, whichever is earlier

SECTION 17 - PALM BEACH COUNTY INSPECTOR GENERAL:

In accordance with Palm Beach County ordinance number 2011-009, proposals submitted, and contracts negotiated pursuant to this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. Prospective offerors should review Palm Beach County ordinance number 2011-009 in order to be aware of their rights and/or obligations under such ordinance.

SECTION 18 - SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION:

The CITY strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint ventures, prime proposers, and sub-proposers in contracting opportunities.

SECTION 19 – LOCAL PREFERENCE:

There is no local preference application for this solicitation.

SECTION 20 – DRUG-FREE WORKPLACE

In accordance with section 287.087, Florida Statutes, preference shall be given to proposers with drug-free workplace programs. Whenever two (2) or more Proposals, which are equal with respect to price, quality and service, are received by the City for the procurement of commodities of contractual services, a Proposal received



from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to receive such preference, the Proposer shall complete and submit with its Proposal the certification attached hereto as **Attachment C "Drug-Free Workplace Form"**.

SECTION 21 – PUBLIC ENTITY CRIMES

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted respondent list following a conviction for a public entity crime may not submit a proposal, or reply on a contract to provide any goods and/or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted respondent list. The Proposer shall complete and submit with its Proposal **Attachment B "Public Entity Crime Statement"**.

SECTION 22 – ANTI-COLLUSION

The Proposer certifies, through the submittal of its Proposals/Proposal, that this Proposals/Proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a proposals/proposal for the same services, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services. If there is reason to believe that a violation of this provision exists, the City may reject proposals, terminate the resulting contract and/or prohibit the violator from bidding on future City projects. The Proposer shall complete and submit with its Proposal **Attachment A "Non-Collusion Affidavit"**.

SECTION 23 –CONFLICT OF INTEREST/CODE OF ETHICS

This RFP is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Firms are highly encouraged to review these Codes in order to ensure compliance with the same. If any proposer violates or is a party to a violation of an applicable Code of Ethics, such proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is submitted and may be further disqualified from bidding on any future RFPs (or other procurement requests and invitations) for work or for goods or services for the City.

The award of a contract under this RFP is subject to any and all applicable conflict of interest provisions found in Florida Statutes. The Proposer shall complete and submit with its Proposal **Attachment D "Conflict of Interest Form"** attached hereto.

SECTION 24 – E-VERIFY

If awarded a contract, pursuant to Section 448.095(5), Florida Statutes, beginning on January 1, 2021, the respondent shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;



5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
6. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the respondent may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

SECTION 25 – SCRUTINIZED COMPANIES

24.1 Proposer submitting a response must certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate a resulting contract at its sole option if the Proposer or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the contract.

24.2 If the contract that may result from this RFP is for one million dollars or more, the Proposer must certify that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate a resulting contract at its sole option if the Proposer, or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of resulting contract.

24.3 The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the contract.

24.4 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

24.5 The Proposer shall complete and submit with its Proposal **Attachment F “Scrutinized Companies Certification Form”** attached hereto.

SECTION 26 – DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of responding firms. It is the responsibility of a firm to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each firm's own risk. Firms should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no firm or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposals conforming to these requirements will be selected for consideration, negotiation or approval.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the firm submitting such proposals.

SECTION 27 – PROTESTS

Protests shall be handled in accordance with protest procedures set forth in the City's Purchasing Code, section 2-431 of the Code of Ordinances. Venue for any dispute regarding this RFP shall be in Palm Beach County,



Florida.

SECTION 28 CONTRACTING PROHIBITIONS

Pursuant to section 287.05701, Florida Statutes (2023), the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the City may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

SECTION 29 – NO ORAL INTERPRETATIONS

No Person is authorized to give oral interpretations of, or make oral changes to, this RFP. Therefore, oral statements about the RFP by the City's representatives will not be binding on the City and should not be relied upon by a firm. Any interpretation of, or change to, this RFP will be made in the form of a written addendum to the RFP. Any addendum to this RFP will be posted on the City's website. A firm can only rely upon those interpretations of, or changes to this RFP that are issued by the City in an addendum. By submitting proposals, a firm certifies that its submitted proposals are made without reliance on any oral representation by the City, its agents, or employees.

SECTION 30 – PROPERTY OF THE CITY

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposals does not affect this right.

SECTION 31 – LEGAL REQUIREMENTS

Each firm must comply with all federal, state, and local laws, ordinances, policies, rules and regulations that are applicable to this RFP and the work to be performed under the Agreement. These legal requirements include, but are not limited to, the City's Purchasing Code and applicable policies, and any and all requirements set forth in all applicable grants (including any amendments) or required thereunder. The successful firms agree to be bound by the terms of the applicable grants, and all applicable local, state and federal laws and regulations. A firm's lack of knowledge about the applicable laws or grants shall not be grounds for relief from such laws or constitute a defense against the enforcement of such laws.

By submitting proposals in response to this RFP, the firm represents that it is familiar with all federal, state, and local laws, ordinances, policies, rules and regulations, and grant requirements that are applicable to the services required under this RFP. If a firm discovers any provision in this RFP that is contrary to or inconsistent with any law, ordinance, rule, regulation, or grant provision, the firm shall promptly report it to the Purchasing Manager.

SECTION 32 – CONE OF SILENCE

A cone of silence is hereby imposed and made applicable to this RFP. "Cone of Silence" means a prohibition on any non-written communication regarding this RFP between any firm or firm's representative and any City employee. The Cone of Silence is in effect as of the submittal advertising.

The provisions of this Cone of Silence **shall not** apply to communications with the Purchasing Division, oral communications at any public proceeding, discussions or oral presentations before the City Manager/Evaluation Committee, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the City Commission awards or approves a contract, rejects all proposals or otherwise takes action which ends the solicitation process. A firm's representative shall include but not be limited to the firm's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the firm.



SECTION 33 – LOBBYING

By submitting Professional Proposals, each respondent certifies that to the best of his or her knowledge and belief:

33.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the firm, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

33.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement, the firm shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

The firm shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under any applicable grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

33.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

33.4 Pursuant to section 216.347, Florida Statutes, and any other applicable law, rule, regulation, or grant requirement, no state appropriated grant or aid funds shall be expended by the firm for lobbying purposes, including the lobbying of the legislature, the judicial branch, or a state agency.

33.5 No local funds of any kind shall be expended by the firm for lobbying purposes. During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City. Contact should only be made with the Purchasing Department for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts, or gratuities by a submitting respondent, its officer, agent, or employee, shall be within the purview of this prohibition and shall result in the immediate disqualification of that respondent from further consideration

33.6 If the firm is unable to certify to any of the statements in this certification, such firm shall attach an explanation to its proposals. Any such explanation or a violation of this requirement may cause the firm to be disqualified and prohibited from participating further in the RFP process. The Firm shall complete the Certification regarding Lobbying attached hereto as Attachment G (and incorporated herein).

SECTION 34 – DEBARMENT

By submitting Proposals, each firm, on behalf of it and its principals, certifies that to the best of its knowledge and belief, that it and its principals:

34.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board.

34.2 Have not within a three-year period preceding this proposals been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation



of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

34.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in subparagraph ii of this section.

34.4 Have not within a three-year period preceding this proposals had one or more public transactions (Federal, State or local) terminated for cause or default.

34.5 If the firm is unable to certify to any of the statements in this certification, such firm shall attach an explanation to its proposals. Any such explanation or a violation of this requirement may cause the firm to be disqualified and prohibited from participating further in the RFP process. The Firm shall complete the Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion attached hereto as Attachment J (and incorporated herein).

SECTION 35 – SUB-CONSULTANTS

The City reserves the right to pre-approve all sub-consultants, if any, for any services performed under a resulting contract.

SECTION 36 BACKGROUND INVESTIGATION

As a part of the Response evaluation process, the City reserves the right to conduct a background investigation including a criminal record check of Responding firm's officers and/or employees, by the Palm Beach County Sheriff's Office or other law enforcement agency with jurisdiction. Responding firm's submission of a Response constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Responding firm's qualifications.

SECTION 37 - BEST & FINAL OFFER

The City reserves the right to request Best and Final Offers from any or all Proposers when the City determines that information received during the evaluation process warrants additional clarification.

SECTION 38 CONTRACT

The City may attach as a part of this solicitation, a Sample Contract document. Proposers shall be responsible for complying with all of the terms and conditions of the Sample Contract document if included herein, except where variant or conflicting language may be included in any Special Conditions or Special provisions contained herein. Proposers shall note any deviation or variance with the Sample Contract document at the time of RFP submission.

SECTION 39 - SPECIAL CONDITIONS

There are no special conditions in this RFP.



SECTION 40 - SUBMITTAL PACKAGE

SUBMITTAL FORM COVER PAGE CHECKLIST; THIS SHOULD BE THE FIRST PAGE OF YOUR SUBMITTAL

RFP NAME: _____

RFP NO: _____

COMPANY NAME: _____

PHONE NO: _____

- | | | |
|--------------------------|-----|--|
| <input type="checkbox"/> | 1. | Submit One (1) Original, One (1) Flash Drive + Fifteen (15) photo copies of this submittal |
| <input type="checkbox"/> | 2. | Bid Form/Bid Submittal Certification: Carefully read all Bid Documents, and properly complete the Bid Form and execute the certification. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.) |
| <input type="checkbox"/> | 3. | Proposal Statement: Complete and sign the Bidder's Proposal Statement. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.) |
| <input type="checkbox"/> | 4. | Letter of Transmittal |
| <input type="checkbox"/> | 5. | Attachment A Non-Collusion Affidavit |
| <input type="checkbox"/> | 6. | Attachment B Public Entity Crime Statement |
| <input type="checkbox"/> | 7. | Attachment C Drug Free Workplace form |
| <input type="checkbox"/> | 8. | Attachment D Truth in Negotiations Affidavit |
| <input type="checkbox"/> | 9. | Attachment E Conflict of Interest Form |
| <input type="checkbox"/> | 10. | Attachment F Scrutinized Companies Certification Form |
| <input type="checkbox"/> | 11. | Attachment G Certification Regarding Lobbying |
| <input type="checkbox"/> | 12. | Attachment H Affidavit of Compliance With Foreign Entity Laws |
| <input type="checkbox"/> | 13. | Attachment I Certification of debarment, suspension, Ineligibility, and Voluntary Exclusion |
| <input type="checkbox"/> | 14. | Attachment J Proposer Certification and Signature Page |

Submit this portion of the Request for Proposals as your firms proposals Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

The Proposer acknowledges and understands that the information contained in response to this Proposal Statement shall be relied upon by the City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's proposals to perform under the contract shall cause the City to reject the proposals package, and if after the award, to cancel and terminate the award and/or contract.

Required submittal pages that are omitted shall cause a one (1) point deduction per page.



TAB #1 **Consultant Profile:** Complete the following Information

- 1.1. If a corporation, complete the following:
 - 1.1.1. Firm name, address, and phone number: (specify if different than parent company)
 - 1.1.2. Type of firm: corporation, individual, other; If corporation, complete the following:
 - 1.1.3. Date incorporated
 - 1.1.4. State of incorporation
 - 1.1.5. Date authorized to do business in Florida
 - 1.1.6. President, Vice President, Secretary
 - 1.1.7. Authorized representative, phone, fax and email
 - 1.1.8. Federal Employers Identification Number
- 1.2. If partnership, complete the following:
 - 1.2.1. Firm name, address, and phone number: (specify if different than parent company)
 - 1.2.2. Address of proposed office in charge (including Phone No. And Fax No., email address)
 - 1.2.3. Date organized, Type: General, Limited
 - 1.2.4. Names and addresses of Partners
 - 1.2.5. Authorized representative, phone, fax and email
 - 1.2.6. Federal Employers Identification Number
- 1.3. List the location of the FULL SERVICE Bank Branch that will be managing this engagement; complete the following:
 - 1.3.1. Address (including Phone No., Fax No., and email address)
 - 1.3.2. Bank hours of operation including include lobby and drive-through times.
 - 1.3.3. **Location of a managing bank branch outside of the City of Belle Glade City limits will cause the submittal to be rejected as non-responsive.**
 - 1.3.4. City's dedicated representative: name, business phone, fax and email
- 1.4. Federal Employers Identification Number
- 1.5. Insurance
 - 1.6.1. Submit under Tab #11
 - 1.6.2. Submit proof of all insurances, Liability, Auto, Workers Comp, etc.
 - 1.6.3. Submit number and amount of claims currently against this insurance
- 1.6. What will be your turnaround time for written responses to City inquiries?
- 1.7. How much advance notice do you need to appear at the City for meetings?
- 1.8. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past ten (10) years. Include in the description the disposition of each such petition.
- 1.9. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
- 1.10. List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants. Include all case and docket numbers, dates in question, case name.
- 1.11. Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If



so, provide details including Respondent number, date suspended/convicted, agency involved. Please note number 1.12.1, 1.12.2.

1.11.1 Public Entity Crimes: Pursuant to F.S. 287.133 as amended: a person or affiliate who has been placed on the convicted respondent list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted respondent list.

1.11.2 The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a (e) [Section 274A9e) of the Immigration and Nationality Act (AINA)]. The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such a violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

1.12 Circumstances and status of any disciplinary actions taken or pending against the firm or any partners or employees of the firm by State regulatory bodies or professional organizations during the past three (3) years

1.13 Is your firm required to submit a State of Florida Certificate of Status for your firm? Yes ☐ No ☐
If yes, please attach to Tab#11.

1.14 If applicable: I have received addenda #_____ through addenda# _____.

TAB #2 Letter of Transmittal:

Provide a statement addressing why your bank would be in the best position to deliver the required services. (Limit to two (2) pages.)

Tab #3 Qualifications and Experience of the Firm and the Proposed Engagement Team :

Proposer's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations; The names of key personnel, their respective titles, periods of service with the firm. Include:

3.1 Name and Title-**INDICATE WHICH STAFF WILL BE A PROPOSED PROJECT TEAM MEMBERS.**

3.2 Duties and Responsibilities

3.3 Education, qualifications and experience servicing government entities. Include Client accounts they have managed; Include client name, contact information, telephone, address, email address.

3.4 Professional Certification or License submit under Tab #11.

Resumes or Standard Form (SF) 330/254/255 cannot be submitted as substitutes for Tab #3 Substitution of resumes or (SF) 330/255/254 for the above listed tabs sections shall result in your proposals package being rejected as non-responsive.

Detail the firm's past experience and performance on municipal engagements of comparable size and complexity. Provide a list of clients that the firm's office has provided auditing services during the past 5 years. The individual project details shall include:

3.5 Name of Municipality or Other Public Entity



- 3.6 Location
- 3.7 Brief Project Scope
- 3.8 Client Contact Information including; name telephone and email information
- 3.9 List of staff including engagement partners, manager, specialists and other supervisory staff that worked on this contract
- 3.10 References: The City reserves the right to contact any of the firms listed in this RFP or to call any entity to check past performance whether listed in the submittal or not.
- 3.11 Describe the firm's regulatory agency experience and anticipated interaction for this development.
- 3.12. Show proof of the following:
- 3.13 Proposer must be a Qualified Public Depository under the Florida Security for Public Deposits Act (Chapter 280, F.S.) and Chapter 69C-2 of the Florida Administrative Code; and,
- 3.14 Proposer must hold a charter from either the United States Government or the State of Florida; and,
- 3.15 Proposer must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services; and,
- 3.16 Proposer must be in compliance with all applicable laws, rules, regulations and ordinances of the City of Belle Glade, Palm Beach County, the State of Florida and the United States.

TAB #4 Transition Schedule (FOR NEW PROPOSER'S ONLY; INCUMBENT BANK DO NOT ADDRESS TAB#4, COMPLETE TAB#5).

This refers to the proposed detailed project schedule and the Proposer's ability to meet the City's transition schedule to begin providing all required services.

- 4.1 Detail the steps you propose are necessary to do a speedy transition.
- 4.2 Submit an estimated timeline for each step and a total timeline.
- 4.3 Detail the bank's responsibilities and the City's responsibilities for the process.
- 4.4 Which personnel and would you commit to begin and complete the transition?

TAB #5 Current Bank Contract Holder; Proposed Improvements / Enhancements:

- 5.1 What areas of the City's process can you recommend procedures to improve/streamline the process?
- 5.2 How would you implement the process?
- 5.2 What enhancements can your bank offer above the services currently provided?

TAB #6 Financial Capacity

Submit proof of the banks financial capability to partner with the City. Include the following:

- 6.1. A listing of all published credit ratings and indicate if any of the ratings are currently under review for an upgrade or downgrade.
- 6.2. Identify on which stock exchange(s), if any, does the entity with which the City would contract trade?
- 6.3 Identify the state of incorporation of the entity with whom the City would contract? Is this entity licensed to do business in the State of Florida?
- 6.4 Identify the entity's Community Reinvestment Act (CRA) rating within the City of Belle Glade and/or Palm Beach County. Attach a copy of the most recently issued report, as applicable.
- 6.5 Please indicate your institution's CAMEL rating along with proof. (Ratings are 1-5 with 1 being the strongest, 4 indicates serious problems exist, 5 indicates possible failure).
- 6.6 Methodology for computing interest on overnight funds.

TAB #7 Required Executed forms (ALL FORMS ARE INCLUDED IN THIS DOCUMENT)

All of the following forms must be executed and included in your step 1 submittal package or your submittal may be considered non –responsive.

- 7.1 Attachment A Non-Collusion affidavit
- 7.2 Attachment B Public Entity Crime Statement
- 7.3 Attachment C Drug Free Workplace Form
- 7.4 Attachment D Truth-In-Negotiation Certificate and Affidavit
- 7.4 Attachment E Conflict of Interest Form
- 7.5 Attachment F Scrutinized Companies Certification Form
- 7.6 Attachment G Certification Regarding Lobbying
- 7.7 Attachment H Affidavit of Compliance with Foreign Entity Laws



7.8 Attachment I Proposer Certification and Signature Page (**Mandatory rejection if not included and executed**).

7.9 Attachment J Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Tab#8 Overall Understanding and Methodology:

8.1 Please describe how your customer support for general banking issues is structured. Will staff, in addition to the primary contact person, be assigned to the City's account? During what hours will your customer support group operate?

8.2 Do you have a person or team who evaluates your clients' operations and recommends alternatives?

8.3 Will you assign a person or team to provide technical or system support? If so, will the City be able to contact them directly or only through the primary contact?

8.4 Will you assign a person or team to assist with security and control issues?

8.5 If the City were to request your assistance in researching certain transaction or historical data, would you impose a charge? If the imposition of a charge is dependent on the nature of the request, please describe.

8.6 On line transactions: Indicate availability of online deposit transaction detail, deposit and transaction detail (i.e. images) and indicate any charges for proposed services. Add sample reports including a detailed invoice for tabulation of Bank charges to Section 11, Attachments.

8.7 Records Retention: provide schedule

8.8 Availability of Funds: provide schedule in space provided or attach your information

8.9 A On-line Banking: provide detailed description of services available including ACH Services:

8.10 Investment Services/Overnight Investment Sweep: provide detailed description

8.11 What is your banks required lead time and what method is used to transmit Accounts Payable information?



8.12 Provide the location of the Bank's Money Center and the cut-off time for same-day processing. Proposers must also discuss their ability to process large quantities of (loose) coin deposits at their Money Center.

8.13 Positive Pay: The CITY will require Positive Pay Services for its Payroll and Accounts Payable Accounts. Please describe your Positive pay services and fraud protection in detail. Please provide a copy of your policy on check fraud and liability for loss. Please state the extent of the CITY's exposure when fraud occurs on positive pay accounts, i.e., when the liability rests with the bank and when the liability rests with the CITY.

8.14 Other Employee Benefits: List any courtesies that the bank is willing to extend to CITY employees (i.e. Free/reduced checking, credit cards, etc.)

8.15 Does your bank offer commercial credit cards?

8.16 If the City wishes to obtain a loan for capital projects, describe the process the bank would use to satisfy that requirement. How will interest rates be assigned, payment schedules, etc.? In addition, what is the bank's process if the City desires to undertake a bond issue?

TAB# 9 Cost of Services and Interest Rates:

Proposer shall detail the cost of requested services and supplies. Also, proposer should list other services that are available and their cost by adding those services and costs to the fee schedule. In addition, the Proposer's interest rate and their ability to offer interest checking shall also be identified. The proposed earnings rate on overnight cash balances, checking and money market accounts shall also be included for evaluation.

Please complete the attached fee schedule. List your team member's hourly rate (s) for this engagement

THE BALANCE OF THIS PAGE IS LEFT INTENTIONALLY BLANK



		FEE SCHEDULE				
Line Item#	Service Code	Service description	Tier	Volume	Unit Price	Monthly Fees
1.	000230	<u>Recoupment Monthly IB</u>		28131.04		
2.	100224	<u>Deposited Check</u>		145.00		
3.	100006	<u>Branch Deposit</u>		75.00		
4.	100400	<u>Return Item – Chargeback</u>		0.00		
5.	100416	<u>Return Item Service Monthly Base</u>		7.00		
6.	100402	<u>Return Item Redeposited</u>		0.00		
7.	100040	<u>Rolled Coin Furnished By Bank</u>		0.00		
8.	100040	<u>Currency Furnished By Bank</u>		210.00		
9.	100006	<u>Cash Deposited in Bank</u>		32499.00		
10.	100040	<u>Cash Order Fee in Bank</u>		3.00		
11.	300340	<u>Item Detail Inquiry/Hyperlink</u>		0.00		
12.	300340	<u>ACH Subscription – Account</u>		1.00		
13.	010000	<u>Acct Maintenance</u>		8.00		



		FEE SCHEDULE				
Line Item#	Service Code	Service description	Tier	Volume	Unit Price	Monthly Fees
14.	010000	<u>Account Maintenance w/Check Return</u>		1.00		
15.	010100	<u>Debits Posted</u>		13.00		
16.	010410	<u>Client Analysis Statement – Paper</u>		1.00		
17.	010310	<u>DDA Statement – Paper</u>		2.00		
18.	250302	<u>ACH NOC – Electronic</u>		0.00		
19.	251050	<u>ACH Fraud Filter Review Monthly Base</u>		1.00		
20.	250400	<u>ACH Return Subscription – Account</u>		1.00		
21.	251053	<u>ACH Fraud Filter Review – Item</u>		0.00		
22.	250201	<u>Electronic Credits Posted</u>		98.00		
23.	250102	<u>ACH Future Dated Item</u>		0.00		
24.	250000	<u>ACH Monthly Base</u>		1.00		
25.	250202	<u>ACH Received Item</u>		112.00		
26.	250220	<u>ACH Received Addenda</u>		135.00		



		FEE SCHEDULE				
Line Item#	Service Code	Service description	Tier	Volume	Unit Price	Monthly Fees
27.	251050	<u>ACH Block/Fraud Filter Stop Base</u>		1.00		
28.	250501	<u>ACH Transmission Special</u>		0.00		
29.	40034Z	<u>Online Search</u>		17.00		
30.	400052	<u>Prev Day Base per Acct Per Report</u>		8.00		
31.	40022Z	<u>Alert Service – Email</u>		138.00		
32.	40022Z	<u>Alert Service – Text</u>		79.00		
33.	400340	<u>Wire Inquiry Detail Per Item – CEO</u>		0.00		
34.	400832	<u>Wire Template Online</u>		1.00		
35.	40005Z	<u>Basic Banking Base per Account</u>		4.00		
36.	40005Z	<u>CEO Basic Banking Addl Acct – Mo Base</u>		0.00		
37.	609999	<u>Deposited Check on Foreign Bank</u>		0.00		
38.	609999	<u>Deposited Check on Canadian Bank</u>		0.00		
39.	209999	<u>ARP Aged issue Records on File – Item</u>		19.00		



		FEE SCHEDULE				
Line Item#	Service Code	Service description	Tier	Volume	Unit Price	Monthly Fees
40.	200201	<u>Online Check Issues – Item</u>		0.00		
41.	150222	<u>Positive Pay Exception Checks Retnd</u>		0.00		
42.	150410	<u>Stop Payment – Online</u>		1.00		
43.	150300	<u>Micr Check Rejects Over 2%</u>		0.00		
44.	150030	<u>Positive Pay Only Monthly Base</u>		2.00		
45.	150120	<u>Positive Pay Only – Item</u>		283.00		
46.	151352	<u>Image View Less Than 90 Days – Item</u>		12.00		
47.	151352	<u>Image View Greater Than 90 days – Item</u>		0.00		
48.	150310	<u>Positive Pay Exceptions – Items</u>		2.00		
49.	150310	<u>POS Pay Checks No Issue Record</u>		2.00		
50.	150412	<u>Stop Payment – Auto Renewal</u>		2.00		
51.	150100	<u>DDA Checks Paid</u>		274.00		



		FEE SCHEDULE				
Line Item#	Service Code	Service description	Tier	Volume	Unit Price	Monthly Fees
52.	150240	<u>Check Cashing Threshold Month Base</u>		2.00		
53.	150500	<u>Check Cashed for Non-Acct Holder</u>		0.00		
54.	150724	<u>Positive Pay Exception – Online Image</u>		2.00		
55.	150122	<u>Payee Validation Standard – Item</u>		270.00		
56.	150240	<u>Pymt Auth Max Check Mthly Base</u>		7.00		
57.	350100	<u>Wire Out Domestic</u>		2.00		
58.	350120	<u>Wire Book Transfer</u>		0.00		
59.	550521	<u>Wire Transfer Report Per Item</u>		0.00		
60.	100000	<u>ATM Card Deposit</u>		0.00		
61.	100501	<u>Adj for Cash Deposit in Bank</u>		0.00		
62.	10001A	<u>Branch Deposit Post Verify</u>		0.00		
63.	100416	<u>Retn Item Subscription Per Item</u>		0.00		
64.	100430	<u>Retn Item Subscription Opt Detl</u>		0.00		



		FEE SCHEDULE				
Line Item#	Service Code	Service description	Tier	Volume	Unit Price	Monthly Fees
65.	100416	<u>Return Item Retrieval - Image</u>		0.00		
66.	100401	<u>Return Item Special Instructions</u>		0.00		
67.	10001A	<u>Post Verify Cash Deposit</u>		0.00		
68.	100411	<u>Return Item Reporting Per Item</u>		0.00		
69.	100440	<u>Return Item Duplicate Advice</u>		0.00		
70.	100430	<u>Return Item Converted Chk Redeposit</u>		0.00		
71.	100430	<u>Return Item Converted Chk Chgbk Ird</u>		0.00		
72.	100499	<u>Retn Item Service Fee Recovery</u>		0.00		
73.	100010	<u>Loose Coin Deposited in Bank</u>		0.00		
74.	250630	<u>ACH Reject Item</u>		0.00		
75.	254000	<u>ACH Return Subscription – Item</u>		0.00		
76.	250720	<u>ACH Reject Notification</u>		0.00		
77.	250622	<u>ACH Exception Process – Duplicat File</u>		0.00		



		FEE SCHEDULE				
Line Item#	Service Code	Service description	Tier	Volume	Unit Price	Monthly Fees
78.	250706	<u>SDD ACH Reporting</u>		0.00		
79.	600102	<u>Foreign Check Collection</u>		0.00		
80.	200210	<u>ARP Manual Input Issue Info – Item</u>		0.00		
81.	150511	<u>Cashier Check</u>		0.00		

Add lines as needed in the Pricing Schedule.

TAB #10 Location

10.1. List the location of the FULL SERVICE Bank Branch that will be managing this engagement; complete the following:

10.2 Address (including Phone No., Fax No., and email address)

10.3 Bank hours of operation including include lobby and drive-through times.

10.4 City's dedicated representative: name, business phone, fax and email

10.5 ONLY BANKS WITH FULL SERVICE BRANCHES LOCATED WITHIN THE CITY LIMITS OF BELLE GLADE WILL BE CONSIDERED. PROPOSALS WITHOUT A FULL SERVICE BRANCH LOCATED WITHIN THE CITY LIMITS OF BELLE GLADE WILL BE REJECTED AS NON-RESPONSIVE.

TAB #11 Additional Attachments:

Insert all required attachments here; Licenses, certifications, insurances, signature page, etc.

11.1.1 Attach a copy of the current Florida Division of Professional Regulation License(s)/ registration with the appropriate Commission(s) for your firm and each of the license numbers listed in Tab #3.

11.1.2 Submit your State of Florida proof of incorporation with non-dissolution statement

11.1.3 If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your State registration or your license if you are a sole proprietorship.

11.1.4 Submit project office business tax receipt.

11.1.4 Proof included that the bank is certified as a State of Florida Approved Public Depository pursuant to Chapter 280, F.S.

**ATTACHMENT "A"****NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

1. PROPOSER is the _____,
(Owner, Partner, Officer, Representative or Agent)
2. PROPOSER is fully informed respecting the preparation and contents of the attached proposals package and of all pertinent circumstances respecting such proposals.
3. Such Proposal Package is genuine and is not a collusive or sham Proposal.
4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal Package or any other PROPOSER, or to fix any overhead, profit, or cost element of the RFP Price or the RFP Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;
5. The price of items quoted in the attached Proposal Package are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any other of its agents, representatives, owners, employees or parties in interest.

By _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____

_____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____

_____.

Signature of Notary Public, State of Florida_____
Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number

() DID take an oath, or () DID NOT take an oath.

**ATTACHMENT B****SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

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

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the



public interest to place the entity submitting this sworn statement on the convicted respondent list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____
_____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____
_____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number

**ATTACHMENT C****DRUG FREE WORKPLACE CERTIFICATION**

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied respondents have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.
7. Your firms Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

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

PROPOSER'S Signature

(Print or Type Name)

**ATTACHMENT D****TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT**

STATE OF FLORIDA §
COUNTY OF PALM BEACH §

Before me, the undersigned authority, personally appeared affiant _____,
who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City OF Belle Glade, Palm Beach County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional architect and engineering services and is entering into an agreement with the City of Belle Glade, Palm Beach County, Florida to provide professional services for a project known as RFP #_____, _____.

3. That the undersigned firm has furnished the City of Belle Glade, Palm Beach County, Florida, a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Belle Glade entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Belle Glade entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Belle Glade determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm

By: _____
President

The foregoing instrument was acknowledged before me by _____
who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this _____ day of
_____, 20____.

(SEAL)

Signature

Notary Name (typed or printed)

Title or Rank

**ATTACHMENT "E"****CONFLICT OF INTEREST STATEMENT**

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

CHECK ALL THAT APPLY.

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

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFP as set forth in the policies and Code of Ordinances of the City of Belle Glade, as amended from time to time.

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

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

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

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR RESPONSE OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

Company

Authorized Signature

Printed Name, Title

**ATTACHMENT "F"****SCRUTINIZED COMPANIES CERTIFICATION FORM**

By execution below, I, _____, on behalf of _____
(hereinafter, the "Proposer"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Proposer has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Proposer is not on the Scrutinized Companies that Boycott Israel List nor is the Proposer engaged in a boycott of Israel.
3. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Proposer is not on the Scrutinized Companies with Activities in Sudan List.
2. The Proposer is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Proposer is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Proposer agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Proposer agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

PROPOSER:

By: _____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20____, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission expires: _____



ATTACHMENT G CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. The firm shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.32.4
3. Pursuant to section 216.347, Florida Statutes, and any other applicable law, rule, regulation, or grant requirement, no state appropriated grant or aid funds shall be expended by the firm for lobbying purposes, including the lobbying of the legislature, the judicial branch, or a state agency.
4. No local funds of any kind shall be expended by the firm for lobbying purposes.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned, on behalf of the firm, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the firm understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Firm Name

Signature of Firm's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**ATTACHMENT H****AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: §§ 287.138(2)(a), and 287.138(4)(a) Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes) 287.138(4)(a) Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), 287.138(4)(a) Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2) and 288.007(3), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2) and § 288.007, Florida Statutes)
6. *(Only applicable if purchasing real property)* Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1) and 692.203(6)(a)1, Florida Statutes)
7. *(Only applicable if purchasing real property)* Entity is in compliance with all applicable requirements of Sections 692.202, (purchase of agricultural land), 692.203, (purchase of real property on or around military installations or critical infrastructure facilities), and 692.204, (purchase or acquisition of real property by the People's Republic of China), Florida Statutes. (Source 692.202(5)(a)2, 692.203(6)(a)2 Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____

Signed: _____

Entity: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____



ATTACHMENT I CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER-TIER COVERED TRANSACTIONS

"Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction:* A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction:* (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant:* Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal:* An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions:* The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment:* Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension:* Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility:* A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person:* Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal:* A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion:* A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)



- **Voluntarily Excluded:** The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

INSTRUCTIONS FOR CERTIFICATION

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion— Lower-Tier Covered Transactions



1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contract Number_____

Contractor Name

Name

Title

Signature

Date_____



ATTACHMENT J PROPOSER CERTIFICATION AND SIGNATURE PAGE

The undersigned attests to his (her, their) authority to execute this submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all the work required of the Proposer in the Contract.
2. The facts stated in the Proposer's response pursuant to this Request for Proposals are true and correct in all respects.
3. The Proposer has read and complied with, and submits their proposals agreeing to all the requirements, terms and conditions as set forth in the Request for Proposals.
4. Proposer certifies that he or she has not divulged, discussed, or compared his or her submittal with other proposers and has not colluded with any other proposer or parties to a submittal whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the City respondent list(s).
5. **Proposer understands that if a team is short listed and selected to be interviewed and /or to make oral presentations to the EC and/or the Commission, only the team members evaluated in the written submissions may present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.**
6. Proposer understands that all information listed above may be checked by the City and Proposer authorizes all entities or persons listed in this proposals submittal to answer all questions. Proposer hereby indemnifies the City and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.
7. The offeror and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the City;
8. The proposal constitutes an offer to the City which shall remain open, irrevocable and unchanged for one hundred and twenty (120) days after proposal opening and will negotiate in good faith to establish an Agreement;
9. That the offeror shall indemnify, defend and hold harmless the City, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFP;
10. That pursuant to § 287.133, Fla. Stat., the offeror is not a person or affiliate on the convicted respondent list subject to the prohibitions stated therein and may lawfully respond to this RFP and may lawfully accept an award if selected; and,

Submitted on this _____ day of _____, 20____.

Please check one: _____ Individual _____ Partnership _____ Non-incorporated Organization

Witness

Company

Witness

Signature

Printed

Printed Name, Title

(If a corporation, affix seal)

Incorporated under the laws of the State of (if applicable) _____.