



REQUEST FOR PROPOSALS

PURCHASING DIVISION

Mailing Address:
**10770 West Oakland Park Blvd.
Sunrise, Florida 33351**

Solicitation Data

Request Number:	RFP (10)A-08
Proposal Title:	Banking, Safekeeping and Lockbox Services
Description:	The City of Sunrise requires a qualified financial institution to provide banking, safekeeping and lockbox services.
Contact	Ann Potter, CPPB, Contract Administrator
Phone:	(954) 572-2276
Fax:	(954) 572-2278

Proposal Closing

Day/Date:	Tuesday, December 14, 2010
Time:	2:00 p.m.
Location/Mail Address:	Office of the City Clerk 10770 West Oakland Park Blvd. Fourth Floor Sunrise, Fl. 33351

RFP Contents

Section 1:	Specifications/Scope of Work
Section 2:	Additional Requirements (if necessary)
Section 3:	Attachments (if necessary)
Section 4:	Instructions to Proposers
Section 5:	Terms and General Conditions
Section 6:	Proposal Execution, Submittal & Delivery Check List
Section 7:	RFP Submittal Package

NOTE: If not submitting a response, fill out and return the "Statement of No-Response" Form.

SPECIAL ACCOMMODATION:

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled pre-proposal conference or proposal closing should contact the Division of Purchasing (954-572-2274), at least five (5) days prior to the event to advise of his/her special requirements.

SECTION 1 - SPECIFICATIONS/SCOPE OF WORK

1.1 Scope of Work - Banking Services

The City of Sunrise is soliciting proposals from qualified financial institutions (hereafter referred to as “bank” or “contractor”) to provide full, integrated banking services to the City. It is the intent of the City to select only one bank to provide banking services for all funds not restricted by law or bond covenants. However, the City reserves the right to award to more than one bank if it is in the City's best interest. The bank(s) selected will be the bank(s) that best meets or exceeds the City's banking service requirements while minimizing the cost, as well as preserving capital, protecting investment principal, and maximizing the return on invested assets while avoiding unreasonable risk. Upon final approval of the negotiated banking services contract by the City Commission, the City will begin conversion of services to the new contract, with full implementation of the contract anticipated to commence on April 19, 2011. The City may delay anticipated commencement date if it is in the best interest of the City.

The City reserves the right to approve the person(s) assigned as relationship manager and cash management liaison and further reserves the right to approve in advance substitutions for assigned personnel proposed for the City’s account.

1.2 Minimum Qualifications

Bank must be a:

- 1) Federal or State chartered bank with a branch office within the legal boundaries of the City of Sunrise,
- 2) Member of the Federal Deposit Insurance Corporation;
- 3) Member of the Federal Reserve System; and
- 4) State of Florida authorized Public Depository pursuant to Chapter 280 of the Florida Statutes.

The bank must have adequate organization, facilities, equipment and personnel to insure prompt and efficient services to the City. The City reserves the right before recommending any award to inspect the organization, facilities and financial condition or to take any other actions necessary to determine the Bank’s ability to perform in accordance with the specifications, terms and conditions of this RFP.

1.3 Non-Exclusive Award

The City reserves the right to establish other bank accounts with other financial institutions as necessary, or provide for additional services from other financial institutions as determined to be in the best interest of the City.

1.4 Required Minimum Banking Services:

Bank shall provide the following:

1. Provide the proposed rate for interest calculation for the City's interest bearing checking accounts. (All checking accounts will earn interest). The major banking information for the City's bank accounts include the following:
 - a. There are currently 18 Bank accounts.
 - i. Seven will require Full Reconciliation – positive pay controls together with other fraud controls such as ACH blocks. This includes an account managed by Johns Eastern for the City's Workers Compensation program.
 - ii. The remaining 11 accounts require all the fraud controls and basic positive pay controls.
 - iii. One account is used for all cash flow activities with the City's Safekeeping account. A second Safekeeping and Cash account will be added shortly.
 - iv. There is one special use Master Zero Balance account and only one disbursement/activity account tied to it.
 - b. There are 2 additional City sponsored accounts with very little activity and not shown in the data on Exhibit C.
 - i. Police Explorers
 - ii. Sunrise Foundation
 - c. Daily Deposit tickets – average 26 tickets per day (12 cash, 14 checks). The deposits are delivered to the Bank by the City's contracted armored car service provider.
 - d. Accounts Payable issues approximately 18,600 checks annually. The City is attempting to reduce this activity by converting more of the Accounts Payable to ACH disbursements.
 - e. The Payroll system processes about 25,500 ACH direct deposits a year for current and retired employees. Payroll also issues approximately 5,400 checks annually.
 - f. The Utility Public Service department process about 60,000 ACH Customer bank drafts a year.
 - g. The City uses two (2) Lockbox centers. The Wholesale Lockbox is used by the third party billing service ADPI for ambulance/fire rescue services. The company Intuition Systems/Bill2Pay provides the lockbox processing services for the City's Utility Customer's payments.
2. Checks images are to be returned serially sorted on CD-ROM.
3. Provide on-line check imaging and image access inquiry for paid checks.
4. Provide on-line banking that allows the City to access data by 9:00am EST, including but not limited to previous day balance, current day balance, positive pay exceptions and transaction information for each designated account. At a minimum, on-line banking ability shall include initiation of stop and cancel payments, payment by ACH or wire and initiation of inter-account transfers.
5. Provide on-line check fraud detection service - positive pay.
6. Provide timely turnaround of bank correspondence, lockbox output, debit/credit advices, returned checks, etc. Provide monthly reconciliation reports, bank statements, account

analysis statements, confirmations, monthly positive pay reconciliation denoting checks paid and checks still outstanding and other report related features within a maximum of ten (10) calendar days after the close of each calendar month.

7. Provide deposit reconciliation service to include electronic imaging and electronic data storage of all checks made payable to the City and presented for deposit.
8. Automatic re-deposit of returned checks.
9. Provide direct deposit of payroll (currently approximately 900 employees) with file transmission by direct computer link. In addition, provide direct deposit of miscellaneous stipend checks drawn monthly on the City's Pooled Cash Account. Describe your time lines associated with payroll direct deposits and the impact of holidays, etc. on the time lines.
10. Provide safekeeping services with deposits and withdrawals to a dedicated account. The City would prefer to receive monthly Safekeeping Reports that will include additional information such as:
 - a. Accretion and amortization from Bond purchases.
 - b. Individual investment Book value.
 - c. Days to Maturity and Call dates.
 - d. Analysis information about the Safekeeping's account holdings.
11. Provide free checking account services to the City's employees with no minimum balance or direct deposit requirement and provide free payroll check cashing services for account and non-account holders alike.
12. Provide ability to change currency into coins within 24 hours through the City's contracted armored courier at no additional cost to the City.
13. Provide unlimited overdraft protection services.
14. Provide electronic bill payment collection services to accommodate "Check Free" or similar vendor service.
15. Provide automated bill payment service for City's customers through the use of bank drafting.
16. The City is NOT including any Credit Card Merchant Services in this RFP.
17. Provide Monthly Service Charge Analysis: A separate analysis showing the activity in each of the City's accounts for the calendar month shall be delivered to the City within ten (10) calendar days after the close of each calendar month. Each analysis shall contain the name of the account, account number, period covered, average bank ledger balance, average uncollected funds and the average collected balance. The analysis shall itemize all services provided, the items and volume processed, unit charges, extended totals, and totals of all charges. An example of this report should be included in the response.

18. Provide all applicable supplies as related to banking services specified herein, to include but not be limited to: deposit slips, coin wrappers, disposable deposit bags and endorsement stamps.
19. The Bank shall allow deposits with an attached tape of individual checks rather than itemizing each check on the deposit slip.
20. The City will occasionally need to make very large cash deposits directly to a Bank branch without using the armored car service. We will need to be able to drop these deposits at a branch that can forward it to the Bank's cash processing center.

1.5 Required Multiple Lockbox Services

1. Bank shall provide the following Retail Lockbox service:

The Bank shall provide retail lockbox services to handle Utility Customer payments of approximately 15,000 to 17,000 a month. Daily lockbox activity is transmitted by electronic file. The Bank, with City approval, may subcontract for these services with a qualified and competent lockbox provider. The Bank shall remain responsible for all work provided through the sub-contracted provider.

The Bank shall operate lockbox service through the US Postal Service. The box shall be opened and maintained in the City's name, however, owned or managed by the Bank at a unique zip code or caller box. The Bank shall pick up at, and transport from, the Lockbox mail addressed to the City. The Bank shall be responsible to open such mail, to process the contents of such mail, to endorse on behalf of the City, checks and other payment instruments received at the Lockbox. Checks received by the Bank shall be deposited into the appropriate account as designated by the City, to be credited on the same day or the next business banking day when checks are processed on a Saturday, Sunday or holiday.

The Bank shall at a minimum, provide information on automated and manual processing procedures to include, but not be limited to;

- a. Disposition of remittance materials
- b. Cash deposits
- c. Check deposits - include information on restrictive notations and acceptable payee options
- d. Advice of deposits
- e. Rejected payments and their return to the City (next day delivery)
- f. Handling of correspondence with the City and their return to the City (next day delivery)
- g. Reporting, standard and availability of custom reports upon request.
- h. Ability to image checks, payment stubs, correspondence and provide the City with access inquiry
- i. Ability to read and process an existing City Utility bill
- j. Contingency plan in the event of an emergency or disaster
- k. Daily electronic file transmissions to the City, no later than 2:00 pm daily

2. Bank shall provide the following Wholesale Lockbox service:

The City currently uses a wholesale lockbox service to process Fire Rescue/Ambulance payments billed by ADPI (a third party EMS billing service company). The monthly activity level of approximately 1,800 payments is reflected in Exhibit C "Prices & Services Chart".

Except as otherwise specifically provided in this Request for Proposal, all applicable and standard laws, rules, practices and procedures for handling deposits to checking accounts will apply to Lockbox Service and Deposit Service.

3. Service Fees – The Bank shall provide the fees for Lockbox Service and the related Deposit Services in Exhibit "C".

SECTION 2 - ADDITIONAL REQUIREMENTS

- 2.1 Provide a proposed conversion /transition schedule for services.
- 2.2 Describe any enhancements, technological or otherwise, that the City may consider to improve operational or cash management efficiencies.

SECTION 3 - ATTACHMENTS

- 3.1 Exhibit A - Standard Draft Contract, this document contains additional terms and conditions which relate to the award of any resulting contract.
- 3.2 Exhibit B –New Service for Vendor Payment services via ACH or EFT
- 3.3 Exhibit C –Prices and Services chart (password protected excel file)
- 3.4 Exhibit D –Interest Rate Proposal
- 3.5 Exhibit E – Services Profile and Bank Profile

SECTION 4 - INSTRUCTIONS TO PROPOSERS

PROPOSERS: TO INSURE ACCEPTANCE OF THE PROPOSAL, THE FOLLOWING INSTRUCTIONS MUST BE ADHERED TO:

4.1 HOW TO SUBMIT A PROPOSAL

All proposals must be submitted in sealed envelopes, and mailed to Office of the City Clerk, City of Sunrise, 10770 West Oakland Park Blvd., Sunrise, Florida 33351. The RFP number and title must be plainly marked on the outside of the envelope. It will be the sole responsibility of the Proposer to ensure that the proposal reaches the office of the City Clerk on or before the closing hour and date shown on the RFP cover (Page 1). No proposals will be received, accepted, or considered after said time and date, unless the City, in its sole discretion reasonably exercised, elects to extend the time for submission and receipt of proposals. Any request for an extension of time necessitated by an unforeseen emergency should be made prior to the RFP opening and directed to the Purchasing Director/Designee, City of Sunrise (954) 572-2274.

TELEGRAPHIC OR FAXED PROPOSALS WILL NOT BE ACCEPTED

4.2 THE RFP PACKAGE

The RFP package consists of Specifications, Additional Requirements, Attachments, Instructions to the Proposers, Terms and General Conditions, and the following Schedules:

Schedule "A" - Certification
Schedule "B" - Non-Collusion Affidavit
Schedule "C" - Drug Free Statement
Schedule "D" - Qualification Statement
Schedule "E" - Warranty Information Form (If Applicable)
Schedule "F" - Insurance & License Requirements
Schedule "G" - Statement of No Proposal
Schedule "H" - Code of Ethics

Section 6, "Submission Package", check list, and any other required documents must be returned in order for the proposal to be considered for award. The Proposer should submit an original proposal and four (4) photocopies (all collated) of their proposal.

4.3 INQUIRIES, ADDENDA AND MODIFICATIONS

Proposers shall not contact any City Official or Employee prior to opening of RFPs, evaluation of RFPs, and award of Contract other than the individual named on Page 1 of this document.

The Proposer must direct any inquiries on the specifications, additional requirements, attachments, terms and general conditions or instructions, in writing, either via U.S. Mail or Fax, to the individual named on Page 1 at the Purchasing Division, City of Sunrise, 10770 West Oakland Park Blvd, Sunrise, Florida, 33351, Fax No. (954) 572-2278. All inquiries must be received by the Purchasing Division no later than 12:00 p.m. ten (10) calendar days prior to the opening.

Any addenda or other modifications to the Documents will be made in writing, and issued by the City, prior to the time and date of opening. Such written addenda or modifications shall be part of the documents and shall be binding upon each Proposer. No verbal addenda or modifications shall be allowed nor shall any Proposer rely upon any verbal addenda or modifications in preparing or submitting its proposal.

4.4 NO PROPOSAL

If not submitting a proposal, respond by returning the "STATEMENT OF NO RESPONSE" Schedule G of this Invitation for Proposal. Repeated failure to propose without sufficient justification shall be cause for removal of a Proposer's name for future solicitations.

4.5 PRICES

List both the unit price and the extended total, if applicable. Prices must be stated in the units specified on the Cost Sheet or in the Vendor's proposal. In case of a discrepancy in computing the amount of the proposal between the unit price proposal and the extended total, the unit price will govern. When costs are calculated on the basis of Lump Sum and a discrepancy between the written and numeric amount, the written amount prevails.

4.6 F.O.B. POINT

All proposal prices shall be F.O.B. destination; freight prepaid and delivered to the City's specified location(s).

4.7 PROPOSAL VALIDITY

All proposals shall remain valid for ninety (90) days after the time of opening. After this time period the Proposer may request the Proposal be withdrawn.

4.8 FAMILIARITY WITH LAWS

The Proposer should be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect this proposal. Lack of knowledge on the part of the Proposer shall in no way relieve them from responsibility.

4.9 BASIS OF AWARD

The City of Sunrise reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, request re-submittals, and enter into negotiations with Proposers as warranted. There is no obligation on the part of the City to award the Contract to the Proposer offering the greatest financial benefit to the City. The City reserves the right to award a Contract to the firm whose proposal is most advantageous to and is in the best interest of the City. The City shall be the sole judge of which proposal is in the best interest of the City. The City reserves the right to obtain any information deemed necessary to determine the ability of the Proposer to carry out their obligations under this Contract, to include information needed to review the experience and financial capability of the Proposer to complete the requirements of this RFP.

Staff will review all written submissions received. The City may request additional information if deemed necessary for this review. Only information contained within the Proposer's written proposal (including additional information, if required) will be considered. Staff may request brief presentations from those firms in order to complete their review. Staff will present their findings and recommendations to the City Commission. This RFQ will be awarded to the Proposer who scores the highest number of points on the criteria listed hereas:

<u>CRITERIA</u>	<u>POINTS</u>
Cost to the City	50
Service Capability	20
Quality	10
Experience, Resources & Qualifications	10
Operational Requirements	10

The Price points will be determined in accordance with the following form:

Lowest Price - A
 Proposer's Price - B

Total Possible Points for Price - C
Points Earned by Proposer - D

$$\frac{A}{B} \times C = D$$

- a. **Total Cost** to the City of services based on the scope of services in proposal summary.
- b. **Service Capability:** Including, but not limited to meet/exceed service requirements as contained in the RFP specifications; methods/technology utilized, and location of bank branches throughout the City.
- c. **Quality:** Including, but not limited to:
 - (1) The implementation schedule, bank's financial statements and legal qualifications
 - (2) Tenure and qualifications of relationship personnel and treasury management personnel
 - (3) client references and record of integrity
 - (4) Attention to detail in responding to this RFP.
- d. **Experience, resources and qualifications** of the financial institution and individuals. Relevant experience managing similar relationships. The Bank's "Bauer" institutional ratings shall be included in this review.
- e. **Understanding needs & operational requirements** of the City & adequacy of control and protection against loss.

The major criteria may be broken down into subsections with specific points assigned to each subsection.

- **Mandatory Items:** Those items that must be met before a vendor may be considered for award. These have no points but serve as pass / fail criteria.
- **Highly Desirable Items:** which are important in the evaluation and are allocated a high number of points
- **Desirable Items:** which are some value to the city, but are of less importance than the mandatory and / or highly desirable items and are allocated a smaller number of points

The City reserves the right to request one or a series of best and final offers if information is obtained during the evaluation that makes it necessary to clarify the requirements and request a best and final offering.

4.10 **COST LIABILITY**

The Proposer shall bear all costs associated with submitting the proposal, including preparation, site visitation or any travel connected with submittal of the proposal.

4.11 CONTENTS OF PROPOSAL / PUBLIC RECORDS

Any material submitted in response to this Proposal will become a public record pursuant to Chapter 119, Florida Statutes. This includes material, which the Proposer might consider to be confidential, or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 of the Florida Statutes.

4.12 INVESTIGATION OF CONDITIONS AFFECTING OPERATIONS

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain conditions and requirements of the Request For Proposal. Failure to make investigations and examinations shall not relieve the successful Proposer from the obligation to comply in every detail with all provisions and requirements of the RFP nor shall it be a basis for any claim whatsoever for alteration in any term of or payment required by the Purchase Order or any subsequent Contract.

4.13 CONFLICT OF INTEREST

The successful Proposer is expected to comply with all laws governing conflicts of interest.

4.14 ORAL PRESENTATION

Proposers who submit a proposal in response to the RFP may be required to give an oral presentation of the proposal to Staff. This will provide an opportunity for the Proposer to clarify or elaborate on their proposal.

4.15 COMPLIANCE WITH STATE OF FLORIDA CRIME ENTITY

Please be informed that pursuant to Section 287.133(2) (a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a Contract to provide any goods or services to the City, may not submit a proposal on a Contract with the City for the construction or repair of a public building or public work, may not submit proposals on leases of real property to the City, may not be awarded or perform work as a Proposer, supplier, sub-Proposer, or consultant under a Contract with the City, and may not transact business with the City in excess of the threshold amount provided in §.287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list." The submittal of a Proposal shall constitute an affirmative representation by the Proposer to the City that the Proposer is aware of the Statute and in full compliance thereof.

4.16 PROPOSAL ORGANIZATION

Staff will review all written submissions received. The City may request additional information if deemed necessary for this review. Only information contained within the Contractor's written proposal (including additional information, if required) will be considered. Staff may request brief presentations from those firms in order to complete their review. Staff will present their findings and recommendations to the City Commission.

The following criteria, not necessarily listed in order of importance, will be used in determining recommendation for award of this proposal. These criteria are general in nature and may be used to develop more detailed criteria.

1. Ability of the Contractor to perform the work as specified herein.
2. Cost to the City - Complete and return Exhibits "B" and "C". Provide the proposed interest calculation for the City's interest bearing accounts in Exhibit "D".

3. Ability to meet or exceed specifications and minimum qualifications.
4. Contractor's detailed proposal for completing the work as required by law.
5. Contractor's facilities, equipment, credentials and financial capacity.
6. Qualifications of key personnel who will provide services, including resumes.
7. Documentation on reporting capabilities, on a daily and monthly basis for the City's accounts.
8. Proposed conversion /transition schedule for services.
9. Contractor's prior experience and past performance on contracts of similar size and scope.

4.17 **PAST PROBLEMS ON PRIOR CONTRACTS/ LITIGATION**

The Proposer shall disclose any pending or anticipated litigation between the Proposer and any other party or parties that might affect the performance of this Contract. Such litigation must be indicated on Schedule D. When the Proposer or a proposed sub-Contractor has previously worked for the City and has received complaints from the City or has been involved in disputes with the City about the work, the Proposer should submit with their bid an explanation of what, if anything, the Proposer has done or will do to avoid similar problems in the future. This explanation must deal specifically with the problems involved on the prior Contract and any organizational, operational or other changes which have been or will be implemented. If, in the sole judgment of the City, the Proposer has failed to provide an adequate plan to ensure that the Contractual dispute previously experienced by the City will not recur, the City reserves the right to reject the proposal submitted by that Proposer.

4.18 **CONE OF SILENCE**

This solicitation falls under the City of Sunrise Ordinance 486 known as the "Cone of Silence". After a Bid is opened or a Short List is established for a Request for Qualifications or Request for Proposal, a vendor or a vendor's representative as defined in the Ordinance, may not seek information or clarification or in any way contact any Official or employee of the City concerning this solicitation with the exception of the City Attorney, the Purchasing Director or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing Division and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the City Commission and may subject the potential vendor or vendor's representative to debarment in accordance with the City Code of Ordinances. Nothing in the Ordinance prevents a Vendors or Vendor's representative from taking part in a public meeting concerning the solicitation.

SECTION 5 - PROPOSAL EXECUTION, SUBMITTAL AND DELIVERY:

- 5.0** Proposals must be received and time stamped prior to the proposal closing deadline, at the location specified above. Proposals should include a table of contents. The outside of all proposal packages should be clearly labeled with the Proposal Title, Proposal Number and Closing Date. Respondents shall submit one (1) original copy and four (4) photocopies of their proposal.

It will be the sole responsibility of the Contractor to ensure that the proposal reaches the office of the City Clerk on or before the closing hour and date shown on the cover page (Page 1) of this solicitation. No proposals will be received, accepted, or considered after said time and date, unless the City, in its sole discretion reasonably exercised, elects to extend the time for submittal and receipt of proposals. Any request for an extension of time

should be made prior to proposal submittal time and directed to the Purchasing Director/Designee, City of Sunrise (954) 572-2274.

Proposals must include an original, handwritten signature of an authorized individual and must be duly notarized where so indicated. Unsigned proposals will be rejected.

5.1 The Contractor must have demonstrated experience in providing the type of assistance requested in this RFP. Written proposals should be brief, contain the information requested herein and may be accompanied by preprinted brochures. Proposals shall include the following and be in the following order:

1. Table of contents (With items in the order listed below).
2. Executive summary, include number of years experience.
3. Brief company background information and include certified financial statements for the preceding calendar or fiscal year.
4. Proposal documenting Contractor's ability to meet or exceed the specifications listed herein, specifically address banking and lockbox procedures as listed in the specifications of the RFP. List separately any minimum services where the firm is unable to comply.
5. Provide detailed record keeping procedures, on a daily and monthly basis. Include sample reports as specified in the RFP.
6. Provide additional information on recommended service enhancements.
7. Provide names, resumes and role in the project of key personnel.
8. Provide a proposed conversion/transition schedule for services.
9. Provide a list of projects similar in size and scope, including company name, address, phone number and contact person.
10. Provide bank and trade references.
11. Complete and return Exhibits "B" and "C". Submit your proposed interest calculation for the City's interest bearing accounts in Exhibit "D". Finally, complete Exhibit "E" Bank & Services Profile.
12. Complete and return Schedules A – H.

5.2 **INDEMNIFICATION**

In consideration of the separate sum of \$10.00 (which \$10.00 is the first \$10.00 of the Contract Price), the Proposer shall indemnify and save harmless and defend the City, its agents and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Proposer, its agents or employees in the performance of services under this Contract.

The Proposer further agrees to indemnify, save harmless and defend the City, its agents and employees from and against any claim, demand or cause of action whatsoever kind or nature arising out of any conduct or misconduct of the Proposer not included in the paragraph above and for which the City, its agents or employees are liable.

5.3 INSURANCE

SPECIAL ATTENTION IS CALLED TO THIS SECTION.

NOTE: PROPOSERS ARE ENCOURAGED TO CONFER WITH THEIR INSURANCE CONSULTANT(S) TO ENSURE COMPLIANCE WITH THE FOLLOWING SPECIFICATIONS:

Proposer agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Proposer is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Proposer under any resulting contract.

Commercial General Liability: Proposer agrees to maintain Commercial General Liability at a limit of liability not less than **\$10,000,000.00** Each Occurrence, **\$10,000,000** Annual Aggregate Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Worker's Compensation Insurance & Employers Liability: Proposer agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Additional Insured: Proposer agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement; or the CG2010 10 01 Additional Insured – Owners, Lessees, or Contractors or GC2010 07 04 Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read: "City of Sunrise."

Financial Institution Fidelity Bond Contractor agrees to furnish a Financial Institution Fidelity Bond for employee dishonesty on a Blanket Basis with a minimum limit of **\$100,000,000**. The bond shall be endorsed to cover "Third-Party" liability including a third-party beneficiary clause in favor of the "City of Sunrise". The bond shall include a minimum twelve (12) month "Discovery Period" when written on a Loss Sustained basis.

Waiver of Subrogation: Proposer agrees by entering into any resulting contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Proposer to enter into an pre-loss agreement to waive subrogation without an endorsement, then Proposer agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Proposer enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Proposer agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

City of Sunrise
Attn: Purchasing Director
Purchasing Division
1601 NW 136 Ave, Bldg-A, Ste#101

Sunrise, FL 33323

Umbrella or Excess Liability: Proposer may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Proposer agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

5.4 **PATENTS AND ROYALTIES**

The Proposer, without exception, shall indemnify and save harmless the City of Sunrise and its employees from liability of any kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article of manufacture lot any article used in the performance of the Contract, including its use by the Purchaser. If the Proposer uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

5.5 **INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL**

The initial Contract period shall be for five (5) years, commencing upon April 19, 2011 or date of award, whichever is later. In addition, the City reserves the right to renew the Contract for five (5) additional one (1) year periods, under the same terms, conditions and specifications contingent upon Budget/Commission approval.

5.6 **CONTRACT CONTINUITY / TRANSITIONAL PERIOD**

In the event the services are scheduled to end either by Contract expiration or by termination by the City of Sunrise (at the City's discretion), the Proposer shall continue the service, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Proposer will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

5.7 **CONTRACTS OVERLAPPING FISCAL YEARS**

The City's fiscal year begins October 1 and ends September 30 of the following calendar year. When a Contract's terms extends beyond the fiscal year in which the Contract commences, the City will issue a new Purchase Order to cover its needs for the balance of the fiscal year and a new purchase order will be issued to correspond with the remaining months of the Contract that extends into the next fiscal year. Issuance of a new Purchase Order shall be subject to the availability of budgeted funds.

5.8 **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS**

Purchaser is a bona fide governmental entity of the State of Florida with Purchaser's fiscal year ending on September 30 of each calendar year. If Purchaser does not appropriate sufficient funds to purchase the quantities required under this Agreement for any of the Purchaser's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of Purchaser's

obligation under this Agreement were last appropriated by Purchaser and Purchaser shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

5.9 TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the provisions of this contract, the City may, upon a three (3) day written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this contract or with such part or parts of the contract as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Contractor. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set off until such time as the amount of damages can be determined. The Contractor shall not be held liable for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating this contract because of such delay. In no event shall the City pay for profit or overhead on work not performed.

5.10 TERMINATION FOR CONVENIENCE

Any Contract resulting from this RFP may be terminated by the City without cause upon thirty (30) day written notice to the vendor. In the event of such a termination without cause, the vendor shall be compensated for all services performed to the City's satisfaction, together with reimbursable expenses incurred. In such event, the vendor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this Contract.

5.11 TERMS RELATING TO PRICE

Unless otherwise noted by the City, all prices shall be firm through the period of the Contract or purchase order and shall not be subject to increase. In the event of a manufacturer's or vendor's price decrease during the Contract period, the City shall receive the full benefit of such price reduction on any undelivered goods or services on an existing purchase order and on any subsequent order placed during the Contract period. The Director of Purchasing must be notified in writing of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of Contract for cause, pursuant to these Terms and Conditions.

5.12 SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES

The Proposer shall not sell, transfer or assign the performance required by this RFP without the prior written consent of the City. Any award issued pursuant to this RFP and the monies which may become due hereunder are not assignable, except with the prior written approval of the City.

5.13 PAYMENT/BILLING INSTRUCTIONS

Monthly Bank issued debits to the City's accounts may be used for the payment of the contracted Bank Service Charges, or the following billing procedure may be used.

Payment will be made by the City after the items awarded to a Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Invoices, unless otherwise indicated, must show Purchase Order Number and shall be submitted in duplicate to:

CITY OF SUNRISE
Finance Department
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Payment will normally be made within 30 days after delivery, authorized inspection and acceptance. The City is exempt from Federal and State Taxes for tangible personal property. The City will provide an exemption certificate to the Vendor upon request. The Vendor is not exempt from paying sales tax to the suppliers for materials to fulfill contractual obligations with the City, nor is the Vendor authorized to use the City's tax exemption number in securing such materials.

5.14 COMPLIANCE WITH STATE OF FLORIDA CRIME ENTITY

Please be informed that pursuant to Section 287.133(2) (a), Florida Statutes, "A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid or proposal on a Contract to provide any goods or services to the City, may not submit a bid on a Contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a Proposer, supplier, sub-Proposer, or consultant under a Contract with the City, and may not transact business with the City in excess of the threshold amount provided in S.287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Proposer list." The submission of a bid shall constitute an affirmative representation of the Proposer to the City that the Proposer is aware of the Statute and in full compliance thereof.

5.15 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

If applicable, Proposer certifies that all material, equipment, etc. contained in their proposal meets all O.S.H.A. requirements. Proposer further certifies that if they are the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Proposer.

5.16 VENUE

Any Contract resulting from this bid shall be governed by the laws of the State of Florida. Should the Parties be involved in legal action arising under, or connected to this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties agree to waive a jury trial, and will proceed to trial by judge if necessary.

SECTION 6

RFP SUBMISSION CHECK LIST

COMPANY NAME: (Please Print): _____

Phone : _____

Fax: _____

- - N O T I C E - -

BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU...

- _____ 1. Carefully read the SPECIFICATIONS and then prepare your detailed Proposal.
- _____ 2. Sign the CERTIFICATION PAGE (Schedule "A").
- _____ 3. Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
- _____ 4. Sign the DRUG FREE WORKPLACE PROGRAM page (Schedule "C").
- _____ 5. Fill out the PROPOSER'S QUALIFICATION STATEMENT (Schedule "D").
- _____ 6. Include EXHIBITS OR WARRANTIES (Schedule "E") if required.
- _____ 7. Check INSURANCE & LICENSE requirements to be sure you comply, and submit EVIDENCE OF INSURANCE and copies of LICENSES, if required, with your RFP (Schedule "F").
- _____ 8. Include STATEMENT OF NO RESPONSE (Schedule "G") if required.
- _____ 9. Sign and return first page of CODE OF ETHICS (Schedule "H") if attached.
- _____ 10. Clearly mark the RFP NUMBER AND RFP NAME on the outside of the envelope, if not using the enclosed envelope.
- _____ 11. Submit ONE (1) ORIGINAL AND FOUR (4) PHOTOCOPIES of your proposal plus disks in Word 2007.
- _____ 12. Include a Bid or Proposal BOND, if applicable.
- _____ 13. Make sure your PROPOSAL is submitted prior to the deadline. Late Proposals will not be accepted.

This page and the following pages are to be returned with your detailed response.

FAILURE TO PROVIDE THE REQUESTED SCHEDULES LISTED ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

COST PROPOSAL

ALL PRICING TO BE SUBMITTED ON ATTACHED EXHIBITS B, C & D

SCHEDULE "A"
CITY OF SUNRISE**CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL TO THE CITY COMMISSION OF THE CITY OF SUNRISE:

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request for Proposal. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions To Proposers, Terms and Conditions, and any Addenda issued. We agree to comply with all of the requirements of the entire Request for Proposal.

If applicable, would you extend the prices proposed herein to other municipalities? Award of RFP is not contingent upon concurrence with this offer to other municipalities. Yes:_____ No:_____

Indicate type of organization: INDIVIDUAL () PARTNERSHIP () CORPORATION () OTHER ()

IF OTHER, EXPLAIN: _____

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE (PRINTED OR TYPED)

TITLE

FEDERAL EMPLOYER I.D. OR SOCIAL SECURITY NO.: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO.: _____ FAX NO.: _____

CONTACT PERSON: _____

SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5)(a)2.a., Florida Statutes the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

SCHEDULE "B"
CITY OF SUNRISE

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in, executed and notarized by the Proposer. If the proposal is made by a Corporation, then it should be executed by its Chief Officer. This document **MUST** be submitted with the proposal.

STATE OF)
)ss
COUNTY OF)

_____, being first duly sworn, deposes and says that
(Type or print name of person who is signing below)

1. He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of the Proposer that has submitted the attached Proposal.
2. He/she is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Said proposal is made without any connection or common interest in the profits with any other persons making any proposal or proposal for the said commodities/services. Said proposal is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Sunrise is directly or indirectly interested therein. If any relatives are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Company Name: _____

Proposer's Authorized Signature:_____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

(Print, Type or Stamp name of Notary Public)

Personally known____or Produced I.D.____
Type and number of I.D. Produced:

Did take an oath, or	Did not take an oath
<p>1. Name of the person</p> <p>2. Position</p> <p>3. Date of oath-taking</p> <p>4. Signature of the person</p> <p>5. Signature of the official</p>	<p>1. Name of the person</p> <p>2. Position</p> <p>3. Date of oath-taking</p> <p>4. Signature of the person</p> <p>5. Signature of the official</p>

**SCHEDULE “C”
CITY OF SUNRISE**

PROPOSER DRUG-FREE WORKPLACE

Preference may be given to Proposers submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Proposers have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

I hereby certify that the company submitting this proposal has established a Drug Free work place program in accordance with State Statute 287.087.

PROPOSER'S SIGNATURE

COMPANY'S NAME

SCHEDULE "D"
CITY OF SUNRISE
PROPOSERS QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: _____

Address: _____

Telephone No: (____) _____ Street _____ City _____ State _____ Zip Code _____
Fax No.(____) _____

E-Mail or Website: _____

How many years has your organization been in business under its present name? _____ Years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue: _____

Under what former names has your business operated? : _____

At what address was that business located? _____

Are You Certified? Yes _____ No _____ If Yes, ATTACH COPY OF CERTIFICATION
Are You Licensed? Yes _____ No _____ If Yes, ATTACH COPY OF LICENSE

Has your company or its senior officers ever declared bankruptcy?

Yes _____ No _____ If yes, explain: _____

Are you a sales representative _____, distributor _____, broker _____ or manufacturer of the commodities/services proposed upon?

Have you ever received a Contract or a purchase order from the City of Sunrise or other government entity?

Yes _____ No _____

If Yes, explain (date, service/project, proposal title, etc): _____

Have you ever received a complaint on a Contract, proposal, or proposal awarded to you by any government entity?

Yes _____ No _____ If yes, explain: _____

Have you ever been debarred or suspended from doing business with any government entity?

Yes ____ No ____ If Yes, explain _____

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative or other similar proceeding, was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's right: remedies or duties under a Contract for the same or similar type services as provided under this RFP;

SCHEDULE "D"
(continued)**REFERENCES:**

Please list name of government agency or private firm(s) with whom you have done business within the past five years:

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____

Agency/Firm Name: _____
Address: _____

City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____

YOUR COMPANY NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE: _____ FAX: _____

SCHEDULE "E"
CITY OF SUNRISE

WARRANTY INFORMATION FORM

(If applicable)

ALL BLANKS SHOULD BE FILLED IN AND SUBMITTED WITH PROPOSAL

MAKE AND MODEL OF ITEM PROPOSED:

DOES WARRANTY APPLY TO ENTIRE PACKAGE OR ONLY TO SPECIFIC PARTS? (State explicitly)

DOES WARRANTY INCLUDE LABOR FOR REPLACEMENT OF DEFECTIVE PARTS? ____ YES ____ NO

WARRANTY PERIOD FOR PARTS REPLACEMENT _____

WARRANTY PERIOD FOR: _____

WHO WILL PROVIDE LABOR, AND WHERE, IN THE EVENT OF FAILURE WITHIN WARRANTY PERIOD? _____

TELEPHONE: _____ FAX: _____

NEAREST SOURCE TO SUNRISE FOR PARTS AND SERVICE AFTER WARRANTY PERIOD:

TELEPHONE: _____ FAX: _____

EXPLAIN SCOPE OF SERVICE:

A COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HERewith: ____ YES ____ NO

NAME OF PROPOSER: _____

SIGNATURE AND TITLE: _____

DATE: _____ TELEPHONE: () _____

**SCHEDULE “F”
CITY OF SUNRISE**

PROOF OF INSURANCE & REQUIRED LICENSES

ATTENTION PROPOSER:

ATTACH TO SCHEDULE “F” PROOF OF INSURANCE AS SPECIFIED HEREIN, AND COPIES OF LICENSES, IF REQUIRED.

NOTE: Only the successful Proposer shall be required to provide a Certificate of Insurance naming the City of Sunrise as additional insured.

SCHEDULE "G"
CITY OF SUNRISE

STATEMENT OF NO-RESPONSE

NOTE: If you do not intend to propose on this RFP, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Proposers for the City of Sunrise. Please indicate proposal name and number on the outside of the envelope. Thank you.

MAIL TO: CITY OF SUNRISE
10770 W. OAKLAND PARK BLVD.
SUNRISE, FL 33351
ATTN: CITY CLERK'S OFFICE

We, the undersigned have declined to respond for the following reason:

- _____ Specification too "tight," i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Request from Proposal.
- _____ We do not offer this product or an equivalent.
- _____ Our product schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond requirements.
- _____ Specification unclear (explain below).
- _____ Other (specify below).

REMARKS:

COMPANY NAME: _____

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____ E-MAIL: _____

**SCHEDULE “H”
CITY OF SUNRISE**

CODE OF ETHICS

THIS FORM MUST BE COMPLETED BY PERSON RECEIVING THIS BOOKLET AND SENT TO THE
CITY CLERK, CITY OF SUNRISE, AS REQUIRED BY CITY OF SUNRISE RESOLUTION 85-312

RECEIPT OF ORDINANCE NO. 296
Sec. 10-16 et. seq. of City Code (Formerly 2-90).

CODE OF ETHICS

IS HEREBY ACKNOWLEDGED

Printed Name: _____

Signature: _____

Board/Position/Department: _____

Date: _____

THIS FORM MUST BE COMPLETED BY PERSON RECEIVING THIS BOOKLET AND
SENT TO THE CITY CLERK, CITY OF SUNRISE, AS REQUIRED BY CITY OF SUNRISE
RESOLUTION 85-312

ARTICLE II.

CODE OF ETHICS*

* **Charter References:** Standards of ethics, § 7.01.

Cross References: City commission, § 2-16 et seq.; officers and employees, § 2-251 et seq.

Sec. 10-16. Applicability

This article shall be designated as the city code of ethics. The code of ethics shall apply to all city personnel as specified and as defined in this article and shall constitute a minimum standard of ethical conduct and behavior for all city officials, autonomous personnel, consultants, quasi-judicial personnel, advisory personnel, departmental personnel and employees of the city.
(Code 1972, § 2-90(a))

Sec. 10-17. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Advisory personnel* means the members of those city advisory boards, committees, commissions and agencies whose sole or primary responsibility is to give advice to the city commission and staff.
- (2) *Autonomous personnel* means the members of boards, committees, commissions and agencies as are entrusted with the day-to-day policy setting, operation and management of certain defined city functions or areas of responsibility, even though the ultimate responsibility for such functions or area rests with the city commission.
- (3) *Commissioner* means a member of the city commission, including the mayor, as duly constituted from time to time.

(4) *Compensation* means any money, gift, favor, thing of value or financial benefit conferred in return for services rendered or to be rendered.

(5) *Consultants* means all persons, firms, corporations, partnerships or other business entities who render professional or consulting services to the city, who are not employed by the city and are not persons included in the terms defined in other paragraphs of this section. Such services shall include, but not be limited to, legal, accounting, engineering, landscaping, architectural and land surveying services. Any reference in this section to a person who is a consultant shall also include any firm, corporation, partnership or other business entity which is a consultant.

(6) *Controlling financial interest* means ownership, directly or indirectly, of ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, corporation, partnership or other business entity.

(7) *Departmental personnel* means the heads of the various city departments and the city attorney and all assistant city attorneys (if such city attorney or assistant city attorneys are employed on a full-time basis directly by the city).

(8) *Employees* means salaried personnel employed by the city, not included in the terms defined in subsections (1), (2), (3), (5), (7) and (10).

(9) *Immediate family* means the spouse, any parent and any children of the person involved who, at the time in question, reside with such person within a single household.

(10) *Quasi-judicial personnel* means the members of the boards and agencies of the city which perform quasi-judicial functions.

(11) *Transact any business* means the purchase or sale by the city of specific goods or

services for consideration.

(Code 1972, § 2-90(b); Ord. No. 296-02-A, §1, 11-12-02)

Sec. 10-18. Prohibition on transacting business with the City

(a) No person included in the terms defined in section 10-17(1) through (3) or (7) through (10) shall enter into any Contract or transact any business in which the person or a member of the person's immediate family has a financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such Contract, agreement or business engagement entered in violation of this section shall render the transaction voidable by the city. Willful violation of this section shall constitute malfeasance in office, and shall effect forfeiture of office or position. Nothing in this section shall prohibit or make illegal the payment of taxes, special assessments or fees and charges for services provided by the city; nor shall anything in this section prohibit or make illegal the purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time. Nothing in this section shall prohibit the making or entering into of any Contract or transaction which solely creates, defines or specifies the details of the relationship between any person and the city, which relationship is described in section 10-17(1) through (3) or (7) through (10).

(b) The requirements of this section may be waived for a particular transaction only by the affirmative vote of four-fifths of the city commission, after public hearing. Such waiver may be effected only after a finding by four-fifths of the city commission that:

- (1) An open-to-all sealed competitive proposal has been submitted by any person defined in section 10-17(1), (2) or (10);
- (2) The proposal has been submitted by a person on firm offering services within the scope of practice of architecture, professional engineering, landscaping architecture or registered land surveying as

defined by the laws of the state, pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a person defined in section 10-17(1), (2) or (10);

- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering into a transaction which would violate this section, but for the waiver of its requirements;
- (4) The proposed transaction will be in the best interest of the city.

Such findings shall be spread on the minutes of the city commission. This section shall be applicable only to prospective transactions, and the city may in no case ratify a transaction entered in violation of this section.

(c) This section shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

(Code 1972, § 2-90(c); Ord. No. 296-02-A, § 1, 11-12-02)

Sec. 10-19. Further prohibition on transacting business with the City

No person included in the terms defined in section 10-17(1) through (3) or (7) through (10) shall enter into any Contract or transact any business through a firm, corporation, partnership or business entity in which he or any member of his immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such Contract, agreement or business engagement entered in violation of this section shall render the transaction voidable by the city. The exceptions contained in section 10-18 also apply to this section.

(Code 1972, § 2-90(d))

Sec. 10-20. Gifts

No person included in the terms defined in section 10-17(1), (2), (3), (5), (7), (8) or (10) shall, directly or indirectly (including, but not limited to, through any firm, corporation, partnership or business entity in which he or any member of his immediate family has a controlling interest) solicit, accept or receive any gift having a value of twenty-five dollars (\$25.00) or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, where the gift is intended to influence him in the performance of his official duties or was intended as a reward for any official action on his part. No person, firm, corporation, partnership or other business entity shall, directly or indirectly, offer to make any such gift to any person described in this section. The limitation contained in this section shall not apply to ceremonies or social gatherings at which meals are consumed and to which twenty-five (25) or more persons have been invited. Nothing contained in this section shall be deemed to prohibit political contributions specifically authorized by F.S. Chapter 99.

(Code 1972, § 2-90(e); Ord. No. 296-96-A, § 1, 9-10-96)

Sec. 10-21. Compulsory disclosure by employees of firms doing business with the City

Should any person included in the terms defined in section 10-17(1) through (3), (7), (8) or (10) be employed by a corporation, firm, partnership or business entity in which he does not have a controlling financial interest, either himself or through a member of his immediate family, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then such person shall file a sworn statement disclosing such employment and interest with the clerk of the city. This section shall not apply to any person that is an employee of a consultant and is not otherwise a person described in section 10-17(1) through (3), (7), (8) or (10).

(Code 1972, § 2-90(f))

Sec. 10-22. Exploitation of official position

No person included in the terms defined in section 10-17(1) through (3), (5), (7), (8) or (10) shall corruptly use or attempt to use the person's official position or relationship with the city to secure special privileges, exemptions or benefits for the person or others except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted or hereafter to be ordained or adopted by the city commission.

(Code 1972, § 2-90(g); Ord. No. 296-02-A, § 1, 11-12-02)

Sec. 10-23. Use of confidential information

No person included in the terms defined in section 10-17(1) through (3), (5), (7), (8) and (10) shall accept employment or engage in any business or professional activity which he might reasonably expect would require or induce him to disclose confidential information acquired by him by reason of his official position or by virtue of services rendered, except as authorized by the city, nor shall he ever disclose confidential information garnered or gained through his official position with the city, nor shall he ever use such information, directly or indirectly, for his personal gain or benefit.

(Code 1972, § 2-90(h))

Sec. 10-24. Conflicting employment, outside employment

(a) No person included in the terms defined in section 10-17(1) through (3), (5), (7), (8) or (10) shall accept other employment which would impair his or her independence of judgment in the performance of his or her public duties. A person covered under this subsection may, if in doubt as to a conflict under this section, request approval as to the other employment from the city commission.

(b) No person included in the terms defined in section 10-17(7) or (8) shall receive any compensation for his or her services as an officer or employee of the city, from any source other than the city, except as may be permitted by this Code.

(c) No person included in the terms

defined in section 10-17(1) through (3), (5) or (7) through (10) shall accept outside employment, either incidental, occasional or otherwise where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.

(d) Departmental personnel or employees may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interests of the city and the approval required in subsection (e) is obtained. This subsection shall not be construed to prevent any other person included in the terms defined in section 10-17(1) through (3), (5) and (10) from accepting outside employment.

(e) Any outside employment by departmental personnel or employees must first be approved in writing by the city manager who shall maintain a complete record of such employment.

(f) Departmental personnel or employees engaged in any outside employment for any person, firm, corporation or business entity shall file an annual renewal request identifying the outside employer and the nature of the work being done pursuant to same. The request shall be filed with the personnel department no later than noon on January 31st of each year, including the January following the first year that such person held such employment. The city manager or the city commission may require monthly reports from any departmental personnel or any employee for good cause.
(Code 1972, § 2-90(i), (j); Ord. No. 296-03-A, § 1, 9-15-03)

Sec. 10-25. Prohibited investments

No person included in the terms defined in section 10-17(1) through (3), (5), (7), (8) or (10) shall have personal investments in any enterprise, either by himself or through a member of his immediate family, which creates or will create a substantial conflict between his private interests and the public interests.
(Code 1972, § 2-90(k))

Sec. 10-26. Certain appearances and payments prohibited

(a) No person included in the terms defined in section 10-17(3), (5), (7), (8), or (10) shall appear before the city commission or any city board and make a presentation on behalf of a third party with respect to any license, Contract, certificate, ruling, decision, opinion, rate, schedule, franchise or other benefit sought by the third person. Nor shall such person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the city or a city agency, board or commission through the suit in question.

(b) The requirements of subsection (a) above may be waived for a particular transaction only after full disclosure by the consultant and by affirmative vote of four (4) commissioners, after a factual finding that the proposed transaction will be in the best interest of the city.

(c) The provisions of subsection (a) shall not apply to any architect, professional engineer, landscape architect or registered land surveyor when the services provided to the city are not subject to the competitive selection requirements of the Consultants' Competitive Negotiations Act.
(Code 1972, § 2-90(l); Ord. No. 296-A, § 1, 5-22-90; Ord. No. 296-B, § 1, 10-15-94; Ord. No. 296-02-A, § 1, 11-12-02)

Sec. 10-27. Actions prohibited when financial interests involved

No person included in the terms defined in section 10-17(1) through (3), (5), (7), (8) or (10) shall participate in any official action directly or indirectly affecting a business in which he or any member of his immediate family has a financial interest. A financial interest shall include, but not be limited to, a "financial interest" as defined in section 769 of the Second Restatement of the Law of Torts (published by the American Law Institute Publishers) as an investment. This section shall not prohibit any person from taking official action to:

- (1) Promote tourism, development or redevelopment within the city or any portion thereof; or

- (2) Authorize the expenditure of public funds for promoting tourism or development or redevelopment, so long as no such authorized public funds are to be paid to such person or a member of his immediate family or any business in which he or any member of his immediate family has a financial interest.

(Code 1972, § 2-90(m))

rendering of advice, investigation, or otherwise, while so employed in city service.
(Code 1972, § 2-90(p))

Sec. 10-28. Acquiring financial interest

No person included in the terms defined in section 10-17(1) through (3), (5), (7), (8) or (10) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest will be directly affected by the person's official actions or by official actions of the city or the city agency of which the person is an officer, consultant or employee.

(Code 1972, § 2-90(n); Ord. No. 296-02-A, § 1, 11-12-02)

Sec. 10-29. Reserved.

Editors Note: Ord. No. 296-02-A, § 2, adopted Nov. 12, 2002, repealed § 10-29, which pertained to recommending professional services. See the Code Comparative Table.

Sec. 10-30. Continuing application for two years after City service

No person included in the terms defined in section 10-17(3), (7) or (8) shall, for a period of two (2) years after his city service or employment has ceased, act as agent or attorney for anyone other than the city in connection with any judicial or other proceeding, application, request for ruling or other determination, Contract, claim, controversy, charge, accusation, arrest or other particular matter in which the city or one of its agencies is a party or has a direct and substantial interest, and in which he participated personally and substantially through decision, approval, disapproval, recommendation, the

Sec. 10-31. City attorney to render opinions on request

Whenever any person included in the terms defined in section 10-17(1) through (3), (5), or (7) through (10) is in doubt as to the proper interpretation or application of the code of ethics as to himself, or whenever any person who renders services to the city is in doubt as to the applicability of such ordinances as to himself, he may submit to the city attorney a full written statement of the facts and questions he has. The city attorney shall then render an opinion to such person and shall publish these opinions without the use of the name of the person advised, unless such person requests the use of his name.

(Code 1972, § 2-90(q))

Sec. 10-32. Amendment

Pursuant to the terms of Article VII of the Charter, which was approved by referendum, this code of ethics may be amended only by an extraordinary vote of the city commission.

(Code 1972, § 2-90(t))

Charter References: Standard of ethics, § 7.01.