



The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

PURCHASING AND CONTRACT ADMINISTRATION DIVISION

REQUEST FOR PROPOSALS

RFP NO.: 2025-003

TITLE: BANKING MANAGEMENT SERVICES

DUE DATE AND TIME: December 11, 2024, 2:00 P.M., (EASTERN STANDARD TIME)

INSTRUCTIONS

Proposals must be received on or before the due date and time (local time). All Proposals will be publicly opened at City Hall, unless otherwise specified.

The City will only accept electronic submittals for this Request for Proposals (RFP). Proposals will be accepted through a secure mailbox at Bidnet Direct (<https://www.bidnetdirect.com/florida/cityofdelraybeach>) until the Due Date and Time indicated in this RFP. Bidnet Direct does not accept electronic Bids after the Due Date and Time. It is the sole responsibility of the Proposer to ensure its electronic RFP submission is complete prior to the solicitation Due Date and Time. Electronic submission of Proposals will require the uploading of forms and/or attachments as designated in this RFP. Electronic submission must include a signed original of the Solicitation Summary form. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited.

If the Solicitation Summary form is not included, the City may deem the Proposal non-responsive. Proposals must contain all information required to be included in the submittal, as described in this Solicitation.

BROADCAST

The City of Delray Beach utilizes electronic online services for notification and distribution of its solicitation documents. The City's solicitation information can be obtained from: (a) Bidnet Direct – <https://www.bidnetdirect.com/florida/cityofdelraybeach>; (b) Purchasing webpage on the City of Delray Beach <https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations>; (c) Request via email burzynskij@mydelraybeach.com

Proposers who obtain solicitations from sources other than those named above are cautioned that the Request for Proposals package may be incomplete. The City will not evaluate incomplete Proposal packages. Bidnet Direct is an independent entity and is not an agent or representative of the City. Any technical issues must be submitted to Bidnet Direct by contacting (800) 835-4603 (toll free) or

support@bidnet.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

Communications to any independent entities does not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the Solicitation documents, the terms and conditions of the documents will prevail.

CONTACT

Any questions regarding the specifications and Solicitation process must be submitted through the “Question” feature on <https://www.bidnetdirect.com/florida/cityofdelraybeach>. Requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on November 29, 2024, at 5:00p.m. (EASTERN STANDARD TIME).



The City of Delray Beach

100 NW 1st Avenue

Delray Beach, FL 33444

LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS NO. 2025-003

Banking Management Services

The City of Delray Beach, Florida ("City") is seeking proposals from "Qualified Public Depositories" pursuant to Chapter 280, Florida Statutes (otherwise known as the Florida Public Deposits Act) to provide Banking Management Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Request for Proposals documents are available beginning **October 29, 2024**, on the Purchasing and Contract Administration Division webpage of the City of Delray Beach website at <https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations>, Bidnet Direct website – <https://www.bidnetdirect.com/florida/cityofdelraybeach>; by contacting the City Purchasing and Contract Administration Division at burzynskij@mydelraybeach.com or by phone at 561-243-7153.

Proposals will be accepted through a secure mailbox at Bidnet Direct (<https://www.bidnetdirect.com/florida/cityofdelraybeach>) until the Deadline for Submission as indicated in this RFP. **The Due Date and Time for submission of proposals is December 11, 2024, at 2:00 p.m. (Eastern Standard Time).** Late Proposals will not be accepted. **The City will only accept electronic Proposals for this RFP.**

The City will conduct a non-mandatory Virtual Pre-Proposal Conference on November 7, 2024, 9:30-10:30 am online via Microsoft Team meeting, link is provided below:

[Join the meeting now](#)

Meeting ID: 213 865 264 879

Passcode: ZqnU7u

Phone Conference Dial in Number: [+1 352-448-9762,,124758816#](tel:+13524489762,124758816#)

Phone conference ID: 124 758 816#

It is the responsibility of the Proposer (Respondent) to ensure all pages are included in the submission. All Proposers are advised to closely examine the solicitation package. Any questions regarding the completeness or substance of the solicitation package or scope of services must be submitted in writing via Bidnet Direct.

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

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

CITY OF DELRAY BEACH

SECTION 1

PROJECT OVERVIEW

- 1.1 The City of Delray Beach, Florida, is soliciting Proposals from qualified Proposers for Banking Management Services in accordance with the terms, conditions and specifications contained in this Request for Proposals (RFP).
- 1.2 TERM OF CONTRACT:
The Contract shall commence upon the date of the duly executed Agreement for a term of five (5) years with the option, if exercised by the City, of two (2) additional one-year renewals.
- 1.3 METHOD OF AWARD:
The Method of Award for this solicitation will be to the Proposer with the highest ranking or scores, with whom the City is able to negotiate an acceptable Agreement. The City will enter negotiations with the firm receiving the highest-ranking proposal score. Should negotiations fail then the City will enter into negotiations with the next highest-ranking firm.
- 1.4 The City intends to contract a single firm for the services listed in this procurement.
- 1.5 The anticipated schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFP	October 29, 2024
b.	Institute Cone of Silence	October 29, 2024
c.	Non-Mandatory Pre-Proposal Conference	November 7, 2024
d.	Deadline for Delivery of Questions	November 29, 2024
e.	Due Date and Time (for delivery of Proposals)	December 11, 2024, by 2:00 p.m., EST
f.	Technical Evaluations	TBD
g.	Oral Presentations/Interviews (if conducted)	TBD
h.	Final Evaluations	TBD

1.6 MEETING LOCATIONS

- City Hall Conference Room - located at 100 N.W. 1st Avenue, first floor, Delray Beach, FL.
- Swinton Operations Center- Conference Room and Training Rooms - located at 434 South Swinton Avenue, Delray Beach, FL.

END OF SECTION 1

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Request for Proposals (“RFP”) is to solicit Proposals from qualified firm(s) for Banking Management Services for the City of Delray Beach.

The City expects each Proposer(s) to clearly outline its best and most comprehensive resources in its response, because all services and responsibilities identified in this Solicitation will be awarded to the Successful Proposer.

2.2 ELIGIBILITY

To be eligible to respond to this Request for Proposal and be considered for award, the Proposer must demonstrate to the satisfaction of the City that it or the principals assigned to the engagement has successfully provided services, similar in scope and complexity, to a municipality, quasi-governmental organization, or a private organization.

2.3 RECORDS, ACCOUNTS, AND STATEMENTS

The Successful Proposer shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City and shall give the City or City's representative access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained at such standards to allow a certified auditor the ability to properly examine the records in order to certify a statement of the Successful Proposer's business with the City.

2.4 GENERAL STANDARDS

The Successful Proposer shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The Successful Proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

2.5 DEFAULT

a. In the event the Successful Proposer defaults in the performance of the contract, the City shall have the following options:

- i. The City Manager will give the Successful Proposer thirty (30) days' written notice of default. If the problem is not resolved within thirty (30) days, the City may immediately terminate the contract upon providing written notice of the Proposer's failure to timely cure the default and obtain the services elsewhere.
- ii. The City may recover at law any and all claims that may be due to the City from the Successful Proposer.
- iii. The City may perform such work as it deems necessary to cure the default or subsequent default and charge the Successful Proposer for the full cost of labor

and materials expended, plus thirty percent (30%) of the cost for administrative overhead.

- b. The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.
- c. The Successful Proposer agrees that the City shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the City declares the Successful Proposer in default hereunder.

2.6 INSURANCE

The Successful Proposer shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the Successful Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

The Successful Proposer shall provide insurance coverage as follows:

- a. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY – Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.

Employer's Liability Insurance with a limit of not less than One-Hundred Thousand Dollars (\$100,000) for each accident, One-Hundred Thousand Dollars (\$100,000) for each disease, and Five-Hundred Thousand Dollars (\$500,000) for aggregate disease.

- b. COMPREHENSIVE GENERAL LIABILITY

Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured.

NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).

c. AUTOMOBILE LIABILITY

Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

d. PROFESSIONAL LIABILITY

Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

e. PRODUCTS/COMPLETED PRODUCTS OPERATIONS

Products/completed products operations with limits of not less than Two Million Dollars (\$2,000,000) annual aggregate.

f. DATA BREACH AND PRIVACY/CYBER LIABILITY INSURANCE – Including coverage for failure to protect confidential information and failure of the security of the Proposer's computer systems or the City's systems due to the actions of the Proposer which results in unauthorized access to City data. The limit applicable to this policy shall be no less than One Million Dollars (\$1,000,000) per occurrence and must apply to incidents related to the Cyber Theft of the City's property.

The selected Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach as an additional insured. New certificates of insurance are to be provided to the City upon expiration.

2.7 PERFORMANCE BOND/LETTER OF CREDIT

Intentionally Omitted

2.8 CERTIFICATIONS/LICENSES

Any Proposer who submits an offer in response to this Solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State, County or City agency/department qualifying the Proposer to perform the services described in this Solicitation.

The City may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Proposal Evaluation period.

2.9 BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the following:

- a. Alternative substitute(s) that are domestic and meet the required specifications:
 - a. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

- b. Reason for exception: limited/lack of availability or price (include price):
 - a. Price of domestic product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.

The contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American made.

2.10 METHOD OF PAYMENT: MONTHLY INVOICES

The Successful Proposer shall submit an invoice to the City, each month, after the services have been performed and have been received and accepted by the City. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.

The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the City in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Proposer's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts.

The City prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The City is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, upon presentation of a proper invoice by the awarded Proposer.

2.11 SUBCONTRACTING IS NOT ALLOWED

The City will not allow any subcontracting of the work to be performed under this Contract. The Successful Proposer must perform the work with its own staff. During the performance of the Contract, the City may occasionally allow the Successful Proposer to substitute some of its staff to account for unavailable individuals, but only with the explicit written permission of the City.

2.12 OTHER FORMS OR DOCUMENTS

If the City is required by the Successful Proposer to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Successful Proposer's forms or documents.

2.13 MODIFICATION OF SERVICES

- a. The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted relates to the estimated costs of the service originally contracted. If service has already been provided on the portion of the work to be deleted, the Successful Proposer will be paid

for the deleted portion based on the estimated percentage of the completion of such portion.

- b. If the Successful Proposer and the City agree on modifications or revisions to the service elements, after the City has approved performance of a particular task or project, and a budget has been established for that task or project, the Successful Proposer shall submit a revised budget to the City for approval prior to proceeding with the task or project.

END OF SECTION 2

SECTION 3 SCOPE OF SERVICES

3.1 GENERAL INFORMATION AND BACKGROUND

This Request for Proposals (RFP) covers banking services with safekeeping services as a desired option. This RFP does not include any investment management services. Any investment services would be covered under a different RFP or through investment bidding procedures as part of the investment program.

The City encourages all eligible and qualified bank representatives to examine this RFP carefully. Qualified banks, as defined in Section 3.5 are requested to submit proposals to provide banking management services. The City expects the selected Proposer(s) to be a leader and an innovator in the development and execution of financial products and services and expects these services to be of the highest quality.

The Proposer will have and maintain sufficient staff to meet these requirements continuously without interruption of service. Severe or repeated breakdown of service, for this reason, shall be cause for termination of the Contract.

The City is very strict in its requirements for timely and accurate reporting of bank account transaction data. Daily debit and credit advice from the bank are used as primary source documents for daily posting to the City's general ledger. Failure to comply with such requirements causes significant problems to the accounting program reports and such failure will be heavily considered when the evaluation of banking management services is performed.

The City currently utilizes a web-based treasury management system to receive daily balances and detailed transactions for its main accounts.

The City desires to continue utilizing this type of treasury management system to receive daily account information.

The scope of services is outlined below. All interested Proposers will have the ability to submit questions and attend a non-mandatory pre-proposal conference prior to deciding whether to submit a proposal. **Section 1.5** provides the deadline for submitting questions and the anticipated date for the non-mandatory pre-proposal conference.

3.2 Banking Services

Below provides an overview of the City's treasury and cash management products and services. **Appendix A** is an analysis of our account services with representative transaction volumes. **Appendix A** should be completed with pricing for these services.

A. Accounts Structure

The City currently maintains 11 accounts using a combination of concentration, zero-balance, and disbursement accounts. The current account structure is as follows: one master concentration account and nine (9) zero balance sub-accounts for payroll, accounts payable, funding (receipts), miscellaneous transfers, tennis, Municipal golf course, Lakeview golf course, parking, and Emergency Management Services (EMS), as well as one (1) stand-alone account for business insurance Third-party (TPA). The City

reserves the right to open additional accounts during the contract period at the price proposed in this proposal.

B. Lock Box Services

Currently, the City utilizes two Lockbox accounts held at a separate financial institution. The City's current retail lock box is used to collect payments for the City's water and sewer services using the lockbox services for a third party. The funds are collected in the separate institution accounts and wire transferred to the Main Operating Account. The second account is a wholesale lockbox account used to collect EMS payments. A third-party administrator receives the information from this lockbox and payment is transferred to the City.

C. Remote Deposit Structure

The City currently utilizes Remote Deposit Capture (RDC) to process the majority of checks items presented for deposit. The City intends to continue using RDC for check processing. Please address the fees for this service and liability for illegible images.

D. Deposit Tracking

The City currently utilizes a deposit tracking service on its depository sub-accounts to facilitate the reconciliation of account balances. This service involves special encoding on deposit slips for each City facility responsible for depositing funds. Statements are to be prepared by the Proposer reflecting the locations by the encoding of the deposits which flow into the depository accounts. Please include a description of the Proposer's system used to accommodate the use of ACH payment receipts.

E. Coin and Currency and On-Site Payments

Cashier offices in the City have standing orders for daily cash/change requirements. Rolled coins and strapped currency are sent to each location. Proposers must indicate the charge per roll and strap for supplying coins and currency to the City. The cashier offices also prepare deposits and take customer payments. These deposits are transferred by armored car to the bank. The City has an existing contract for armored car pick-up and delivery.

F. ACH Transactions, Direct Deposit, and Wire Transfers

The City attempts to maximize opportunities for electronic receipts and payments. Over 95% of our employees utilize direct deposit of payroll. The City has one (1) payroll account paying bi-weekly. Data for each payroll is transmitted to the bank separately via an ACH.

In addition, recurring large dollar ACH payments are initiated through templates in the web-based bank portal and directly to vendors when negotiated.

Wire transfer services, incoming and outgoing (repetitive and non-repetitive) are utilized and are sent via web-based bank portal and/or telephone and require dual controls (initiation/authorization).

G. Account Reconcilement & Imaging Services

The City reconciles ten accounts by downloading the items paid information from the bank. The bank currently archives images available through its on-line portal for up to 3 years. Four-way positive pay (account number, check number, check amount and payee) is used on all disbursement accounts.

H. Access to Bank Records

The City, or its authorized representatives, shall have access to the books and records maintained by the Bank with respect to such City bank accounts at all reasonable times, including the inspection or copying of such books and records and all memoranda, checks, correspondence, or documents pertaining thereto. Such books and records shall be preserved by the Bank as required by applicable regulatory bodies.

I. Deposit Return Items

The Proposer will make attempts to re-present any deposited checks returned because of insufficient or uncleared funds. Checks that are still uncollectible after these attempts will be returned to the City for processing. The Proposer is to describe the process for managing returned items. Notification of returned items should be delivered electronically.

J. Positive Pay

The City uses positive pay for the supplier disbursement and payroll accounts. The Proposer is required to provide Positive Pay services or other services designed to protect and prevent the occurrence of fraudulent transactions in the City's Accounts. The positive pay file should include the check number, the check amount, the check payee information and account information.

The Proposer shall detail if they offer payee match as part of positive pay. When addressing positive pay, please address the procedure for verification when City is closed for business.

K. Earnings on Deposit

The City currently is not utilizing a sweep product, but rather is receiving interest from the Bank itself. The Proposer may offer alternative methods to a sweep product as well as the sweep proposal. The Proposer should describe the interest paid on deposits in the operating account for the life of the contract. An index can be utilized. The Proposer should identify if there is a minimum rate.

L. Stop Payments

The Proposer shall provide stop-payment service to the City. Stop payment orders via online banking must be immediately digitally confirmed. If the check at issue is paid at the time of the request, the Proposer will, as soon as reasonably possible, make available to the City a copy of the paid instrument. The stop payment order must be effective on the date of placement. The Proposer shall agree it will be responsible for any item cashed if said item was confirmed as a stop payment on an "as-of-day" basis and is subsequently cashed by the Proposer. Stop payment orders must remain in effect for five (5) years.

M. Stale Checks

City checks will not be accepted for payment by the Proposer after the time limit of six months has expired, pursuant to Florida Statute Section 674.404. Checks paid by the Proposer after the six-month time limit shall not be accepted for payment by the City and will remain the Proposer's liability.

All foreign check deposits must be treated by the Proposer as "Payable in U.S. Funds" on the day of deposit.

N. Overdraft Protection

The City will make every effort to assure that collected funds in the bank are equal to or exceed the gross amount of checks issued. However, if an unintentional overdraft condition occurs, all checks presented for payment shall be paid.

Since overdrafts commonly arise primarily for reasons of insufficient cleared funds in the account or checks clearing the account over and above the targeted cash balance, it is the City's requirement that interest on overdrafts should be handled differently for each item as follows:

- a. Insufficient Funds: In cases where there are insufficient collected funds to meet demands on the account, the Proposer has the right to charge interest at the agreed upon rate plus an individual item fee as incorporated in the proposal portion of this document.
- b. Daylight Overdrafts: On various occasions, the City will cause daylight overdrafts to occur. This is primarily the result of the need to meet large obligations by wire or ACH transfer, and simultaneously requesting the liquidation of investments to cover the outgoing wires. This is not a regular occurrence

O. Banking and Safekeeping Supplies

The Proposer will be required to provide all necessary Banking and Safekeeping supplies. These shall include, but not be limited to tamper-evident disposable-style deposit bags, deposit slips, deposit stamps, coin wrappers, envelopes, and security tokens.

Coins and currency are occasionally requested by various departments within the City. Please provide a standard fee (if any) for providing this service as required.

P. Disaster Recovery

The Proposer shall provide information regarding their disaster recovery plan including specific plans related to serving the City in the event of a disaster. A contact name and phone number with 24 hours/day, 7 days/week accessibility shall be provided.

Q. Treasury Management System - Online Information and Transaction Capability

The City currently utilizes a web-based Treasury Management System, to retrieve daily bank balances and transactions. The Proposer must be able to provide daily reporting for all transactions on all the City's accounts. Daily debit and credit advice from the Proposer are used as primary source documents for posting and reconciling to the City's general ledger.

In addition, the system is used to initiate and authorize wire transfers, ACH transfers, and internal transfers, as well as manage users, permissions, tokens, and entitlements. Positive pay records, including exceptions, are also stored and managed in this system.

Currently, the City transfers money via wire transfer or ACH using repetitive, non-repetitive, and batch methods. The repetitive wires are templated and require the initiator to have secured access and dual approval, which may be from the initiator. The batch method allows entry and transmission of several transfers at one time and shares the requirements of the repetitive wire method. The non-repetitive wires require dual approval from two users with secured access. The Proposer shall offer services that meet all these requirements.

The Proposer is to describe the procedures for transferring funds in the event the treasury management software is not functioning.

The City requires an automated multi-user Treasury Management System to perform these treasury functions. The Proposer should provide any information on any treasury applications not listed above in the RFP in addition to those required.

The awarded Proposer will be required to provide the City, no later than 8:00 a.m. E.S.T. (Delray Beach, FL local time) each business day with the following minimum account- level information:

- a. Ledger balance;
- b. Available (or collected balance);
- c. Float for 1, 2 and 3 days; and
- d. Summary of debit and credit balances

The awarded Proposer will also be required to provide the City the following minimum detail-level information:

- a. Transaction Date;
- b. Account Name/Number;
- c. Transaction Type (BAI2) Code;
- d. Transaction Reference Information;
- e. ACH Detail Text and Addendums; and
- f. Amount of debit and credit activities

The available balance shall include the proceeds returned to the Proposer from any bank-initiated repurchase agreement from the previous business day.

3.3 Automation Requirements

Please provide a summary of the online banking system including specification on the equipment required by the City to access your online services. The specification should include any additional information necessary to enable the City to communicate electronically with the awarded Bank. The system should be able to export a file for importing to the City's Enterprise Resource Planning System. The file will need to be formatted to match specifications provided by the City for proper import/export from the City's systems, Please provide a schedule of hours of operation for electronic services. List any exceptions to the general schedule. This specification should include at least the following information:

- a. Recommended Operating System
- b. System memory requirements
- c. Minimum hard drive requirements
- d. Minimum Browses requirements

The specification should include any additional information necessary to enable City to communicate electronically with the awarded Bank. Please provide a schedule of hours of operation for electronic services. List any exceptions to the general schedule.

3.4 Bank Statements and Account Analysis

The bank statement period is the calendar month. Electronic statements are expected to be available on the 1st business day after the end of the month. User-initiated download from the Proposer's treasury management system is preferred. Account profitability analysis statements are to be provided electronically to the City no later than ten (10) business days after month end.

The City requires the bank to provide a full account reconciliation program for the Accounts Payable Account. The City will issue numbered Magnetic Ink Character Recognition (MICR) encoded checks and require the Proposer to provide a listing by check number and amount for each separate account of the checks paid within each statement period, plus electronic bank statements by separate accounts showing the detail of checks charged and deposits credited. This information should be available immediately at month-end in excel or text file format.

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

The Proposer must be able to provide electronic paid check and ACH debit listings for the Supplier Disbursement and the Payroll accounts and transmit reconciliation data via File Transfer Protocol (FTP). These listings and transmissions shall contain all checks paid during the month in check number sequence reflecting check number, amount paid, and date paid.

Miscellaneous Items

Please outline any banking incentive programs for City employees such as:

- Free or reduced-cost checking accounts
- Reduced-rate loans
- Other free or reduced-cost services provided to Bank customer's employees.

No Warranty

No warranty or guarantee is given or implied on the types and quantities of services ultimately required. The quantities used herein are approximately one month's requirements and are provided to afford standard cost comparisons between proposals.

3.5 BANKING SERVICE REQUIREMENTS

- a. A Federal or Florida chartered bank with a principal Branch office located within the corporate limits of the City of Delray Beach, capable of servicing the City's Bank accounts as specified herein.
- b. A member of the Federal Reserve System
- c. An approved Qualified Public Depository by the Treasurer of the State of Florida in conformity with the Florida Security for Public Deposits Act (Ch. 280.F.S.).

END OF SECTION 3

SECTION 4
EXHIBITS

4.1 EXHIBITS

SEE APPENDIX A

SECTION 5 **RESPONSE REQUIREMENTS**

5.1 SUBMITTAL REQUIREMENTS

Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Do not password-protect electronic documents.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

5.2 REQUIRED INFORMATION

In addition to the information required in Section 3, Scope of Services, Proposers must submit the following information with their Proposals:

A. SUBMITTAL FORMAT

To facilitate and expedite review, the City asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Proposal. To assist you in preparing your response, the City's selection procedures are also described herein. Proposers must abide by all requirements set forth to avoid any risk of disqualification.

B. PROPOSALS SHOULD FOLLOW THE FORMAT BELOW:

TAB 1 – INTRODUCTION

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services. Also, the letter should disclose the name of the contracting agent and primary contact person and primary contact, his/her title, address, phone number, and email address. The table of contents should follow the cover letter.

TAB 2 – TABLE OF CONTENTS

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

TAB 3 – MINIMUM QUALIFICATIONS

Proposers must meet the following minimum qualifications; failure to meet the minimum qualifications may result in the Proposer being deemed non-responsive/responsible.

- A. Must be registered with the States of Florida, Division of corporations to do business in Florida.

No documentation is required. The City will verify registration.

B. Financial Strength of Firm:

- i. Discuss the financial stability of your firm.
- ii. Must provide copies of your most recent annual report, 10-K and 8-K filing.
- iii. Must provide long-term and short-term ratings from two of the three nationally recognized rating agencies (Standard & Poor's, Moodys Investors Service, Fitch) and also provide Moody's Bank Financial Strength Rating.
- iv. Must provide a five-year history of your Tier-One Risk Based Capital and Total Risk Based Capital.
- v. Must provide a history of the funding level required by the State of Florida under the Chapter 280 Collateralized Deposit Program for the last two years. All banks selected to provide services to the City must agree to notify the City in writing, if any of this information changes during the term of the contract.
- vi. Describe the types of insurance and bonding carried.

C. Describe the qualifications and relevant experience of the Project Manager and all key staff that are intended to be assigned to this contract. Include resumes for the Project Manager and all key staff described.

- i. Further describe Prime vendor's proposed key staff (not subconsultants) and their experience as it directly relates to the described scope of services. Provide the team member's resume(s) and include specific project examples, the role(s) played, and the consultant office where they are physically located.
- ii. If applicable, further describe the subconsultant's proposed project team and their experience as it directly relates to the described scope of services. Provide the team member's resume(s) and include specific project examples, the role(s) played, and the consultant office where they are physically located.
- iii. Provide an organizational chart of the project team including the Prime Vendor certification information and Subconsultant team member (if applicable) and identify individuals with professional certifications in the contract team.

C. Proposer is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/scrutinized_list_of_prohibited_companies

Provide an executed copy of the Scrutinized Company Certification form.

- D. Proposer has no reported conflict of interests in relation to this solicitation.

Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that effect.

- E. Proposer has no reported exclusions in System for Award Management (SAM).

Proposer Is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. **No documentation is required. The City will verify the registration status. Per Section 34.f. Rejection of Bids or Proposals of the City's Purchasing Policies and Procedures Manual, vendors may be deemed non-responsible if: Vendor have been declared to be in default on any City or public entity contract, debarred or suspended by any public entity.**

- F. Proposer must meet or exceed the noted minimum Banking Management Services requirements section 3.5. The City desires safekeeping services as an optional service. Any proposer not meeting the minimum Banking Management Services requirements, or not clearly demonstrating that they meet the minimum Banking Management Services requirements and do not provide the documents required to be submitted pursuant to Banking Management Services Requirements, shall not be considered for evaluation by the evaluation committee.

TAB 4 – PROPOSER’S INFORMATION

- A. Legal contracting name including any dba and state of organization or incorporation.
- B. Ownership structure of Proposer’s company (e.g., Partnership, Limited Liability Corporation, Corporation).
- C. Provide, in this section, a completed and executed copy of Proposer’s W-9 that includes the company federal identification number.
- D. Contact information for Proposer’s Corporate headquarters and any offices in Palm Beach and Broward counties to include the following:
 - i. Address
 - ii. City, State, Zip
 - iii. Phone
- E. Contact information for Proposer’s primary and secondary representative during this solicitation process.
 - i. Name

- ii. Phone
 - iii. E-mail
 - iv. Mailing Address
 - v. City, State, Zip
- F. Provide details of any significant ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
- G. Provide the names of the people who are officers or principals of the company.
- H. Any additional organizational information that the Proposer's wishes to supply to augment its Proposal.
- I. Must provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, or any of its employees, is or has been involved within the last three (3) years.
- J. Must provide most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

TAB 5 – APPROACH, CAPACITY AND REFERENCES

- A. Provide a narrative of the proposed approach and methodology for engaging with City representatives while in the course of performing the duties.
- B. The overall approach to delivering the Scope of Services, Deliverables and any strategies Proposer proposes to implement.
- C. Details of implementation plan and schedule.
- D. Proposer shall specify the location(s), including the complete physical address, where the work for this project will be performed, including work performed by subcontractors, if applicable.
- E. Proposer shall thoroughly explain:
 - i. Submit details of Proposer's staffing resources, at the location(s) that will provide services to the City as well as corporately, by discipline and the number of personnel within each discipline.
 - ii. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then

- label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
- iii. Submit an organizational chart clearly identifying key personnel as well as other staffing resources who are designated to provide services to the City and indicate their functional relations hip to each other.
- F. Provide a minimum of three (3) client references for projects with similar scope who are agreeable to responding to an inquiry by the City. References should include the following information:
- i. Organization name
- ii. Contact name(s)
- iii. Address
- iv. Telephone number
- v. Date of service (start/end)
- vi. Total amount of contract
- vii. Scope of Work (brief description)

TAB 6 – FEE PROPOSAL

Propose a fee schedule for use of the requested services/work and schedule of fees for compilation of all proposed services required. Provide revenue split.

TAB 7 – ATTACHMENTS

All Attachment/Forms and Affidavits required by this solicitation shall be fully executed by the Proposer and submitted as shown in Section 7 of this solicitation.

END OF SECTION 5

SECTION 6 THE EVALUATION PROCESS

6.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

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

6.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the City affirmatively determines (prior to the award of a contract) has the ability, capability, and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this solicitation.

6.3 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation/Selection Committee that will evaluate and rank Proposals on the criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their maximum scores for a maximum total of **one hundred (100)** points per Evaluation/Selection Committee member.

<u>CRITERIA</u>	<u>MAX. POINTS</u>
a. Qualifications	20
b. Management Team and Supervisory Staff Qualification and Experience	10
c. Methodology, Approach and Understanding of Scope of Services	20
d. Proposed fees and compensation	20
e. Public Sector Experience	20
f. References	10

6.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial

ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

6.5 PRICE OFFERS AND EVALUATION

After the evaluation of the technical areas of the Proposal, the City will evaluate the price aspects of the Proposal. The City will use the prices submitted by each Proposer to estimate the total cost of the Proposer's services. The Proposer that submits the lowest total price for all combined services will be awarded the maximum number of points (20). The total points awarded for price is determined by applying the following formula: (Lowest Proposed Price/Vendor's Price) x (Maximum Number of Points for Price) = Price Score. The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The City reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the City.

6.6 NEGOTIATIONS

If the City and the Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

6.7 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the City Manager or designee, and the City Commission for approval, as appropriate. All Proposers will be notified in writing when the City Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest listed herein, the City's decision of whether to make the award and to which Proposer shall be final.

END OF SECTION 6

SECTION 7 **PROPOSAL SUBMITTALS**

7.1 FORMS

The forms listed below shall be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer.

- a. Acknowledgment of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Workplace
- g. Non-Collusion Affidavit
- h. Truth-In-Negotiation Certificate
- i. Scrutinized Company
- j. Affidavit Regarding the Use of Coercion for Labor and Services
- k. Sample Performance Bond Format (if required, will be requested from the Proposer recommended for award)
- l. Sample Payment Bond Format (if required, will be requested from the Proposer recommended for award)
- m. Sample Letter of Credit Format (if required, will be requested from the Proposer recommended for award)

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

By signing this document, the Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 120 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BOUNDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

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

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes*

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach 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. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF 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 AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1ST AVENUE, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: JOHNSONK@MYDELRAYBEACH.COM.

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: _____ Title: _____

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has 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 solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name of person acknowledging).

Personally known ____ OR Produced Identification
Type of Identification Produced _____

Notary Public – State of _____

TRUTH – IN – NEGOTIATION CERTIFICATE

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

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

(This document must be executed by a Corporate Officer.)

Name: _____

Title: _____

Date: _____

Signature: _____

Scrutinized Company Certification

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company. _____ FID or EIN No. _____

Address. _____

City. _____ State. _____ Zip. _____

I, _____, as a representative of _____
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or
the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature _____ Title _____

Printed Name _____ Date _____

Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: _____

Vendor FEIN: _____

Vendor's
Authorized
Representativ
e

Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Delray Beach, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restraine, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Signature: _____
(Authorized Signature)

Print Name
and Title: _____

Date: _____

SAMPLE PERFORMANCE BOND FORMAT

Not Required, Intentionally Omitted

SAMPLE PAYMENT BOND FORMAT

Not Required, Intentionally Omitted

SAMPLE LETTER OF CREDIT FORMAT

Not Required, Intentionally Omitted

SECTION 8 SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Request for Proposals. This is a sample agreement only and is subject to revisions. **PLEASE DO NOT COMPLETE.**

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 2024, (the “effective date”) by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and _____, a corporation (hereafter referred to as “Contractor”), whose address is _____.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City’s Request for Proposal No. 2025-003, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSAL

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Request for Proposal No. 2025-003, and the Contractor’s response to the Request for Proposal, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City’s Request for Proposal, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Request for Proposal.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager
- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
- iii. As to the Contractor: _____

Attn.: _____
Email: _____
Phone: _____

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

d. E-Verify Requirements By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 5. CONTRACT TERM

The Contract and Agreement shall be effective for five (5) years as of the effective date of this Agreement, and shall expire on _____, _____.

ARTICLE 6. INDEMNIFICATION

The contractor shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any all liability, losses, or damages, including attorney's fees

and costs of defense, which the City or its officers, employees agents, or instrumentalities may incur as a result of claims, demands, suits, cause of actions, or proceedings of any kind or nature resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required but this contract agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

CITY OF DELRAY BEACH

By: _____
Thomas F. Carney, Jr., Mayor

ATTEST:

By: _____
Alexis Giving, Interim City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

CONSULTANT/BROKER/CONTRACTOR

[SEAL]

By: _____
Printed 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 _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ____ OR Produced Identification
Type of Identification Produced _____

Notary Public – State of _____

SECTION 9 GENERAL TERMS AND CONDITIONS

9.1 DEFINITIONS

- a. *Proposal:* any offer(s) submitted in response to this Request for Proposal.
- b. *Proposer:* person or firm submitting a response to this Request for Proposal.
- c. *Solicitation or Request for Proposal:* this Solicitation documentation, including any and all addenda.
- d. *Proposal Submittal forms:* describes the goods or services to be purchased and must be completed and submitted with the Proposal.
- e. *City:* shall refer to the City of Delray Beach, Florida.
- f. *Contract or Agreement:* Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the Proposer.
- g. *Contractor:* selected Proposer that is awarded a contract to provide the goods or services to the City.
- h. *Purchasing and Contract Administration Division:* Purchasing and Contract Administration Division of the City of Delray Beach, Florida.
- i. *Responsible Proposer:* Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Proposals, and the integrity and reliability that will assure good-faith performance.
- j. *Responsive Proposer:* Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Proposals.

9.2 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the

purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential bidders and/or bidders on City Solicitations, the City's professional staff, and the City Council members.

9.3 ADDENDUM

The Purchasing and Contract Administration Division may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

9.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

9.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

9.6 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Purchasing and Contracts Administration Division prior to the due date for Proposals may withdraw a Proposal. A Proposal may also be withdrawn ninety (90) days after the Proposal has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Administration Division. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

9.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.

9.8 PROMPT PAYMENT TERMS

It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

9.9 DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the Solicitation.

9.10 PREPARATION OF PROPOSALS

- a. The Proposal submittal forms define requirements of the services to be performed or the items to be purchased and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- b. An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.**
- c. The Proposer must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the City. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Proposer may submit alternate Proposal(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

9.11 CANCELLATION OF SOLICITATION

The City of Delray Beach reserves the right to cancel, in whole or in part, any Requests for Proposals when it is in the best interest of the City.

9.12 AWARD OF CONTRACT

- a. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.*
- b. The City reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.*
- c. The Proposer's prior performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Proposal received for this Solicitation.*
- d. The City will provide a copy of the ranking and scores to all Proposers responding to this Solicitation.*
- e. Award of this Proposal may be predicated on compliance with, and submittal of all required documents as stipulated in the Solicitation.*
- f. The City reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the City deems necessary.*

9.13 CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed one hundred eighty (180) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful.

9.14 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the selected Proposer against factory defects and workmanship. At no expense to the City, the selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

9.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the selected Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this contract.

9.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

9.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the selected Proposer, continue until completion at the same prices, terms, and conditions.

9.18 PROTEST

- a. A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the Solicitation. The protest shall specifically describe the*

subject matter, facts giving rise to the protest, and the action requested from the City.

b. The written protest must be received within three business days from the time of the initial posting of the intended award. Notice of Intent to Award shall be posted in Bidnet Direct. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure Purchasing Procedure Manual <https://www.delraybeachfl.gov/home/showpublisheddocument/12270/638140626086330000>.

c. The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's bid or five thousand dollars (\$5,000.00), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the City of Delray Beach. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

9.19 LAWS AND REGULATIONS

The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this Solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

9.20 LICENSES, PERMITS AND FEES

The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.

9.21 SUBCONTRACTING

Unless otherwise specified in this Solicitation, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City shall constitute a material breach of the

agreement and may result in termination of the contract for default.

9.22 ASSIGNMENT

The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

9.23 SHIPPING TERMS

Unless otherwise specified in the Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

9.24 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The City may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.

It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the selected Proposer.

9.25 INDEMNIFICATION

The selected Proposer shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of

any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

9.26 COLLUSION

A Proposer recommended for award as the result of a competitive Solicitation for any City purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City stating either that the contractor is not related to any of the other parties proposing in the competitive Solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive Solicitation, its Proposal shall be presumed to be collusive, and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

9.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

9.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this

Request for Proposals (RFP) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

9.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the selected Proposer. The City further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer.

9.30 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

9.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the selected Proposer to submit to an audit by an auditor of the City's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this

contract, and upon request, make them available to the City for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

9.32 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

9.33 PRE-AWARD INSPECTION

The City may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Solicitation.

9.34 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation that Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

9.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law.*
- b. Use of appropriate safeguards to prevent non-permitted disclosures.*
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure.*
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential.*
- e. Making Protected Health Information (PHI) available to the customer.*
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.*
- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and*
- h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.*

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

9.36 ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

9.37 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

9.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

9.39 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

9.40 SEVERABILITY

In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

9.41 GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

9.42 ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

9.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

The selected Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.

9.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS

It is agreed and understood that any City department or agency may access this contract and purchase the goods or services successful herein. Each City department will issue a separate purchase order to the selected Proposer for the department's specific purchases.

9.45 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Proposer, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract

employee or Proposer will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.

9.46 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.

9.47 MINIMUM WAGE REQUIREMENTS

The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

9.48 PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items delivered to the City. The documents shall include information on the contract number or purchase order, any back-order items, and the number or quantity of items being delivered.

9.49 PURCHASE OF OTHER ITEMS

The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request a price quote from the selected Proposer on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.

9.50 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is

considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The City will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

9.51 CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Proposers must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the City.

9.52 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers 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 successful or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity.

9.53 OTHER GOVERNMENTAL AGENCIES

If a Proposer is successfully awarded a contract as a result of this Solicitation, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

9.54 COMPLETION OF WORK AND DELIVERY

All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the selected Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the selected Proposer. In these cases, the selected Proposer shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

9.55 FAILURE TO DELIVER OR COMPLETE WORK

Should the selected Proposer fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the selected Proposer and secure the services of another Proposer to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the selected Proposer for work that was completed and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the selected Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the City as a result of having to secure the services of another Proposer.

9.56 CORRECTING DEFECTS

The selected Proposer shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the selected Proposer of such deficiency in writing. If the selected Proposer fails to correct the defect, the City may (a) place the selected Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the selected Proposer for any additional costs that

are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

9.57 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All selected Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the selected Proposer. Barricades shall be provided by the selected Proposer when work is performed in areas traversed by persons, or when deemed necessary by the City.

9.58 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this Solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

9.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The selected Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Proposer in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the selected Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the selected Proposer at the Proposer's expense and the contract cancelled; or (2) the City may require the selected Proposer to replace the materials at the selected Proposer's expense.

9.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling

practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the selected Proposer performing under this contract is required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a department-by-department basis.

9.61 TAXES

The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.

9.62 PROPOSER'S COSTS

The City shall not be liable for any costs incurred by Proposers in responding to this Request for Proposals.

9.63 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

9.64 FORCE MAJEURE

The City and the selected Proposer are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including,*

but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.*
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.*
- d. The non-performing party uses its best efforts to remedy its inability to perform.*

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the selected Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

9.65 NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the City of Delray Beach.

9.66 POOL Contracts

During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or

by categories, sub-categories, or groups, the City reserves the right to add new vendors to these contracts for good or services not awarded for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Request for Proposal.

9.67 FISCAL FUNDING OUT

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful

appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.

9.68 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

END OF SECTION 9

SECTION 10
SOLICITATION SUMMARY

The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

PURCHASING AND CONTRACT ADMINISTRATION DIVISION

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the City determines that the information contained in the electronic version of your Proposal is different from the information on this solicitation Summary, the City reserves the right to deem your Proposal NON-RESPONSIVE and remove your Proposal from further evaluation and consideration for contract award.

PROPOSAL INFORMATION

Proposal Number: RFP 2025-003

Title: Banking Management Services

Due Date and Time: December 11, 2024, 2:00 P.M., ET

Name of Proposer: _____

Address: _____

Contact Person: _____

Price: _____

Authorized Signature: _____

Date: _____

By signing and submitting this solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the City of Delray Beach.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ELECTRONIC COPY IN THE PROPOSAL.