CITY OF MADEIRA BEACH REQUEST FOR PROPOSALS NO. 2016-02 COMPREHENSIVE BANKING SERVICES

ISSUE DATE:	**Friday, June 10, 2016**
PRE-PROPOSAL MEETING:	**Monday, June 20, 2016 @ 11:00 AM**
DEADLINE FOR QUESTIONS:	**Friday, June 24, 2016 by 2:00 PM**
PROPOSALS DUE:	**Friday, July 8, 2016 by 2:00 PM**
MANAGEMENT CONTACT:	**Vincent M. Tenaglia, Assistant City Manager** **(727) 391-9951 x 230** **vtenaglia@madeirabeachfl.gov** **Madeira Beach City Hall** **300 Municipal Drive, Madeira Beach, FL 33708**

PROPOSER MUST COMPLETE THE FOLLOWING:

NO CHANGES REQUESTED BY A PROPOSER WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PROPOSER (COMPANY NAME): _____

D/B/A _____

MAILING ADDRESS: _____

CITY/STATE/ZIP _____

COMPANY EMAIL ADDRESS: _____

PHN: (___)_____ FAX: (___)_____

***REMIT TO NAME:** _____
(*as shown on company invoice)*

_____ **FEIN#** _____

Proper Corporate Identity is needed when you submit your proposal, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

CONTACT NAME:

_____

PRINT NAME:

_____

EMAIL ADDRESS:

_____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A – GENERAL CONDITIONS

1. **SUBMISSION OF PROPOSAL:**

(a) Proposals will be opened immediately after the proposal submittal date and time by the Finance Department, 300 Municipal Drive, Madeira Beach, FL 33708. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late proposals will not be accepted.

(b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Finance Department, City of Madeira Beach. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.

(c) Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP as provided herein and in Section A, paragraph 21. Proposer is deemed to have accepted and to be bound by the RFP and Services Agreement terms and conditions that Proposer does not take exception to in its response. The City reserves the right to modify or add terms and conditions based upon the exceptions stated by the Proposer, or to declare any terms and conditions non-negotiable, as determined by the City in its sole discretion.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**
No oral interpretations will be made to any firms as to the meaning of specifications, the Services Agreement, or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (email or fax) to the Finance Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the RFP documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP. The Finance Department will be unable to respond to questions received after the specified deadline.

3. **DESCRIPTION OF SUPPLIES/SERVICES:**
Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. **ALTERNATES:**
Unless otherwise provided in this Request for Proposal, ALTERNATES may be included in the plans, specifications, and/or proposals. When included, the Proposer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Proposal. Such alternates may or may not be accepted by the City. If approved, it is at the City's discretion to accept said alternate(s) in any sequence or combination therein.

5. **RIGHTS OF CITY OF MADEIRA BEACH IN REQUEST FOR PROPOSAL PROCESS:**

In addition to all other rights of the City under Florida law, the City specifically reserves the following:

a) the right to rank firms and negotiate with the most qualified firm;

b) the right to select the proposal that it believes will serve the best interest of Madeira Beach;

c) the right to reject any or all responses, or parts thereof, to disqualify any and all responses, and/or determine any response to be non-responsive;

d) the right to cancel the entire Request for Proposal;

e) the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted;

f) the right to request any necessary clarifications or proposal data without changing the terms of the proposal; and

g) the right to require the Proposer to perform the services required on the basis of the original proposals without negotiation.

6. **EVALUATION CRITERIA:**

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an Evaluation Committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP.

7. **COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of proposals to the City and any oral presentations, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement unless otherwise specified in Section E of this RFP.

8. **ORAL PRESENTATION:**

An oral presentation may be requested of any firm, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process shall be utilized to evaluate proposals. If required as part of the evaluation process, the oral presentation shall be scored and documented relating to the RFP evaluation criteria. The most qualified firm as determined by evaluation process shall proceed with the contracting process.

9. **CONFLICT OF INTEREST:**

a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Proposer further represents that no person having any such interest shall be employed by Proposer during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to City Employees as City Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to City Employees or anyone else involved in this competitive proposal process.

b) The Proposer shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Proposer's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification from the Proposer.

c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Vincent Tenaglia, Assistant City Manager – Phone: (727) 391-9951, ext. 230

10. **WITHDRAWAL OF PROPOSAL:**
A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified on page one (1) of this RFP.

11. **LATE PROPOSAL OR MODIFICATIONS:**
Proposals and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. Late proposals will not be accepted and shall be rejected. The time clock stamp located in Madeira Beach Finance Department shall be the official time stamp.

12. **PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:**
Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

13. **JOINT VENTURES:**
All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the proposal (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

14. **PROVISION FOR OTHER AGENCIES:**
Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, special districts, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

15. **COLLUSION:**
The proposer, by signing this proposal, agrees to the following: "Proposer certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

16. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":**
The Proposer is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the City's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

17. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**
All standard terms and conditions stated in Section A apply to this RFP and may be incorporated into the Services Agreement as deemed necessary by the City, except as specifically stated in the subsequent sections of the document, which take precedence over Section A.

18. **ADA REQUIREMENT FOR PUBLIC NOTICES:**
Persons with disabilities requiring reasonable accommodation to participate in any proceeding or event related to this RFP, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding or event.

19. **ADDITIONAL REQUIREMENTS:**
The City reserves the right to request additional services from the Proposer if provided in the Services Agreement.

20. **SERVICES AGREEMENT:**
In addition to being subject to all terms and conditions in this RFP, all responses are subject to the terms and conditions in the Services Agreement attached to the RFP. Additional or modified terms and conditions in the Services Agreement may be necessary depending on the responses to the RFP, including any exceptions stated by the Proposer as required by Section A, paragraph 1(c) of this RFP. However, the City objects to and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the Services Agreement, or are not acceptable to, or have been declared to be non-negotiable by the City, as determined in its sole discretion.

21. **INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**
Proposers shall use the original RFP Form(s) provided by the Finance Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP. Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

22. **PUBLIC RECORDS/TRADE SECRETS:**
The City of Madeira Beach is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the City.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer shall provide an additional copy of the proposal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer on its Proposal, Proposer acknowledges and agrees:

(a) that after notice from the City that a public records request has been made for the materials designated as a trade secret, the Proposer shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials;

(b) that to the extent that the proposal with trade secret materials is evaluated, the City and it's officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating

contract terms, approving any contract based on the proposal, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;

(c) to indemnify and hold the City, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from the City's non-disclosure of the trade secret materials.

(d) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statues and the City's public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by the City, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and City Policies including but not limited to Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal document, line item and/or total proposal prices, the work, services, project, goods, and/or products to be provided by Proposer, or any information, data, or materials that may be part of or incorporated into a contract between the City and the Proposer is not acceptable to the City and will result in a determination that the proposal is nonresponsive; the classification as trade secret of any other portion of a proposal document may result in a determination that the proposal is non-responsive.

23. **LOBBYING:**

Lobbying shall be prohibited on all city competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the Finance Department or the City Attorney's office to address situations such as clarification and/or questions related to the procurement process.

Lobbying of Evaluation Committee members, City government employees, or elected/appointed officials, or advisory board members regarding request for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board of City Commissioners, until either an award is final or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any Evaluation Committee member, City government employee or elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the Vincent Tenaglia, Assistant City Manager.

SECTION B – SPECIAL CONDITIONS

As of April 30, 2016, the City of Madeira Beach cash/investment balance was approximately $20,897,000. The City currently maintains operating cash balances with its primary banking institution in the approximate minimum amount of $2,700,000. Management is interested in reducing this balance (i.e., improving the applicable earnings credit rate) to a level more appropriate for an organization of the City's size and scope, such that investment balances may be increased without incurring service fees.

The current primary banking institution offers an interest-bearing money market/business checking account. Management is interested in maintaining a similar arrangement to manage liquidity efficiently while investing overnight or surplus balances in the linked account(s).

The City maintains two procurement card accounts with its primary bank. The first is primarily used by the Finance Department for significant expenditures, for which the City receives a rebate. The second is an employee-level card, used for limited operating expenditures. Management is interested in improving the efficiency and functionality of its card program and is open to any new or more modern processes for managing disbursements. Proposers are encouraged to exercise discretion in offering solutions appropriate for an organization of the City's size and scope.

The cash disbursement cycle is in need of modernization. Management is requesting solutions to help facilitate a more efficient process while maintaining internal controls.

Management is interested in improving virtually all aspects of online banking and treasury management. Proposers are encouraged to illustrate the online business systems available relating to any services offered.

The City maintains investment balances with financial institutions per its investment policy, primarily limited to money market funds, certificates of deposit, local government investment pools, and US Treasury obligations. Proposers are highly encouraged to review the City's comprehensive annual financial report (CAFR) to gain better insight into the City's financial position and operations. The CAFR is located at:
http://www.madeirabeachfl.gov/index.php?option=com_content&view=article&id=105&Itemid=236

1. **INTENT:**

It is the intent of the City of Madeira Beach to secure a comprehensive banking services agreement that will allow the City to achieve the following:

- Deposit receipts safely and efficiently
- Maintain cash balances appropriate for the organization's size and scope of operations
- Invest surplus balances in short-term, highly liquid instruments
- Enhance efficiency with respect to disbursements
- Improve online management service functionality
- Facilitate electronic funds transfer solutions safely and efficiently
- Transition to the new institution seamlessly
- Secure a reliable account manager for customer service and relationship management

The City retains the right to decline all proposals if the current system is considered favorable. The City may select and/or decline individual component(s), module(s), and/or service(s) offered in order to develop the framework deemed appropriate by management.

2. **PROPOSAL REQUIREMENTS:**

The following are required of the successful Proposer:

- Most recent annual financial statements including an unqualified audit opinion
- Sound financial position as evidenced by credit ratings, outlook indicators, financial metrics, etc.

- Certification as a Qualified Public Depository (QPD) per the State of Florida Public Deposits Act
- Branch office(s) located within eight miles of Madeira Beach City Hall, or alternative solutions to address remote branch office functionality
- Effective online platform(s) designed to address each of the following:
  - Managing cash balances
  - Transferring funds
  - Wire/ACH payments
  - Receipt/disbursement management tools

3. **TERM OF SERVICES AGREEMENT:**

Duration of the contract shall be for the period of three (3) years from the date of execution, with an option to renew for one (1) additional three-year term, subject to mutual agreement by the City and Proposer, and all applicable procurement policies and statutes. Any applicable fees shall be fixed for the respective three-year period(s).

4. **RFP SCHEDULE:**

Following is a listing of actions and anticipated dates; the City reserves the right to change the dates as necessary.

Friday, June 10	Advertising & publishing RFP
Monday, June 20	Pre-proposal meeting located at Madeira Beach City Hall (300 Municipal Drive, Madeira Beach FL 33708) at 11:00am. Management anticipates discussion with potential institutions to help clarify the size and scope of the City's banking operations and provide further direction as may be necessary. Management requests that all interested parties attend this meeting to ensure proposals are designed to the mutual satisfaction of both the City and banking institutions. However, the meeting is voluntary and a summary of the meeting discussion will be documented and posted to the City website.
Friday, June 24	Deadline for interested parties to submit questions; management anticipates responding within one week of receiving questions and will post all responses to the City website.
Friday, July 8	Proposals due to the City of Madeira Beach Finance Department (300 Municipal Drive, Madeira Beach FL 3308) by 2:00 p.m.
Friday, July 15	Anticipated completion of proposal evaluation
Monday, July 25 – Friday, July 29	Anticipated interview(s), meeting(s), and/or demonstration(s) with short-listed institutions
Wednesday, August 3	Anticipated selection deadline by management
Tuesday, August 9	Management to request Board of Commissioners' approval of contract

5. **PROPOSAL SUBMITTAL COPIES**:

Proposals shall be submitted in one (1) original paper document and one (1) electronic media copy (CD, DVD or USB) in PDF format. The preferred method is PDF conversion, which minimizes file size and increases quality and accessibility. To ensure consistency, the electronic copy should be ONE file document and in the same order as the paper original. If this is not possible,

the electronic copy files should be in the same order as the paper copy, with a directory listing of the files.

Please note the Evaluation Committee will use the electronic media copies to review your submittal. Failure to include all information in the electronic media copies may have an impact on your evaluation scores.

Instructions for Providing Files in PDF Format to City of Madeira Beach

Why does Madeira Beach want all the documents as PDF files?

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR).

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

All insurance requirements must be met and evidenced to the City before delivery of goods and performance of services.

The City reserves the right but not the obligation to revise any insurance requirement, or reject any insurance coverage which fail to meet the criteria stated herein at any time. The City reserves the right to require Contractor/Vendor to provide and pay for any other insurance coverage the City deems necessary, depending upon the possible exposure to liability or loss. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities, but are merely minimums.

1) **Workers' Compensation**: Coverage is to apply for all persons fulfilling this contract for statutory limits in compliance with the law of the State of Florida and any applicable federal laws. The policy must include Employer' Liability with a limit of $100,000 each accident, $100,000 each employee, $500,000 policy limit for disease. The City will not accept certificates of exemption. Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.
2) **Commercial General Liability**: Occurrence Form Required: Contractor shall maintain commercial general liability (CGL) insurance with limits of not less than:
   - $1,000,000 each occurrence for bodily injury and property damage
   - $1,000,000 general aggregate (must apply Per Project)
   - $1,000,000 products completed operations aggregate
   - $1,000,000 personal & advertising injury

   Fire Damage Liability shall also be included for tenants/lessees of City property or if any such products are utilized for completion of the contract are housed at a rental facility.

   No exclusion shall apply to: premises, independent contractors, contractual liability, or property damage resulting from explosion, collapse or underground (XCU) exposures.

3) **Commercial Automobile Liability**: Contractor shall maintain automobile liability insurance with a limit of not less than $1,000,000 each occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto fulfilling duties under this agreement (including owned, hired, and non-owned autos). The policy shall provide contractual liability coverage.
4) **Umbrella or Excess Liability** insurance can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.
5) **Special Requirements**: Certificate of Insurance shall confirm in writing that all applicable provisions apply.
    a. **Evidence of Insurance:** A copy of the Contractor/Vendor's current certificate of insurance MUST be provided with the response to this bid. A formal certificate shall be provided upon announcement that a Contractor has been awarded the work. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the City before commencement of any work activities. The formal insurance certificate shall also comply with the following:
        1. Additional Insured: "City of Madeira Beach and its Elected Officials, Agents, Representatives, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability. Additional Insured coverage shall be provided with the following ISO forms or similar policy provisions providing equal to or broader than coverage:
            One of the following forms or its equivalent:
            CG 2026 (Additional Insured–Designated Person or Organization) OR
            CG 2010 (Additional Insured-Owners Lessees Contractors) OR
            CG 2038 (Additional Insured-Automatic Status).
            AND, if products or completed operations exposure:
            CG 2037 (Additional Insured-Completed Operations). The Contractor/Vendor is required to continue to purchase products and completed operations coverage to satisfy this agreement for a minimum of three years beyond the City's acceptance of renovation or construction projects.
        2. Notification: The policy shall provide a 10-day notification clause in the event of cancellation, non-renewal, material modification, or any other lapse in coverage of the policy. In the event the insurance policy does not provide such notification, Contractor shall provide notification to the City.
            In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be delivered to the City 10 days prior to said expiration date.
    b. Primary & Non Contributory
        This Insurance shall be considered primary to any other insurance. Coverage shall be provided with the following ISO form or similar policy provision providing equal to or broader than coverage: CG 2001 (Primary and Noncontributory – Other Insurance Condition).
    c. Waiver of Subrogation
        All of Contractor's insurance policies, except Professional Liability, will waive rights of recovery against the City. Coverage shall be provided with the following CGL ISO form or similar policy provision providing equal to or broader than coverage: CG 2404 (Waiver of Transfer of Rights of Recovery Against Others to Us).

d. **Subcontractors' Compliance:** It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

e. **Financial Stability:** The policies of insurance shall be written on forms acceptable to the City and placed with insurance carriers authorized by the Insurance Department in the State of Florida. All insurance carriers must meet a minimum financial AM Best company rating of no less than:

"A- Excellent: FSC VII. City reserved the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

OPTIONAL COVERAGES; REVIEW CONTENT FOR APPLICABILITY:

☐ **Professional Liability/Malpractice/Errors or Omissions:** Licensed design-build professional work such as that provided by architects, engineers, etc. shall maintain professional liability or malpractice or errors or omissions insurance with limits of $2,000,000 per occurrence.

- If claims-made the retro date shall be prior or equal to the effective date of any contract with the City. The coverage shall be renewed or include a "tail" or Discovery, or continuous renewal of coverage for a period of 3 years following the completion of the project.

☐ **Retention/Deductible**

The Contractor/Vendor's deductible/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor/Vendor is responsible for the amount of any deductible or self-insured retention.

☐ **Pollution/Environmental Impairment Liability Coverage**

Pollution/environmental impairment Liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. The recommended minimum coverage is $1,000,000. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond. If claims-made the retro date shall be prior or equal to the effective date of any contract with the City. The coverage shall include a "tail" or Discovery, or continuous renewal of coverage for a period of 3 years following the completion of the project. Coverage will be provided for non-owned disposal sites utilized for this project.

☐ **Cyber Liability** – Required for products or services that involve the City's website or other systems to include Data Breach, Media content, Privacy Liability, and Network Security. Contractor shall maintain limits of $1,000,000 per occurrence.

If coverage is claims-made the retroactive date shall be prior or equal to the effective date of any contract with the City. The coverage shall include a "tail" or Discovery, or continuous renewal of coverage for a period of 3 years following the completion of the project.

☐ **Fidelity/Dishonesty Coverage – for Employer**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor/Vendor's employees, including but not limited to the theft of vehicles, materials, supplies, equipment, tools, ect., especially property necessary to work performed.

☐ **Fidelity/Dishonest/Liability Coverage – Third Party Coverage for City**

Fidelity/Dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the Contractor/Vendor's employees resulting in the loss to the City.

☐ **Liquor Liability Coverage**

☐ **Builder's Risk:** Builder's Risk Insurance is to be purchased to cover subject property under construction for special perils (all risks or equivalent) of loss (including wind, theft and sinkhole), subject to a waiver of

coinsurance, and covering on-site and off-site storage, transit and installation risks, if such coverages are not separately provided.

- Flood: If property being constructed is located in a Special Flood Hazard Area (SFHA) or flood risk exists, flood insurance must be provided to be provided.

- Deductible: the contractor is responsible for any applicable deductibles.

- Insured Parties: The Builder's Risk insurance is to be endorsed to cover the interest of all parties, including the City and all contractors and subcontractors.

- In addition, provide the following coverages:
  - Waiver of Occupancy Endorsement – coverage should be continued if the City to occupies the facility under construction during such activity.
  - Machinery / Equipment Endorsement – when the Contract calls for the installation of machinery or equipment, coverage must be provided during transit, installation, and testing.

- **Contractor's Bid, Performance or Payment Bonds** – coverage required for all public construction projects, and for those projects as determined by the Purchasing Manager or the Risk Manager.

- **Owners Protective Liability Coverage -** For renovation or construction contracts he Contractor/Vendor shall provide for the City an owner's protective liability insurance policy (preferably through the Contractor/Vendor's insurer) in the name of the City.

  This is redundant coverage if the City is named as an additional insured in the Contractor/Vendor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor/Vendor's liability coverage limit is used up by other claims.

- **Installation Floater Coverage -** Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor/Vendor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

SECTION D – VENDOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ / FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME: _____ PART TIME: _____

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a City Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

2.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

3.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

4.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

SECTION E – SCOPE OF WORK

A. OBJECTIVE:

It is the intent of the City of Madeira Beach to secure a comprehensive banking services agreement that will allow the City to achieve the following:

- Deposit receipts safely and efficiently
- Maintain cash balances appropriate for the organization's size and scope of operations
- Invest surplus balances in short-term, highly liquid instruments
- Enhance efficiency with respect to disbursements
- Improve online management service functionality
- Facilitate electronic funds transfer solutions safely and efficiently
- Transition to the new institution seamlessly
- Secure a reliable account manager for customer service and relationship management

The City retains the right to decline all proposals if the current system is considered favorable. The City may select and/or decline individual component(s), module(s), and/or service(s) offered in order to develop the framework deemed appropriate by management.

B. REQUIREMENTS:

The following are required of the successful Proposer:

- Most recent annual financial statements including an unqualified audit opinion
- Sound financial position as evidenced by credit ratings, outlook indicators, financial metrics, etc.
- Certification as a Qualified Public Depository (QPD) per the State of Florida Public Deposits Act
- Branch office(s) located within eight miles of Madeira Beach City Hall, or alternative solutions to address remote branch office functionality
- Effective online platform(s) designed to address each of the following:
  - Managing cash balances
  - Transferring funds
  - Wire/ACH payments
  - Receipt/disbursement management tools

C. EVALUATION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive and qualified proposals. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

1. Past experience **(20 points)**

The Proposer's past experience in providing banking services and comprehensive treasury management functions will be evaluated. The City is particularly interested in institutions that have provided banking solutions for similarly-sized municipal organizations in the State of Florida. References must be provided.

2. Scope of services **(20 points)**

The City is interested in developing a robust, comprehensive arrangement to improve its banking services and related treasury management functions. Consideration will be given to the breadth of services offered, including but not limited to banking, treasury management, investment management, and

receipt/disbursement management solutions. Consideration will also be given to the anticipated degree of relationship support offered to the City.

3. Business systems **(10 points)**

The City is interested in modernizing its approach to banking and treasury management. Consideration will be given to the extent to which the Proposer addresses the City's interest in operational improvements and efficiency, including unique or creative approaches not previously considered by the City.

4. Applicable fee(s) and/or yield on interest-bearing accounts or products **(50 points)**

The proposed compensation to be paid by the City, either directly via applicable itemized services fees or indirectly via minimum required balances, etc. The City is interested in securing fixed fees and/or yields wherever applicable. If the Proposer is able to offer a linked interest-bearing account to the standard checking or operating account, the anticipated yield should be disclosed. If the yield on such an account is floating in nature, current rates at the time of proposal should be disclosed. On a net basis, the City will be evaluating the extent to which the comprehensive scope of services reduces direct or indirect costs; reduces the current required minimum checking account balance; and/or increases potential earnings on any applicable interest-bearing accounts. A copy of the City's latest bank analysis statement is provided as an attachment to this document (see Exhibit 1). It is expected that the City will only award a new agreement if the applicable fees are reduced and/or earnings credit is improved to an extent justifying the transition to a new bank service provider.

D. **PROPOSAL ORGANIZATION:**

Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal, in a manner consistent with or similar to the following:

Section A	**Executive Summary**
Section B	**Past Experience**
Section C	**Vendor References**
Section D	**Scope of Services**
Section E	**Business systems**
Section F	**Proposed fee(s)** • To be structured in a manner similar to, and/or comparable with, Exhibit 1 of this document
Section G	**Forms** • Signature Page • W-9 Form • Addendum Acknowledgement Form (if applicable) • Statement of No Submittal (if applicable)

SECTION F – INSTRUCTIONS FOR BID SUBMITTAL

- Proposals shall be signed in ink by authorized principals of the firm.
- Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.
- Proposals are to be submitted to Madeira Beach Finance Department, 300 Municipal Drive, Madeira Beach, Florida 33708 by the date and time indicated on the cover sheet.
- **Proposals shall be submitted in one (1) original and one (1) electronic media copy (CD, DVD or USB) in PDF format.**
- An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (http://www.flsenate.gov/Laws/Statutes/2011/607.1501).
- A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II **Certification**

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X Form **W-9** (Rev. 12-2014)

SECTION G – ADDENDA ACKNOWLEDGEMENT FORM

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE / PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in sections above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available by contacting the City of Madeira Beach Finance Department at (727) 391-9951.

SECTION H – STATEMENT OF NO BID

NOTE:
If you do not intend to submit a proposal on this requirement, please return this form immediately. ***Thank you.***

Madeira Beach Finance Department,
300 Municipal Drive
Madeira Beach, Florida 33708

We, the undersigned have declined to submit a proposal for **RFP NUMBER 2016-01** for **COMPREHENSIVE BANKING SERVICES.**

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the request for proposal.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet bond requirement.

_____ Specifications unclear (explain below).

_____ Unable to meet insurance requirements.

_____ Remove us from your "notification list" altogether other (specify below).

REMARKS:

_____

_____

_____

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of the City of Madeira Beach.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this _____ day of _____, 2016 ("Effective Date"), by and between the City of Madeira Beach, a Florida municipal corporation ("City"), and _____, ("Contractor") (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the City requested proposals pursuant to _____ ("RFP") for _____ services; and

WHEREAS, based upon the City's assessment of Contractor's proposal, the City selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. <u>Definitions</u>.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in _____, and any other information designated in writing by the City as City Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the City in breach of the Agreement; (ii) becomes available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the City independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer

hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. <u>Conditions Precedent</u>. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the City shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the City, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. <u>Services</u>.

A. Services. The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from .

C. Additional Services. From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of City. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the City reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the City, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. <u>Term of Agreement</u>.

A. Initial Term. The term of this Agreement shall commence on (select appropriate box):

☐ the Effective Date; or

☐ _____, 2016,

☐ and shall remain in full force and effect for _____.

B. Term Extension. (select appropriate box)

☐ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

☐ The Parties may extend the term of this Agreement for five (5) additional one (1) year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. <u>Compensation and Method of Payment</u>.

A. Services Fee. As total compensation for the Services, the City shall pay the Contractor, or the Contractor shall pay the City, per the the amounts provided in this Section 5, pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon City's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement.

B. Taxes. Contractor acknowledges that the City is not subject to any state or federal sales, use, transportation and certain excise taxes.

6. <u>Personnel</u>.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The City shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the City provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The City, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The City will notify Contractor in writing in the event the City requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the City and shall promptly replace such person with another person, acceptable to the City, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. <u>Termination</u>.

A. Contractor Default Provisions and Remedies of City.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the City. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.

B. City Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "City Event of Default" hereunder: (i) the City fails to make timely undisputed payments as described in this Agreement; (ii) the City breaches Section 9 (Confidential Information); or (iii) the City fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the City may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. City Confidential Information. Contractor shall not disclose to any third party City Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the City's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas City public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and City policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the City, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and City policy for locating and producing public records during the term of this Agreement.

10. <u>Audit</u>. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.

11. <u>Compliance with Laws</u>.
The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

12. <u>Public Entities Crimes</u>. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to City that Contractor is qualified to transact business with public entities in Florida.

13. <u>Liability and Insurance</u>.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit _____, attached hereto and incorporated herein by reference.

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

C. Liability. Neither the City nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. Contractor's Taxes. The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. City's Funding. The Agreement is not a general obligation of the City. It is understood that neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.

15. Acceptance of Services. For all Services deliverables that require City acceptance as provided in the Statement of Work, the City, through the _____ or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to _____. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.

B. Assignment. (Select appropriate box.)

☐ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

☐ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or

delegation of rights or obligations, without the prior written consent of the City. The Contractor shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. **Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23 (others which by their nature would survive) and _____.

18. **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

If to City, to:

City of Madeira Beach
Attn: Shane Crawford, City Manager
300 Municipal Drive
Madeira Beach, FL 33708

With a copy to:

Trask Daigneault, LLP
Attn: Thomas J. Trask, City Attorney
1001 South Fort Harrison Avenue, Suite 201
Clearwater, FL 33756

If to Contractor, to:

_____
_____
_____
_____
_____

19. **Conflict of Interest.**

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement, Contractor shall not _____.

B. The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. **Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including _____and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when

completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the City may be used by the City without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the sole property of the City.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas City, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

CITY OF MADEIRA BEACH, a Florida municipal corporation

WITNESSES:

_____
Travis Palladeno, Mayor

_____

Print Name: _____

_____

Print Name: _____

ATTEST:

_____
Aimee Servedio, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

STATE OF FLORIDA
CITY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Travis Palladeno, Mayor of the City of Madeira Beach, who ___ is personally known to me or ___ has produced a _____ driver's license or _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

CONTRACTOR

WITNESSES:

By: _____

Name: _____

_____

Title: _____

Print Name: _____

_____

Print Name: _____

STATE OF FLORIDA
CITY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ who ___ is personally known to me or ___ has produced a _____ driver's license or _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

SERVICES AGREEMENT

EXHIBIT A – SCOPE OF WORK

[Page intentionally left blank. Document to be provided prior to Agreement Execution]

SERVICES AGREEMENT

EXHIBIT B – INSURANCE REQUIREMENTS

[Page intentionally left blank. Document to be provided prior to Agreement Execution]

SERVICES AGREEMENT

EXHIBIT C – PAYMENT SCHEDULE

[Page intentionally left blank. Document to be provided prior to Agreement Execution]

SERVICES AGREEMENT

EXHIBIT D – DISPUTE RESOLUTION FOR MADEIRA BEACH BOARD OF COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS, IF APPLICABLE

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by the City of Madeira Beach and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Department
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

Each invoice shall include, at a minimum, the CONTRACTOR's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the CONTRACTOR also include the information shown in below. The City may dispute any payments invoiced by CONTRACTOR pursuant to Section 218.76, Florida Statutes, and the Dispute Resolution Process set forth below.

INVOICE INFORMATION:

Contractor Information	Company name, mailing address, phone number, contact name and email address as provided on the PO.
Remit To	Billing address to which you are requesting payment be sent.
Invoice Date	Creation date of the invoice.
Invoice Number	Company tracking number.
Shipping Address	Address where goods and/or services were delivered.
Ordering Department	Name of ordering department, including name and phone number of contact person.
PO Number	Standard purchase order number.
Ship Date	Date the goods/services were sent/provided.
Quantity	Quantity of goods or services billed.
Description	Description of services or goods delivered.
Unit Price	Unit price for the quantity of goods/services delivered.
Line Total	Amount due by line item.
Invoice Total	Sum of all of the line totals for the invoice.

Payment of invoices for work performed for Madeira Beach Board of City Commissioners (City) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

SERVICES AGREEMENT

EXHIBIT D – DISPUTE RESOLUTION FOR MADEIRA BEACH BOARD OF COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS, IF APPLICABLE

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. The City shall notify the Contractor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the Contractor should undertake to correct the invoice and resubmit a proper invoice to the City. The steps taken by the Contractor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the Contractor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

   1) Requesting department for this purpose is defined as the City department for whom the work is performed.

   2) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of the City.

B. Should a dispute result between the Contractor and the City about payment of a payment request or an invoice then the Contractor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Madeira Beach, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by the City.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to City's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the City's representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The City Manager or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The City Manager or his or her designee will issue their decision in writing.

E. City Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the City's favor interest charges begin to accrue fifteen (15) days after the final decision made by the City. Should the dispute be resolved in the vendor's favor the City shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

SERVICES AGREEMENT

EXHIBIT D – DISPUTE RESOLUTION FOR MADEIRA BEACH BOARD OF COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS, IF APPLICABLE