



**CITY OF COOPER CITY
REQUEST FOR PROPOSAL**

**BANKING SERVICES
RFP2025-2**

For information, contact the Purchasing Division:

The Purchasing Division

954-434-4300 Ext. # 268

Purchasing@CooperCity.gov

RELEASE DATE: April 11, 2025

RESPONSE DEADLINE: May 9, 2025, 5:30 pm

Please refer to the project timeline in this document for all important deadlines.

Table Of Contents

1. INTRODUCTION AND INFORMATION

- 1.1. NOTICE TO PROPOSERS
- 1.2. PURPOSE
- 1.3. DUE DATE & SUBMITTALS
- 1.4. PRE-PROPOSAL MEETING
- 1.5. ELIGIBILITY AND COMPETENCY OF PROPOSERS
- 1.6. CONTRACT TERM
- 1.7. SUPPLY/DELIVERY LOCATION
- 1.8. PRICE
- 1.9. EQUITABLE ADJUSTMENT
- 1.10. METHOD OF AWARD
- 1.11. INVOICES/PAYMENT
- 1.12. INFORMATION OR CLARIFICATION
- 1.13. BILLING INSTRUCTIONS
- 1.14. WRITTEN CONTRACT

2. SOLICITATION SCHEDULE

- 2.1. SOLICITATION SCHEDULE

3. GENERAL CONDITIONS

- 3.1. SPECIAL CONDITIONS
- 3.2. PROPOSAL TABULATION
- 3.3. NO PROPOSAL
- 3.4. TAXES
- 3.5. MISTAKES
- 3.6. ESTIMATED QUANTITIES
- 3.7. PROTESTS, APPEALS AND DISPUTES
- 3.8. NON-CONFORMANCE TO CONTRACT CONDITIONS
- 3.9. DISPUTES
- 3.10. LEGAL REQUIREMENTS
- 3.11. PATENTS AND ROYALTIES

- 3.12. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)
- 3.13. ANTI-DISCRIMINATION
- 3.14. DEFAULT
- 3.15. DISCLAIMER
- 3.16. EVIDENCE
- 3.17. ASSIGNMENT
- 3.18. INDEMNIFICATION
- 3.19. NON-EXCLUSIVE
- 3.20. FORCE MAJEURE (UNCONTROLLABLE CIRCUMSTANCES)
- 3.21. CANADIAN COMPANIES
- 3.22. COLLUSION
- 3.23. CONE OF SILENCE
- 3.24. ELIGIBILITY
- 3.25. PROPERTY
- 3.26. TERMINATION FOR DEFAULT
- 3.27. TERMINATION
- 3.28. CONFIDENTIALITY
- 3.29. GOVERNING LAW AND VENUE
- 3.30. NO PARTNERSHIP OR JOINT VENTURE
- 3.31. AUDITS
- 3.32. PUBLIC RECORDS
- 3.33. SCRUTINIZED COMPANIES
- 3.34. E-VERIFY
- 3.35. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

4. SPECIAL CONDITIONS

- 4.1. SPECIAL CONDITIONS
- 4.2. MINIMUM REQUIREMENTS (DEMONSTRATION OF COMPETENCY)
- 4.3. TIME OF COMPLETION
- 4.4. INSURANCE
- 4.5. INSURANCE - SPECIAL COVERAGES
- 4.6. VARIANCES

- 4.7. INDEPENDENT CONTRACTOR
- 4.8. SELLING, TRANSFERRING OR ASSIGNING CONTRACT
- 4.9. DAMAGE TO PUBLIC OR PRIVATE PROPERTY
- 4.10. CONTRACTOR'S COSTS
- 4.11. MODIFICATION OF SERVICES
- 4.12. BID/PROPOSAL ACKNOWLEDGEMENT
- 4.13. REQUESTS FOR ADDITIONAL INFORMATION BY CITY
- 4.14. ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS
- 4.15. ADDENDUM OR AMENDMENT TO SOLICITATION
- 4.16. PROPRIETARY INFORMATION
- 4.17. RECORDS RETENTION
- 4.18. CONTRACT DOCUMENT
- 5. SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS**
 - 5.1. GENERAL INFORMATION
 - 5.2. BACKGROUND
 - 5.3. SCOPE OF SERVICES
 - 5.4. OPTIONAL BENEFITS OR SERVICES
- 6. AWARD PROCEDURES/CONSIDERATION FOR AWARD**
 - 6.1. REVIEW OF PROPOSALS
 - 6.2. EVALUATION COMMITTEE
 - 6.3. EVALUATION CRITERIA
 - 6.4. ORAL PRESENTATIONS
 - 6.5. PRICE PROPOSAL EVALUATION
 - 6.6. NEGOTIATIONS
 - 6.7. CONTRACT AWARD
 - 6.8. PROTEST
- 7. PROPOSAL REQUIREMENTS**
 - 7.1. PROPOSAL SUBMISSION
 - 7.2. EXHIBITS AND ATTACHMENTS

Attachments:

A - RFP2025-2 - Exhibit A - Dec 2024 Analysis Statements

Request For Proposal #RFP2025-2

Title: Banking Services

B - RFP2025-2 - Exhibit B - Jan 2025 Analysis Statements

C - RFP2025-2 - Exhibit C - Feb 2025 Analysis Statements

D - RFP2025-2 - Draft Agreement

1. INTRODUCTION AND INFORMATION

1.1. NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed proposals until 5:30 pm (EST) on Friday, May 9, 2025, from qualified financial institutions capable of providing Banking Services. Proposers shall comply with all rules and regulations for these services and follow the terms, conditions, and specifications contained in this solicitation. The Awarded Proposer shall provide all labor, materials, insurance, and incidentals for the solution to the City of Cooper City.

Banking Services RFP RFP2025-2

The detailed Request for Proposal (RFP) shall be obtained online at

<https://procurement.opengov.com/portal/coopercity/projects/160363>.

Proposals must be submitted to the OpenGov Procurement Portal no later than 5:30 pm (EST), Friday, May 9, 2025.

All questions must be submitted in writing via the OpenGov Procurement Portal by Wednesday, April 30, 2025 at 12:00 pm. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's eProcurement Portal. Proposers may also click "Follow" on this bid to receive an email notification when answers are posted. Proposers are responsible for checking the website for answers to inquiries. Changes to the solicitation, if any, will only be transmitted by written addendum. Proposals cannot be submitted via fax or e-mail.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all proposals/proposals and to make awards in the best interest of the City.

The Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposal between a potential vendor, service provider, proposer, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager, Staff, and any member of the City's selection or evaluation committee. See Sec 2-269.5 of Cooper City Procurement Code for further information about the Cone of Silence.

CITY OF COOPER CITY

City Clerk's Office

Please publish one (1) time on: Friday, April 11, 2025

Please send invoice and proof of publication to:

Tedra Allen, MMC City Clerk

City of Cooper City

9090 SW 50 Place

Cooper City, FL 33328

TAllen@CooperCity.gov

1.2. PURPOSE

The City of Cooper City, Florida, (the "City") a municipal corporation organized and existing under the laws of the State of Florida, seeks to establish a contract for banking services.

1.3. DUE DATE & SUBMITTALS

- A. All proposals are due no later than 5:30 pm (EST), Friday, May 9, 2025, to the OpenGov Procurement Portal. Proposals shall be opened and publicly.
- B. Original copy of Proposal Form as well as any other pertinent documents must be returned in order for the proposal to be considered for award. All proposals are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Proposal Form. The City encourages early submittal of proposals.
- C. Telegraphic, facsimile and email proposals will not be accepted.
- D. Proposals received after the closing time and date will not be accepted or considered. The OpenGov Procurement Portal does not accept late entries. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Late proposals will be rejected.

1.4. PRE-PROPOSAL MEETING

Proposers are highly encouraged to attend the Pre-Proposal Meeting to be held on Friday, April 25, 2025 at 1:00 pm via Zoom: <https://coopercityfl-org.zoom.us/j/83399551520>. Attendance is HIGHLY recommended but not mandatory. The Pre-Proposal Conference is an opportunity for Proposers to receive an overview of the solicitation as well as provide an opportunity to ask questions about the Scope of Services outlined in [SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS](#). Cooper City will provide reasonable accommodations for disabled individuals requesting special assistance in order to attend or participate in this meeting; provided, however, that a request for such assistance is made to the City Clerk's Office at least 72 hours prior to the scheduled meeting. Please call 954-434-4300.

1.5. ELIGIBILITY AND COMPETENCY OF PROPOSERS

To be eligible for award of a contract in response to this solicitation, the Proposer must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.6. CONTRACT TERM

The City intends to award a contract that shall remain in effect for an initial period of five (5) years, with one (1), five (5) year option-to-renew.

The City reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period. If this right is exercised, the City shall notify the Proposer, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Proposal Form, the Proposer hereby acknowledges and agrees to this right of the City. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the City and the Contractor, upon approval by the City Commission.

1.7. SUPPLY/DELIVERY LOCATION

All work performed under this agreement will be ordered by and delivered to the City of Cooper City, either remotely or in-person.

1.8. PRICE

Proposer/Proposer warrants, by virtue of proposing, that the proposal and prices quoted in the solicitation will be firm for acceptance by the City for a period of at least one-hundred eighty (180) days from the proposal due date unless otherwise stated herein. Proposer acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a proposal.

1.9. EQUITABLE ADJUSTMENT

The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Proposer's control; 2) the volatility affects the marketplace or industry, not just the particular successful Proposer's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Proposer that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Purchasing Division.

1.10. METHOD OF AWARD

The City anticipates entering into an agreement with the responsive, responsible Proposer, whose proposal is determined to be the most advantageous to the City and in accordance with the criteria established in the RFP. The proposal must provide clear and concise information of the Proposer's capability to satisfy the requirements of the RFP.

If, in the opinion of the City, the awarded firm is deemed non-satisfactory to the city's requirements and performance specifications, as described herein, the City reserves the right to terminate the contract per the termination of contract provisions. In addition, the city reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.

The City reserves the right to automatically extend the contract for a maximum period not to exceed one-hundred and eighty (180) calendar days, in order to provide the City with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Proposer, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Proposal Form, the Proposer hereby acknowledges and agrees to this right of the City.

1.11. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY.

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, respective contract number and shall be submitted to the Accounts Payable division of Finance to AccountsPayable@CooperCity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328; with the requesting Department labeled on the mailing envelope.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

1.12. INFORMATION OR CLARIFICATION

All questions must be submitted in writing via the OpenGov Procurement Portal by Wednesday, April 30, 2025 at 12:00 pm. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's eProcurement Portal. Proposers may also click "Follow" on this bid to receive an email notification when answers are posted. Proposers are responsible for checking the website

for answers to inquiries. Changes to the solicitation, if any, will only be transmitted by written addendum. Proposals cannot be submitted via fax or e-mail.

1.13. BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Proposal number and shall be submitted to the Accounts Payable division of Finance located at 9090 SW 50 Place, Cooper City, FL 33328, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to AccountsPayable@CooperCity.gov.

1.14. WRITTEN CONTRACT

The Awarded Proposer/Successful Proposer shall be required to enter into a written Contract with the City. The Contract form shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

2. SOLICITATION SCHEDULE

2.1. SOLICITATION SCHEDULE

Request for Proposal Advertisement Date:	April 11, 2025
Pre-Proposal Meeting (Non-Mandatory):	April 25, 2025, 1:00pm https://coopercityfl-org.zoom.us/j/83399551520
Questions & Answer Deadline:	April 30, 2025, 12:00pm
Proposal Due Date:	May 9, 2025, 5:30pm

Schedule subject to change

3. GENERAL CONDITIONS

3.1. SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

3.2. PROPOSAL TABULATION

Proposers desiring a copy of the Proposal tabulation may obtain one online at <https://procurement.opengov.com/portal/coopercity/projects/160363>, once the tabulation has been completed.

3.3. NO PROPOSAL

The City asks that Firms which do not intend on submitting a proposal, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification may be cause for removal of a supplier's name from the Bid/Proposal mailing list.

NOTE: In order to qualify as a respondent, a Proposer shall submit a "no proposal" and same shall be received no later than 5:30 pm, Friday, May 9, 2025.

3.4. TAXES

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the task order, Purchase Order, or other authorizing City Document.

3.5. MISTAKES

Proposers are expected to examine the specifications, delivery schedules, Proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be on the Proposer. In the case of a discrepancy in computing the total amount of the Proposal, the UNIT PRICE quoted shall govern.

3.6. ESTIMATED QUANTITIES

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

3.7. PROTESTS, APPEALS AND DISPUTES

Any actual or prospective proposer, bidder, offeror, or contractor who is aggrieved in connection with this solicitation or the award of the resulting contract may protest to the City's Procurement Division. Protests shall be submitted in writing to the Purchasing Division no later than five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the City of Cooper City, in an amount equal to five percent of the total bid or estimated contract amount, or \$5,000.00, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An irrevocable letter of credit or other form of approved security, payable to the City, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the City may proceed to award the contract as if the protest had never been filed. (see [Cooper City Code of Ordinances Section 2-265](#) for further information.)

3.8. NON-CONFORMANCE TO CONTRACT CONDITIONS

Services may be tested for compliance with specifications. Services delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These services and services not delivered as per delivery date in Bid/Proposal and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Proposer. Any violation of these stipulations may also result in:

- A. Vendor being blocked from submitting bids/proposals;
- B. All City Departments being advised not to do business with vendor.

3.9. DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

3.10. LEGAL REQUIREMENTS

Federal, state, county and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

3.11. PATENTS AND ROYALTIES

The Proposer, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any alleged or actual infringement of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of

Cooper City, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.12. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Proposer warrants that the products supplied and services rendered to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

3.13. ANTI-DISCRIMINATION

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.14. DEFAULT

In the event of default on a contract, the Successful Proposer shall pay all attorneys' fees and court costs incurred by City defending any suit or action arising from this solicitation or the resulting agreement, including any costs incurred to collect any liquidated damages. The City further reserves the right to retain any bonds issued with the Proposal.

3.15. DISCLAIMER

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this solicitation postpone or cancel at any time this RFP process; or waive any formalities of or irregularities in the bidding process. Proposals that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all proposals are analyzed, organizations submitting proposals that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the proposal, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this solicitation constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the proposal satisfies the criteria established in this solicitation. In all cases the City shall have no liability to any respondent for any costs or expense, incurred in connection with this solicitation or otherwise.

3.16. EVIDENCE

The submission of a proposal shall be prima facie evidence that the Proposer is familiar with and agrees to comply with the contents of this solicitation.

3.17. ASSIGNMENT

The Successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract to any person, company or corporation without prior written consent of the City.

3.18. INDEMNIFICATION

The Successful Proposer shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or § 768.28, Florida Statutes, as may be amended from time to time.

3.19. NON-EXCLUSIVE

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

3.20. FORCE MAJEURE (UNCONTROLLABLE CIRCUMSTANCES)

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

- A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Successful Proposer will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

3.21. CANADIAN COMPANIES

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

3.22. COLLUSION

By offering a submission pursuant to this request for proposal, the Proposer certifies the Proposer has not divulged, discussed, or compared his/her proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. The Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to his/her own organization, that in connection with this solicitation:

- A. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.

- B. Any prices and/or cost data quoted for this solicitation have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor.
- C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- D. The only person or persons interested in this proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into.
- E. No person or agency has been employed or retained to solicit or secure the award of the solicitation upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

3.23. CONE OF SILENCE

Pursuant to Sec 2-269.5 of Cooper City Procurement Code:

- A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal/Invitation to Bid/Proposal between:
 - 1. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
 - 2. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his/her staff, any member of the City's selection or evaluation committee.
- B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his/her designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.
- C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.
Exceptions to Applicability: The provisions of this section shall not apply to:
 - 1. Oral communications at pre-solicitation meetings;
 - 2. Oral presentations before selection or evaluation committees;
 - 3. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
 - 4. Communications regarding a particular solicitation between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

- D. Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.
- E. Clarification: Please contact the City's Purchasing Division or the City employee designated responsible for administering the procurement process for this solicitation for any questions concerning "Cone of Silence" compliance.

3.24. ELIGIBILITY

All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this solicitation shall comply with all laws of the United States concerning work eligibility.

3.25. PROPERTY

Property owned by the City is the responsibility of the City. Such property furnished to the Successful Proposer for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Proposer shall be the responsibility of the Successful Proposer. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Proposer. In the event such property is destroyed or declared a total loss, the Successful Proposer shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

3.26. TERMINATION FOR DEFAULT

If Successful Proposer defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Successful Proposer shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Proposer was not in default or (2) the Successful Proposer's failure to perform is without his/her or his/her subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City.

3.27. TERMINATION

A. Default by Contractor

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure. The City shall be the sole judge of nonperformance.

B. City Termination

1. In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Contractor which has not been remedied within thirty (30) days after receipt of written notice from City specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided that Contractor has undertaken the cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), City, may if such breach or default is continuing, terminate this Agreement upon written notice to Contractor.
2. If Contractor shall fail to cure its breach or default as specified in this Section, City may terminate this Agreement upon thirty (30) days written notice. In such case, Contractor shall not be entitled to receive further payment for services rendered from the Effective Date of the Notice of Termination.

3. In addition, City may invoke performance and payment bonds and may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in City's sole opinion shall be required for the completion of the Agreement.
4. All damages, costs and charges incurred by City, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Contractor. In case the damages, and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.
5. If after Notice of Termination it is determined for any reason that Contractor was not in breach or default, then the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in this Section.
6. Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.
7. The following events shall, without limitation, constitute a Material Breach or a Material Default by Contractor for purposes of this Section:
 - a. Contractor shall abandon as hereinafter defined, the performance of services for a period of five (5) consecutive calendar days unless caused by event of Uncontrollable Force. As used herein, the term "abandon" shall refer to voluntary cessation of performance of service.
 - b. The failure of Contractor to pay amounts owed to City under the terms of this Agreement within fourteen (14) calendar days after such amounts become finally due and payable.
 - c. In the event that the Contractor becomes financially distressed as evidenced by one or more of the following:
 - i. Contractor fails to pay its debts when they become due;
 - ii. Contractor has filed for relief or reorganization and bankruptcy or insolvency;
 - iii. Contractor makes an assignment for benefit of its creditors in lieu of taking advantage of any available bankruptcy or insolvency law;
 - iv. Contractor shall consent to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; or if Contractor is adjudicated insolvent or shall take corporate action for the purpose of any of the foregoing.
 - d. The default by Contractor with respect to any obligation to any third party pertaining to Contractor or to the Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of Contractor, to assume control of Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.
 - e. If Contractor shall fail to submit a Performance Bond or a renewal or substitute Performance Bond as required pursuant to this Agreement.

- f. If Contractor shall fail to diligently perform its work in accordance with the requirements of this Agreement. The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Successful Proposer will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

C. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

D. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

3.28. CONFIDENTIALITY

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

3.29. GOVERNING LAW AND VENUE

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

3.30. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this solicitation or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and the Successful Proposer, or to create any other similar relationship between the parties.

3.31. AUDITS

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2022), as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after

termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

3.32. PUBLIC RECORDS

- A. The Successful Proposer agrees to keep and maintain public records in Successful Proposer's possession or control in connection with Successful Proposer's performance under this Agreement. Successful Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Successful Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City custodian of public records, Successful Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Awarded Vendor shall be delivered by the Successful Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Successful Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Successful Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Any compensation due to Successful Proposer shall be withheld until all records are received as provided herein.
- F. Successful Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

G. In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK
CITY OF COOPER CITY

9090 SW 50 PLACE
COOPER CITY, FL 33328
954-434-4300 x #291
PRR@cooperCity.gov

3.33. SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

3.34. E-VERIFY

- A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- B. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- C. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- D. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

3.35. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

PROPOSERS AND PROPOSERS ARE HEREBY NOTIFIED OF THE INCLUSION OF FLORIDA STATUTE §287.05701, AS MAY BE AMENDED, REGARDING CONSIDERATION OF VENDOR RESPONSIBILITY:

§287.05701 Prohibition against considering social, political, or ideological interests in government contracting. —

- A. As used in this section, the term "awarding body" means:
 - 1. For state contracts, an agency, or the department.
 - 2. For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.
- B. An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
 - 1. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.
- C. Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

4. SPECIAL CONDITIONS

4.1. SPECIAL CONDITIONS

The following Special Conditions shall be added to the General Conditions shown above (Section III).

4.2. MINIMUM REQUIREMENTS (DEMONSTRATION OF COMPETENCY)

Proposers shall be in the business of banking services and financial services and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or their key staff assigned to this solicitation, have the managerial and financial ability to successfully perform the work and successfully provided services with similar magnitude to those specified in the scope of services to at least three entities of similar size and complexity to the City of Cooper City.

Should Proposer have provided service for Cooper City within in the past 5 years or be a current service provider, Proposer must indicate what work was performed, contract number if available and contract/project value of the work performed.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- A. Proposer shall provide proof of holding the proper license/qualifications to perform the scope of work set forth within this solicitation, to include but not limited to the following:
 - a. State of Florida Charter Bank License or Federal Banking License
 - b. Certified as a "Qualified Public Depository" under Chapter 280 Florida Statutes. [Qualified Public Depositories](#)
 - c. Being a member of the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Administration (NCUA)
 - d. Being a member of the Federal Reserve System

- B. Proposer must be listed on the most recent financial institutions chartered and regulated by the Office of the Comptroller of Currency (OCC), including national banks, federal savings associations, credit card banks and trust banks. [Financial Institution Lists | OCC](#)
- C. Proposer or principals shall have relevant experience in banking services and financial services. Proposer's staff assigned to this solicitation must have a minimum of three (3) years of experience in banking services and financial services of similar size and complexity to the City of Cooper City.
- D. The Proposer shall provide five (5) references from verifiable clients; at least a minimum of three (3) of the clients being public entities, government agencies and/or municipalities of similar size and scope as outlined in this RFP. Please ensure the contact information provided is up to date and accessible. Proposer must complete References Section to meet this requirement.
- E. The Proposer must have received an unqualified opinion in its audited financial report for each of the last two (2) completed years. Proposer must provide a copy of the opinion with Firm's response.
- F. The Proposer must provide a link to or submit their most recent audited financial statements to substantiate the financial stability of the Proposer. Please note, financial statements are exempt from public records request. Proposer shall indicate its effective date and amount of capital and surplus from this report in the Audited Financial Statements section.
- G. Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City. Firm or principals shall have no record of judgements, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Proposer as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

Pre-award inspection of the Proposer/proposer facility may be made prior to the award of contract. Bid/Proposals shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid/Proposal. Proposers shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient

financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

The City may, during the term of the Contract between the City and the Successful Proposer is in force, review the Successful Proposer's record of performance to ensure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Successful Proposer's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Successful Proposer no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

4.3. TIME OF COMPLETION

By virtue of the submission of a Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Awarded Vendor agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

4.4. INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Management office.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

4.4.1. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

4.4.2. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

4.4.3. Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

4.4.4. Insurance Certificate Requirements

- A. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- B. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- C. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- D. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- E. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- F. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- G. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- H. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Cooper City – Risk Management Office
9090 SW 50th Place
Cooper City, FL 33328-4227

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

4.5. INSURANCE - SPECIAL COVERAGES

4.5.1. Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

4.5.2. Disposal Coverage

Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

4.6. VARIANCES

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining proposal responsiveness and in allocating evaluation criteria points.

4.7. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

4.8. SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the prior written approval of the City.

4.9. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around Cooper City. Damage to public and/or private property shall be the responsibility of the Successful Proposer and shall be repaired and/or replaced at no additional cost to the City.

4.10. CONTRACTOR'S COSTS

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

4.11. MODIFICATION OF SERVICES

While this contract is for services provided to the department referenced in this request for proposals (RFP), the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

4.12. BID/PROPOSAL ACKNOWLEDGEMENT

By submitting a proposal, the Proposer certifies that they have fully read and understands the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

4.13. REQUESTS FOR ADDITIONAL INFORMATION BY CITY

The Proposer shall furnish such additional information as the City may reasonably require. This includes information which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office or other authorities.

4.14. ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the proposals.

4.15. ADDENDUM OR AMENDMENT TO SOLICITATION

If it becomes necessary to revise or amend any part of this solicitation, the City's Purchasing Division shall furnish the revision by written addendum and will post all addenda within the OpenGov Procurement Portal.

4.16. PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposal and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from Proposers in response to this solicitation will become the property of the City and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

4.17. RECORDS RETENTION

The Successful Proposer awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

4.18. CONTRACT DOCUMENT

The entire contents of this Request for Proposal along with the Proposer's or Proposer's proposal and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

5. SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

5.1. GENERAL INFORMATION

5.2. BACKGROUND

The City of Cooper City is a metropolitan municipality serving more than 34,000 residents and encompassing an area of 8 square miles. The purpose of this Request for Proposals is to obtain the services of a qualified financial institution to provide Banking Services for the City's Finance Department, in conformity with the requirements contained herein. There are several services which are required as a part of this RFP; only services included in a Proposer's submittal will be considered. It is the intent of the City to select one financial institution to provide full banking services for all City funds, except for its employee's pension funds, which are organized and administered separately. The objective is to obtain the best banking services while minimizing the cost to the City.

5.3. SCOPE OF SERVICES

5.3.1. SCOPE OF SERVICES

Proposer's shall address at a minimum the following objectives:

1. Actual daily operational banking needs of the City of Cooper City.
2. Provide maximum service to the City of Cooper City while minimizing costs to the City.

General Overview of Banking Services

Operating Account	Accounts Payable Account
Automated Clearing House (ACH)	Wire/Funds Transfers
Information Reporting	Account Reconciliation
Returned Items	Positive Pay
Online Retrieval of Check and Deposit Images	Remote Deposit Capture

5.3.2. ONLINE ACCOUNT ACCESS

The bank shall provide a secure, web-based solution that will allow the City online access to all City bank accounts. The system will enable the City user to communicate with the bank, download and archive information, provide daily reporting, facilitate viewing and printing of the front and back of cleared checks, deposit slips, individual deposit items, etc., execute online stop payments, perform wire transfers, and access detailed ACH information. Preferably, all activities should be done on one central online website. If not, please submit a list of the different online sites they use for each service type (i.e., fraud control, online treasury, ACH control, deposits, etc.) The City currently utilizes an internet-based treasury management system to view and print daily balances and detailed transactions for its accounts. The City wishes to continue utilizing this type of treasury management system. The treasury management system will also allow for user security levels to be set up by a system administrator to access its features.

The bank must have the ability to provide the City with access to online balance and account activity reporting with the following minimum prior day and current day information:

1. Closing ledger balance
2. Collected balance
3. One (1) day float
4. Two (2) days float
5. Total credits
6. Number of credits
7. Total debits
8. Number of debits
9. Opening ledger balance
10. Opening available balance
11. Current available balance

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

- A. Deposits
- B. Wire transfers (incoming and outgoing)
- C. ACH transfers (incoming and outgoing)
- D. Internal bank account transfers
- E. Other bank credits and charges
- F. Individual check amounts aid along with corresponding check numbers and date cleared.

Other

The City utilizes BS&A, Rec Track and Invoice Cloud financial systems to process payments. The successful bank shall demonstrate past experience with integrating with the BS&A, Rec Track and/or Invoice Cloud or a comparable systems in the following ways:

- A. Electronic processing of Positive Pay files
- B. Electronic processing of check reconciliation files
- C. Export and import ACH electronic payment files

5.3.3. DAILY BALANCE REPORT NOTIFICATION

The awarded Bank will be required to provide a daily balance notification to City of Cooper City. This notification will be required by 8:00 am, via a computer terminal. This notification will be to the attention of the Finance Department and will consist of the following minimum information:

- A. Ledger Balance
- B. Available (or collected balance)
- C. Float for 1, 2 and 3 day
- D. Summary of debit and credit postings

The available balance shall include the proceeds returned to the Bank from any bank-initiated repurchase agreement from the previous business day. It shall also include the proceeds of all wire transfers received the previous business day, regardless of time of receipt.

5.3.4. PROACTIVE NOTIFICATION

The awarded Bank will be required to provide the daily balance proactive notification to City of Cooper City. This notification will be required by 8:00 am, via a computer terminal. This notification will be to the attention of the Finance Director and Assistant Finance Director, and will consist of the following information:

- 1. Positive Pay decision
- 2. Returned items – Checks deposits or ACH
- 3. Wire transfers – Incoming or outgoing (this notification should also occur real-time.)

5.3.5. BANK ACCOUNTS

The City currently maintains one operating account, one accounts payable (zero-balance) account and one Development Impact Fee account.

Operating/ Account (Master Account)

All balances will be maintained in this (operating) account. The Accounts Payable, Payroll, Electronic Merchant System, Credit Cards and Utility accounts will be reimbursed at the close of the business day, or at the opening of the business day following the day the checks are presented for payment, depending on the Bank's policy. All collected balances in the City's accounts will be transferred to the Operating/Master Account at the close of each business day. The Master Account should be an account specifically designed for deposits of public funds. This account shall be interest bearing. All wire transfers and ACH debits and credits (except for certain payroll transactions) will be made to and from this account. All deposit tickets will reflect the account number for the Operating account.

Accounts Payable Account (Zero Balance Account)

This account will be used solely to process disbursements for accounts payable. All disbursements will flow through this account (zero-balance). There will not be any direct deposits into this account, except for the bank transfers to cover checks presented for payment. The accounts payable (zero-balance) account will always have a zero ledger balance at the beginning of each business day.

The accounts payable (zero-balance) account will be established as a controlled disbursement account and to isolate accounts payables and utility ACH. Deposits to the accounts payable (zero balance) accounts will be electronic.

Development Impact Fee Account

An account that the City uses to manage impact fees, which are one-time charges levied on developers to help finance infrastructure and public services needed to accommodate new development.

Other Accounts

Other accounts may be established over the contract term by the city of Cooper City. These accounts may operate the same as the accounts payable/zero-balance account indicated above or will be an addition account established for a specific purpose.

5.3.6. AVAILABILITY OF FUNDS

Awarded Bank agrees to credit the City's Concentration Account for Incoming Wire Transfers the same day, regardless of time of receipt during the day.

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

5.3.7. DEPOSIT PROCESSING AND REMOTE DEPOSIT CAPTURE

The bank will provide the ability to deposit checks using remote deposit capture. A check scanner and appropriate software will be provided to the City to digitally capture the check images for deposit. The deposit will be balanced, and an electronic deposit slip created. Proposer shall describe its remote deposit capture services to include related costs to the City.

The Proposer will specify the requirements for depositing checks and currency along with its availability schedule for deposited items: cash, in-state checks, out-of-state checks, foreign checks, etc. The bank will allow deposits with an attached breakdown of individual checks rather than itemizing each check on the deposit slip.

5.3.8. FOREIGN CHECK DEPOSITS

On occasion, the City receives Canadian and other foreign checks for payment of building permits and other services. Canadian and foreign checks will be deposited in U.S. dollars on the day of deposit. A foreign exchange adjustment will not be permitted.

5.3.9. CASHING PETTY CASH CHECKS

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

5.3.10. RETURNED CHECKS

All returned checks due to insufficient funds shall be automatically re-deposited a second time. Please include your charge (if any) for this item. If a check is returned a second time, the Bank will return the check to the City. NSF checks will be debited to the Operating Account.

5.3.11. POSITIVE PAY

The bank shall provide Positive Pay to ensure the City's protection and security against fraud and theft. The City will transmit check files bi-weekly on Wednesdays for payroll disbursements and weekly on Fridays or more frequently, if necessary, for accounts payable disbursements. These dates will be moved back for holidays which fall on Friday. The bank shall have the capability to accept an uploaded file from the City's accounting system as well as manual entries into the Positive Pay software for checks issued during interim periods. The Proposer shall provide details of the bank's process as it relates to this system and discuss alternative procedures should the City be unable to transmit the file electronically (i.e. during a disaster). The bank will contact the City via phone or email if the City has not provided instruction to pay or return a check prior to the Positive Pay cut-off deadline. The file that is sent to the bank includes the check date, check number, payee and amount.

5.3.12. WIRE TRANSFERS

The City receives various wire transfers throughout the month. The City will also disburse funds via repetitive wire transfers upon on-line requests of an authorized person, or non-repetitive wire transfers upon on-line request of an authorized person and confirmation by a second authorized person.

The City desires to enter into a Wire Transfer agreement with the awarded Bank for all incoming and outgoing wire transfers. The Bank is requested to provide a copy of its Wire Transfer agreement with its Proposal. Said agreement must take into consideration the provisions of UCC Article 4A.

5.3.13. LINE OF CREDIT

Proposers shall indicate the dollar amount of credit they would be able to extend to the City on a short-term basis through promissory note or line of credit, if the City decides to avail itself of such service from Proposer's institution. The loan funds may be provided either directly by Proposer's institution or by Proposer's institution as the lead bank with other participating banks.

5.3.14. STATEMENT AND ADVICE FREQUENCY

Monthly bank statements will be for the full calendar month and will be delivered to the City's Finance Department within five (5) business days after the end of the month.

A Monthly Account Analysis Statement Report for a particular month will be completed and delivered to the City's Finance Services Department within ten (10) business days after the end of the month. This analysis will contain unit cost, monthly units, average daily balance, float and any and all charges for activities related to services performed for the City. The payment of fees (preferable settled and paid monthly) to the Bank can be by hard dollar payment, deducted via account analysis from interest or using a compensating balance with the bank.

5.3.15. ACCOUNT RECONCILIATION

The awarded Bank shall provide reconciliation service for all accounts specified in the RFP. Reconciliation services include at least the following requirements:

- Checks paid to the Bank each month via modem, diskette or alternative medium suitable to the City's operating requirements.
- Return of all canceled checks or check images, sorted by check number, on a monthly basis or provide electronic access for canceled checks.
- Return of all other items, such as debit and credit memos, and deposit tickets in date order on a monthly basis.

5.3.16. OVERDRAFT

The City will deposit funds equal to or exceeding the gross amount of checks issued and/or wire transfers out. However, if an overdraft occurs due to a clerical error or oversight, all checks presented for payment shall be honored. The Bank will notify the Director of Finance immediately so that corrective action can be taken.

5.3.17. STOP PAYMENTS

All Stop Payment Orders will be transmitted either through a PC connection to the Bank or via phone with written follow-up. Upon receipt of the order, the Bank will examine their records and inform the City as to whether the specified check has or has not been cashed. If the Bank determines that the specified check has been paid, the Bank will forward to the City a copy of said check. If the Bank determines that the specified check has not been paid, the Bank will immediately issue its internal stop payment order and confirm the execution of said order to the City. Cancellations of Stop Payment Orders (if any) will be processed as above.

5.3.18. BANKING SUPPLIES

The depository Bank will provide all necessary banking supplies. These shall include, but not be limited to, deposit bags, coin wrappers, deposit slips (original and two copies) and deposit stamps. The Bank will also be responsible for paying the cost of blank check stock for all the disbursement accounts. Said check stock shall be ordered by the City from the vendor of its choice but shall be paid for by the depository Bank. The cost of said checks may be added to the Bank's cost of servicing the City's accounts.

5.3.19. COIN SORTING

The City anticipates that it will have approximately \$1,000.00 per month in loose coins to be sorted and counted. The mix of the coinage will vary from month to month. The City will bring coins to the bank.

5.3.20. DESIGNATED ACCOUNT EXECUTIVE

The City requests that the proposing banks provide the names of a designated account executive, as well as an alternate. The designated account executives must have the authority to make timely decisions in the normal course of business.

Resumes must be provided for all key account executives designated to service this account.

5.3.21. ACCESS TO BANK RECORDS

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

5.3.22. AUTOMATIC FUNDS TRANSFER (AFT) / AUTOMATIC CLEARING HOUSE (ACH DEBIT)

The City offers its utility customers the option of paying utility bills via Automatic Funds Transfer (AFT)/Automatic Clearing House (ACH debit). The City currently has approximately 12,000 utility customers; approximately 20% of these customers use Automatic Funds Transfer to pay utility bills.

Please provide a complete description of any AFT/ACH program you may have. Include details of the City's data transfer requirements and a listing of all fees (if any).

The State of Florida, the US Government, Broward County, Franchisees and other entities send approximately thirty (30) Automated Clearing House (ACH) transactions per month to the City.

The Bank shall offer the City the ability to lock all bank accounts from ACH debits from outside sources, with the exception of the Internal Revenue Service, the Florida Department of Revenue, the Merchant Provider (Credit/Debit account) and specifically authorized agencies. The City shall provide this exception to the Bank in writing.

5.3.23. CHARGES

Coins and currency are occasionally requested by various departments within the City. Proposer shall provide a standard fee (if any) for providing this service as required. Also, the ability to go physically to the bank to exchange cash for coins as needed.

At no time will any charges be applied against any of the accounts established through this RFP. All charges will be paid through the account analysis. Should the City desire to add services not contemplated in this RFP, those charges will be covered by inclusion in the analyzed services or by direct invoice, as directed by City. Unless agreed to by the City of Cooper City, this RFP will contain all the costs associated with providing banking services, as requested, to the City of Cooper City. Additional costs not previously approved or authorized by City will not be paid.

All debit and credit memos required to adjust errors caused by the Bank will not be charged to the City. A copy of the particular deposit slip must accompany all deposit errors. All bank errors must be corrected within three (3) business days of notification by the City.

5.3.24. ADDITIONAL ACCOUNTS AND SERVICES

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

Propose any new financial services, plans or practices deemed to be in the best interest of the City if not otherwise addressed in this Proposal.

5.3.25. MISCELLANEOUS ITEMS

Please outline any Banking Incentive Programs for City employees such as:

- A. One day early direct deposit of paycheck
- B. Free or reduced cost checking accounts for employee and family member(s)
- C. Reduced rate loans
- D. No credit check loans
- E. No credit check credit card
- F. Holiday loan program
- G. Other free or reduced cost services provided to Bank customer's employees.

5.3.26. OPTIONAL BENEFITS OR SERVICES

Proposers may offer optional benefits or services to the City to be included in their proposal that are not listed in this RFP. Proposers should include these optional benefits or services and any costs as part of their response to the RFP. Operational services can be services which the bank or the City feels would be in the best interest of the City. These services could also include solutions for residents and businesses to more efficiently and conveniently pay for City services and other charges.

5.4. OPTIONAL BENEFITS OR SERVICES

Contractor may offer optional benefits or services to the City to be included in the contract that is not listed in this RFP. Contractors should include these optional benefits or services and any costs as part of their response to the RFP.

6. AWARD PROCEDURES/CONSIDERATION FOR AWARD

6.1. REVIEW OF PROPOSALS

The City will review each proposal for responsiveness and compliance; ensuring that each proposal received meets all the specified submission requirements, including submission deadlines, required documentation, and adherence to procurement guidelines. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined within this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

6.2. EVALUATION COMMITTEE

Members of the Evaluation Committee may include but shall not be limited to, representatives of the end user agency, including any assigned project manager, or individuals who may possess a level of skill or expertise related to the scope of work. All meetings of an

evaluation committee shall be open to the public in accordance with the Florida Sunshine law, as amended, and public notice shall be conspicuously posted by the City. The Evaluation Committee shall review and evaluate each Proposal.

Each voting Committee member will discuss proposals and assign points during the review process. Each voting member of the Evaluation Committee will first score each proposal for Technical Criteria; based on the Technical Criteria listed in [EVALUATION CRITERIA](#). Individual scores will be combined to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score may be eliminated from further consideration.

After the composite technical score for each firm has been established the sealed dollar cost proposal will be opened and additional points will be assigned, based on each Proposer's proposed price. Sealed dollar proposals will not be opened until the appropriate time. The Purchasing Division will provide the final rank to the City Manager. The City of Cooper City reserves the right to retain all proposals submitted and use any idea in the proposal regardless of whether that proposal is selected.

6.3. EVALUATION CRITERIA

Each member of the Evaluation Committee will first evaluate, assess and score proposals objectively, considering the this Request for Proposal and the technical criteria listed below. Upon the conclusion of scoring the technical criteria, Proposers may be shortlisted and Proposers with an unacceptably low technical score may be eliminated from further consideration. Sealed pricing will be opened and evaluated after Proposer's have been scored and ranked for technical. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation Committee member below.

Technical Criteria

No	Evaluation Criteria	Scoring Method	Weight (Points)
1.	1. Qualifications and Experience of Firm and Key Personnel Provide relevant experience and qualifications of key personnel (i.e. designated representative, project manager, etc.), including key personnel of subcontractors, that will be assigned to the City's accounts and experience and qualifications of subcontractors, if applicable. (recent experience conducting work of similar scope, complexity, and magnitude for other agencies of similar size, references). Banking Experience and Financial Stability. Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.	Points Based	25 (35.7 % of Total)
2.	2. Approach Includes the proposer's ability to provide the requested scope of services. State of the Art Technology – Online services/information reporting capabilities. Management policies and customer service structure.	Points Based	30 (42.9 % of Total)
3.	3. Transition Plan Proposer's plan from contract commencement to closeout. Detailed transition plan outlining the steps and timeline for switching banks; identifying critical tasks, such as transferring funds, updating direct deposits and withdrawals and informing clients and vendors.	Points Based	15 (21.4 % of Total)

Price Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Price Proposal Pricing, fees and interest earning/earnings credit rate	Points Based	30 (100% of Total)
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6.4. ORAL PRESENTATIONS

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

6.5. PRICE PROPOSAL EVALUATION

Each Proposer shall provide a price proposal as outlined within this solicitation and as described in the Scope of Work of this RFP. Pricing submitted in any other format will not be accepted or considered. Proposers shall provide pricing on all line items listed. Failure to do so may deem the Proposer non-responsive. The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured; the City shall seek the Successful Proposer to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

Price proposal(s) will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the City's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The price evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The City reserves the right to negotiate the final terms, conditions and/or revenue of the contract as may be in the best interest of the City.

6.6. NEGOTIATIONS

The City, at its sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the City engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price. Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No

Proposer shall have any rights against the City arising from such negotiations or termination thereof.

6.7. CONTRACT AWARD

Award shall be made to the responsible offeror whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The City reserves the right to waive any and all formalities of the proposal procedure and to award the proposal in the best interest of the City. The City may require additional information and Proposers shall agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

6.8. PROTEST

Any Proposer who is aggrieved in connection with the solicitation or award of a contract may protest may file a protest in accordance with Sec. 2-265 of the City's Code.

7. PROPOSAL REQUIREMENTS

7.1. PROPOSAL SUBMISSION

Inquiries concerning this Request for Proposal and the subject of the Request for Proposals shall be directed to the OpenGov Procurement Project Portal at <https://procurement.opengov.com/portal/coopercity/projects/160363>

The following material is required to be submitted by Friday, May 9, 2025 for a contractor to be considered.

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included:

- Consultant Identification
- Technical Proposal
- Cost Proposal (if applicable)

1. Technical Proposal

Proposals must be submitted by Friday, May 9, 2025 to be considered.

All proposals submitted shall thoroughly address and be presented in accordance with the requirements outlined below.

1.1. *Title Page**

Title Page: List the following:

1. RFP2025-2, Banking Services
2. Date
3. Name of the Firm
4. Contact Person (including title) authorized to represent your firm
5. Telephone Number
6. Email Address

*Response required

1.2. *Table of Contents**

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

*Response required

1.3. *Technical Proposal**

General Requirements - The purpose of the technical proposal to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included:

- **Cover Page**
- **Consultant Identification:** Provide the name of the individual or firm, the individual or firm's principal place of business, and the name and telephone number of the contact person as well as a brief narrative description of the consultant or consulting team, organization, and general experience.
- **Technical Proposal**
 - Refer to Section 5 – Scope of Services/Technical Specifications
 - Schedule - This refers to the proposed detailed project schedule and the Offeror's ability to meet the City's transition schedule to begin providing all required services.
 - **Executive Summary**
 - **Proposer Team Identification, Qualifications, and General Information**
 - State the office location that will be serving the City.
 - Provide proof of holding the proper license/qualifications to perform the scope of work set forth within this solicitation, to include but not limited to the following:
 - State of Florida Charter Bank License or Federal Banking License
 - Certified as a "Qualified Public Depository" under Chapter 280 Florida Statutes. Qualified Public Depositories
 - Being a member of the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Administration (NCUA)
 - Being a member of the Federal Reserve System
 - Provide a copy of Proposer's unqualified opinion in its audited financial report for each of the last two (2) completed years the opinion with Firm's response.
 - Provide a link to or submit their most recent audited financial statements to substantiate the financial stability of the Proposer. Please note, financial statements are exempt from public records request. Proposer shall indicate its effective date and amount of capital and surplus from this report in the Audited Financial Statements section.
 - Provide resumes, with a minimum of 3 years of history, describing the qualifications and relevant experience of the proposed Project Manager and all key personnel who will be assigned to this project, with emphasis on designing and implementing job classification and compensation systems for public entities and to the extent to which team members have participated in projects similar in scope. Note: List staff that will actually perform the work. No substitutions will be permitted without the express written approval of the City. The following additional information regarding your proposed project staff shall also be included:
 - Provide an organizational chart of the proposed project team.
 - Identify the dedicated representative who will be responsible for this project.

- **Experience and Technical Qualifications**
- **Relevant Project Experience**
- **Project References**
 - Provide five (5) references from verifiable clients; a minimum of three (3) of the clients being public entities, government agencies and/or municipalities of similar size and scope as outlined in this RFP.
 - Indicate the company's primary client base - private sector, public sector, or non-profit. Provide actual numbers and percentages for each sector of your client base.

*Response required

1.4. *Principal Place of Business Address (If different than vendor profile)*

1.5. *Primary Contact**

Please provide the following for your Primary Contact:

- Name
- Title
- Telephone Number
- Email Address

*Response required

1.6. *Authorized Signatory Contact**

Please provide the following for your Authorized Signatory Contact:

- Name
- Title
- Telephone Number
- Email Address

*Response required

1.7. *Remittance Information**

Please provide the following Remittance Information:

- Address
- Contact Name
- Contact Telephone Number
- Contact Email

*Response required

2. Vendor Responses

2.1. *PRICE PROPOSAL**

A Price Proposal spreadsheet is attached. The Price Proposal will be evaluated subjectively in conjunction with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the City's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The Price Proposal will be used as part of the evaluation process to determine the highest ranked Proposer. The Price Proposal Spreadsheet contains three sheets:

- Cost Sheet (required to be submitted)
- Pro Forma (required to be submitted)
- Optional Services

Failure to submit any of the required spreadsheets at the time of proposal submittal may deem your firm non-responsive.

The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

PRICE PROPOSAL SHALL BE SUBMITTED IN THIS SECTION AND NAMED "RFP2025-2 PRICEPROPOSAL NAME OF FIRM"

- [RFP2025-2 - Price Proposal....](#)

*Response required

3. Required Attachments and Professional Certifications

3.1. *PROPOSAL CERTIFICATION FORM**

I hereby declare that I have carefully examined this Request For Proposals (RFP), and any other documents made a part of this RFP.

I hereby propose to furnish the services specified in this RFP. I agree that my proposal will remain firm for a period of 180 days in order to allow the City adequate time to evaluate proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm.

☐ Please confirm

*Response required

3.2. *NON-COLLUSION AFFIDAVIT**

Please download the below documents, complete, and upload.

- [Non Collusion Affidavit.pdf](#)

*Response required

3.3. *Public Entity Crimes**

Please download the below documents, complete, and upload.

- [Public Entity Crimes.docx](#)

*Response required

3.4. *Scrutinized Companies Affidavit**

By clicking "Please confirm" below, the vendor certifies that they do not:

- A. Participate in a boycott of Israel; and
- B. Is not on the Scrutinized Companies that Boycott Israel List; and
- C. Is not on the Scrutinized Companies with Activities in Sudan List; and
- D. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- E. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

☐ Please confirm

*Response required

3.5. *E-Verify Form Under Section 448.095, Florida Statutes**

A. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
3. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

C. Contract Termination

1. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s.448.09 (1) Fla. Stat., the contract shall be terminated.
2. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
3. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
4. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
5. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

By clicking "Please confirm" below, the vendor acknowledges the information above.

☐ Please confirm

*Response required

3.6. *Non-Conflict of Interest Statement**

Please download the below documents, complete, and upload.

- [Non-Conflict of Interest.docx](#)

*Response required

3.7. *DOMESTIC PARTNERSHIP AFFIDAVIT**

Please download the below documents, complete, and upload.

- [Domestic Partnership Affida...](#)

*Response required

3.8. *Drug Free Workplace Confirmation**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print or type name of firm)

Request For Proposal #RFP2025-2

Title: Banking Services

- A. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- B. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- C. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- D. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- E. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- F. Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to confirm this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

☐ Please confirm

*Response required

3.9. *Employee Background Verification Affidavit**

By clicking "Please confirm" below, the vendor attests that all personnel used in the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

☐ Please confirm

*Response required

3.10. *Americans with Disabilities Act (ADA) Disability Nondiscrimination Statement**

Please download the below documents, complete, and upload.

- [ADA Nondiscrimination State...](#)

*Response required

3.11. *Business Entity Affidavit**

Please download the below documents, complete, and upload.

- [BUSINESS ENTITY AFFIDAVIT.docx](#)

*Response required

Request For Proposal #RFP2025-2

Title: Banking Services

3.12. *Foreign (Non-Florida) Corporation Form**

Please download the below documents, complete, and upload.

- [FOREIGN.docx](#)

*Response required

3.13. *SAMPLE - W-9 Form*

Please download the below documents, complete, and upload.

- [Sample W-9 Form.docx](#)

3.14. *Workers Compensation Insurance or Exemption**

Please download the below documents, complete, and upload.

- [Workers Comp Request for Pr...](#)

*Response required

3.15. *Ownership Disclosure Affidavit**

Please download the below documents, complete, and upload.

- [OWNERSHIP DISCLOSURE AFFIDA...](#)

*Response required