



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

**Vice Mayor Walter Fajet, Ph. D.
Councilwoman Jacky Bravo**

**Councilman Bob Best
Councilman Victor Vazquez, Ph. D.**

Decorum: "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."

CITY COUNCIL REGULAR MEETING AGENDA

Monday, September 26, 2022 – 7:00 p.m.

**City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(In-person and virtually. See pages 3-4 for additional information)**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilwoman Jacky Bravo
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Recognizing Charles Hill for Eighteen (18) Years of Service on the Historic Preservation Board
- 5. Open Forum:** Persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
 - A) August 29, 2022 – Workshop Meeting
 - B) September 12, 2022 – Regular Meeting
- 7. Reports from Boards & Commissions: None.**
- 8. Public Hearings:**
 - A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting The Final Millage Rate For The Fiscal Year Commencing October 1,

2022 And Ending September 30, 2023 In The Amount Of 6.9100 Mills, Which Is 4.14 % Higher Than The Roll-Back Rate Of 6.6352 Mills; Announcing The Percentage Increase In Property Taxes; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting A Final Budget For The Fiscal Year Commencing October 1, 2022 And Ending September 30, 2023; Providing For Expenditure Of Budgeted Funds; Providing For Budgetary Controls; Providing For Grants And Gifts; Providing For Budget Amendments; Providing For Encumbrances; And Providing For An Effective Date

C) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 31-11, “Purchasing, Procurement, And Sale Procedures” Of The City’s Code Of Ordinances To Update The City’s Procurement Provisions; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, [Approving/Denying] A Variance Application By Juan A. Calvo For Property Located At 400 Park Street To Provide A 10’8” Front Yard Setback Where Section 150-060(E) Of The Code Requires A Minimum Required Front Yard Of Not Less Than 30 Feet Or The Average Depth Of The Front Yard Of The Lot Or Lots Next Adjacent Thereto On Either Side, Whichever Is The Lesser Of The Two; Providing For Conditions; Providing For Violations; And Providing For An Effective Date

9. Consent Agenda: (Funded and/or Budgeted):

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Three Vehicles From Duval Ford, LLC In An Amount Not To Exceed \$172,693.57 Utilizing The Terms And Conditions Of The Florida Sheriffs Association Contract Nos. FSA 20-Veh18.0 And FSA 20-Vel28.0 Pursuant To Section 31-11(E)(5) Of The City Code; Declaring Certain Vehicles As Surplus Property; Authorizing The Sale Or Disposition Of Surplus Property; Providing For Implementation; And Providing For An Effective Date

10. Old Business: None.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Amerant Bank, N.A. For Banking Services Pursuant To Request For Proposals No. 05-21/22; Approving A Treasury Management Master Agreement; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Downtown Towing Company, Inc. For Citywide Towing Services Pursuant To Request For Proposals No. 01-21/22; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Establishing The Centennial Committee; Providing For Authorization; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Extending The Term Of The Business And Economic Development Task Force From September 30, 2022, Through October 31, 2022; Providing For Implementation; And Providing For An Effective Date

12. Other Business: None.

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, September 26, 2022 at 7:00 p.m. at
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNngUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

Dial 305-805-5151 or 305-805-5152

(Alternatively, you may also dial the phone numbers below to join the meeting:
1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,
1 (346) 248 7799) **then input the Meeting ID: 863-9512-4146, followed by #.**
There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at cityclerk@miamisprings-fl.gov

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

EMAILED COMMENTS: Members of the public may email their public comments to the City in advance of the meeting. Please email the City at cityclerk@miamisprings-fl.gov by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: *Public comments will also be accepted during the meeting using the virtual meeting platform as follows:*

By telephone: To ask to speak during the meeting, call in to the meeting using the instructions above. Please press *9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the meeting, when your name or the last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.
Your cooperation is appreciated in observing the time limit.

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AMERICANS WITH DISABILITIES ACT

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



City of Miami Springs, Florida

City Council Workshop Meeting Minutes

Monday, August 29, 2022, 6:00 p.m.

City Hall Council Chambers, 201 Westward Drive, Miami Springs, Florida

In-Person/Virtual Council Meeting using Communications Media Technology Pursuant to Governor's Executive Order 20-69

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:00 p.m.

Present were the following:

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Walter Fajet, Ph.D

Councilman Bob Best

Councilwoman Jacky Bravo

Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Human Resource Director Bill Collins

Golf Director Paul O'Dell

Golf Superintendent Laurie Bland

Police Chief Armando Guzman

Police Executive Assistant Ariadna Quintana

Public Works Director Lazaro Garaboa

Public Works Administrative Assistant Lizette Fuentes

Elderly Services Manager Tammy Key

- 2. Invocation:** Offered by Councilman Victor Vazquez
Salute to the Flag: The audience participated.

- 3. Workshop on Proposed Fiscal Year 2022-2023 Budget**

- I. Opening Remarks by City Manager/Finance Director William Alonso

Mr. Alonso updated the City Council with changes made during the first budget workshop. He stated that millage still maintained at 6.9900 with a surplus of \$170,258.00. He listed several items that the Council set aside from the prior workshop, such as cutting the City Events line item, increasing the City's donation to the River Cities Festival, increasing the subsidy for the Historic Society, and a new phone app communications system for City-wide use. He then introduced the Human Resources Director, Bill Collins.

I. Human Resources

Mr. Alonso introduced Bill Collins, the Human Resources Director. The budget an increase in health and COLA for employees. The budget is 4.9% higher, or \$15,481 than the FY21/22.

Mr. Collins was available to answer any of the Council's questions. There were no further changes to this portion of the budget.

II. City Attorney

Mr. Alonso explained that the proposed budget is \$18,000 lower than the current year and includes a \$12,000 increase to the monthly retainer. There were no changes to the City Attorney's budget.

III. Golf

City Manager/Finance Director Alonso stated that the Golf Department budget is \$181,514 lower than last year. He stated that the Golf Course will be closed for renovations from April to September which results in a \$454,110 loss of revenue, but will be funded through a bank note that the City will acquire in order to cover the costs for the project.

Golf Director Paul O'Dell answered the Council's questions. Golf Course Maintenance Superintendent Laurie Bland were present to answer questions regarding the golf maintenance budget; no further changes were made.

IV. City Manager

Mr. Alonso stated that the City Manager's budget is \$11,333 lower than last year. He stated that the City Manager budget includes \$45,000 for lobbyist services and \$36,000 for grant writing services.

There were no further changes in this portion of the budget.

V. Public Services Department

i. Administration

Mr. Alonso stated that the Administration budget is approximately \$12,567 higher due to COLA. He also stated that the entire Public Works budget for the upcoming fiscal year is \$2,249,881 lower than FY2021-2022. There were no changes in this portion of the budget.

ii. Streets/Streetlights Division

City Manager/Finance Director Alonso explained the budget is \$52,146 lower or 12% than the current year. The decrease is due to reduction of one full time employee and transfer to public properties. The budget includes \$50,000 for city-wide tree planting.

iii. Public Properties

City Manager/Finance Director Alonso stated that the Public Properties budget is about \$32,135 higher than the current year. Budget includes \$100,000 for tree trimming city-wide.

iv. Building Maintenance

City Manager/Finance Director Alonso said the department is \$6,383 higher than the current year. There were no further questions for this section of the budget.

v. Fleet Maintenance

Mr. Alonso explained that the Fleet Maintenance budget is \$40,500 lower than the current year.

vi. Road and Transportation

City Manager/Finance Director Alonso stated that the Road and Transportation, Sanitation and Stormwater funds do not impact the General Fund. The proposed budget is \$3,801 higher than FY2021-2022. The Road and Transportation fund includes funds from the Citizens Independent Transportation Trust (CITT) and the projected revenue for next year is approximately \$632,669. This budget includes funding for alley maintenance new sidewalks city-wide, milling and paving various roads City-wide, and also includes the City's shuttle bus service.

vii. Sanitation

The Sanitation fund is self-sufficient as it is funded through the sanitation fees that are collected on an annual basis, according to Mr. Alonso. The proposed budget is \$50,050 higher than this year. Budget also includes \$25,000 for the purchase of a new pick up truck to replace the current unit which has outlived its service.

viii. Stormwater

Mr. Alonso explained that the Stormwater fund includes fees collected through the water bill. The budget is \$18,466 higher than the previous year. Total revenues totaled \$427,102.

VI. Police

Mr. Alonso commented that the Police Department budget is a \$383,782 increase than last year. Increase of 3% pay raise in accordance with FOP contract. The budget includes equipment purchases such as two K-9 police vehicles, one new patrol vehicle, five new Panasonic Toughbook laptops for police vehicles.

Police Chief Guzman answered Council's questions to their satisfaction. There was no further action on this section of the budget.

VII. LETF Fund

The proposed budget is \$160,954 for the upcoming fiscal year. The Community Policing Office, except for personnel, is funded by the Law Enforcement Trust Fund based on federal forfeitures and guidelines, according to Chief Guzman. There were no changes in this portion of the agenda.

VIII. Debt Service

Mr. Alonso explained that the budget shows an decrease of \$11,331. There were no further questions on this section of the budget.

4. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:36 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 26th day of September, 2022.*

Maria Puente Mitchell, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, September 12, 2022 7:00 p.m.

City Hall Council Chambers, 201 Westward Drive, Miami Springs, Florida

Virtual Council Meeting using Communications Media Technology Pursuant to
Governor's Executive Order 20-69

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Walter Fajet, Ph.D.

Councilman Bob Best

Councilwoman Jacky Bravo

Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Police Chief Armando Guzman

Planning Director Chris Heid (via Zoom)

2. **Invocation:** Offered by Councilman Bob Best

Pledge of Allegiance: The audience participated in leading the pledge.

3. **Agenda / Order of Business**

4. **Awards & Presentations:**

A) Swearing-in Ceremony for Alexander M. Alvarez, Miami Springs Police Department, by Chief Armando Guzman

Mayor Mitchell welcomed Chief Guzman to the meeting. Chief Guzman proceeded to swear-in new police officer Alexander M. Alvarez. Officer Alvarez thanked the Chief, City Administration and the City Council for the opportunity and the support.

B) Introduction by the newly appointed Miami-Dade County Fire Chief Raied S. Jadallah

Mayor Mitchell recognized Fire Chief Raied Jadallah. He took a moment to introduce himself and stated his recent appointment as the new Miami-Dade Fire Rescue Fire Chief. He stated he looks forward to continue meeting the needs of

the City and working with the community on services. He thanked the Mayor and City Council for the opportunity to present himself at the meeting.

C) Yard of the Month Award for July 2022 – 1281 Heron Avenue – Kevin and Jessica Mulet

Mayor Mitchell announced the Yard of the Month for July 2022, Mr. and Mrs. Mulet at 1281 Heron Avenue, the Mulet’s were present to receive the award. Mr. and Mrs. Mulet thanked the Mayor and Council, and the City for the recognition.

D) Recognizing the City Hall Lobby Artist of the Month for September 2022 – Joan Cavalier

Mayor Mitchell welcomed Mrs. Joan Cavalier to the meeting. Mrs. Cavalier thanked the City Council and Administration for allowing her to present her artwork in the City Hall Lobby.

5. Open Forum: The following members of the public addressed the City Council: Jorge Fors, 1415 Algeria Avenue; and Jorge Santin 1249 Heron Avenue.

6. Approval of Council Minutes:

- A) August 15, 2022 – Workshop Meeting
- B) August 22, 2022 – Regular Meeting

Councilman Best moved to approve the minutes of August 15, 2022 Budget Workshop and August 22, 2022 Regular Meeting. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez and Mayor Mitchell voting Yes.

7. Reports from Boards & Commissions:

A) Re-appointing Board Member Wendy Anderson-Booher to the Ecology Board

City Clerk Erika Gonzalez-Santamaria provided information on the process of re-appointing a board member after three consecutive terms. It was the general consensus of the City Council to reappoint Ms. Anderson-Booher to the Ecology Board.

8. Public Hearings:

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Adopting The Proposed Millage Rate For Fiscal Year 2022-2023 In The Amount Of 6.9900 Mills, Which Is 5.35% Higher Than The Roll-Back Rate Of 6.6352 Mills, To Balance The General Fund For Fiscal Year 2022-2023; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title and explained that the millage rate is currently set at 6.9900 with a deficit of \$148,142, and having a \$151,858 for Council allocations. He stated that the following items have been added, the River Cities Festival increased, communications city-wide phone app, subsidy for the Historic Society requests, movie nights throughout the year, approving a limit on donation requests from civic groups and local schools, and adding funding to City Attorney’s budget for City Code revisions. He stated that staff would need direction on the recent proposal made by Councilman Best on allocating an additional 2% COLA to those General employees earning \$50,000 or less. He provided a breakdown on the number of employees that will be receiving the additional benefit and which departments it would affect. The City Manager further stated that the batting cage area is in dire need of repairs due to safety concerns and will require \$30,000 of updating, he also provided millage rate options for the City Council to consider with the additional funding and the request by Councilman Best.

Mayor Mitchell opened the public hearing; there were no speakers. The public hearing closed.

After much discussion, Vice Mayor Fajet moved to approve a millage rate of 6.9100. Councilwoman Bravo seconded the motion, which carried 3-2 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilwoman Bravo, and Mayor Mitchell voting Yes; Councilman Best and Councilman Vazquez voting No.

B) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Adopting A Tentative Budget For The Fiscal Year Commencing October 1, 2022, And Ending September 30, 2023; Confirming Date Of Second Public Hearing; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title, Mayor Mitchell opened the public hearing; there were no speakers. The public hearing closed.

There was no further discussion. Vice Mayor Fajet moved to approve the Resolution. Councilwoman Bravo seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes; Councilman Best voting No.

9. Consent Agenda: (Funded and/or Budgeted):

A) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order To Ovas & Co, LLLC For Citywide Asphalt Patching Services On An As-Needed Basis In An Amount Not To Exceed \$25,000; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date

Assistant City Manager Tammy Romero read the Resolution by title.

Councilwoman Bravo moved to approve the Item. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez and Mayor Mitchell voting Yes.

B) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With CivicPlus, LLC For The Seeclifix 3-1-1 Service Request Management Application Application; Authorizing The City Manager To Issue A Purchase Order To CivicPlus, LLC For The Seeclifix 3-1-1 Service Request Management Application In An Amount Not To Exceed \$15,263.70 For Fiscal Year 2022-23 And Budgeted Funds In Future Fiscal Years; Providing For Implementation; And Providing For An Effective Date

Assistant City Manager Tammy Romero read the Resolution by title. Michael Nicholson and Andrew Shetty from CivicPlus provided an audio and visual presentation.

After some discussion, Councilman Best moved to approve Item 9B. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez and Mayor Mitchell voting Yes.

10. Old Business: None at this time.

11. New Business:

A) Ordinance – First Reading – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 31-11, “Purchasing, Procurement, And Sale Procedures” Of The City’s Code Of Ordinances To Update The City’s Procurement Provisions; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title and the staff memo for the record.

After some discussion, Councilwoman Bravo moved to approve the Ordinance on first reading. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez and Mayor Mitchell voting Yes.

B) Resolution – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, [Approving/Denying] A Variance Application By Juan A. Calvo For Property Located At 400 Park Street To Provide A 10’8” Front Yard Setback Where Section 150-060(E) Of The Code Requires A Minimum Required Front Yard Of Not Less Than 30 Feet Or The Average Depth Of The Front Yard Of The Lot Or Lots Next Adjacent Thereto On Either Side, Whichever Is The Lesser Of The Two; Providing For Conditions; Providing For Violations; And Providing For An Effective Date

This item was deferred to a future meeting.

- C) Discussion on the 100th Year Celebration Committee process

City Manager William Alonso read the staff memo for the record. He stated that the recommendation would be that the City Council appoint one member to the committee, establish a scope of work for the committee, and create a timeline for the committee to complete their work and report to Council. The City Council expressed an interest in hiring an event coordinator or event production company, they also stated that the most fitting Council member to liaise the committee is Councilman Vazquez. He shared his ideas and hopes to be a part of a great event in the upcoming years. City Attorney Haydee Sera explained that she will finalize the draft resolution and provide a final resolution at the next meeting for Council consideration.

12. Other Business: None at this time.

13. Reports & Recommendations:

- A) City Attorney

City Attorney Haydee Sera stated that there are no further updates as of now on the annexation Interlocal Agreement. She stated that she will keep the City posted as soon as something comes about.

- B) City Manager

City Manager William Alonso had no report at this time. Assistant City Manager Tammy Romero announced all the upcoming City events and stated that more information is available on the City website.

- C) City Council

Vice Mayor Fajet thanked the City Manager for his work on the budget process; he stated that his thoughts were with the 9/11 commemoration yesterday. He also announced that Dr. Rolando Montoya, former Miami Dade College President, will be at AIE at 7:00 p.m. speaking on “Pedro Pan” which is hosted by the Miami Springs Historical Museum, he encouraged the community to come out and support the event and Museum.

Councilman Vazquez gave his heartfelt thoughts and prayers to those that perished in the 9/11 tragedy.

Councilwoman Bravo stated that the meeting was quite productive and being able to help the residents of the City during the budget process this year is always nice. She gave her deepest condolences to the Lucy Fernandez family, as her funeral services were held today and is praying for the three girls that are in critical condition that were in the same accident as Ms. Fernandez.

Councilman Best also gave his heartfelt prayers to the victims and the surviving victims of the 9/11 tragedy.

Mayor Mitchell reminded the community that the Farewell Evening honoring Commissioner Sosa's years of service to Miami-Dade County Board of Commission and most of all for to the City of Miami Springs, is on September 28th from 7:00 p.m. to 9:00 p.m.; a cocktail reception will be held at the Curtiss Mansion, and stated that tickets are limited and encourages everyone to reserve a ticket. Mayor Mitchell congratulated all of the City Council on a successful budget process, and working to once again lowering the millage rate without affecting City services.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:50 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 26th day of September, 2022.*

Maria Puente Mitchell, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

RESOLUTION NO. 2022 –

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 IN THE AMOUNT OF 6.9100 MILLS, WHICH IS 4.14 % HIGHER THAN THE ROLL-BACK RATE OF 6.6352 MILLS; ANNOUNCING THE PERCENTAGE INCREASE IN PROPERTY TAXES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 200.065, Florida Statutes, the Miami-Dade County Property Appraiser (“Property Appraiser”) has certified the taxable value within the City of Miami Springs (the “City”) for the year 2022, which includes all real property within the City; and

WHEREAS, on July 20, 2022, the City Council adopted Resolution No. 2022-4014 determining the proposed millage rate for the fiscal year commencing October 1, 2022 and further scheduled public hearings on the millage rate as required by Section 200.065, Florida Statutes, the first hearing was held on Monday, September 12, 2022 at 7:00 P.M. and the second to be held on Monday, September 26, 2022 at 7:00 P.M., both at City of Miami Springs, City Hall, 201 Westward Drive, Miami Springs, Florida 33166; and

WHEREAS, at the initial public hearing on September 12, 2022, the City Council adopted Resolution No. 2022-4027 setting a tentative millage rate of 6.9100 mills; and

WHEREAS, the City Council finds that it is necessary to levy an ad valorem millage rate in the City; and

WHEREAS, the City Council and the City Manager have reviewed the City’s proposed Fiscal Year 2022-2023 Budget, considered an estimate of the necessary expenditures contemplated for in the Budget, and have determined that the final millage rate levy set forth below provides the necessary funds for such expenditures; and

WHEREAS, the City Council, has considered the general public’s comments regarding the final millage rate, has complied with the notice requirements of Florida law, and wishes to adopt the City’s final millage rate to balance the final budget for Fiscal Year 2022-2023.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above-stated recitals are hereby adopted and confirmed.

Section 2. Adopting Final Millage Rate and Announcing Rolled-Back Rate.
That the City of Miami Spring's final millage rate to be levied for the fiscal year commencing October 1, 2022 and ending September 30, 2023 is hereby fixed at 6.9100 mills per \$1,000.00 of assessed property value, which is 4.14% greater than the rolled-back rate of 6.6352 mills per \$1,000.00 of assessed property value.

Section 3. Effective Date. That this Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 26th day of September, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

RESOLUTION NO. 2022 –

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF MIAMI SPRINGS, FLORIDA, ADOPTING A
FINAL BUDGET FOR THE FISCAL YEAR COMMENCING
OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023;
PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS;
PROVIDING FOR BUDGETARY CONTROLS; PROVIDING
FOR GRANTS AND GIFTS; PROVIDING FOR BUDGET
AMENDMENTS; PROVIDING FOR ENCUMBRANCES;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, pursuant to Section 200.065, Florida Statutes, the Miami-Dade County Property Appraiser (“Property Appraiser”) has certified the taxable value within the City of Miami Springs (the “City”) for the year 2022, which includes all real property within the City; and

WHEREAS, on July 20, 2022, the City Council adopted Resolution No. 2022-4014 determining the proposed millage rate for the fiscal year commencing October 1, 2022 and further scheduled public hearings on the millage rate as required by Section 200.065, Florida Statutes, the first hearing to be held on Monday, September 12, 2022 at 7:00 P.M. and the second to be held on Monday, September 26, 2022 at 7:00 P.M., both at City of Miami Springs, City Hall, 201 Westward Drive, Miami Springs, Florida 33166; and

WHEREAS, the City Manager has submitted to the City Council a budget for Fiscal Year 2022-2023 showing estimates of revenues and expenditures, together with the character and object of expenditures and an estimate of all municipal projects pending or to be undertaken; and

WHEREAS, the City Council and the City Manager have reviewed the City’s proposed Fiscal Year 2022-2023 Budget, considered an estimate of the necessary expenditures contemplated for in the Budget, and determined the final millage rate levy to provide the necessary funds for such expenditures; and

WHEREAS, the City Council has considered the general public’s comments regarding the proposed and final budgets, has complied with the notice requirements of Florida law, and wishes to adopt the City’s final budget for Fiscal Year 2022-2023.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above-stated recitals are hereby adopted and confirmed.

Section 2. **Adopting Budget.** The City’s Budget for the fiscal year commencing October 1, 2022 and ending September 30, 2023, is hereby approved and adopted as set in Exhibit “A,” attached hereto and incorporated herein (“Budget”).

Section 3. **Authorizing Expenditure of Budgeted Funds.** Funds appropriated in the Budget may be expended by and with the approval of the City Manager in accordance with the provisions of the City Charter and applicable laws. City funds shall be expended in accordance with the appropriations provided in the Budget adopted herein and shall constitute an appropriation of the amounts specified therein. Supplemental appropriations or the reduction of appropriations, if any, shall be made in accordance with the City Charter, City Code, and applicable laws.

Section 4. **Budget Control.** The Budget establishes a limitation on expenditures by fund total. Fund limitations require that the total sum allocated to each fund for Operating and Capital expenses not be increased or decreased without specific authorization by a duly-enacted Resolution affecting such amendment or transfer. Therefore, the City Manager may authorize transfers from one individual line item account to another and from one department to another so long as the line item and department accounts are within the same fund.

Section 5. **Grants and Gifts.** If and when the City receives monies from any source, be it private or public, by grant, gift, or otherwise, to which there is attached, as a condition of acceptance, any limitation regarding the use of expenditures of the monies received, the funds so received need not be shown in the Operating Budget nor shall said budget be subject to amendment of expenditures as a result of the receipt of said monies, but said monies shall only be disbursed and applied toward the purposes for which the said funds were received. To ensure the integrity of the Operating Budget, and the integrity of the monies received by the City under grants or gifts, all monies received as contemplated above must, upon receipt, be segregated and accounted for based upon generally accepted accounting principles and, where appropriate, placed into separate and individual trust and/or escrow accounts from which any money drawn may only be disbursed and applied within the limitations placed upon same.

Section 6. **Amendments.** If the City Manager determines that an Operating or Capital Fund total will exceed its original appropriation, the City Manager is hereby authorized and directed to prepare such resolutions as may be necessary and proper to amend the Budget.

Section 7. **Encumbrances.** All outstanding encumbrances on September 30, 2022 shall lapse at that time and all lapsed capital encumbrances shall be re-appropriated in the 2022-2023 Fiscal Year.

Section 8. **Effective Date.** That this Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 26th day of September, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT A

FINAL BUDGET

FISCAL YEAR 2022-2023

Funds	Revenues & Reserves	Expense Appropriations & Reserves
General Fund	\$20,247,825	\$20,247,825
Special Revenue Funds	\$3,127,858	\$3,127,858
Enterprise Fund	\$3,034,882	\$3,034,882
Debt Service Fund	\$1,672,926	\$1,672,926
TOTALS	\$28,083,491	\$28,083,491



AGENDA MEMORANDUM

Meeting Date: September 12, 2022

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

From: William Alonso, City Manager / Finance Director

Subject: 1st Reading: Ordinance Amending Section 31-11, “Purchasing, Procurement, and Sale Procedures.”

RECOMMENDATION It is recommended that the City Council Adopt on first reading the proposed Ordinance amending Chapter 31, “General City Policies,” of the City’s Code of Ordinances by amending Section 31-11, “Purchasing, Procurement, and Sale Procedures.”

DISCUSSION

Chapter 31 of the City of Miami Springs (the “City”) Code of Ordinances (“Code”) provides procurement regulations and procedures that govern the City’s purchases. The proposed Ordinance amends the City’s regulations and procedures by modifying the competitive procurement threshold values as highlighted below:

Purchase Amount	Ordinance Proposed Revision	Council Approval Required	Applicable Code Provision
Under \$5,000.00	No change proposed	No	§31-11(C)(1)(a).
Between \$5,000.00 and \$10,000.00	Between \$5,000.00 and \$20,000.00	City Council approval is not required, but the City Manager must obtain three quotes	§31-11(C)(1)(b)
Between \$10,000.01 and \$25,000.00	Between \$20,000.01 and \$100,000.00	City Council approval is required and City Manager must obtain three quotes	§31-11(C)(2)
Over \$25,000.00	Over \$100,000.00	City Council approval is required and the City must competitively procure the purchase unless exempt under Code.	§31-11(E)

These modifications to the competitive procurement thresholds in the City’s Code of Ordinances will improve City staff’s operational efficiency and reduce delays in providing routine goods and services for the day to day needs of the City. Additionally, due to increased inflation most procurements quickly exceed existing purchasing authority limits and City departments find that their day to day operations are slowed down until these items come before Council for approval. Increasing the purchasing limits will allow tasks to be completed in a more efficient manner. Lastly, these increases are in line with how other cities procure their items as well.

Under the proposed Ordinance, exemptions and exceptions from the competitive procurement requirements of Chapter 31 remain unchanged (e.g. purchases made pursuant to contracts competitively procured by state or local governments, sole source purchases, etc.). Additionally, the provisions

authorizing the City Council to waive competitive procurement requirements for good cause pursuant to Section 31-11(E)(6)(g) of the City Code remain unchanged.

Lastly, the proposed Ordinance revises the request for qualifications procedures by providing the City Manager discretion as to whether to conduct interviews of the highest ranked proposers instead of requiring the City Manager to interview the highest ranked proposers.

Second Reading: If the Ordinance is adopted by Council on first reading, it will be advertised for second reading and placed on the agenda for the September 26, 2022 meeting.

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Quotation. ~~An informal notice~~ A written document by a vendor stating the terms and conditions under which he will furnish certain supplies or services.

* * *

(C) *Delegation of purchasing authority.* The City Council of the City of Miami Springs reserves unto itself the right to award all contracts as a result of competitive sealed bids, requests for proposals, and requests for qualifications in which the amount of the award is in excess of ~~\$25,000.00~~ \$100,000.00. The City Council may, however, delegate to the City Manager and City Purchasing Agent the authority to purchase supplies, materials and services, and to award contracts as they may deem in the public interest. In addition, it is the specific policy of the City Council that no contracts for supplies, materials, or services shall be artificially divided in order for any purchase or procurement to fall below a specifically delineated or delegated purchasing authority amount. The City Council hereby delegates it purchasing authority as follows:

(1) The City Manager shall have the authority to purchase supplies, materials and services, and to award contracts for purchases of supplies, materials and services when the good faith estimated total cost thereof does not exceed ~~\$10,000.00~~ \$20,000.00 without the prior approval of the City Council in accordance with the following provisions:

(a) Purchases not exceeding \$5,000.00, shall be permitted without securing any verbal or written price quotations.

(b) Purchases in excess of \$5,000.01 which do not exceed ~~\$10,000.00~~ \$20,000.00 shall only be permitted upon the obtaining of three written price quotations.

(2) The City Manager, subject to the approval of the City Council, shall have the authority to purchase supplies, materials, and services and to award contracts for purchase of supplies, materials, and services when the good faith estimated total cost thereof exceeds ~~\$10,000.01~~ \$20,000.01 and is less than ~~\$25,000.00~~ \$100,000.00 upon the obtaining of three written price quotations.

* * *

(E) *Methods of competitive purchasing and procurement; exceptions.*

(1) All purchases and contracts for supplies, materials and contractual services when the good faith estimated total cost thereof shall exceed ~~\$25,000.00~~ \$100,000.00, shall utilize, and be awarded pursuant to, the competitive sealed bidding process specified in this section.

(2) However, if the City Manager determines that the use of the competitive sealed bidding process is not practicable or not advantageous to the City for the subject purchase in excess of ~~\$25,000.00~~ \$100,000.00, the City may utilize the request for proposals or the request for qualifications procedures set forth in this section.

* * *

76 (H) *Request for qualifications procedure.*

77 * * *

78 (5) The City Manager, his designee, or the City Council ~~shall~~ may then conduct
79 interviews with at least the three highest ranked proposers. If the interviews are
80 conducted by the City Manager, or his designee, a report shall be presented to
81 the City Council recommending the awarding of the contract to one of the
82 interviewed proposers.

83 * * *

84 **Section 3. Conflicts.** All Sections or parts of Sections of the Code of
85 Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of
86 Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

87 **Section 4. Severability.** That the provisions of this Ordinance are declared to
88 be severable and if any section, sentence, clause or phrase of this Ordinance shall for
89 any reason be held to be invalid or unconstitutional, such decision shall not affect the
90 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but
91 they shall remain in effect, it being the legislative intent that this Ordinance shall stand
92 notwithstanding the invalidity of any part.

93 **Section 5. Codification.** That it is the intention of the City Council and it is
94 hereby ordained that the provisions of this Ordinance shall become and be made a part
95 of the City Code, that the sections of this Ordinance may be renumbered or relettered to
96 accomplish such intentions, and that the word Ordinance shall be changed to Section or
97 other appropriate word.

98 **Section 6. Effective Date.** That this Ordinance shall become effective
99 immediately upon adoption on second reading.

100 **PASSED ON FIRST READING** on the _____ day of _____, 2022, on a
101 motion made by _____ and seconded by _____.

102 **PASSED AND ADOPTED ON SECOND READING** this ___ day of _____, 2022,
103 on a motion made by _____ and seconded by _____. Upon being put to a
104 roll call vote, the vote was as follows:

105 Vice Mayor Dr. Walter Fajet _____
106 Councilman Bob Best _____
107 Councilwoman Jacky Bravo _____
108 Councilman Dr. Victor Vazquez _____
109 Mayor Maria Puente Mitchell _____

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114 MARIA PUENTE MITCHELL
MAYOR

115 ATTEST:

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119 _____
ERIKA GONZALEZ, MMC
120 CITY CLERK

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123 APPROVED AS TO FORM AND LEGAL SUFFICIENCY
124 FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

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128 _____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
129 CITY ATTORNEY

CITY OF MIAMI SPRINGS



*Procurement Department
201 Westward Drive
Miami Springs, FL 33166
Phone: (305)805-5054*

Agency	Manager's Authority / Procurement Officer	Threshold Procedure
Village of Key Biscayne	<p><u>For Goods & Services</u></p> <ul style="list-style-type: none"> • Under \$5,000.00 – no formal requirement • \$5,000.01-\$50,000 – requires 3 quotes • Over \$50,000 – Competitive Sealed Process <p><u>For Professional Services</u></p> <ul style="list-style-type: none"> • Under \$50,000 – 1 written proposal 	<ul style="list-style-type: none"> • Professional Services: Over \$50,000 must require Council approval
City of Miramar	<ul style="list-style-type: none"> • \$0.00—\$5,000.00 - No competition required • \$5,000.01—\$10,000.00 - A minimum of 3 oral or written quotations required • \$10,000.01—\$75,000.00 - A minimum of 3 written quotations required • \$75,000.01 + Formal advertised bids or proposals required 	<ul style="list-style-type: none"> • Contract for commodities or services exceeding \$75,000 shall require Council approval for single City Departments. • Contract for commodities or services exceeding \$150,000 shall require Council approval for multiple City Departments.
Town of Cutler Bay	<ul style="list-style-type: none"> • Purchases of or contracts for materials, supplies, equipment, improvements or services where the total amount expended is not greater than \$5,000.00 may be made or entered into by the town manager without competitive bidding and without town council approval. • Purchases of or contracts for materials, supplies, equipment, improvements or services where the total amount expended is in excess of \$5,000.00, but which is less than \$25,000.00, may be made or entered into by the town manager without town council approval provided that three competitive quotations are obtained. • Single purchases directly related to architectural and design services, leasing, maintenance, janitorial, and construction and construction management services for town hall, where the total amount expended is not greater than \$100,000.00, may be made or entered into by the town manager without competitive bidding and without town council approval. 	<ul style="list-style-type: none"> • Purchases of or contracts for materials, supplies, equipment, improvements or services where the total amount expended is \$25,000.00 or more shall be awarded by the town council after formal competitive bidding.
Village of Bal Harbor	<ul style="list-style-type: none"> • The Village Manager may purchase and/or enter into contracts for the procurement of services, materials, supplies or equipment where the total cost of any single expenditure does not exceed \$20,000.00 without the approval of the Village Council. 	<ul style="list-style-type: none"> • No purchasing thresholds.
Village of Pinecrest	<ul style="list-style-type: none"> • Purchases less than \$10,000.00. for materials, supplies, equipment, improvements or services, not in excess of \$10,000.00, may be made or entered into by the village manager. • Purchases more than \$10,000.00 but less than \$50,000.00 for materials, supplies, equipment, improvements or services, is in excess of \$10,000.00 but which does not exceed \$50,000.00, may be made or entered into by the 	<ul style="list-style-type: none"> • Purchases in excess of \$50,000.00. The village council shall approve all purchases of or contracts for materials, supplies, equipment, public

	village manager without submittal to the village council, but shall require that the village manager obtain quotes from at least three different vendors.	improvements or services.
City of Coral Gables	<p><u>Authority of City Manager</u></p> <ul style="list-style-type: none"> • Purchases up to \$100,000.00 for supplies and services and up to \$25,000.00 in construction <p><u>Authority of Chief Procurement Officer</u></p> <ul style="list-style-type: none"> • Recommend to the city manager all contract awards in excess of \$25,000.00 for supplies, services and/or construction and approve all purchases and awards up to \$25,000.00 for supplies and services. 	<ul style="list-style-type: none"> • All contract awards in excess of \$100,000.00 for supplies and services and in excess of \$25,000.00 for construction.

Code Section	Details	Current Policy	Proposed Policy
City Manager Expenditure Authority			
31-11 (C) (1) (a)	Purchases under \$5,000.00 may be made by the City Manager without seeking quotes.	\$5,000.00	Unchanged
31-11 (C) (1) (b)	Purchases in excess of \$5,000.01 and less than \$10,000 require the City Manager to obtain 3 written quotes	\$5,000.01 to \$10,000	\$5,000.01 to \$20,000
City Council Approval Required			
31-11 (C) (2)	Purchases in excess of \$10,000.01 and less than \$25,000 require 3 written quotes and Council approval	\$10,000.01 to \$25,000	\$20,000.01 to \$100,000
31-11 (E) (1) & (2)	Purchases in excess of \$25,000 require competitive sealed bids (ITB, RFP, or RFQ)	\$25,000	\$100,000

CITY OF MIAMI SPRINGS
Procurement Method Options

City Council Approval Not Required

- §31-11(C)(1)(a): Purchase under \$5,000.00
- §31-11(C)(1)(b): Purchase between \$5,000.01 and \$10,000.00 → \$5,000.01 and \$20,000.00 (at least 3 quotes obtained)

City Council Approval Required

- §31-11(C)(2): Purchase between \$10,000.01 and \$25,000.00 → \$20,000.01 and \$100,000.00 (at least 3 quotes obtained)
- §31-11(E)(1): Purchase exceeds \$25,000.00 → \$100,000.00; Competitive Sealed Bid Performed in accordance with §31-11(F)

Check One: ITB RFP RFQ

- §31-11(E)(2): Purchase exceeds \$25,000.00 → \$100,000.00; Competitive Sealed Bid – Not Practical or Advantageous

Check One: ITB RFP RFQ

- §31-11(E)(3): CCNA Services Pursuant to §287.055, F.S.
- §31-11(E)(4): Professional Services set forth in §31-11(E)(4)(a)-(d)

Check One: RFP RFQ

- §31-11(E)(5): Exempt Other Government/Cooperative Contract ("Piggyback")
- §31-11(E)(6)(c): Exempt Sole Source Purchase of Goods or Services
- §31-11(E)(6)(d): Exempt Sole Source Purchase of Leasehold Interest in Real Property
- §31-11(E)(6)(e): Exempt Emergency Procurement
- §31-11(E)(6)(f): Exempt Disaster Preparedness
- §31-11(E)(6)(g): Waiver of Competitive Procurement Procedures for good cause in best interest of City*
- §31-11(J): Purchase or Sale of Real Property

*Requires a 4/5 majority vote of City Council

Other Contract Considerations:

Is there an existing contract with the vendor/consultant? Yes No

Copy of contract attached

Term of Contract: Start: _____ End: _____

Are there renewal options? Yes No

If yes, how many? _____

Have all option years been used? Yes No
If no, how many option years remain? _____

SAMPLE

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, **[APPROVING/DENYING]** A VARIANCE APPLICATION BY JUAN A. CALVO FOR PROPERTY LOCATED AT 400 PARK STREET TO PROVIDE A 10'8" FRONT YARD SETBACK WHERE SECTION 150-060(E) OF THE CODE REQUIRES A MINIMUM REQUIRED FRONT YARD OF NOT LESS THAN 30 FEET OR THE AVERAGE DEPTH OF THE FRONT YARD OF THE LOT OR LOTS NEXT ADJACENT THERETO ON EITHER SIDE, WHICHEVER IS THE LESSER OF THE TWO; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, consistent with the requirements set forth in Section 150-111 of the City of Miami Springs' (the "City") Code of Ordinances (the "Code"), Juan A. Calvo (the "Applicant") has submitted a variance application to permit a 10 foot 8 inch front yard setback for a portion of the building where Section 150-060(E) of the Code requires a minimum front yard of not less than 30 feet or the average depth of the front yard of the lot or lots next adjacent thereto on either side, whichever is the lesser of the two (the "Application"); and

WHEREAS, the Applicant's property is located at 400 Park Street (Folio No. 05-3024-006-2010) as further legally described on Exhibit "A" (the "Property"); and

WHEREAS, City staff has reviewed the Application and recommends approval; and

WHEREAS, on September 8, 2022, the Board of Adjustment, conducted a public hearing and recommended **[approval/approval with conditions/denial]** of the Application; and

WHEREAS, public notice was provided in accordance with law; and

WHEREAS, after a duly noticed public hearing, the City Council, based upon competent substantial evidence in the record, finds that the Application **[does/does not]** meet the requirements of the City Code and finds that the Application **[is/is not]** consistent with the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval/Denial. The City Council, after review of competent substantial evidence in the record and a duly noticed public hearing, finds that the Application **[does/does not]** meet the approval criteria set forth in Section 150-111 of the City Code and hereby **[approves/denies]** the Application to permit a 10 foot 8 inch front yard setback for a portion of the building where Section 150-060(E) of the Code requires a minimum front yard of not less than 30 feet or the average depth of the front yard of the lot or lots next adjacent thereto on either side, whichever is the lesser of the two.

Section 3. Conditions [if approved]. That the approval granted by this Resolution is subject to compliance with the following conditions, to which the Applicant stipulated and agreed to at the public hearing:

- a. Plans shall substantially comply with those submitted. Substantial compliance shall be at the sole determination of the City. Plans are as follows:
 - i. Sheet 1 of 1, Survey MAPCONS Group, LLC., dated, signed and sealed by Orlando Grandal, PSM, May 24, 2022.
 - ii. Sheet A-100, Site Plan, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022.
 - iii. Sheet L-001, Landscape Site Plan, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022.
 - iv. Sheet A200, Floor Plans, by Allen Plasencia, R.A., dated, signed and sealed August 02, 2022.
 - v. Sheet A400, Elevations, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022.
 - vi. Sheet A401, Elevations, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022.
 - vii. Sheet A402, Elevations, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022.
 - viii. Sheet A1100, Site Photos/ Materials, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022.

- b. Any variances granted by the City Council shall be null and void if the applicant does not obtain a building permit and commence construction within one year of the date of the granting of the variance. If unusual circumstances exist, the variance may be extended by the City Council for an additional six-month period. No extensions beyond the time periods specified above are authorized.
- c. Any conditions upon which this approval is granted shall be incorporated on a cover sheet of the plans submitted for building permit.
- d. All curbing shall be Miami-Dade County Type "D". All landscaped areas must be enclosed with said curbing.
- e. Final architectural plans shall be submitted to, and approved by staff prior to the issuance of a building permit.
- f. Any substantial deviation from the site plan must be approved by the City Council at a public hearing. Minor deviations from the site plan may be addressed administratively. What constitutes substantial and minor deviations is at the sole discretion of the City.
- g. No satellite dishes, including cable television, may be located on the building walls or the property.
- h. All utilities connecting the proposed building shall be located underground.
- i. Prior to the issuance of the first building permit, the applicant shall record at the applicant's expense a unity of title, or provide evidence of a previously recorded unity of title, in a form acceptable to the City Attorney.

Section 4. Violations. Failure to adhere to the terms of this approval shall be considered a violation of the City Code. Penalties for such violation shall be as prescribed by the City Code, which include, but are not limited to, the revocation of the approval granted by this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Dr. Walter Fajet _____
Councilman Bob Best _____
Councilwoman Jacky Bravo _____
Councilman Dr. Victor Vazquez _____
Mayor Maria Puente Mitchell _____

PASSED AND ADOPTED this _____ day of _____, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT A
Legal Description

Lots 15 and 16, in Block 76, of COUNTRY CLUB ESTATES, SECTION ONE, according to the Plat thereof, as recorded in Plat Book 28, at Page, 11, of the Public Records of Miami-Dade County, Florida.

AND

Tract "A", in Block 76, of COUNTRY CLUB ESTATES, SECTION ONE, according to the Plat thereof, as recorded in Plat Book 34, at Page 39, of the Public Records of Miami-Dade County, Florida.

(TRACT A) FORMERLY KNOWN AS:

Lot 14, in Block 76, of COUNTRY CLUB ESTATES, SECTION ONE, according to the Plat thereof, as recorded in Plat Book 28, at Page 11, of the Public Records of Miami-Dade County, Florida.

Council Case# 01-C-22

Variance Case# 02-V-22

JUAN CALVO

400 PARK STREET

City Council meeting

Meeting: 09-26-2022



**CITY OF MIAMI SPRINGS
OFFICE OF THE CITY CLERK**

201 Westward Drive
Miami Springs, FL 33166-5259
Phone: 305.805.5006
Fax: 305.805.5028

TO: Honorable Mayor Mitchell and Members of the City Council
FROM: Erika Gonzalez-Santamaria, MMC, City Clerk
VIA: Sandra Duarte, Assistant to the City Clerk
DATE: September 09, 2022
SUBJECT: Board of Adjustments Recommendation

At the regular meeting of September 8, 2022, the Board of Adjustments recommended the following to Council:

4. New Business

- a. Case# 01-V-22

Board Member Molina moved to approve the variance with the conditions set forth by the City Planner.

First: Molina
Second: Valencia
Roll Call: 4-0



CITY OF MIAMI SPRINGS PLANNING DEPARTMENT
CITY COUNCIL STAFF REPORT

*201 Westward Drive
Miami Springs, FL 33166
Phone:(305) 805-5030
Fax:(305) 805-5036*

TO: Board of Adjustment
Mayor & City Council

FROM: Christopher Heid, City Planner

DATE: September 6, 2022

SUBJECT: Variance Application for Front Yard Setback

CASE # 02-V-22

APPLICANT: Juan A. Calvo

ADDRESS: 400 Park Street

ZONING DISTRICT: R-3A MULTIPLE FAMILY LOW DENTISTRY

FUTURE LAND USE MAP (FLUM) CATEGORY: Multi-family

THE PROPERTY: The property consists of single parcel of land, nearly rectangular in shape, with an angular cut at the corner facing Glen Way. The property abuts three streets, Hibiscus Drive, Park Street, and Glen Way. A 16 foot wide alley abuts the property on the south. The subject property is 15,241 square feet in size.

THE PROPOSAL: The applicant is seeking site plan approval in order to build six apartments, which will look like townhouses. An existing single family home on the site will be demolished to accommodate the proposed project. However, in order to construct the project as set forth in the site plan, the applicant requests a variance pursuant to section 150-060(E) of the City's Code of Ordinances to provide a front yard setback of 10'8" for a portion of the building where the Code requires a minimum front yard of not less than 30 feet or the average depth of the front yard of the lot or lots next adjacent thereto on either side, whichever is the lesser of the two. In this instance, the requested variance results in a 19'4" variance for a portion of the building from the required setback.

THE PROJECT: The six units are identical in size, design and layout. Each unit is approximately 1,500 SF in size and three stories in height. The ground floor contains an en-suite bedroom or office and a carport/garage. The floor is accessed

both from the front door and through the carport at rear. A staircase leads to the second floor, which contains a living area, dining area, open kitchen, and a half bathroom with laundry room. A large balcony extends along the front of this level looking out into Hibiscus Drive. A staircase leads to the third floor that contains two en-suite bedrooms, including a master bedroom with a Juliette balcony facing Hibiscus Drive.

The architecture is of a unique Caribbean-influenced style with stucco walls, multi-paned windows and a steeply sloped flat tile roofs.

Parking required is 14 spaces, and 14 spaces are provided.

The property is heavily landscaped, and needs only smaller under plantings and ground covers. In addition, a CBS garbage enclosure is provided at the rear.

This area of the City has not seen the construction of multi-family units in decades, and will be a welcome addition to the neighborhood.

ANALYSIS: Section 150-111 of the City Code allows property owners to request a variance for certain types of deviations from the code when there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of Chapter 150 of the Code. There are five criteria for granting a variance according to Section 150-111 as follows:

Criteria No. 1. Owing to special conditions, a literal enforcement of the provision of the chapter results in an unnecessary hardship and the spirit of the chapter shall be observed and substantial justice done. See §150-111(B)(2).

Staff Analysis: The applicant is proposing a 6-unit apartment complex, which look like townhouses. The shape of the lot is irregular and literal enforcement of the required 30 ft. setback pursuant to Section 150-060(E) on 3 sides of the property (Hibiscus, Park, and Glenn) would result in a substantial hardship. Only a small corner of the building is actually proposed to be located in the required front yard. The building contains 3,675 square feet, of which 338 square feet (10.8)% are in the required front yard.

Criteria No. 2. The variance will not constitute any change in the districts shown on the zoning map. See §150-111(B)(4).

Staff Analysis: This property is bounded by four streets and an alley making a conventional building footprint quite difficult.

Criteria No. 3. The variance will not impair an adequate supply of light and air to adjacent property, or materially increase the danger of fire. See §150-111(B)(4).

Staff Analysis: There are no neighbors or adjacent properties on Park St./Glenn where the variance is being requested so no one is being affected.

The variance will not materially increase the danger of fire as the project has only one neighbor on the opposite side of the variance request.

Criteria No. 4. The variance will not materially diminish or impair established property values within the surrounding area. See §150-111(B)(4).

Staff Analysis: The proposal will only increase the value of the surrounding area as it replaces an aging single family home with six higher end units, all with three bedrooms with en-suite baths. As this is a project that is located in a multi-family zoning district, it is more appropriate than the existing single family home.

Criteria No. 5. The variance will not in any other respect impair the public health, safety, morals, and general welfare of the city. See §150-111(B)(4).

Staff Analysis: This project would benefit the general welfare of the City by the addition of much needed multifamily units, and a greatly increased tax base.

STAFF RECOMMENDATION:

It is recommended that the request for a variance be approved subject to the following conditions:

1. Plans shall substantially comply with those submitted. Substantial compliance shall be at the sole determination of the City. Plans are as follows:
 - Sheet 1 of 1, Survey MAPCONS Group, LLC., dated, signed and sealed by Orlando Grandal, PSM, May24, 2022.
 - Sheet A-100, Site Plan, by Allen Plasencia, R.A., dated, signed and sealed June20, 2022
 - Sheet L-001, Landscape Site Plan, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022
 - Sheet A200, Floor Plans, by Allen Plasencia, R.A., dated, signed and sealed August 02, 2022
 - Sheet A400, Elevations, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022
 - Sheet A401, Elevations, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022
 - Sheet A402, Elevations, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022
 - Sheet A1100, Site Photos/ Materials, by Allen Plasencia, R.A., dated, signed and sealed June 20, 2022

2. Any variances granted by the City Council shall be null and void if the applicant does not obtain a building permit and commence construction within one year of the date of the granting of the variance. If unusual circumstances exist, the variance may be extended by the City Council for an additional six-month period. No extensions beyond the time periods specified above are authorized.
3. If approved, the final order, including any conditions upon which the approval is granted shall be incorporated on a cover sheet of the plans submitted for building permit.
4. All curbing shall be Miami-Dade County Type "D". All landscaped areas must be enclosed with said curbing.
5. Final architectural plans shall be submitted to, and approved by staff prior to the issuance of a building permit.
6. Any substantial deviation from the site plan must be approved by the City Council at a public hearing. Minor deviations from the site plan may be addressed administratively. What constitutes substantial and minor deviations is at the sole discretion of the City.
7. No satellite dishes, including cable television, may be located on the building walls or the property.
8. All utilities connecting the proposed building shall be located underground.
9. Prior to the issuance of the first building permit, the applicant shall record at the applicant's expense a unity of title, or provide evidence of a previously recorded unity of title, in a form acceptable to the City Attorney.



Official Use Only
Submission Date: 06/08/22
Case No.: 02-V-22

Building & Planning Department
 201 Westward Drive
 Miami Springs, FL 33166
 Phone: 305-805-5034 Fax: 305-805-5036
www.miamisprings-fl.gov

CITY OF MIAMI SPRINGS

HEARING APPLICATION

APPLICANT INFORMATION	
APPLICANT NAME <i>JUAN A. CALVO</i>	PROPERTY ADDRESS <i>400 PARK ST.</i>
APPLICANT PHONE NUMBER (BEST NUMBER TO REACH YOU) <i>(305) 527-8817</i>	E-MAIL ADDRESS <i>CALVOJ@COMCAST.NET</i>

Request that a determination be made by the Zoning and Planning Board of the City of Miami Springs, on the following project that was reviewed and discussed with the City Planner, in which the City Planner could not exercise discretion and which, in his opinion, might properly come before the Board.

PROPERTY INFORMATION	
LEGAL DESCRIPTION <i>14,15,16 76 "C.C. ESTATES, SECT. ONE"</i>	LOT SIZE AND ZONING DISTRICT <i>15,241 R-3A</i>
LOT(S) BLOCK SUBDIVISION <i>14,15,16 76</i>	LOT SIZE ZONING DISTRICT <i>15,241 R-3A</i>
HAVE ANY PREVIOUS APPLICATIONS OR APPEALS BEEN FILED WITHIN THE LAST SIX (6) MONTHS IN CONNECTION WITH THESE PREMISES? YES _____ NO <input checked="" type="checkbox"/>	
IF YES, BRIEFLY STATE THE NATURE OF THE PREVIOUS APPLICATION:	
IF YOU ARE THE OWNER, HOW LONG HAVE YOU OWNED THE PROPERTY? <i>19.6 YEARS</i>	WHAT IS THE APPROXIMATE MARKET VALUE INVOLVED IN THIS PROJECT? \$ <i>1.8 M</i>

Please include the follow information in your application letter:

(I)(We) Hereby petition the City of Miami Springs, FL to review the instant petition for Zoning and Planning Board approval on the following legally described property:

(Please include a separate document stating the full legal description of the property, the property address, lot size, and type of use and improvement proposed – state also whether new structures are to be built, existing structures used, or additions made to existing buildings. State in what way the proposed plan/project will be appropriate and desirable to the City of Miami Springs, and the effect of the proposed plan/ project in the immediate neighborhood. Include what circumstances that justify the approval of the plan/ project.

(I) (We) understand this petition becomes part of the permanent records of the Zoning and Planning Board.

(I) (We) hereby certify that the above statements and the statements or showing made in any papers and/or plans submitted are true to the best of my/our knowledge and belief.

[Handwritten Signature]

Signature of Owner

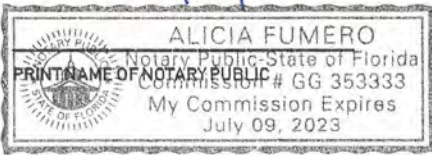
Juan A. Calvo

Printed name of Owner

The contents of this petition are Sworn to and subscribed before me this 26 day of May, 2022

[Handwritten Signature]

SIGNATURE OF NOTARY PUBLIC - STATE OF FLORIDA



STAMP SEAL

COMMISSION EXPIRES: _____
PERSONALLY KNOWN: _____
PRODUCED IDENTIFICATION: _____

Signature of Co-Owner

Printed name of Co-Owner

The contents of this petition are Sworn to and subscribed before me this ____ day of _____, 20__.

SIGNATURE OF NOTARY PUBLIC - STATE OF FLORIDA

PRINT NAME OF NOTARY PUBLIC

STAMP SEAL

COMMISSION EXPIRES: _____
PERSONALLY KNOWN: _____
PRODUCED IDENTIFICATION: _____

May 25, 2022

Juan A Calvo
210 Duval Dr.
Miami Springs, Fl 33166

City of Miami Springs, Florida
Zoning and Planning Board

Re: **LETTER OF REQUEST** / 400 Park St.

Dear Zoning and Planning Board,

I have owned the subject property for almost 20 years and recently have decided to develop the site. The area is zoned R-3A and I am entitled to build up to seven units. The proposed project includes a 6 unit townhouse project with a total of 9,874 s.f. and 14 parking spaces as required. Each unit is three stories high and approximately 1,500 sf including parking under the building. Probably the most unique characteristic of this site is the number of existing mature Oaks, Banyans and Almond trees, as well as numerous palms of different kinds that will surround the new residential project.

400 Park has one main challenge when it comes to laying out multiple units and that is the irregular shape of the lot and the fact that it is situated on a corner with multiple adjoining streets. Because Section 160-060(F)(1) requires no less than 30' for side yards adjoining a street, the eastern most part of the site becomes very limited and inefficient. **The purpose of this letter is to seek a Side Yard Setback variance from the requirements of Section 160-060(F)(1).**


I am asking the board to grant a 10'-8" side yard set back on Glen Way which would allow a 6 unit townhouse development project as submitted for your review.

In consideration of this request, please note the following:

1. The irregular shape of the lot/corner condition as previously mentioned.
2. The side yard variance is being requested on Glen Way(only) which has a large triangular green median directly across the street. There would be no impact or hardship to my neighbor, Grace Lutheran as they are substantially far away and on the opposite side of said median.
3. There are several mature trees on the Glen Way side yard that would screen the project from the street, in particular, a 30' high Banyan Tree with a 40' canopy. At the ground level, a hedge is being proposed that will delineate the perimeter of the entire site.
4. Lastly, the green swale adjacent to the property on Glen Way measures 14.8' which adds another level of separation from the public.

Thank you for reviewing this request. If you should have any questions, you may reach me at 305-527-8817.

Sincerely,



Juan A Calvo, Owner



400 PARK LOFTS

Miami Springs, Florida

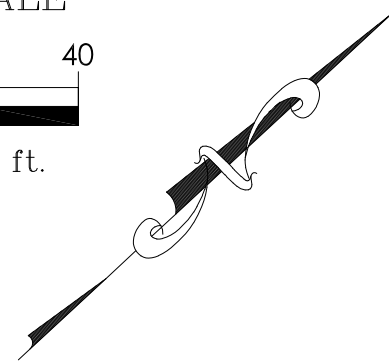
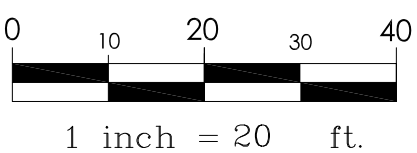
DESIGN DIRECTIVE STUDIO, LLC

© 2022

Architect
Design Directive Studio, LLC
449 Wren Avenue
Miami Springs, FL 33136
P 305 610 2858

SKETCH OF BOUNDARY SURVEY

GRAPHIC SCALE

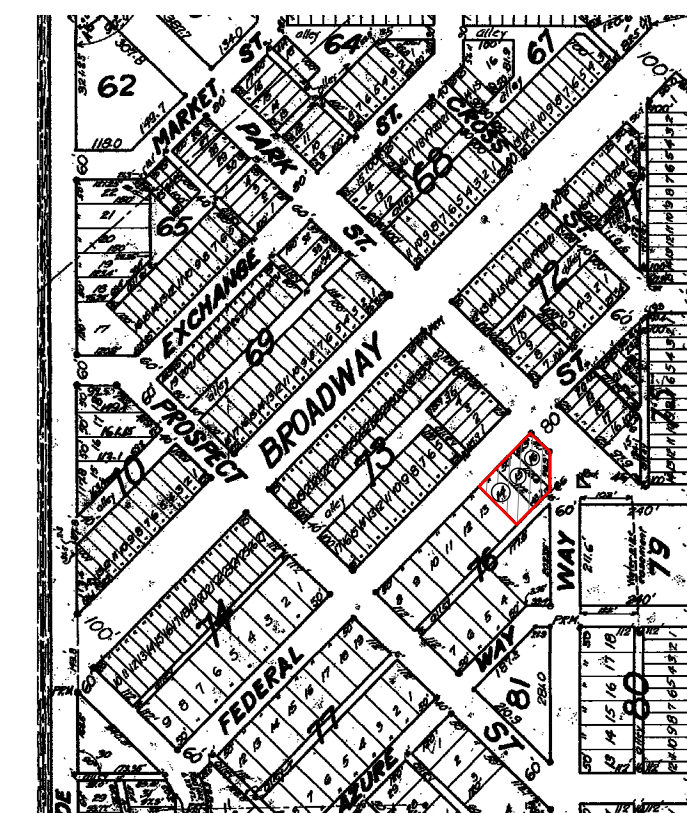


LOCATION MAP
SCALE.....N.T.S.

SUBDIVISION NAME: "COUNTRY CLUB ESTS AMD PL SEC 1"

LEGEND AND ABBREVIATIONS:

P.L.S.	PROFESSIONAL LAND SURVEYOR
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
S/F.N.&D.	SET OR FOUND NAIL & DISC
S/F.I.P.	SET OR FOUND 1/2" IRON PIPE
B.C.R.	BROWARD COUNTY RECORDS
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
ID.	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD AND CAP
FND. 1/2"	FOUND NAIL AND DISC
CL	CENTER LINE
ML	MONUMENT LINE
(C)	CALCULATED DATA
(R)	DATA PER LEGAL DESCRIPTION
R.E.	RIM ELEVATION
C.B.S.	CONCRETE BLOCK & STUCCO
C.L.F.	CHAIN LINK FENCE
F.F.E.L.V.	FINISH FLOOR ELEVATION
(M)	MEASURED
A/C	AIR CONDITIONING UNIT
R	RADIUS
Δ	DELTA
L	LENGTH
T	TANGENT
CONC.	CONCRETE
ELV.	ELEVATION
N.T.S.	NOT TO SCALE
PB.	PLAT BOOK
⊙	LIGHT STEEL POLE
⊙	ALUMINUM LIGHT POST (SINGLE)
⊙	UTILITY WOOD POLE
⊙	CONCRETE POWER POLE (CIRCULAR)
⊙	C.B.S. WALL
⊙	WATER VALVE
⊙	METAL FENCE
⊙	CHAIN LINK FENCE
⊙	WATER METER
⊙	TRAFFIC SIGN
⊙	T.V BOX
⊙	METAL LID
⊙	AIR CONDITIONING UNIT
⊙	WATER METER
⊙	SPOT ELEVATION



South Side Land Co. in an instrument with force of law...
 These streets, sidewalks, concrete roads, drive, etc.,...
 I witness whereof the said Curtis Bright Co. and its corporate officers and agents...
 Signed, Sealed and Delivered in the presence of...
 Curtis Bright Co.
 State of Florida

LEGAL DESCRIPTION:

LOTS 15 AND 16, IN BLOCK 76, OF "COUNTRY CLUB ESTATES, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGE 11, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND TRACT "A", IN BLOCK 76, OF "COUNTRY CLUB ESTATES, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, AT PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

(TRACT A) FORMERLY KNOWN AS:
 LOT 14, IN BLOCK 76, OF "COUNTRY CLUB ESTATES, SECTION ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGE 11, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

THE SHOWN LEGAL DESCRIPTION USED TO PERFORM THIS BOUNDARY SURVEY WAS PROVIDED BY ORIGINAL RECORD BOOK 21929, PAGE 2483 AND ORIGINAL RECORD BOOK 29519, PAGE 3962, RESPECTIVELY, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
 THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
 THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:10000.
 IF THIS DOCUMENT IS BEING READ IN PAPER FORMAT, IT IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. IF THE DOCUMENT IS IN ELECTRONIC FORMAT, ACCORDING TO CHAPTER 5J-17.062 SECTION 3, IT IS NOT VALID UNLESS ELECTRONICALLY SIGNED. THE FINAL HARD COPY OF THE DOCUMENT MUST HAVE THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE SURVEYOR.
 THE ISSUE OF THIS SURVEY IS ONLY FOR THE EXCLUSIVE AND SPECIFIC USE OF THOSE PERSONS, PARTIES OR INSTITUTIONS IN THE CERTIFICATE.
 THE LIABILITY OF THIS BOUNDARY SURVEY IS LIMITED TO THE COST OF THE SURVEY.
 THE PROPERTIES DESCRIBED ON THIS SURVEY, LIE WITHIN A FLOOD ZONE "AH", AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). THE FLOOD INSURANCE RATE MAP IDENTIFIED AS COMMUNITY PANEL No. 120653-0283L, WITH AN EFFECTIVE DATE OF SEPTEMBER 11, 2009, BASE FLOOD ELEVATION 7.0 FEET.
 ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929, AS PER MIAMI-DADE COUNTY BENCHMARK NAME M-74, WITH AN ELEVATION OF 9.41 FEET, LOCATED OVER US HIGHWAY 27 AND CURTISS PARKWAY, WITH A DESCRIPTION: BRASS BAR IN NORTHEAST CORNER OF BRIDGE FOR SOUTHERLY BOUND TRAFFIC GOING FROM THE HIALEAH SIDE OF RIVER INTO MIAMI SPRINGS SIDE.
 UNDERGROUND ENCROACHMENTS, IF ANY, ARE NOT SHOWN. THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATION AND/OR UNDERGROUND IMPROVEMENTS OF ANY NATURE.
 ANY FEMA FLOOD ZONE INFORMATION PROVIDED ON THIS SURVEY IS FOR INFORMATIONAL PURPOSE ONLY AND IT WAS OBTAINED AT www.fema.com.
 NORTH ARROW DIRECTION IS BASED ON AN ASSUMED MERIDIAN.
 THE SURVEYOR DOES NOT DETERMINE FENCE AND/OR WALL OWNERSHIP.

NOTE:

- TREE TRUNK DIAMETERS WERE MEASURED AT A HEIGHT ±4.5 FEET FROM THE GROUND.
- FOR PROPER AND SCIENTIFIC TREE NAME AN ARBORIST SHOULD BE CONTACTED.
- THE SURVEYOR IS NOT RESPONSIBLE FOR TREE NAMES INDICATED IN THIS CHART.

NOTICE:

THIS DRAWING IS THE PROPERTY OF MAPCONS GROUP, LLC.

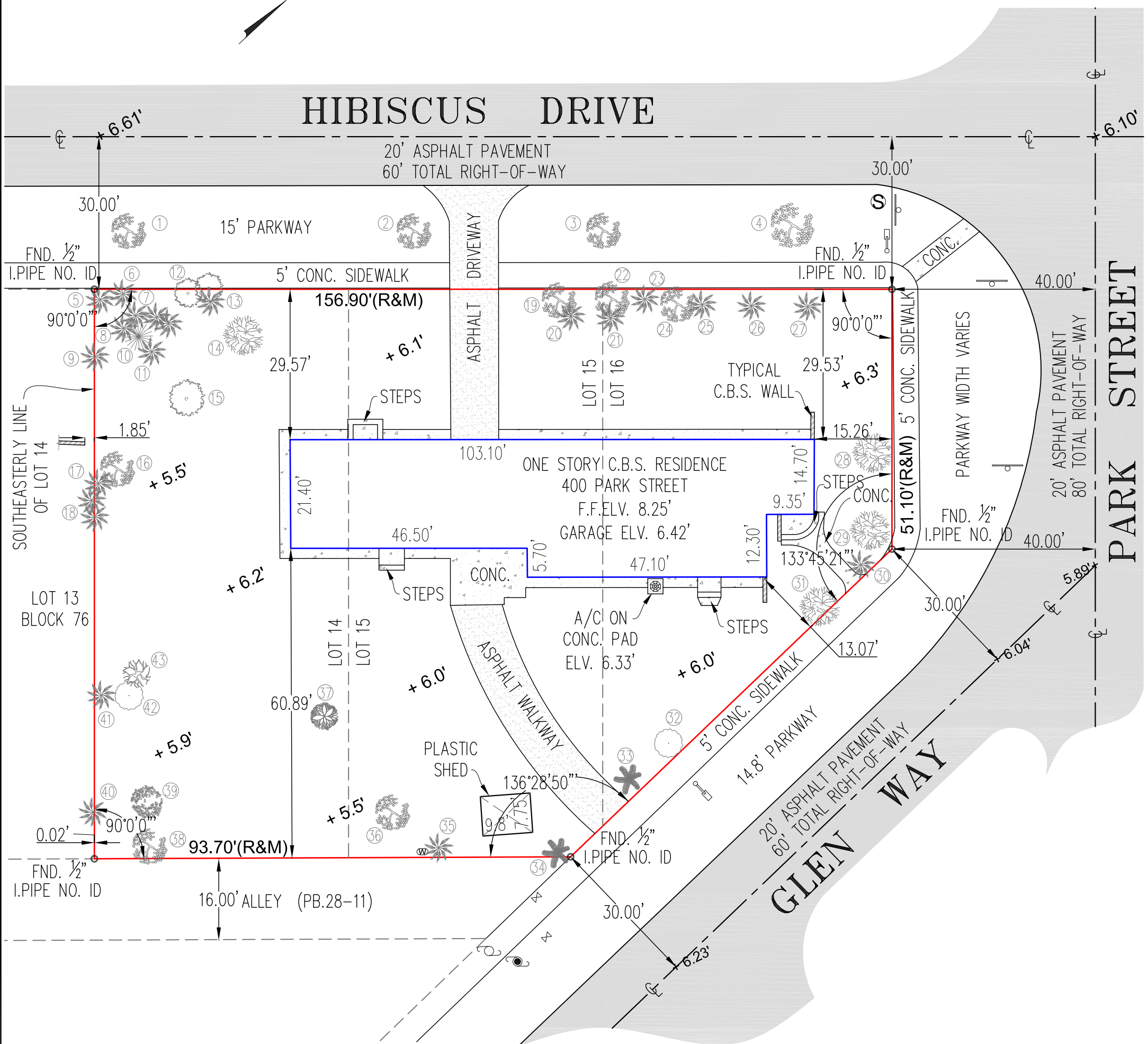
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF "BOUNDARY SURVEY" AND THE SURVEY MAP IS TRUE AND CORRECT AND WAS MADE UNDER MY DIRECT SUPERVISION AND THAT IT MEETS THE "STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS" PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTED LAW, CHAPTER 472.027, OF THE FLORIDA STATUTES.

MAPCONS GROUP, LLC., A FLORIDA LIMITED LIABILITY COMPANY
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB8352.

By:
 ORLANDO GRANDAL
 PROFESSIONAL SURVEYOR AND MAPPER
 PSM No. 6677
 STATE OF FLORIDA



TREE CHART

No.	BOTANICAL NAME	COMMON NAME	DIAMETER (IN.)	CANOPY (FT.)	HEIGHT (FT.)
1	QUERCUS VIRGINIANA	OAK	13.2"±	25'±	30'±
2	QUERCUS VIRGINIANA	OAK	8.4"±	20'±	18'±
3	QUERCUS VIRGINIANA	OAK	10.8"±	20'±	21'±
4	QUERCUS VIRGINIANA	OAK	24.0"±	25'±	25'±
5	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	7'±	15'±
6	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	12'±	20'±
7	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (3)	4.8"±	12'±	20'±
8	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	8'±	20'±
9	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	12'±	18'±
10	MELALEUCA	MELALEUCA	36.0"±	20'±	25'±
11	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	12'±	20'±
12	POUTERIA SAPOTA	SAPOTE (2)	4.8"±	10'±	10'±
13	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	8'±	15'±
14	FICUS BENGHALENSIS	BANYAN	60.0"±	50'±	40'±
15	POUTERIA SAPOTA	SAPOTE	13.2"±	20'±	20'±
16	QUERCUS VIRGINIANA	OAK	31.2"±	50'±	40'±
17	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	6.0"±	8'±	18'±
18	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (2)	4.0"±	10'±	20'±
19	QUERCUS VIRGINIANA	OAK	14.4"±	25'±	25'±
20	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (CLUSTER)	N/A	N/A	N/A
21	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (CLUSTER)	N/A	N/A	N/A

22	QUERCUS VIRGINIANA	OAK	13.2"±	20'±	25'±
23	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	10'±	18'±
24	QUERCUS VIRGINIANA	OAK	24.0"±	30'±	25'±
25	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	10'±	18'±
26	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (CLUSTER)	N/A	N/A	N/A
27	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	N/A	N/A	N/A
28	FICUS BENGHALENSIS	BANYAN	48.0"±	60'±	40'±
29	FICUS BENGHALENSIS	BANYAN	19.2"±	20'±	20'±
30	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	7'±	18'±
31	FICUS BENGHALENSIS	BANYAN	36.0"±	40'±	30'±
32	PRUNUS DULCIS	ALMOND TREE	24.0"±	50'±	30'±
33	WASHINGTONIA ROBUSTA	MEXICAN PALM	12.0"±	12'±	20'±
34	WASHINGTONIA ROBUSTA	MEXICAN PALM	12.0"±	12'±	15'±
35	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	15'±	25'±
36	QUERCUS VIRGINIANA	OAK	24.0"±	45'±	30'±
37	MANGIFERA INDICA	MANGO	14.4"±	30'±	25'±
38	QUERCUS VIRGINIANA	OAK	30.0"±	50'±	35'±
39	UNKNOWN	UNKNOWN	36.0"±	25'±	25'±
40	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	7.2"±	15'±	25'±
41	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	10'±	20'±
42	PRUNUS DULCIS	ALMOND TREE	24.0"±	25'±	25'±
43	FICUS BENJAMINA	FICUS	48.0"±	60'±	50'±

MAPCONS
 Group, LLC.
 PROFESSIONAL LAND SURVEYORS

5545 SW 8th Street, Suite 108
 Miami, Florida 33134
 Office (786) 615 3103
 Cell (786) 223 1419
 Email: mtsurveying@ymail.com
 Web: www.mapconsgruppinc.com

DATE	REVISION COMMENTS	BY

PROJECT LOCATION:
MIAMI-DADE COUNTY, FLORIDA
 400 PARK STREET, Miami Spring, Florida 33166
 Folio No.: 05-3024-006-2010
 CERTIFY TO:
JUAN CALVO.

PROJECT No: 22-062
 FIELD BOOK: FILE DATA C.
 SCALE: AS SHOWN
 DRAWN BY: J.S.
 CHECKED BY: O.G.
 SURVEY: BOUNDARY
 DATE: 03-24-2022
 SHEET No:

1 OF 1



NEW PLANT LIST

QUANTITY	ABRV.	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	FL. NATIVE	DROUGHT TOLERANT
UNDERSTORY TREES / SHRUBS						
		T.B.D.	T.B.D.		YES NO YES NO	YES NO
GROUND COVER						
		T.B.D.	T.B.D.		YES NO YES NO	YES NO
GRASSES						
		T.B.D.	T.B.D.		YES NO YES NO	YES NO
SUPPLEMENTAL						
		T.B.D.	T.B.D.		YES NO YES NO	YES NO

EXISTING TREE DISPOSITION TABLE

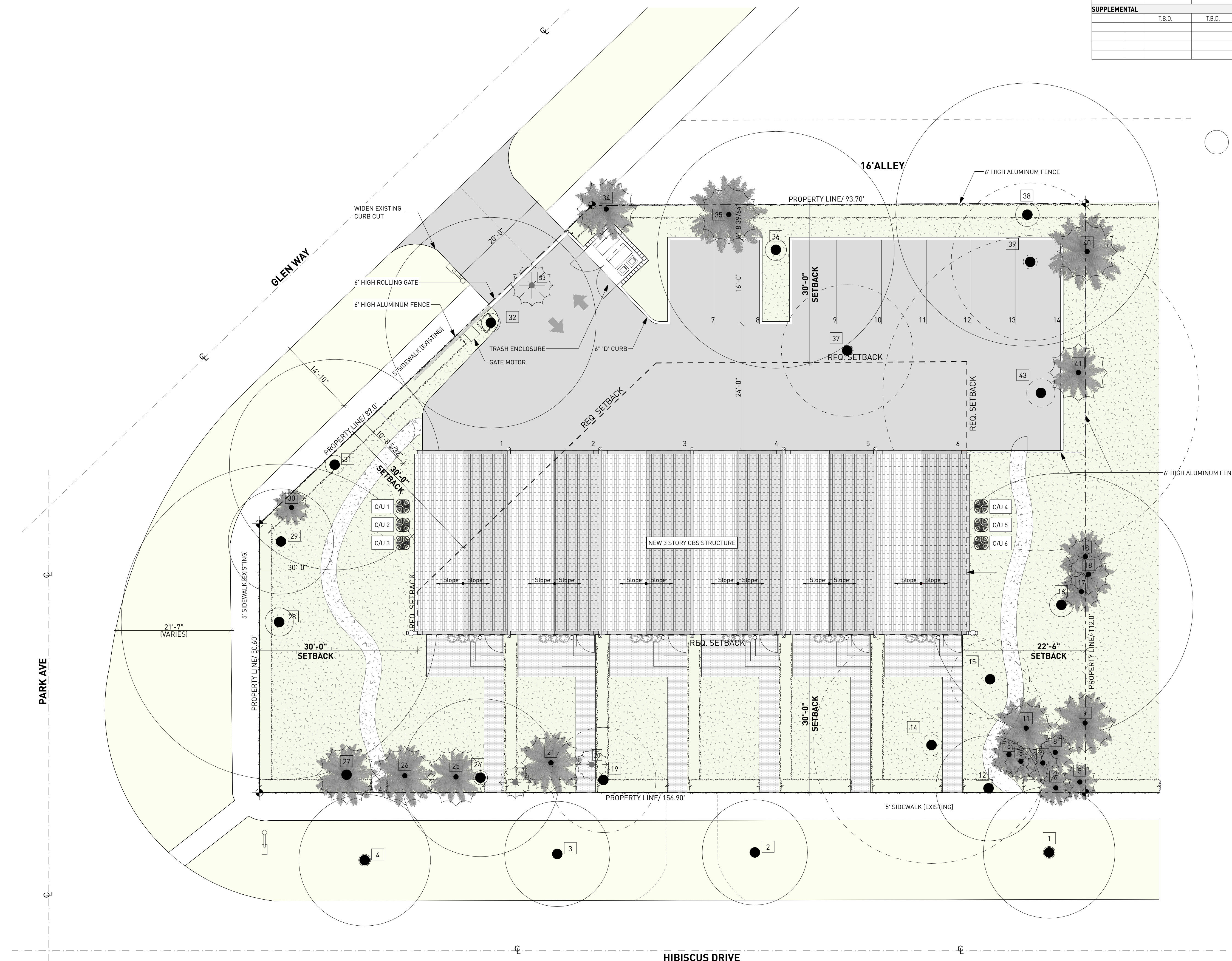
No.	BOTANICAL NAME	COMMON NAME	DIAMETER (IN.)	CANOPY (FT.)	HEIGHT (FT.)
1	QUERCUS VIRGINIANA	OAK	13.2"±	25'±	30'±
2	QUERCUS VIRGINIANA	OAK	8.4"±	20'±	18'±
3	QUERCUS VIRGINIANA	OAK	10.8"±	20'±	21'±
4	QUERCUS VIRGINIANA	OAK	24.0"±	25'±	25'±
5	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	7'±	15'±
6	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	12'±	20'±
7	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (3)	4.8"±	12'±	20'±
8	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	8'±	20'±
9	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	12'±	18'±
10	MELALEUCA	MELALEUCA	36.0"±	20'±	25'±
11	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	12'±	20'±
12	POUTERIA SAPOTA	SAPOTE (2)	4.8"±	10'±	10'±
13	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	8'±	15'±
14	FICUS BENGHALENSIS	BANYAN	60.0"±	50'±	40'±
15	POUTERIA SAPOTA	SAPOTE	13.2"±	20'±	20'±
16	QUERCUS VIRGINIANA	OAK	31.2"±	50'±	40'±
17	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	6.0"±	8'±	18'±
18	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (2)	4.0"±	10'±	20'±
19	QUERCUS VIRGINIANA	OAK	14.4"±	25'±	25'±
20	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (CLUSTER)	N/A	N/A	N/A
21	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (CLUSTER)	N/A	N/A	N/A
22	QUERCUS VIRGINIANA	OAK	13.2"±	20'±	25'±
23	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	10'±	18'±
24	QUERCUS VIRGINIANA	OAK	24.0"±	30'±	25'±
25	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	10'±	18'±
26	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM (CLUSTER)	N/A	N/A	N/A
27	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	N/A	N/A	N/A
28	FICUS BENGHALENSIS	BANYAN	48.0"±	60'±	40'±
29	FICUS BENGHALENSIS	BANYAN	19.2"±	20'±	20'±
30	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.8"±	7'±	18'±
31	FICUS BENGHALENSIS	BANYAN	36.0"±	40'±	30'±
32	PRUNUS DULCIS	ALMOND TREE	24.0"±	50'±	30'±
33	WASHINGTONIA ROBUSTA	MEXICAN PALM	12.0"±	12'±	20'±
34	WASHINGTONIA ROBUSTA	MEXICAN PALM	12.0"±	12'±	15'±
35	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	15'±	25'±
36	QUERCUS VIRGINIANA	OAK	24.0"±	45'±	30'±
37	MANGIFERA INDICA	MANGO	14.4"±	30'±	25'±
38	QUERCUS VIRGINIANA	OAK	30.0"±	50'±	35'±
39	UNKNOWN	UNKNOWN	36.0"±	25'±	25'±
40	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	7.2"±	15'±	25'±
41	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	4.0"±	10'±	20'±
42	PRUNUS DULCIS	ALMOND TREE	24.0"±	25'±	25'±
43	FICUS BENJAMINA	FICUS	48.0"±	60'±	50'±

TREE DISPOSITION NOTES

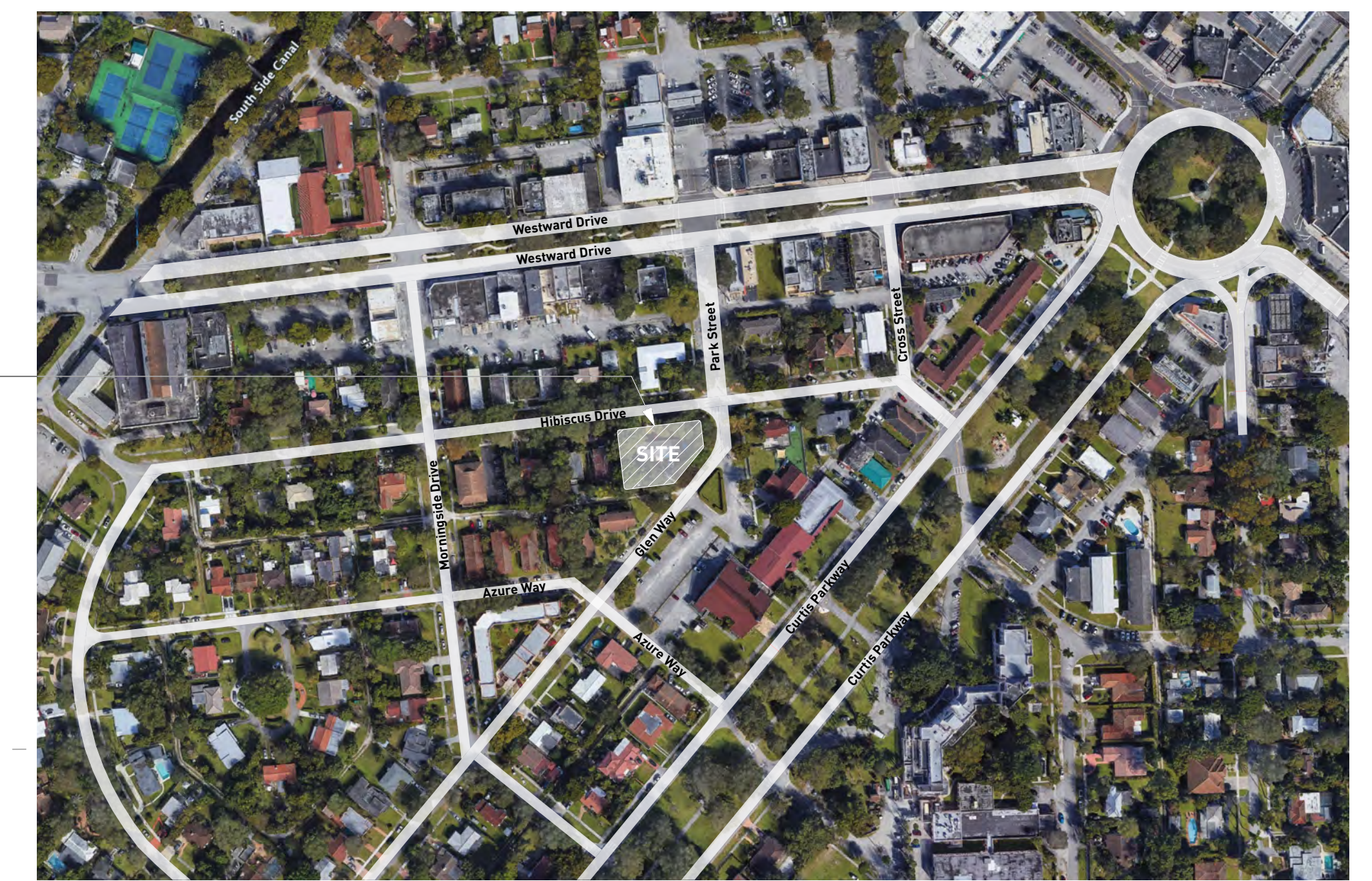
- EXISTING TREES DESIGNATED TO REMAIN SHALL BE PROTECTED DURING ALL CONSTRUCTION PHASES. ANY TREES OR SHRUBS DESIGNATED TO REMAIN WHICH ARE SCARED OR DESTROYED WILL BE REPLACED AT THE CONTRACTORS EXPENSE, WITH SIMILAR SPECIES, SIZE AND QUALITY.
- REFER TO AND COORDINATE WITH TREE DISPOSITION PLAN.
- OBTAIN ALL REQUIRED TREE REMOVAL PERMITS PRIOR TO COMMENCEMENT OF WORK.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL EXISTING TREES PRIOR TO COMMENCEMENT OF WORK.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL ADJACENT PORTIONS OF THE SITE AND BUILDING NOT PART OF DISPOSITION SCOPE OF WORK.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO PROPERLY SECURE ALL PORTIONS OF THE SITE DURING ALL DEMOLITION PHASES.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN PERMIT REQUIRED FOR TEMPORARY FENCING.
- LANDSCAPE CONTRACTOR TO PROVIDE TEMPORARY IRRIGATION AS NEEDED, REFER TO LANDSCAPE PLANS FOR FURTHER INFORMATION.
- PURSUANT TO CITY OF MIAMI SPRINGS

LANDSCAPE PLAN | GRAPHIC LEGEND

EXISTING TREE TO REMAIN	NEW TREE	EXISTING TREE TO BE REMOVED
EXISTING PALM TO REMAIN	EXISTING PALM TO BE REMOVED	HEDGE
CONCRETE WALKWAY	ASPHALT	SOD

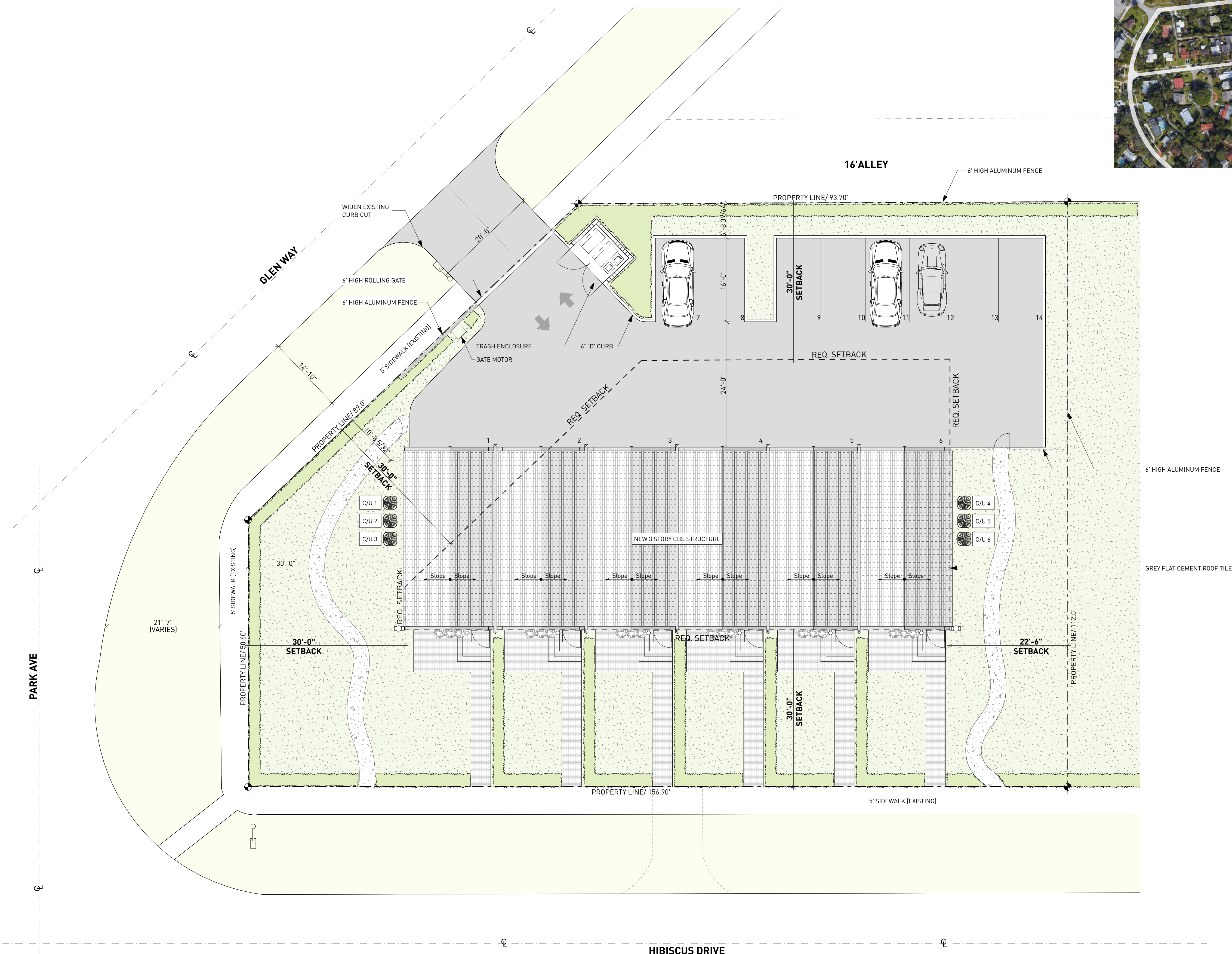


LANDSCAPE SITE PLAN



LOCATION MAP

SITE:
 400 PARK STREET
 MIAMI SPRINGS, FL 33166



CONSTRUCTION TYPE		OCCUPANCY	
MULTI-FAMILY	Y-B	R-3	

ALLOWED	PROPOSED
FRONT YARD 30'-0"	30'-0"
SIDE YARD 22'-6"	22'-6"
SIDE YARD 22'-6"	10'-3"
SIDE YARD - ADJACENT STREET 30'-0"	30'-0"
REAR YARD 30'-0"	47'-0"

EXISTING	EXISTING	PROPOSED
MULTI-FAMILY	2,227 s.f.	9,874.5 s.f.

REQUIRED	PROPOSED
MULTI-FAMILY	36'-5" / 3 STORIES

BUILDING ELEMENT	TYPE V-B	
	REQUIRED	PROVIDED
STRUCTURAL FRAME	0	1
BEARING WALLS	0	1
NON-BEARING WALLS & PARTITIONS	0	1
NON-BEARING WALLS & PARTITIONS	0	0
FLOOR CONSTRUCTION, INCLUDING SUPPORTING BEAMS & JOISTS	0	1
ROOF CONSTRUCTION, INCLUDING SUPPORTING BEAMS & JOISTS	0	1

LOT AREA	DWELLINGS	AREA / DWELLING REQUIRED	AREA / DWELLING PROVIDED
15,241 s.f.	6	2,400 s.f. / DWELLING	2,540 s.f. / DWELLING

LOT AREA	BUILDING FOOTPRINT	LOT COVERAGE ALLOWED	LOT COVERAGE PROVIDED
15,241 s.f.	3,655 s.f.	30%	24%

SPECIFIC USE CATEGORY	CODE REQUIRED	REQUIRED	PROVIDED
MULTI-FAMILY	2.25 / UNIT	13.5	14

SITE PLAN / ROOF PLAN

Client
400 PARK LOFTS
 400 Park Street
 Miami Springs, FL 33166

Juan A. Calvo
 210 Duval Drive
 Miami Springs, FL 33166

Architect
Design Directive Studio, LLC
 449 Wren Avenue
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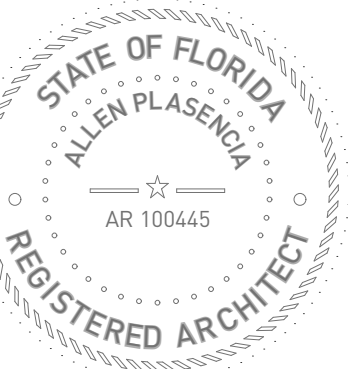
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Civil Engineer

Landscape Architect

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 No. AR 100445

Revisions

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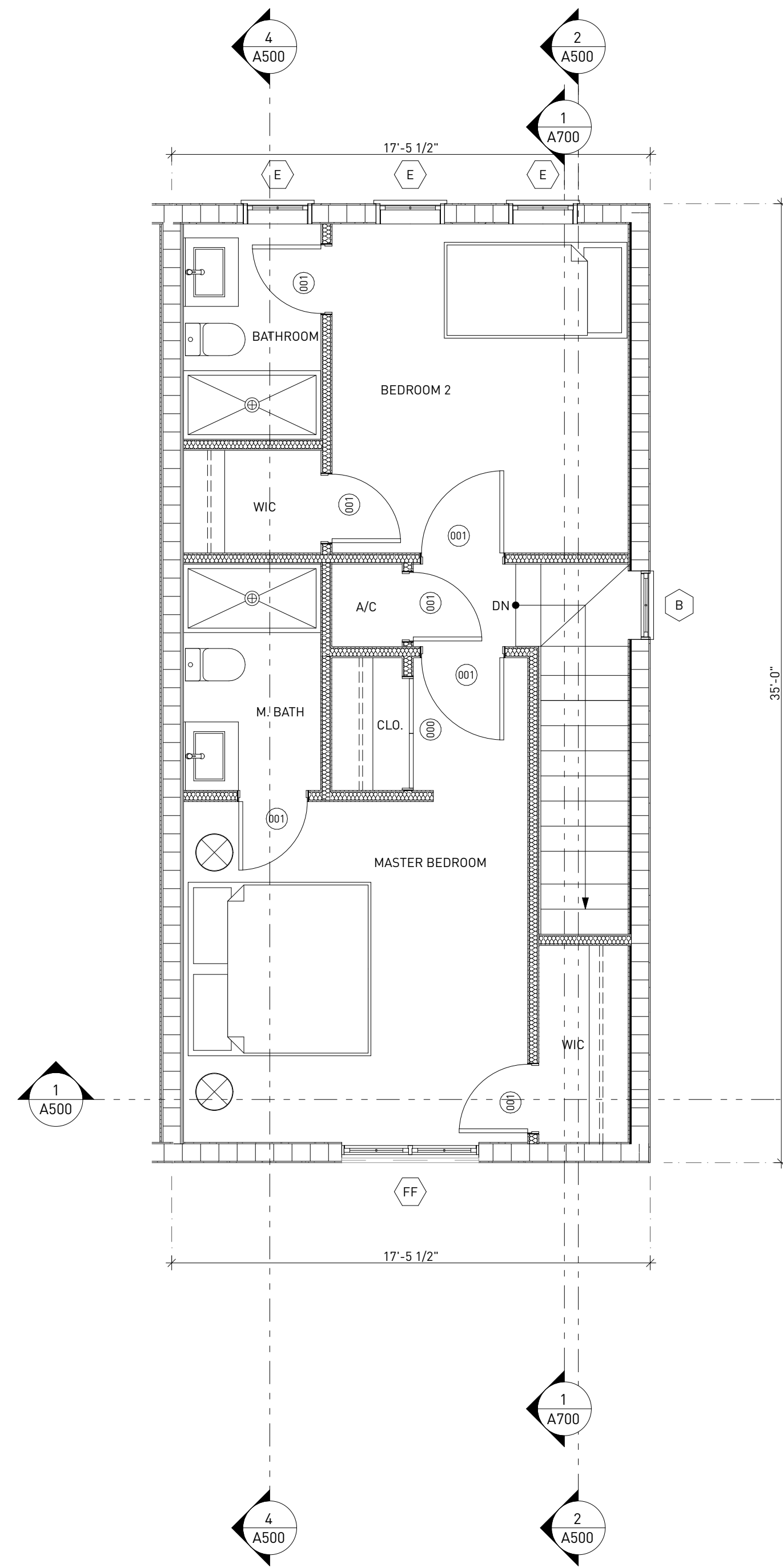
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FLOOR PLANS

1/4" = 1'-0"

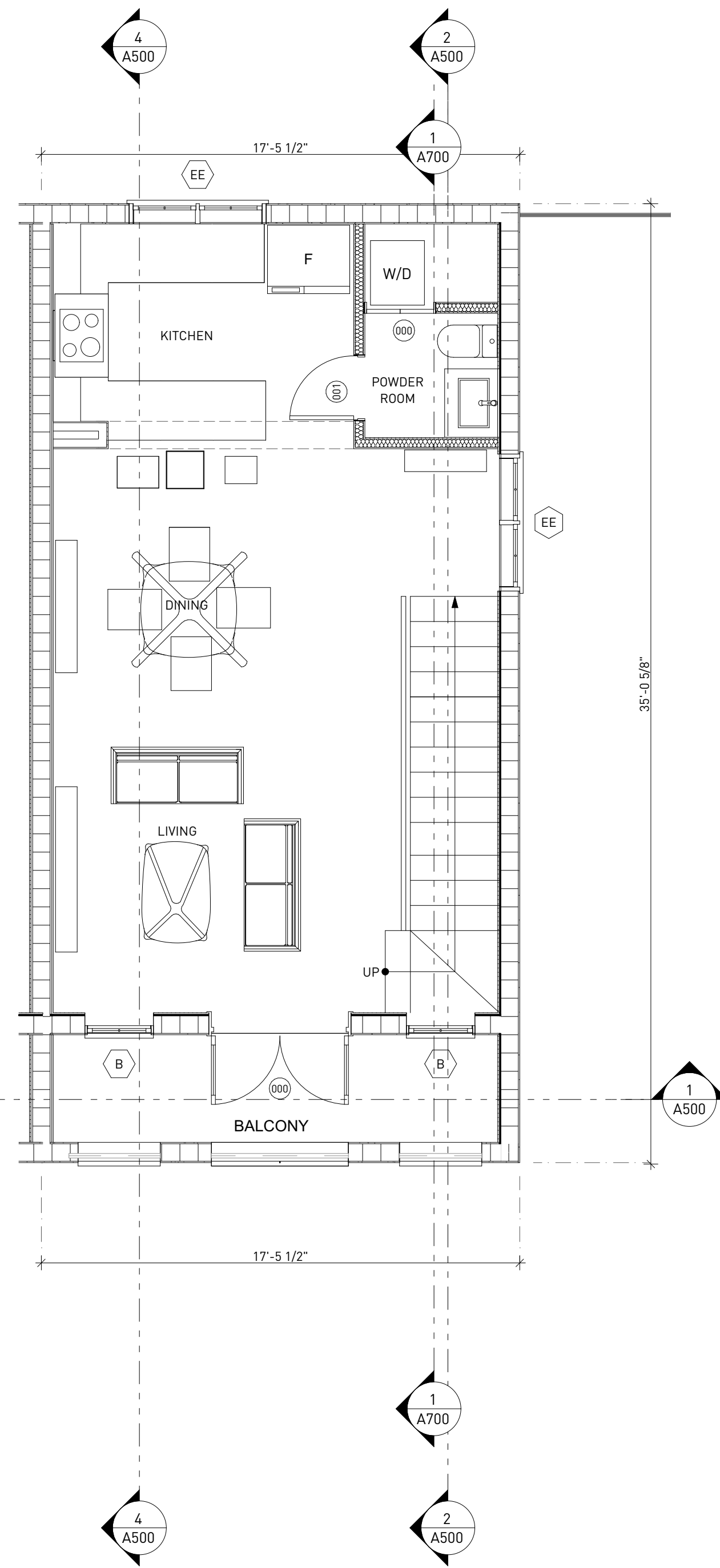
Permit Set

2201
 400 PARK LOFTS

Drawing Issued on 9/15/22

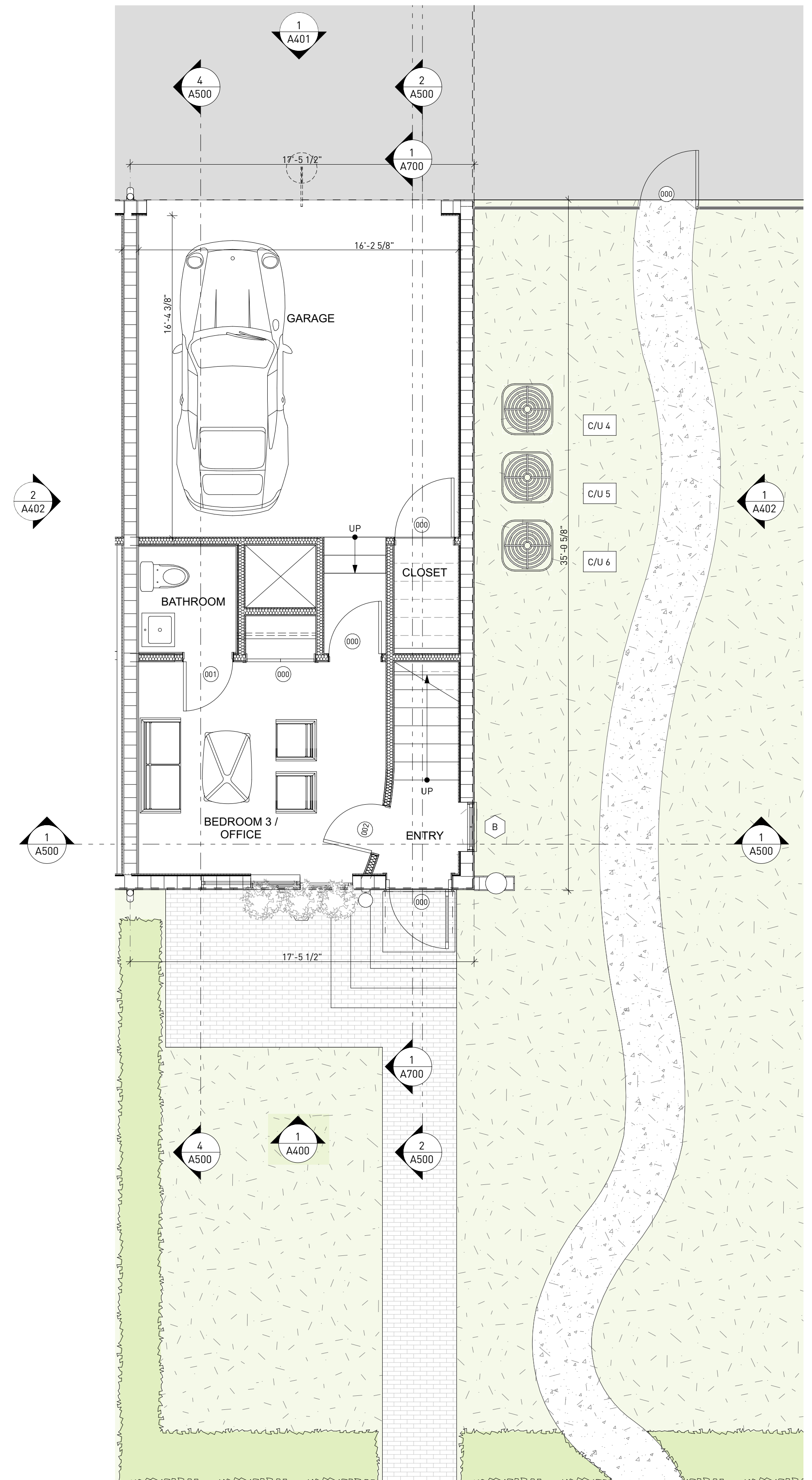


3 Third Level AREA: 611 SF
 SCALE: 1/4" = 1'-0"



2 Second Level AREA: 529 SF
 SCALE: 1/4" = 1'-0"

UNIT AREAS	
GROUND LEVEL	267 SF
SECOND LEVEL	529 SF
THIRD LEVEL	611 SF
TOTAL	1407 SF



1 Ground Level AREA: 267 SF
 SCALE: 1/4" = 1'-0"

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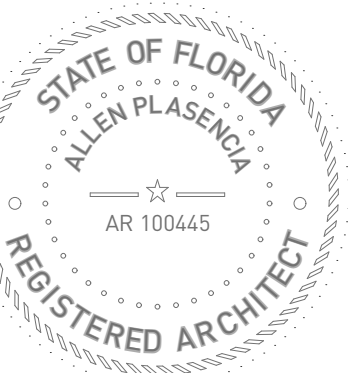
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1 South Elevation
SCALE: 1/4" = 1'-0"

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3/9/21

Mark Date Description

Title
ELEVATIONS

1/4" = 1'-0"

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400 PARK LOFTS

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Client
400 PARK LOFTS
400 Park Street
Miami Springs, FL 33166

Juan A. Calvo
210 Duval Drive
Miami Springs, FL 33166

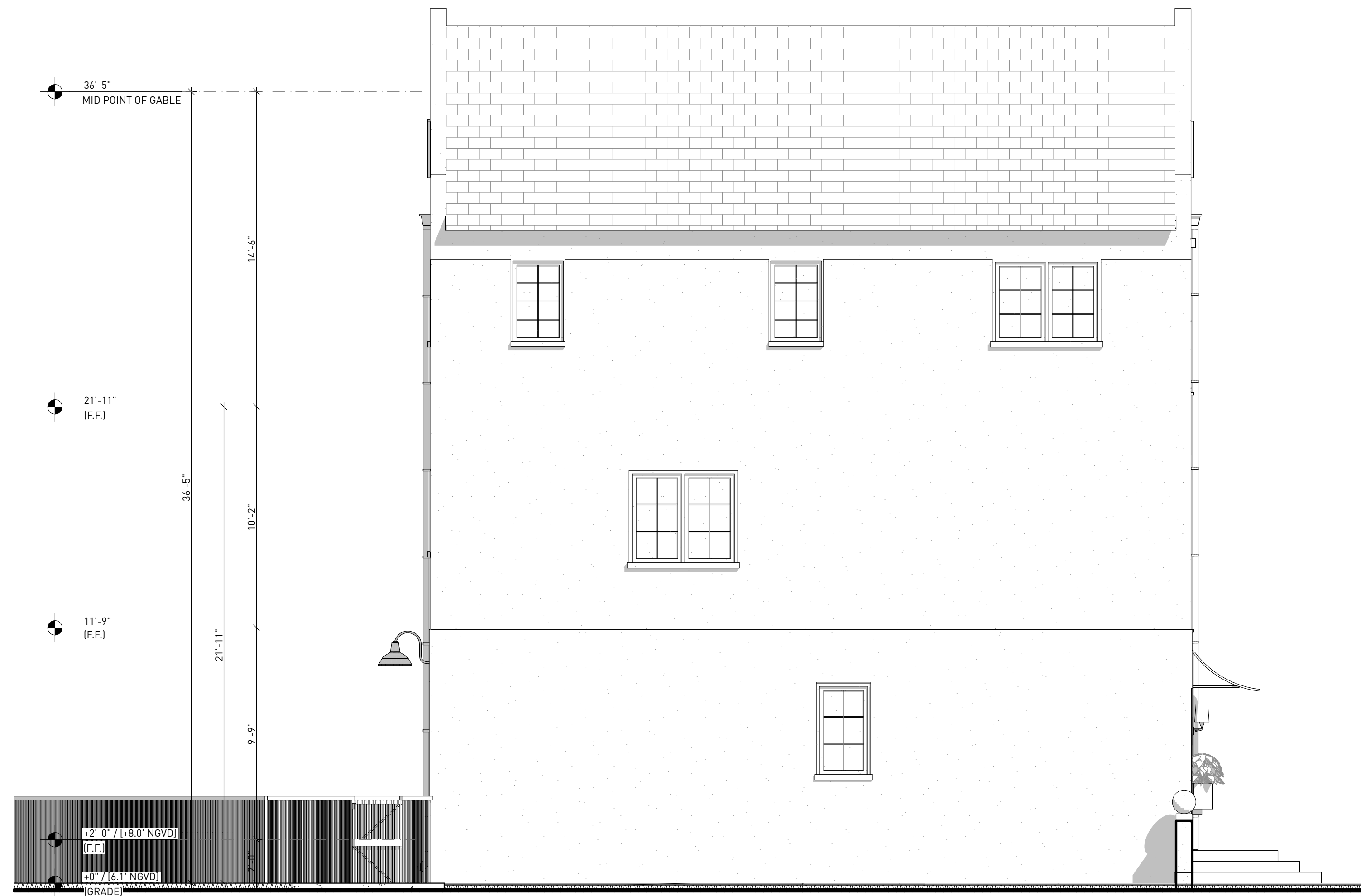
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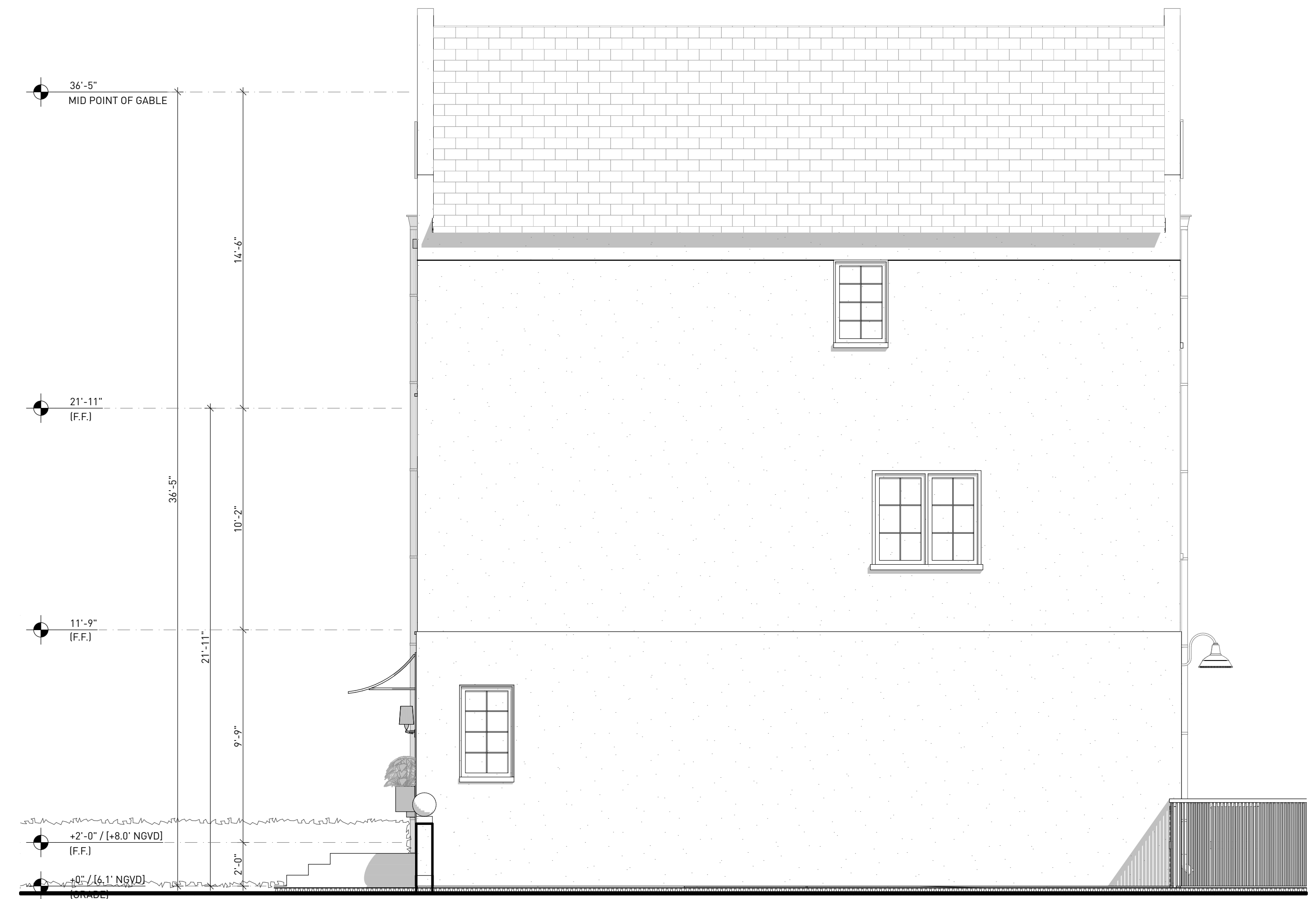
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Civil Engineer

Landscape Architect

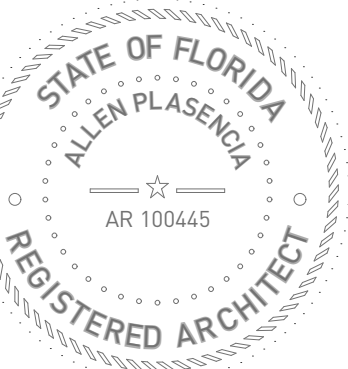


2 West Elevation
SCALE: 1/4" = 1'-0"



1 East Elevation
SCALE: 1/4" = 1'-0"

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Mark Date Description

Title

ELEVATIONS

1/4" = 1'-0"

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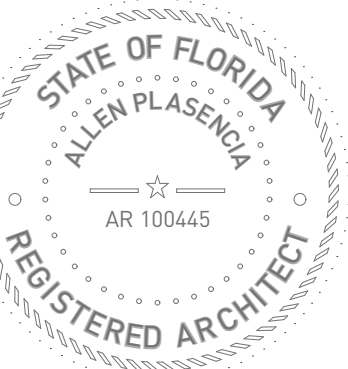
Civil Engineer

Landscape Architect



1 North Elevation
SCALE: 1/4" = 1'-0"

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Mark Date Description

Title
ELEVATIONS

1/4" = 1'-0"

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400 PARK LOFTS
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1 Front View

Project No

2201

Client
400 PARK LOFTS
 400 Park Street
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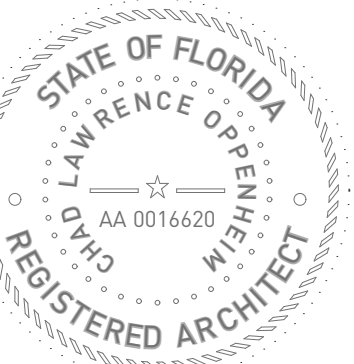
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Chad Oppenheim
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Title
**3D
 REPRESENTATION**

1:1.25

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A1101

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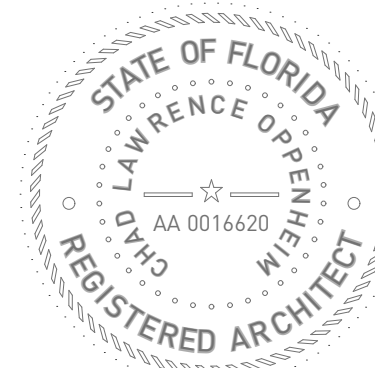
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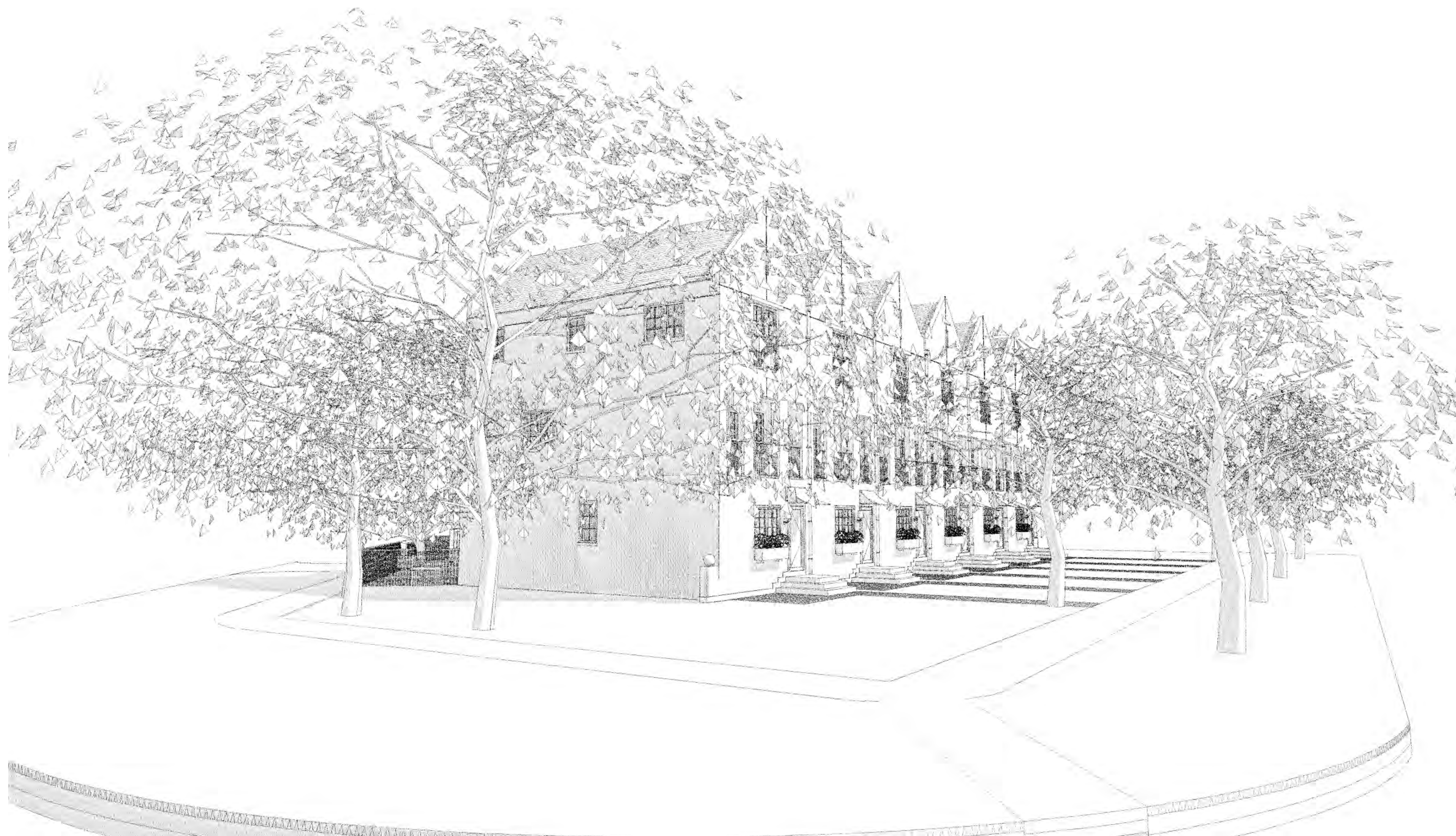
3/9/21

Title
**3D
REPRESENTATION**

1:1.18

Permit Set

2201
400 PARK LOFTS
Drawing Issued on 9/15/22



1 Corner View

Client
400 PARK LOFTS
400 Park Street
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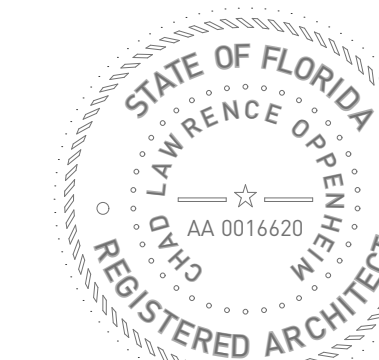
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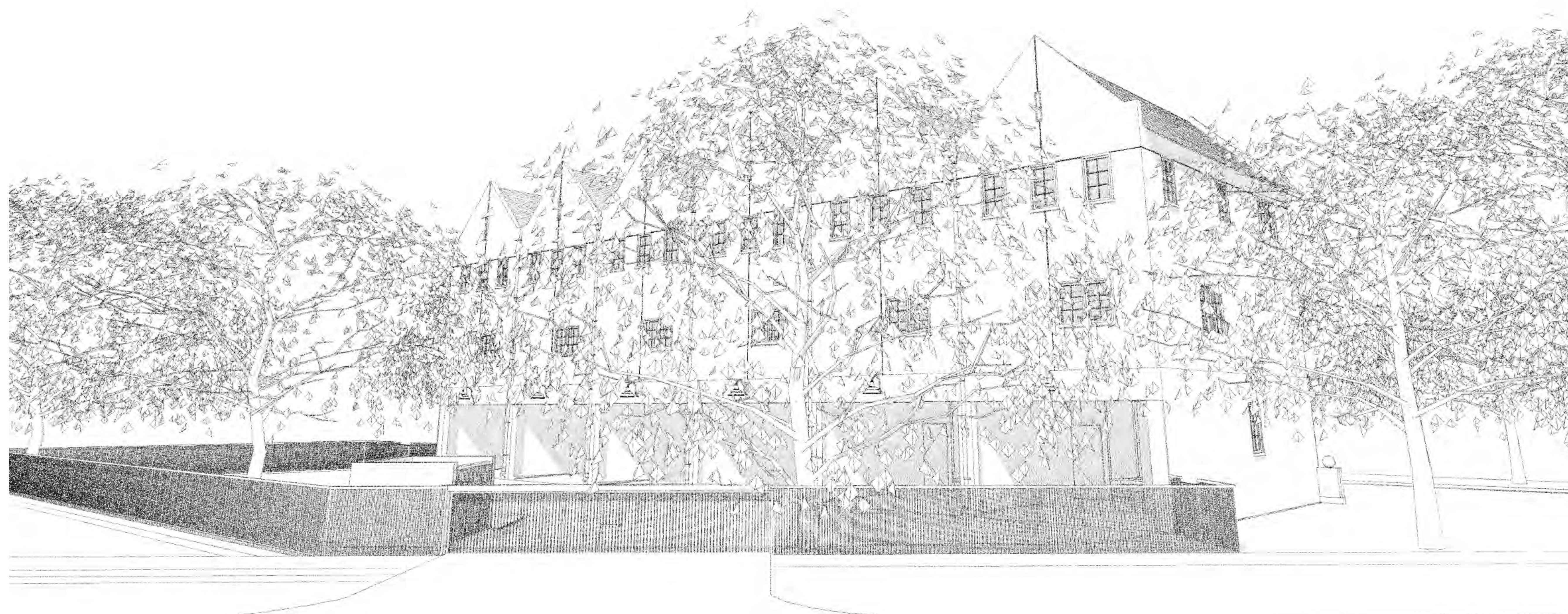
Mark	Date	Description

Title
**3D
REPRESENTATION**

1:1.18

Permit Set

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400 PARK LOFTS
Drawing Issued on 9/15/22



1 Rear View



AGENDA MEMORANDUM

Meeting Date: 09/26/2022

To: The Honorable Mayor Maria P. Mitchell and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Armando Guzman, Chief of Police

Subject: Purchase of three New Police Vehicles ((1) Patrol and (2) K9) for Police Fleet

RECOMMENDATION: Recommendation by the Police Department that Council approve an expenditure to Duval Ford, utilizing Florida Sheriffs Association Contract FSA20-VEL 28.0/FSA20-VEH 18.0 with a contract term expiration date of September 30, 2022, in the amount of \$172,693.57 for the purchase of three (3) 2023 Ford Police Interceptor AWD Utility (K8A), two (2) of which will come with necessary equipment specific to K9 Officer/K9's needs, as these funds are available in the FY22/23 Budget, pursuant to Section §31-11 (E)(5) of the City Code.

DISCUSSION: The Police Departments intends to Purchase three (3) 2023 Ford Police Interceptor AWD Utility vehicles to add to the existing Police Department fleet. Due to Florida Sheriffs Association Contract FSA20-VEL 28.0/FSA20-VEH 18.0 which has a term expiration date of September 30, 2022, the Police Department must go before Council for approval to secure reservation and current pricing of vehicles from Duval Ford. Duval Ford agrees to secure these three (3) vehicles for purchase providing the City issues a Notice of Intent letter on or before September 30th, 2022. See attached documentation: Duval Fleet Sales' Quote Sheets, Florida Sheriffs Association Contract FSA-VEL 28.0, and Letter from Duval Fleet.

<u>Type of Vehicle/Equipment</u>	<u>Quantity</u>	<u>Total</u>
2023 Ford Police Interceptor AWD Utility (K8A) Patrol Vehicle	1	\$52,068.11
2023 Ford Police Interceptor AWD Utility (K8A) K9 Vehicle	2	\$120,607.46
TOTAL COMBINED	3	\$172,693.57

Submission Date and Time: 9/16/2022 12:03 PM

<p><u>Submitted by:</u></p> <p>Department: <u>Police</u></p> <p>Prepared by: <u>Ariadna Quintana</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><u>Funding:</u></p> <p>Dept./ Desc.: <u>Police Vehicles</u></p> <p>Account No.: <u>001-2001-521-6500</u></p> <p>Additional Funding: <u>N/A</u></p> <p>Amount previously approved: \$ _____</p> <p>Current request: \$ <u>\$172,693.57</u></p> <p>Total vendor amount: \$ <u>\$172,693.57</u></p>
--	--	--

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF THREE VEHICLES FROM DUVAL FORD, LLC IN AN AMOUNT NOT TO EXCEED \$172,693.57 UTILIZING THE TERMS AND CONDITIONS OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NOS. FSA20-VEH18.0 AND FSA20-VEL28.0 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; DECLARING CERTAIN VEHICLES AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) desires to purchase three 2022 Ford Police Interceptor AWD Utility vehicles and related accessory equipment (including K9 equipment for two vehicles) (the “Vehicles and Accessory Equipment”) to replace vehicles that have reached the end of their useful lifecycle and to facilitate the provision of the Police Department’s day-to-day operations; and

WHEREAS, the type of purchase contemplated by the City has been competitively bid by the Florida Sheriffs Association, which has entered into Contract Nos. FSA20-VEH18.0 and FSA20-VEL28.0 (the “FSA Contracts”) with Duval Ford, LLC (the “Vendor”), which local governments statewide may utilize for their own benefit; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City’s Code of Ordinances, the City Council seeks to approve the purchase of the Vehicles and Accessory Equipment from the Vendor in an amount not to exceed \$172,693.57 consistent with the FSA Contracts and the Vendor’s quote, attached hereto as Exhibit “A” (the “Quote”), as the pricing offered pursuant to the FSA Contracts is in the City’s best interest; and

WHEREAS, the City Council declares the vehicles listed on Exhibit “B” attached hereto (the “Surplus Vehicles”) as surplus property as the Surplus Vehicles have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or are no longer needed for public purposes in light of the purchases authorized by this Resolution, and authorizes the City Manager to sell or

otherwise dispose of the Surplus Vehicles; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby approves of the purchase of the Vehicles and Accessory Equipment from the Vendor and the expenditure of budgeted funds in an amount not to exceed \$172,693.57, consistent with the FSA Contracts and the Vendor's Quote attached hereto as Exhibit "A".

Section 3. Declaration of Surplus Property. That the Surplus Vehicles have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or are no longer needed for public purposes. Accordingly, the City Council declares the Surplus Vehicles listed on Exhibit "B" attached hereto to be surplus personal property of the City.

Section 4. Authorizing Sale or Disposition of Surplus Property. That the City Manager is hereby authorized to sell or dispose of the Surplus Vehicles by public auction or other procedure determined by the City Manager to be in the best interests of the City. Any surplus property items acquired by the City pursuant to governmental grant programs shall only be disposed of in accordance with procedures and criteria applicable to such grant programs.

Section 5. Implementation. That the City Manager is authorized to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the

vote was as follows:

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 26th day of September, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT "A"
VENDOR'S QUOTE AND
FLORIDA SHERIFFS ASSOCIATION CONTRACT NOS.
FSA20-VEH18.0 AND FSA20-VEL28.0

MIAMI SPRINGS POLICE (PATROL)

Prepared for: MIAMI SPRINGS POLICE (PATROL) LT. CARLOS NUNEZ 305-389-8485 CNUNEZ@MSPD.US	Contract Holder Duval Fleet Sales Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 Bambi.Darr@duvalfleet.com 5203 Waterside Dr Jax, FL 32210 PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL.
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*We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.*

Labor	Code	Equipment	Price
0			\$ -
0	SPEC 255	2022 FORD POLICE INTERCEPTOR AWD UTILITY (K8A)	\$ 33,014.00
0	NSO	NON SCHEDULED FSA OPTION: MANDATORY 2023 MODEL YEAR PRICE INCREASE	\$ 5,394.00
0	99B	3.3L TI-VCT V6	\$ -
0	44U	10 SPEED AUTOMATIC TRANSMISSION	\$ -
0	51R	LEFT HAND PILLAR MOUNTED SPOTLIGHT	\$ -
0	55F	KEYLESS ENTRY	\$ -
0	153	FRONT LICENSE PLATE BRACKET	\$ -
0			\$ -
0	YZ	EXTERIOR COLOR: OXFORD WHITE	\$ -
0	96	INTERIOR: EBONY CLOTH BUCKETS/ REAR VINYL	\$ -
0			\$ -
0	52P	HIDDEN DOOR PLUNGERS	\$ 159.00
0	17A	AUX. CLIMATE CONTROL	\$ 609.00
0	19V	REAR CAMERA ON DEMAND	\$ 229.00
0	43D	COURTESY LAMP DISABLED	\$ 24.00
0	55B	BLIS	\$ 544.00
0	60A	GRILLE WIRING	\$ 49.00
0	68G	REAR LOCKS AND HANDLES INOP	\$ -
0	76P	PRE COLLISION ASSIST	\$ 144.00
0	76R	REVERSE SENSING	\$ 274.00
4	LED PKG 1	WHELEN VERTEX FOUR CORNER LIGHTING SYSTEM- RED/ BLUE SPLIT	\$ 810.00
2	PK0602ITU20TM	SETINA PRISONER CAGE- 10 VC WITH RECESSED PANEL, UNCOATED POLYCARBONATE W/EXPANDED METAL SECURITY SCREEN	\$ 1,164.00
2	PK0316ITU202 ND	SETINA REAR CARGO POLY BARRIER, 12VS	\$ 798.00
9	WPLB-LED 2	54" WHELEN PREMIUM ALL LED LIGHT BAR DUO (MODEL LEGACY) LEGACY LIGHTBAR WITH DUO LED MODULES, 2-WIRE CTL	\$ 3,007.00
0		TRAFFIC ADVISOR, (2) LED FLASHING/ALLEY LIGHTS, MOUNTING KIT 295SLSA6 COMBINATION LIGHT/SIREN CONTROLLER,	\$ -
0		SA315P SIREN/SPEAKER AND MOUNTING BRACKET. Front RED/ WHITE WITH WHITE DUO- Rear RED/ BLUE WITH AMBER OVER RIDE	\$ -
1	CC-20-UV10-L8	2020 PI Utility 18" Sloped console, 10" slope, 8" level. Includes one (1) dual-port USB outlet.	\$ 1,027.11
0	FP-	4" FP for siren controller. Make and model TBD.	\$ -
0	FP-USB-2DC	2" faceplate with (2) DC outlets & (1) dual-port USB outlet.	\$ -
0	FP-BLNK2	2" blank faceplate (x2)	\$ -
0	AC-INBHG	4" internal dual-cup beverage holder.	\$ -
0	FP-SGTRAY	4" console tray for cell phone, keys, etc.	\$ -
0	6/100 EXTRA	6 YEAR/ 100,000 MILE EXTRA CARE EXTENDED WARRANTY WITH \$0 DED	\$ 3,220.00
0			\$ -
0			\$ -
18	LABOR	Total Contract labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$90 \$ 1,620.00
0			\$ -
0	VENDOR COMMENTS	QUOTE EXPIRES ON 9/30/22. 2023 PI UTILITY CLOSED 9/9/22	

UNIT COST	\$ 52,086.11
TOTAL QUANTITY	1
TOTAL PURCHASE	\$ 52,086.11

MIAMI SPRINGS POLICE (K9)

Prepared for: MIAMI SPRINGS POLICE (K9) LT. CARLOS NUNEZ 305-389-8485 CNUNEZ@MSPD.US	Contract Holder Duval Fleet Sales Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 Bambi.Darr@duvalfleet.com 5203 Waterside Dr Jax, FL 32210	9/15/22
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PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor	Code	Equipment	Price
0			\$ -
0	SPEC 255	2022 FORD POLICE INTERCEPTOR AWD UTILITY (K8A)	\$ 33,014.00
0	NSO	NON SCHEDULED FSA OPTION: MANDATORY 2023 MODEL YEAR PRICE INCREASE	\$ 5,394.00
0	500A	POLICE EQUIPMENT	\$ -
0	99B	3.3L TI-VCT V6	\$ -
0	44U	10 SPEED AUTOMATIC TRANSMISSION	\$ -
0	51R	LEFT HAND PILLAR MOUNTED SPOTLIGHT	\$ -
0	55F	KEYLESS ENTRY	\$ -
0	153	FRONT LICENSE PLATE BRACKET	\$ -
0			\$ -
0	YZ	EXTERIOR COLOR: OXFORD WHITE	\$ -
0	96	INTERIOR: EBONY CLOTH BUCKETS/ REAR VINYL	\$ -
0			\$ -
0	52P	HIDDEN DOOR PLUNGERS	\$ 159.00
0	17A	AUX. CLIMATE CONTROL	\$ 609.00
0	19V	REAR CAMERA ON DEMAND	\$ 229.00
0	43D	COURTESY LAMP DISABLED	\$ 24.00
0	55B	BLIS	\$ 544.00
0	60A	GRILLE WIRING	\$ 49.00
0	68G	REAR LOCKS AND HANDLES INOP	\$ -
0	76P	PRE COLLISION ASSIST	\$ 144.00
0	76R	REVERSE SENSING	\$ 274.00
4	LED PKG 1	WHELEN VERTEX FOUR CORNER LIGHTING SYSTEM- RED/ BLUE SPLIT	\$ 810.00
12	EZ RIDER K9	K9 - American Aluminum - EZ Rider K9 Platform System	\$ 3,422.65
0	DOOR POP	K9 - American Aluminum - EZ R.E.S.C.U.E. K9 Door Opening System	\$ 2,849.56
0	PAGER	K9 - American Aluminum - EZ Coolguard Pager Add On Option	\$ -
0	HEAT ALARM	K9 - American Aluminum - EZ Coolguard Temperature Monitor / Ace Watch Dog Alert	\$ 2,266.95
9	WPLB-LED 2	54" WHELEN PREMIUM ALL LED LIGHT BAR DUO (MODEL LEGACY) LEGACY LIGHTBAR WITH DUO LED MODULES, 2-WIRE CTL	\$ 3,007.00
0		TRAFFIC ADVISOR, (2) LED FLASHING/ALLEY LIGHTS, MOUNTING KIT 295SLSA6 COMBINATION LIGHT/SIREN CONTROLLER, SA315P SIREN/SPEAKER AND MOUNTING BRACKET. Front RED/ WHITE WITH WHITE DUO- Rear RED/ BLUE WITH AMBER OVER RIDE	\$ -
0			\$ -
1	CC-20-UV10-L8	2020 PI Utility 18" Sloped console, 10" slope, 8" level. Includes one (1) dual-port USB outlet.	\$ 1,027.11
0	FP-	4" FP for siren controller. Make and model 295SLSA6	\$ -
0	FP-USB-2DC	2" faceplate with (2) DC outlets & (1) dual-port USB outlet.	\$ -
0	FP-BLNK2	2" blank faceplate (x2)	\$ -
0	AC-INBHG	4" internal dual-cup beverage holder.	\$ -
0	FP-SGTRAY	4" console tray for cell phone, keys, etc.	\$ -
0	TROY PREM LTS	TROY PRODUCTS [CM-UV20-SL-LED] non-intrusive passenger seat computer stand with easy one-handed operation. Includes Troy's unique slide-arm feature. Does not compromise passenger side foot space. Includes Laptop Tray CM-LT-1600	\$ 920.46
0			\$ -
0	6/100 EXTRA	6 YEAR/ 100,000 MILE EXTRA CARE EXTENDED WARRANTY WITH \$0 DED	\$ 3,220.00
0			\$ -
0			\$ -
26	LABOR	Total Contract labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$90 \$ 2,340.00
0			\$ -
0	VENDOR COMMENTS	QUOTE EXPIRES ON 9/30/22. 2023 PI UTILITY CLOSED 9/9/22	

UNIT COST	\$ 60,303.73
TOTAL QUANTITY 2	TOTAL PURCHASE \$ 120,607.46

v629	CODE	OPTION	IOS	2023 Model Year	2022 Model Year
255	K8A	WESTERN ZONE		\$ 38,411.00	\$ 33,017.00
255	K8A	NORTHERN ZONE		\$ 38,232.00	\$ 32,838.00
255	K8A	CENTRAL ZONE		\$ 38,411.00	\$ 33,017.00
255	K8A	SOUTHERN ZONE		\$ 38,408.00	\$ 33,014.00
	CPA	Contract Price Adjustment for manufacturer's new model year supply constraints through September 2022		\$ 5,394.00	
SPEC 255	CODE	OPTION	IOS	PRICE	MSRP
	99B/44U	AWD 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank	S		
		SPECIAL PAINT			
1	2 Tone	White doors Painted only	O	\$ 1,395.00	NA
2	2 Tone D&R	White doors and Roof painted	O	\$ 1,695.00	NA
3	2 Tone Full	Two tone: Roof, doors and pillars painted white	O	\$ 1,895.00	NA
4		EQUIPMENT GROUP			
5	65U	Interior Upgrade Package •1st and 2nd Row Carpet Floor Covering •Cloth Seats – Rear •Center Floor Console less shifter (Maintains Column Shifter) •Includes Console and Top Plate with 2 cup holders •Floor Mats, front and rear (carpeted) •Includes SYNC 3®	O	\$ 379.00	\$ 390.00
6	66A	Front Headlamp Lighting Solution • Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) • Wiring, LED lights included (in headlamps only; grille lights not included). Controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	O	\$ 894.00	\$ 895.00
7	86T	Tail Lamp / Police Interceptor Housing Only • Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies) Note: Not available with options: 66B and 67H	O	\$ 59.00	\$ 60.00
8	66B	Tail Lamp Lighting Solution • Includes LED lights plus two (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H, 86T Note: Recommend using Ultimate Wiring Package (67U)	O	\$ 429.00	\$ 430.00
9	66C	Rear Lighting Solution • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: LED lights only – does "not" include wiring or controller Note: Recommend using Ultimate Wiring Package (67U)	O	\$ 454.00	\$ 455.00

10	67H	<p>Ready for the Road Package: All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus</p> <ul style="list-style-type: none"> • Whelen Cencom Light Controller Head with dimmable backlight • Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat) • Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails • High current pigtail • Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head • Pre-wiring for grille LED lights, siren and speaker (60A) • Rear console plate (85R) – contours through 2nd row; channel for wiring • Grille linear LED Lights (Red / Blue) and harness • 100-Watt Siren / Speaker • Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P) <p>Note: Not available with options: 66A, 66B, 66C, 67U and 65U</p>	O	\$	3,594.00	\$	3,595.00
11	67U	<p>Ultimate Wiring Package Includes the following:</p> <ul style="list-style-type: none"> • Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear cargo area (overlay) – Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) – One (1) 10-amp siren/speaker circuit engine compartment • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights • Does “not” include LED lights, side connectors or controller <p>Note: Recommend Police Wire Harness Connector Kit 67V</p> <p>Note: Not available with options: 65U, 67H</p>	O	\$	559.00	\$	560.00
12	67V	<p>Police Wire Harness Connector Kit – Front/Rear For connectivity to Ford PI Package solutions includes:</p> <ul style="list-style-type: none"> • Front – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector • Rear – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector 	O	\$	184.00	\$	185.00
13	41H	Engine Block Heater	O	\$	89.00	\$	90.00
14	153	License Plate Bracket – Front	I		NC		NC
15	43D	Dark Car Feature – Courtesy lamps disabled when any door is opened	O	\$	24.00	\$	25.00
16	942	Daytime Running Lamps (Always on) Note: Replaces Standard Configurable Daytime Running Lamps for agencies that require Always on Daytime Running Lamps		\$	44.00	\$	45.00
17	17T	Switchable Red/White Lighting in Cargo Area (deletes 3 rd row overhead map light)	O	\$	49.00	\$	50.00
18	21L	Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	O	\$	549.00	\$	550.00

19	96W	Front Interior Visor Light Bar (LED) • Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner – fully programable. (Red/Red or Blue/Blue operation. White “take down” and “scene” capabilities) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) Note: Front/Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U) Note: Not available with option 76P	0	\$ 1,144.00	\$ 1,145.00
20	60A	Pre-wiring for grille LED lights, siren and speaker	0	\$ 49.00	\$ 50.00
21	43A	Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel) • LED lights only. Wiring, controller “not” included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	0	\$ 394.00	\$ 395.00
22	63L	Rear Quarter Glass Side Marker LED Lights (Driver side – Red / Passenger side – Blue) • LED lights only. Wiring, controller “not” included Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	0	\$ 574.00	\$ 575.00
23	96T	Rear Spoiler Traffic Warning Lights (LED) • Fully integrated in rear spoiler for enhanced visibility • Provides red/blue/amber directional lighting – fully programmable Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U) (when not ordering the Interior Upgrade Package [65U]) Note: Rear Console Plate no longer required; can be ordered with Interior Upgrade Package (65U)	0	\$ 1,494.00	\$ 1,495.00
24	63B	Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) • Located on exterior mirror housing • LED lights only. Wiring, controller “not” included Note: Requires Pre-wiring for grille LED Lights, siren and speaker (60A) Note: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)	0	\$ 289.00	\$ 290.00
25	51P	Spot Lamp Prep Kit, Driver Only Note: Does not include spot lamp housing and bulb	0	\$ 139.00	\$ 140.00
26	51W	Spot Lamp Prep Kit, Dual Driver and Passenger. Note: Does not include spot lamp housing and bulb	0	\$ 279.00	\$ 280.00
27	D51R	Delete Spotlight Driver Side Only (Unity)	0	\$ (110.00)	\$ (110.00)
28	51T	Driver Only (Whelen)	0	\$ 419.00	\$ 420.00
29	51S	Dual (driver and passenger) (Unity)	0	\$ 619.00	\$ 620.00
30	51V	Dual (driver and passenger) (Whelen)	0	\$ 664.00	\$ 665.00
31	TINTA	Full Window Tinting, Lumar or 3M brand	0	\$ 385.00	\$ 385.00
32	92G	Glass – Solar Tint 2 nd Row door glass, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	0	\$ 119.00	\$ 120.00
33	92R	Glass – Solar Tint 2 nd Row Only door glass, Privacy Glass on Rear Quarter and Liftgate Window	0	\$ 84.00	\$ 85.00
34	76D	Underbody Deflector Plate (engine and transmission shield)	0	\$ 334.00	\$ 335.00
35	65L	Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E	0	\$ 59.00	\$ 60.00
36	64E	18" Painted Aluminum Wheel. Note: Spare wheel is an 18" conventional (Police) black steel wheel. Not available with 65L.	0	\$ 474.00	\$ 475.00
37	Audio / Video				

38	47E	12.1" Integrated Computer Screen • Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area • Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable • Includes SYNC 3®	O	\$ 2,744.00	\$ 2,745.00
39	87R	Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View Mirror) Note: Not recommended with option 47E 12.1" Integrated Computer Screen Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror (87R)	O	NC	NC
40	19V	Rear Camera On-Demand – allows driver to enable rear camera on-demand	O	\$ 229.00	\$ 230.00
41	USB I	USB Charge wire for iphone	O	\$ 39.00	\$ 45.00
42	USB A	USB Charge wire for android devices	O	\$ 39.00	\$ 45.00
43	Doors / Locks				
44	52P	Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G – includes all content of 68G Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	O	\$ 159.00	\$ 160.00
45	68G	Rear-Door controls Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	O	\$ 74.00	\$ 75.00
46	18D	Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry)	O	NC	NC
47	D55F	Delete: Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) – (includes 4-key fobs)	O	\$ (75.00)	\$ (75.00)
48	59E	Keyed Alike – 1435x	O	\$ 49.00	\$ 50.00
49	59B	Keyed Alike – 1284x	O	\$ 49.00	\$ 50.00
50	59D	Keyed Alike – 0135x	O	\$ 49.00	\$ 50.00
51	59F	Keyed Alike – 0576x	O	\$ 49.00	\$ 50.00
52	59J	Keyed Alike – 1111x	O	\$ 49.00	\$ 50.00
53	59C	Keyed Alike – 1294x	O	\$ 49.00	\$ 50.00
54	59G	Keyed Alike – 0151x	O	\$ 49.00	\$ 50.00
55	Flooring / Seats				
56	16C	1 st and 2 nd row carpet floor covering (includes floor mats, front and rear)	O	\$ 124.00	\$ 125.00
57	88F	2 nd Row Cloth Seats	O	\$ 59.00	\$ 60.00
58	87P	Power passenger seat (8-way) w/2-way manual recline and lumbar)	O	\$ 324.00	\$ 325.00
59	85D	Front Console Plate Delete. Note: Not available with option: 67H, 67U, 85R	O	NC	NC
60	85S	Rear Center Seat Delete • Deletes the center section of the 2nd row seat • Includes molded trim floor panel in lieu of center seat section	O	NC	NC
61	85R	Rear Console Plate. Note: Not available with option: 65U, 85D	O	\$ 44.00	\$ 45.00
62	Safety & Security				

63	90D	Ballistic Door-Panels (Level III+) – Driver Front-Door Only, Tested and meets the requirements of NJ Standard 0108.01 Level III: ●7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr) Per LAPD requirements, they're also designed to withstand special threat rounds: ●7.62 x 39 mm MSC 7.9g (Type 56) ●5.56 x 45 mm M193 3.36g ●5.56 x 45mm M855 4g	O	\$	1,584.00	\$	1,585.00
64	90E	Ballistic Door-Panels (Level III+) – Driver & Pass Front-Doors, Tested and meets the requirements of NJ Standard 0108.01 Level III: ●7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr) Per LAPD requirements, they're also designed to withstand special threat rounds: ●7.62 x 39 mm MSC 7.9g (Type 56) ●5.56 x 45 mm M193 3.36g ●5.56 x 45mm M855 4g	O	\$	3,169.00	\$	3,170.00
65	90F	Ballistic Door-Panels (Level IV+) – Driver Front-Door Only , Tested and meets the requirements of NJ Standard 0108.01 Level IV: ●.30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g) Also designed to withstand special threat rounds: ●7.62 x 54R LPS 9.65g ●7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr) In addition, Level IV+ includes all of the NJ Level III and LAPD rounds listed in footnote	O	\$	2,414.00	\$	2,415.00
66	90G	Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors, Tested and meets the requirements of NJ Standard 0108.01 Level IV: ●.30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g) Also designed to withstand special threat rounds: ●7.62 x 54R LPS 9.65g ●7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr) In addition, Level IV+ includes all of the NJ Level III and LAPD rounds listed in footnote	O	\$	4,829.00	\$	4,830.00
67	55B	BLIS® – Blind Spot Monitoring with Cross-traffic Alert	O	\$	544.00	\$	545.00
68	68B	Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking	O	\$	674.00	\$	675.00
69	76P	Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking) Note: Includes unique one-touch temporary disable switch for Law Enforcement use Note: Not available with option 96W	O	\$	144.00	\$	145.00
70	549	Mirrors – Heated Sideview Note: Not required when ordering BLIS® (heated mirror is included with BLIS®)	O	\$	59.00	\$	60.00
71	593	Perimeter Anti-Theft Alarm • Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn • Requires Keyless-Entry Key Fob (55F) Note: Cannot be ordered with Keyed-Alike options	O	\$	119.00	\$	120.00
72	47A	Police Engine Idle feature • This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling	O	\$	259.00	\$	260.00
73	76R	Reverse Sensing System	O	\$	274.00	\$	275.00
74	17A	Rear Auxiliary Air Conditioning	O	\$	609.00	\$	610.00

75	16D	Badge Delete • Deletes the "Police Interceptor" badging on rear liftgate • Deletes the "Interceptor" badging on front hood (EcoBoost®)	0	NC	NC
76	63V	Cargo Storage Vault (includes lockable door and compartment light)	0	\$ 24.00	\$ 245.00
77	19K	H8 AGM Battery (850 CCA/92-amp)	0	\$ 109.00	\$ 110.00
78	68E	Low-Band Frequency Noise Suppression Kit • Recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF Low Band – Channels 1-9) • Provides noise suppression for in-car two-way radio communication devices in the 39-46 MHz frequency range Noise Suppression Bonds (60R) do not provide adequate noise suppression in this frequency range	0	\$ 194.00	\$ 195.00
79	60R	Noise Suppression Bonds (Ground Straps) Note: Low-Band Frequency Noise Suppression Kit (68E) recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF Low Band – Channels 1-9)	0	\$ 99.00	\$ 100.00
80	18X	100 Watt Siren/Speaker (includes bracket and pigtail)	0	\$ 314.00	\$ 315.00
81	61B	OBD-II Split Connector – Allows up to 2 devices to be connected to the vehicle's OBD-II port	0	\$ 54.00	\$ 55.00
82	CONSOLES	DESCRIPTION	Labor Hours	Price (part only)	Labor Cost Per Hour
83	CC-20-UV10-L8-K	TROY PRODUCTS 18" L-shaped console with 10" slope / 8" level with faceplates, 4" dual cup internal beverage holder, 4" shallow console tray, 2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module, & height adjustable swivel arm rest with 5"x8" foam pad that bolts to rear of console.	1	\$ 1,027.11	\$ 90.00
84	CC-20FDUV-22-K	TROY PRODUCTS 22" all-level console with faceplates, 4" dual cup internal beverage holder, 4" shallow console tray, 2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module, & height adjustable swivel arm rest with 5"x8" foam pad that bolts to rear of console.	1	\$ 996.64	\$ 90.00
85	7170-0734-04	Console - Gamber Johnson - Short console box, cup holder, armrest, Mongoose motion attachment	1	\$ 1,048.50	\$ 90.00
86	7170-0734-00	Console - Gamber Johnson - Console box with cup holder kit	1	\$ 538.50	\$ 90.00
87	C-VS-1012-INUT	Console - Havis - Vehicle Specific 22" Console	1	\$ 598.50	\$ 90.00
88	C-VS-1400-INUT	Console - Havis - Vehicle Specific 14" Console	1	\$ 418.50	\$ 90.00
89	425-6505	Console - Jotto - Ford PI Utility (2020+) Police Equipment Console - Contour	1	\$ 531.00	\$ 90.00
90	425-6162	Console - Jotto - Police Equipment Console - Contour	1	\$ 358.50	\$ 90.00
91	7160-0524	Console Armrest - Gamber Johnson - MCS External Break-Away Armrest	1	\$ 288.00	\$ 90.00
92	7160-0375	Console Armrest - Gamber Johnson - MCS Extended Panel Armrest	1	\$ 130.50	\$ 90.00
93	C-ARM-101	Console Armrest - Havis - Top Mount Arm Rest	1	\$ 108.00	\$ 90.00
94	C-ARM-102	Console Armrest - Havis - Side Mount Armrest	1	\$ 93.00	\$ 90.00
95	425-6260	Console Armrest - Jotto - Armrest - Upper Structure	1	\$ 87.00	\$ 90.00
96	425-6358	Console Armrest - Jotto - 3" Armrest - Faceplate Mount	1	\$ 63.00	\$ 90.00
97	3130-0361 / 7160-0063	Console 3 Outlet - Gamber Johnson - DC Outlet Face Plate / 3 Outlet	1	\$ 139.50	\$ 90.00
98	C-LP-3	Console 3 Outlet - Havis - 3 Outlet power supply	1	\$ 94.50	\$ 90.00
99	425-2968	Console 3 Outlet - Jotto - 12V Power Outlets in 2" Faceplate	1	\$ 94.50	\$ 90.00
100	7160-0846	Console Cupholder - Gamber Johnson - 2 Cupholder	1	\$ 78.00	\$ 90.00
101	C-CUP2-I	Console Cupholder - Havis - 2 Cupholder	1	\$ 63.00	\$ 90.00
102	425-3704	Console Cupholder - Jotto - 2 Cupholder	1	\$ 70.50	\$ 90.00
103	LAPTOP MOUNTS		Labor Hours	Price (part only)	Labor Cost Per Hour

104	Troy LTS	TROY PRODUCTS [CM-SDMT-SL-LED] side-mount computer mount with easy one-handed operation. Includes Troy's unique slide-arm feature. (Includes CM-LT-1600 Laptop Tray.)	1	\$ 793.50	\$ 90.00
105	Troy Premium LTS	TROY PRODUCTS [CM-UV20-SL-LED] non-intrusive passenger seat computer stand with easy one-handed operation. Includes Troy's unique slide-arm feature. Does not compromise passenger side foot space. Includes Laptop Tray CM-LT-1600.	1	\$ 920.46	\$ 90.00
106	PED KIT - 2020 PI	Laptop Stand - Gamber Johnson - 7160-1336,DS-LOWER-9,7160-0178,7160-0230,7160-0928	1	\$ 805.50	\$ 90.00
107	PKG-PSM-1006	Laptop Stand - Havis - Standard Passenger Side Mount Package	1	\$ 430.50	\$ 90.00
108	PKG-PSM-3006	Laptop Stand - Havis - Premium Passenger Side Mount Package	1	\$ 775.50	\$ 90.00
109	425-5010/4143	Laptop Stand - Jotto - HD A-MOD Laptop Mount	1	\$ 610.50	\$ 90.00
110	7160-0250	Laptop Cradle - Gamber Johnson - Universal Laptop tray	1	\$ 370.50	\$ 90.00
111	UT-1001	Laptop Cradle - Havis - Universal Laptop tray	1	\$ 325.50	\$ 90.00
112					
113	K9		Labor Hours	Price (part only)	Labor Cost Per Hour
114	EZ Rider K9	K9 - American Aluminum - EZ Rider K9 Platform System	12	\$ 3,422.65	\$ 90.00
115	EZ Rescue Door Pop	K9 - American Aluminum - EZ R.E.S.C.U.E. K9 Door Opening System	12	\$ 2,849.56	\$ 90.00
116	EZ Coolguard Pager	K9 - American Aluminum - EZ Coolguard Pager Add On Option	12	\$ 692.15	\$ 90.00
117	EZ Coolguard Heat Alarm	K9 - American Aluminum - EZ Coolguard Temperature Monitor / Alert	12	\$ 2,266.95	\$ 90.00
118	Havis K9	Smooth edges and tight gaps to prevent injury, catch and chew points. Front slider door exit with full door range of motion left to right and improved sliders to eliminate rattle Front bulkhead includes mounting provisions 4" circulation fans (use p/n: K9-A-102, sold separately) Fits 2020+ Ford Police Interceptor Utility, including hybrid, Smooth powder coat finish is easy to clean, Fabricated from Heavy-duty aluminum for long-lasting durability Door panels with window guards included, with optional 10" emergency exhaust fan mounting on driver or passenger side (use p/n: K9-A-104 option, sold separately) K9 kit window guards include a .281" x 1.75" obround slotted hole pattern to minimize the possibility of fingers accidentally being put into the K9 compartment Integrated speaker cover in door panels reduces install time and allow vehicle to be restored to oe functionality Includes one (1) interior LED dome light with white light for daytime use and red light for nighttime use Durable and .25" thick rubber mat lays flat and resists chewing Easy to install and includes all hardware Works with OEM rear cargo floor / spare tire cover or Havis C-TTP-INUT-1200, C-TTP-INUT-1201 and C-TTP-INUT-4 Specifications: SUV kit dimensions: 36" deep by 65" wide by 40" high Side entry openings are 24" wide x 37" high Front entry door opening 13.5" wide x 30.25" high Measurement from top of K9 floor to ground = 22.75" inches Rear cargo space behind K9 wall to rear door sill trim is 44" wide x 41" long at 14" high (less front to back length above 15" high)	12	\$ 4,445.00	\$ 90.00

119	PRISONER CONTAINMENT		Labor Hours	Price (part only)	Labor Cost Per Hour
120	TP-E-SL6-US-SS-	TROY PRODUCTS large window partition with sliding window, crawl-through barrier and weapon recess panel, Includes mounting kit & partition kick panels with big foot pockets for Interceptor Utility.	2	\$ 1,250.56	\$ 90.00
121	475-0065,475-096	Prisoner Cage - Jotto - Partition w/sliding window, wire mesh, LEP, recess panel	2	\$ 1,290.00	\$ 90.00
122	PFW4714UINT20A	Prisoner Cage - Pro-gard - Poly Center Slider Window with Expanded Metal Insert/LEP	2	\$ 1,134.00	\$ 90.00
123	PRPSP4714UINT2	Prisoner Cage - Pro-gard - Poly Center Slider Window with Expanded Metal Insert/LEP/Rec.Pnl	2	\$ 1,230.00	\$ 90.00
124	PK0118ITU20TM	Prisoner Cage - Setina - #8VS 1/2 Uncoated Polycarbonate 1/2 Vinyl Coated Expanded Metal	2	\$ 984.00	\$ 90.00
125	PK0398ITU20TM	Prisoner Cage - Setina - #8VS Recessed Panel 1/2 Uncoated Polycarbonate 1/2 Vinyl Coated Expanded Metal	2	\$ 1,092.00	\$ 90.00
126	PK0602ITU20TM	Prisoner Cage - Setina - #10VS C Recessed Panel Uncoated Polycarbonate With Expanded Metal Window Security Screen	2	\$ 1,164.00	\$ 90.00
127	PK0601ITU20TM	Prisoner Cage - Setina - #10VS C Uncoated Polycarbonate With Vinyl Coated Expanded Metal Window Security Screen	2	\$ 1,050.00	\$ 90.00
128	P1000UINT20AOS	Single Prisoner Cage - Pro-gard - Partition,seat,door panels, window bars,lep,rear barrier,belts	2	\$ 2,826.00	\$ 90.00
129	P1000UINT20A	Single Prisoner Cage - Pro-gard - Partition,seat,door panels, window bars,lep,rear barrier	2	\$ 2,592.00	\$ 90.00
130	1K0574ITU20	Single Prisoner Cage - Setina - 6-VS SPT - Stock seat	2	\$ 1,332.00	\$ 90.00
131	FE7502-NP	Prisoner Seat - Laguna - Seat with Laguna Seat Belts (No Rear Cargo Screen Included)	1	\$ 1,308.00	\$ 90.00
132	FE7502-RBNP	Prisoner Seat - Laguna - Seat with Ready Buckle (No Rear Cargo Screen Included)	1	\$ 1,434.00	\$ 90.00
133	S4702UINT20	Prisoner Seat - Pro-gard - Standard Transport Seat w/ 1/4" Poly. Window Cargo Barrier & Seat	2	\$ 1,524.00	\$ 90.00
134	S4705UINT20	Prisoner Seat - Pro-gard - Standard Transport Seat w/ 7 Ga. Steel Screen Window cargo bar.	2	\$ 1,524.00	\$ 90.00
135	QK0634ITU20	Prisoner Seat - Setina - REP. Seat, wire barrier, belts	2	\$ 1,062.00	\$ 90.00
136	FP47UINT20	Floor Pan - Pro-gard - Charcoal Grey ABS, Floor Pan	1	\$ 402.00	\$ 90.00
137	QK0491ITU20	Floor Pan - Setina - Floor Pan - TPO Plastic	1	\$ 408.00	\$ 90.00
138	475-0067	Cargo Barrier - Jotto - Side Curtain Airbag Compliant Cargo Barrier - Wire	2	\$ 810.00	\$ 90.00
139	475-1337	Cargo Barrier - Jotto - Side Curtain Airbag Compliant Cargo Barrier - Upper Poly	2	\$ 852.00	\$ 90.00
140	B4702UINT20	Cargo Barrier - Pro-gard - 1/4" Poly, Cargo Barrier with Filler Panel with sca	2	\$ 780.00	\$ 90.00
141	B4705UINT20	Cargo Barrier - Pro-gard - 7 Gauge Steel Wire, Cargo Barrier with Filler Panels with sca	2	\$ 780.00	\$ 90.00
142	PK0123ITU202ND	Cargo Barrier - Setina - 12-VS Wire Mesh Rear Barrier	2	\$ 774.00	\$ 90.00
143	PK0316ITU202ND	Cargo Barrier - Setina - 12-VS Poly Rear Barrier	2	\$ 798.00	\$ 90.00
144	475-0848	Window Bars - Jotto - Window Armor - Vertical	1	\$ 534.00	\$ 90.00
145	475-1486	Window Bars - Jotto - Window Armor - Secure Grid	1	\$ 558.00	\$ 90.00
146	WB47NPUINT20	Window Bars - Pro-gard - Pair, Steel Window Bars (for use with O.E.M. door panels only)	1	\$ 474.00	\$ 90.00
147	WK0514ITU20	Window Bars - Setina - Window Armor - Vertical	1	\$ 486.00	\$ 90.00
148	WK0514ITU20H	Window Bars - Setina - Window Armor - Horizontal	1	\$ 486.00	\$ 90.00
149	475-1251	Door Panels - Jotto - Ford PI Utility (2020+) OEM Door Control Covers	1	\$ 294.00	\$ 90.00
150	DK0100ITU12	Door Panels - Setina - TPO Door Panels	1	\$ 486.00	\$ 90.00
151	DK0598ITU12	Door Panels - Setina - Aluminum Door Panels	1	\$ 426.00	\$ 90.00
152	PUSH BUMPERS		Labor Hours	Price (part only)	Labor Cost Per Hour

153	PB47UINT20HD	Push Bumper - Pro-gard - HD Push Bumper	3	\$ 732.00	\$ 90.00
154	BK0341ITU20	Push Bumper - Setina - PB100A12 12" Aluminum Push Bumper	3	\$ 594.00	\$ 90.00
155	BK0342ITU20	Push Bumper - Setina - PB100A16 16" Aluminum Push Bumper	3	\$ 606.00	\$ 90.00
156	BK0393ITU - TBD	Push Bumper - Setina - PB300 VS Aluminum Bumper Full	3	\$ 720.00	\$ 90.00
157	BK0534ITU20	Push Bumper - Setina - PB400 VS Aluminum Bumper Full	3	\$ 720.00	\$ 90.00
158	36-2125	Push Bumper - Westin - Push Bumper Elite	3	\$ 636.00	\$ 90.00
159	GUN LOCKS		Labor Hours	Price (part only)	Labor Cost Per Hour
160	GM-SGRF-MNT-K	TROY PRODUCTS theft-deterrent dual weapon gun mount. Includes two (2) butt plates, two (2) lock and two (2) handcuff style locks with #2 key and push-button override switch.	1	\$ 318.00	\$ 90.00
161	475-2052	Gun Lock - Jotto - Dual Weapon, Partition Mounted	1	\$ 936.00	\$ 90.00
162	475-2053	Gun Lock - Jotto - Single Weapon, Partition Mounted	1	\$ 720.00	\$ 90.00
163	GVPMS-H	Gun Lock - Pro-gard - Vertical Partition Mount Single Weapon Tri-Lock G/R w/Handcuff K	1	\$ 696.00	\$ 90.00
164	GVMPD-H	Gun Lock - Pro-gard - Vertical Partition Mount Dual Weapon Tri-Lock G/R w/Handcuff Key	1	\$ 696.00	\$ 90.00
165	GK10342USSCAX	Gun Lock - Setina - Dual Weapon, Partition Mounted, Universal Gun locks	1	\$ 660.00	\$ 90.00
166	GK10271UXLSS	Gun Lock - Setina - Single Weapon, Partition Mounted, Universal Gun lock	1	\$ 472.50	\$ 90.00
167	STORAGE VAULTS (Revised 10/5/21)		Labor Hours	Price (part only)	Labor Cost Per Hour
168	TK0841	Setina Cargo Storage System TK0841ITU20: STD Height, without EZ lift. Top tier configuration with sliding drawer and combo lock. Requires Setina 12vs or Freestand.	2	\$ 2,086.80	\$ 90.00
169	EZ	EZ Lift Cargo Deck	2	\$ 1,188.00	\$ 90.00
170	CP-GB403212-TL-K	TROY PRODUCTS storage vault, 40"Wx32"Lx12H". Includes two (2) lockable draw-tight handles, carpet on top, foam on floor, tilt-up cargo mount that allows access to spare tire, & tilt-down electronics tray.	2	\$ 1,741.20	\$ 90.00
171	CP-MS-UV-1DWB-K	TROY PRODUCTS command post with tilt-up white board, storage drawers and tilt-up cargo mount that allows access to the spare tire.	2	\$ 4,446.00	\$ 90.00
172	CP-GB44248-T3-K	TROY PRODUCTS elevated storage vault, 48"Wx24"Lx8H". Includes two (2) lockable draw-tight handles, carpet on top, foam on floor and slide-out electronics tray. Elevated design allows access to spare tire.	2	\$ 1,766.40	\$ 90.00
173	Lighting	DESCRIPTION	Labor Hours	Price (part only)	Labor Cost Per Hour
174	C3AVP	Code3: Administrative Vehicle Package - Consist of Interior LED Dash Light, (2) LED Rear Deck Lights, 900 Series Head Light Flasher, Code3 H2 Covert Siren or 3920 Series Siren and Light Controller, C3100U Speaker with Bracket. 5-Year Warranty.	7	\$ 1,491.00	\$ 90.00
175	SOAVP	SoundOff Signal Administrative Vehicle Package - Consist of Interior Rearview Mirror LED Light; Rear Deck or Headliner LED Lights (Minimum of 2); Headlight Flasher; Tail light flasher; Four Corner Universal Undercover LED system; Combination Light Controller/Siren (ETS200RA-PA); Speaker and Bracket - LED lights may be blue, red, amber or any combination - specify color.	7	\$ 1,897.80	\$ 90.00

176	WAVP	Whelen: Administrative Vehicle Package - Consist of Interior Rearview Mirror LED Light; Rear Deck or Headliner LED Lights (Minimum of 2); Headlight Flasher; Four Corner LED System; Hand Held or 295SLSA6 One Piece Combination Light Controller/Siren; Speaker and Bracket – LED lights may be blue, red, amber or any combination - specify color.	7	\$ 1,796.66	\$ 90.00
177	C3ELBP-LED	Code3 Economic Lightbar Package 21TR (Model 21TR47A4) Manufactured in America, All LED Torus Modules, Flashing Takedown and Alley LED lights, Code3 Mastercom Siren and Light Controller, C3100U Speaker with Bracket. 5 Year Warranty.	8	\$ 2,274.31	\$ 90.00
178	SOELB – LED	SoundOff Signal Economy LED Lightbar Package - SoundOff Signal All LED 48" EMG2000 Magnum LED Lightbar 10-16v (EMG2000) w/ Take Downs & Alleys, Standard Split option available – Clear lenses with Amber, Blue, Red or White LEDs - 3 LED inboards and 6 LED corners Bar can be ordered with any color in each module. 5-year warranty is included on EMG2000. 6 led corner for warning and standard with LED takedowns and alleys (CONTAINS NO EMPTY HOLES OR MISSING DIODES). 5-year warranty Included on EMG2000. Package also includes a SoundOff 100-watt 400 series siren (Siren Model number ETSA400csp) with integrated lighting controls and directional arrow switch to control optional full or split rear arrow, and 100-watt SAE approved siren speaker w/vehicle specific mounting bracket (Speaker Model ETSS100D), please specify vehicle bracket needed. Lightbars are available in red, blue, amber, or any combination of these colors.	8	\$ 2,231.75	\$ 90.00
179	WELB – LED	Whelen Economic All LED Lightbar (Model Number F914G4), Fully loaded, 100% Solid State Electronics, manufactured in America, with, (2) Flashing/ Takedown LED Lights, (2) Flashing/ Alley LED Lights, Mounting Kit, Epsilon Series Combination Light/Siren Controller, SA315P Siren Speaker and Mounting Bracket.	8	\$ 2,055.32	\$ 90.00
180	C3EUMP-LED	Code3: Basic Unmarked Patrol Package - Consist of Interior LED Dash Light, (2) Grille LED Lights and (2) LED Rear Deck Lights, 900 Series Headlight Flasher, Code3 H2 Covert Siren and Light Controller, C3100U Speaker with Bracket. 5 Year Warranty.	9	\$ 1,641.00	\$ 90.00
181	SOEUMP – LED	SoundOff Signal Basic LED Unmarked Patrol Package - Consist of Interior Rearview Mirror, Grille and Rear Deck LED System (Minimum 2 Lights in Each Position); Headlight and tail light flashers; Four Corner Universal Undercover LED system; ETSA461HPP 100W handheld remote Combination Light Controller/Siren, Speaker and Bracket(s) - LED lights may be blue, red, amber or any combination - specify color.	9	\$ 2,016.46	\$ 90.00
182	WEUMP – LED	Whelen: Basic All LED Unmarked Patrol Package - Consist of Interior Rearview Mirror, Grille and Rear Deck LED System (Minimum 2 Lights in Each Position) LED lights may be blue, red, amber or any combination – please specify color; Headlight Flasher; Epsilon one piece Combination Light Controller/Siren, Speaker and Bracket; Four Corner LED System, may be blue, red, amber, white or any combination – please specify color.	9	\$ 1,875.86	\$ 90.00

183	C3MLBP-LED	Code3 Medium Lightbar Package, 21TR Plus (Model 21TR47MC) Manufactured in America Features Full Flood Takedown Torus Multicolor Light heads with Torus corner modules, Flashing Takedown and Alley LED Lights, Directional Arrow. Code3 Xcel Siren and Light Control, C3100U Speaker with bracket. 5 Year Warranty.	8	\$ 2,278.38	\$ 90.00
184	C3PLBP-LED TIER1	Code3 Premium Tier1 Package all LED Defender Lightbar (ModelDF47A2) Tricore Modules, (2) LED Flashing/Takedown Lights, (2) LED flashing/Alley Lights, Auto Diming Photo Cell, Mounting Kit. Code3 Z3 Siren Light Controller, C3100U speaker with bracket. 5 Year Warranty.	8	\$ 3,570.56	\$ 90.00
185	C3PLP-LED TIER2	Code3 Premium Tier2 Package all LED Defender Multicolor Lightbar (ModelDF47A2MC), Tricore Modules, (2) LED Flashing/Takedown Lights, capable of Front Flood Lighting, (2) LED flashing/Alley Lights, Auto Diming Photo Cell, Mounting Kit. Code3 Z3 Siren Light Controller, Banshee low frequency Siren, (2) C3100U Speakers with bracket. 5 Year Warranty.	8	\$ 3,570.56	\$ 90.00
186	SOMLB – LED	SoundOff Signal Medium LED Lightbar Package - SoundOff Signal All LED 48" EMG2000 48" Magnum LED Lightbar 10-16v (EMG2000) w/ Take Downs & Alleys, Standard Split option available – Clear lenses with Amber, Blue, Red or White LEDs - 6 LED inboards and 12 LED corners. Package also includes a SoundOff 100-watt 400 series single tone siren (Siren Model number ETSA481CSP)) with integrated lighting controls and directional arrow switch to control optional full or split rear arrow, and 100-watt SAE approved siren speaker w/vehicle specific mounting bracket (Speaker Model ETSS100D), please specify vehicle bracket needed. Lightbars are available in red, blue, amber, or any combination of these colors.	9	\$ 2,244.97	\$ 90.00
187	SOPLB – LED 1 TIER	SoundOff Signal Premium LED Lightbar Package - SoundOff Signal All LED 48" ENFLB-containing 16 Single Color LED modules CONTAINS NO EMPTY HOLES OR MISSING DIODES). Lightbar is equipped with programmable flashing and/or steady burning LED TAKEDOWN and LED ALLEYS. 5-year warranty is included on ENFLB. Package also includes a SoundOff 100-watt 400 series single tone siren (Siren Model number ETSA481CSP) with integrated lighting controls and directional arrow switch to control rear arrow and 100-watt SAE approved siren speaker w/vehicle specific mounting bracket (Speaker Model ETSS100N), please specify vehicle bracket needed.	9	\$ 2,560.55	\$ 90.00

188	SOPLB – LED 2 TIER	SoundOff Signal Premium LED Lightbar Package - SoundOff Signal All LED 48" ENFLB-Silver containing 16 Dual Color LED modules with 240 LED's (CONTAINS NO EMPTY HOLES OR MISSING DIODES). Lightbar is equipped with programmable flashing and/or steady burning LED TAKEDOWN and LED ALLEYS. Bar can be ordered with any 2 colors in each module. 5-year warranty is included on ENFLB. Package also includes a SoundOff 100-watt 400 series single tone siren (Siren Model number ETSA481CSP) with integrated lighting controls and directional arrow switch to control rear arrow and 100-watt SAE approved siren speaker w/vehicle specific mounting bracket (Speaker Model ETSS100N), please specify vehicle bracket needed. Lightbars are available in red, blue, amber, or any combination of these colors.	9	\$ 2,913.95	\$ 90.00
189	SOPLB – LED 3 TIER	SoundOff Signal Premium LED Lightbar Package - SoundOff Signal All LED 48" ENFLB-Gold (Model ENFLB-GOLD) containing 16 Tri-Color LED modules with 336 LED's (CONTAINS NO EMPTY HOLES OR MISSING DIODES). Lightbar is equipped with programmable flashing and/or steady burning LED TAKEDOWN and LED ALLEYS. Bar can be ordered with any 3 colors in each module. 5-year warranty is included on ENFLB. Package also includes a SoundOff 100-watt 400 series dual tone siren (Siren Model number ETSA481CSP) with integrated lighting controls and directional arrow switch to control optional full or split rear arrow and 100-watt SAE approved siren speaker w/vehicle specific mounting bracket (Speaker Model ETSS100N), please specify vehicle bracket needed. Lightbars are available in red, blue, amber, or any combination of these colors.	9	\$ 3,743.63	\$ 90.00
190	WMLB – LED	Whelen Medium All LED Lightbar, (Model J8FSA1) Fully loaded 100% Solid State Electronics, Manufactured in America. Includes, (2) Flashing/ Takedown LED Light (2) Flashing/ Alley LED Lights, Mounting Kit, Epsilon Combination Siren/Switch Controller, SA315P Siren Speaker and Mounting Bracket, SA315P Siren Speaker and Mounting Bracket.	9	\$ 2,223.58	\$ 90.00
191	WPLB – LED 1 TIER	Whelen Premium All LED LFL Liberty Lightbar (Model S8FSA1), Fully loaded, 100% Solid State Electronics, manufactured in America with 15 Led Modules, Two Wire Controlled Traffic Advisor, (2) LED Flashing/Takedown Lights, (2) LED Flashing/Alley Lights, Mounting Kit, 295SLSA6 Combination Light/Siren Controller, SA315P Siren Speaker and Mounting Bracket.	9	\$ 2,557.97	\$ 90.00
192	WPLB – LED 2 TIER	Whelen Premium All LED Dual Lightbar, (Model F8FSA1) Fully loaded, 100% Solid State Electronics, manufactured in America, includes a Two Wire Controlled Traffic Advisor, (2) LED Flashing/Takedown Lights, (2) LED Flashing/Alley Lights, Mounting Kit, 295SLSA6 Combination Light/Siren Controller, SA315P Siren Speaker and Mounting Bracket.	9	\$ 3,007.00	\$ 90.00
193	WPLB – LED 3 TIER	Whelen Premium All LED TRIO Lightbar, (Model IG381FSA) Fully loaded, 100% Solid State Electronics, manufactured in America, includes a Two Wire Controlled Traffic Advisor, (2) LED Flashing/Takedown Lights, (2) LED Flashing/Alley Lights, Mounting Kit, CenCom Sapphire Combination Light/Siren Controller, SA315P Siren Speaker and Mounting Bracket.	9	23% OFF LIST	\$ 90.00

194	C3PUMP-LED TIER1	Code 3: Consists of Supervisor Flex (Specify Sedan or SUV Model) Passenger side only (3 Torus Multicolor light heads w/ full flood takedown capability) Manufactured in America, Rear Full Wingman Torus LED, Code 3 H2 Covert Siren and Light control, C3100U Speaker w/bracket. 5 Year Warranty.	9	\$ 2,814.10	\$ 90.00
195	C3PUMP-LED TIER2	Code3: Deluxe Unmarked Patrol Package - Consist of Front Full Supervisor Flex (Specify Sedan or SUV model) (Multicolor Torus LEDs w/ full flood takedown capability) Manufactured in America, Rear Full Wingman Torus LED, Code3 H2 Covert Siren and Light Control, C3100U Speaker with Bracket. 5 Year Warranty	9	\$ 3,841.82	\$ 90.00
196	SOPUMP – LED	SoundOff Signal: Deluxe Unmarked Patrol Package - Consist of Front and Rear Full-Width Interior LED System with LED TAKEDOWN lights (ENFWBF(XXXX) for front, ENFWBRF(XXX) for rear); Headlight and Taillight Flashers; Four Comer LED Universal Undercover (ELUC2S010x); Package also includes a SoundOff 100-watt Handheld siren (Siren Model number ETSA461HPP) with integrated lighting controls and directional arrow switch to control optional rear arrow; Speaker and Bracket (ETSS100N) - LED lights may be blue, red, amber or any combination - specify color.	9	\$ 2,808.24	\$ 90.00
197	WPUMP – LED	Whelen: Deluxe Unmarked Patrol Package - Consist of Front and Rear Full-Width Interior LED System (Eight 3-LED Module) with LED Takedown Lights; Headlight Flasher; Four Comer LED System, Hand Held or one-piece Combination Light Controller/Siren; Speaker and Bracket - LED lights may be blue, red, amber or any combination – specify color. Also, available with eight 6-LED Lamps for the Front Interior Lightbar.	9	\$ 2,736.64	\$ 90.00
198	SOUNDOFF SIGNAL		Labor Hours	Price (part only)	Labor Cost Per Hour
199	ENFWBF-SINGLE	SoundOff Signal – ENFWBF Single Color full Featured Interior Lightbar Eight 6-LED modules. with optional Two 6-LED Flashing Take-Downs Meets SAE specifications. Easy Installation to Visor Anchor Points Without Drilling Holes, Vehicle Specific. Please indicate vehicle make and model.	3	\$ 806.40	\$ 90.00
200	ENFWBF-DUO	SoundOff Signal – ENFWBF DUO Color full Featured Interior Lightbar Eight 6-LED modules. with optional Two 6-LED Flashing Take-Downs Meets SAE specifications. Easy Installation to Visor Anchor Points Without Drilling Holes, Vehicle Specific. Please indicate vehicle make and model.	3	\$ 934.80	\$ 90.00
201		SoundOff Signal – Headlight flashers, solid state	1	\$ 195.60	\$ 90.00
202	ENT2B3x	Soundoff Signal - Intersector LED undermirror Light	3	\$ 360.49	\$ 90.00
203	ENT2B3x	Soundoff Signal - Intersector DUO LED undermirror Light	3	\$ 381.24	\$ 90.00
204		SoundOff Signal – Tail light flashers	1	\$ 276.00	\$ 90.00
205	ETSA481CSR	SoundOff Signal ETSA481CSR - deluxe siren	2	\$ 490.02	\$ 90.00
206	ETSA482CSR	SoundOff Signal ETSA482CSR- 200 watt dual tone Console Mount siren with lighting and arrow controls, Rotary knob	2	\$ 658.02	\$ 90.00
207	ETSA482RSx	SoundOff Signal ETSA482RSP- 200 watt dual tone remote siren with lighting and arrow controls, Push button or Rotary knob	2	\$ 658.02	\$ 90.00
208	ELUC2S010x	Soundoff Signal Comer LED Kits – Universal undercover LED kit, consists of 4 corner LEDs, choice of colors, red, white, blue, amber or any split color combination. Please specify colors. Included with inline flasher, 10' of cable	3	\$ 459.31	\$ 90.00
209	ETSS100J	Speaker 100watt	1	\$ 202.80	\$ 90.00
210	EMPSCG1SMS1X	3" mPower Single color	1	\$ 141.00	\$ 90.00

211	ENFDWS3X	nForce Dual Windshield, Dual Shroud and Dual Color	1	\$ 306.90	\$ 90.00
212	EMPS1SLE3X	3" mPower Single color	1	\$ 141.00	\$ 90.00
213	ETSKLF200	LF Aftershock Siren System, (2) 100 Watt Speakers , (1) 200 Watt amplifier and Universal Brackets	3	\$ 804.00	\$ 90.00
214	ENFSWS3X	nForce Single Windshield, Single Shroud Dual Color	1	\$ 197.17	\$ 90.00
215	ELB42BCL0AC	4200 Series LED Beacon, 10-30v, SAE J845 Class 1 - Flat/Pipe Mount, 4"Clear Dome/ Amber LEDs	2	\$ 241.39	\$ 90.00
216	ETBASS2000	reVerb Back-Up Alarm, SAE J994 Type C Certified, 12/24v	1	\$ 103.64	\$ 90.00
217	ENFTCDXS1206	nFORCE® 6 module Exterior Traffic Controller w/ Mounting Bracket, 12 LEDs – Dual Color combination in Amber, Blue, Red, White	2	\$ 727.20	\$ 90.00
218		OTHER SOUNDOFF OPTIONS AVAILABLE - CONTACT REP			
219	BROOKINGS		Labor Hours	Price (part only)	Labor Cost Per Hour
220	LP3-X	BROOKING 3 LED LOW PROFILE SURFACE MOUNT	1	\$ 115.20	\$ 90.00
221	LP6-X	BROOKING 6 LED LOW PROFILE SURFACE MOUNT	1	\$ 135.60	\$ 90.00
222	LP26-X	BROOKING 12 LED LOW PROFILE SURFACE MOUNT	1	\$ 147.60	\$ 90.00
223	ST6-X	BROOKING 6 LED THIN SURFACE MOUNT	1	\$ 152.40	\$ 90.00
224	PAL06-XX	BROOKING PAIR - DUAL MODE - SINGLE OR SPLIT COLOR	1	\$ 190.80	\$ 90.00
225	HZNS6-XX	BROOKING HORIZON 6 LED MODULE BAR/BRACKET	2	\$ 469.20	\$ 90.00
226	L05-XXXX	BROOKING MICRO BAR EX	2	\$ 403.20	\$ 90.00
227	BR-LEDBH	BROOKING 8 LED BEACON	2	\$ 220.80	\$ 90.00
228	B14-XXXX	BROOKING 10 LED BEACON	2	\$ 261.60	\$ 90.00
229	B19-XXXX	BROOKING 36 LED BEACON	6	\$ 356.40	\$ 90.00
230	FIT49-XX	BROOKING 49" FIT LEGION LIGHT BAR	6	\$ 906.00	\$ 90.00
231	FIT54-XX	BROOKING 54" FIT LEGION LIGHT BAR	6	\$ 966.00	\$ 90.00
232	EVL6-XXXX	BROOKING SINGLE COLOR ECLIPSE INTERIOR BAR	6	\$ 726.00	\$ 90.00
233	EVL12-XXXX	BROOKING DUAL COLOR ECLIPSE BAR INTERIOR BAR	6	\$ 1,026.00	\$ 90.00
234	LSBD-****	BROOKING TEMPEST 48" OR 54 FULL DUO	6	\$ 1,818.00	\$ 90.00
235	TORRENT BAR	BROOKING TORRENT 49" OR 54" FULL DUO	6	\$ 1,818.00	\$ 90.00
236		OTHER BROOKING OPTIONS AVAILABLE -CONTACT REP			
237	CODE 3		Labor Hours	Price (part only)	Labor Cost Per Hour
238	MR6-X	CODE 3 6LED UNIV. MNT.- SINGLE COLOR	1	\$ 147.60	\$ 90.00
239	ULT6-X	CODE 3 6 LED, THIN SURFACE MNT	1	\$ 140.40	\$ 90.00
240	MICROPAK	CODE 3 HIDE A BLAST,6LED,ULTRA SLIM,FM	1	\$ 134.40	\$ 90.00
241	MICROPAK-DC	CODE 3 HIDE A BLAST,6LED,LP,SM SPLIT COLOR	1	\$ 148.80	\$ 90.00
242	CD3766**-VDL	CODE 3 VISOR/DECK LIGHT,W/CHASE	1	\$ 212.40	\$ 90.00
243	C3RNRDC-60R	CODE 3 60" OUTLINER - BRACKET INCLUDED - PAIR	3	\$ 786.00	\$ 90.00
244	3599L5	CODE 3 H2 COVERT SIREN	2	\$ 514.80	\$ 90.00
245	C3900U	CODE 3 SLIM 100 WATT SPEAKER/BRACKET	1	\$ 243.60	\$ 90.00
246		OTHER CODE 3 OPTIONS AVAILABLE -CONTACT REP		\$ -	
247	WHELEN		Labor Hours	Price (part only)	Labor Cost Per Hour
248	AVC11**	WHELEN SINGLE AVENGER II SOLO	1	\$ 196.80	\$ 90.00
249	AVC21**	WHELEN DUAL AVENGER II SOLO	1	\$ 288.00	\$ 90.00
250	UHF2150A	WHELEN HEADLIGHT FLASHER	1	\$ 112.80	\$ 90.00
251	PS*01FCR	WHELEN STRIP LIGHT PLUS - SOLO	1	\$ 147.70	\$ 90.00
252	PS*02FCR	WHELEN STRIP LIGHT PLUS - DUO	1	\$ 168.82	\$ 90.00
253	HHS3200	WHELEN SIREN AMP W/ HAND-HELD CONTROL	2	\$ 514.80	\$ 90.00
254	HHS4200	WHELEN SIREN AMP W/ HAND-HELD CONTROL - WECAN	2	\$ 575.40	\$ 90.00
255	295SLSA6	WHELEN 295SLSA6 SIREN/CONTROL CENTER	2	\$ 514.80	\$ 90.00
256	HOWLER	WHELEN LOW FREQUENCY TONE SIREN SYS./BRACKET	2	\$ 635.52	\$ 90.00
257	SA315P	WHELEN 100 WATT SPEAKER / BRACKET	1	\$ 243.60	\$ 90.00
258	TCRHS5	WHELEN 60" TRACER - SOLO - PAIR - BRACKET INCLUDED	3	\$ 1,068.86	\$ 90.00

259	TCRHD5	WHELEN 60" TRACER - DUO - PAIR - BRACKET INCLUDED	3	\$ 1,314.00	\$ 90.00
260	PCC6W	WHELEN PCC6W CONTROL CENTER	1	\$ 168.00	\$ 90.00
261	MC16PA	WHELEN 16" MINI CENTURY - AMBER	2	\$ 381.60	\$ 90.00
262	MC16PF	WHELEN 16" MINI CENTURY - AMBER/WHITE	2	\$ 416.46	\$ 90.00
263	WBUA97	WHELEN 97DB BACK UP ALARM	1	\$ 100.80	\$ 90.00
264	VTX609*	WHELEN VERTEX LIGHT - 6 LED - PAIR	2	\$ 251.40	\$ 90.00
265	L10HAP	WHELEN L10 BEACON	2	\$ 294.00	\$ 90.00
266	MCRNS*	WHELEN MICRON	1	\$ 166.80	\$ 90.00
267	MCRNT*	WHELEN STUD MOUNT MICRON	1	\$ 166.80	\$ 90.00
268	TLI*	WHELEN THIN ION	1	\$ 175.20	\$ 90.00
269	ARGES 1	WHELEN 5° Spotlight with Proclera® Silicone Optic	3	\$ 642.00	\$ 90.00
270	ARGES 2	WHELEN ProFocus™, Select from Spot/Flood Combination Light	3	\$ 708.00	\$ 90.00
271	ARGES MOUNT	WHELEN ARGES MOUNT - VEHICLE SPECIFIC	0	\$ 72.00	\$ 90.00
272	ARGCH1	WHELEN ARGES BAIL MT CONTROL HEAD	1	\$ 279.60	\$ 90.00
273	ARCHG2	WHELEN Control Head for Arges®, Swivel Mount	1	\$ 279.60	\$ 90.00
274	TRANSIT LT POD	Seven Light rear roof mounded Lighting assembly (specify color)	4	\$ 1,554.00	\$ 90.00
275	TRANSIT RR LT POD	Seven Light REAR roof mounded Lighting assembly (specify color)	4	\$ 1,554.00	\$ 90.00
276	WARRANTY			PRICE	MSRP
277	CB575	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2022	0	\$ 2,040.00	
278	CB5100	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2022	0	\$ 2,615.00	
279	CE575	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2022	0	\$ 2,240.00	
280	CE5100	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2022	0	\$ 3,020.00	
281	CP575	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2022	0	\$ 2,935.00	
282	CP5100	Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide Jan 2022	0	\$ 3,775.00	
283	FINAL DELIVERY			PRICE	
284	OZN	Out of Zone purchase and Delivery. Does not include unique shipping circumstances when final product demands shipping outside the state of Florida. Note: Emmissions codes for specific region.		\$ 446.00	
285	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.		\$ 48.00	
286	TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option		\$ 7.00	
287	TX	Transfer Tag Charge: (Florida only) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)		\$ 90.00	
288	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP)		\$ 125.00	

BID AWARD

CONTRACT FSA20-VEL28.0

Pursuit, Administrative, and Other Vehicles

Contract Term:

October 1, 2020– September 30, 2022

Cooperative Purchasing Program

Coordinated By

**The
Florida Sheriffs Association
&
Florida Association of Counties**





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 28th cooperative competitive bid for vehicles. This contract is in effect beginning October 1, 2020 through September 30, 2022.

This year's bid award included 339 specifications and makes and models. It offers police rated pursuit, special service, administrative, hybrid vehicles, electric vehicles, pick-up trucks, vans, mobility transport, and police motorcycles.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 158 prospective bidders to register for qualification to participate in the bid process. From this ITB, 58 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 48 submitted bids and 37 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles.

1. Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac
2. Alan Jay Enterprises of Wauchula, Inc d/b/a Alan Jay Chrysler Jeep Dodge of Wauchula
3. Alan Jay Ford Lincoln Mercury, Inc
4. Alan Jay KIA, Inc.
5. Alan Jay Nissan, Inc.
6. Alan Jay Toyota
- 7 Alligator Alley Harley Davidson
8. Asbury Automotive Group DBA: Courtesy Chrysler, Jeep Dodge
9. Asbury Jax Ford, LLC DBA: Coggin Ford
10. Asbury Automotive Group DBA: Coggin DeLand Honda
11. Asbury Automotive Group DBA: Courtesy KIA of Brandon
12. Auto Nation Chevrolet Pembroke Pines
13. Bartow Ford Company
14. Beck Chevrolet Buick GMC LLC
15. Beck Chrysler Dodge Jeep
16. Beck Ford Lincoln
17. Bozard Ford
18. Coggin Buick GMC
19. Coggin Chevrolet LLC DBA: Coggin Chevrolet
20. Coggin DeLand Hyundai
21. Coggin Cars LLC DBA: Coggin Toyota
22. Duval Chevrolet
23. Duval Ford LLC
24. FR Conversions Inc.
25. Garber Chevrolet Buick GMC Inc.
26. Garber Chrysler Dodge Jeep RAM
27. Garber Ford Inc.
28. Jeffrey-Allen Inc.
29. Palmetto Ford Truck Sales Inc.
30. Rossmeyer Daytona Motorcycles Inc
31. Seminole Toyota
32. Stingray Chevrolet
33. Tampa Truck Center
34. Terry Taylor DeLand Nissan Inc.
35. Tesla Inc
36. Vatland CDJR, LLC
37. Weston Nissan

FSA Cooperative Purchasing Program



**Contract: FSA20-VEL28.0 – Pursuit,
Administrative and Other Vehicles**
Contract: FSA20-VEH18.0 – Heavy Trucks
Contract: FSA20-EQU18.0 – Heavy Equipment
(Items formerly included under “VEH” contract.)

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION
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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

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1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

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1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.
- b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to bid and contract administration functions for this contract.
- e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- f. Factory: Refers to the manufacturer produced products.
- g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.
- h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request

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for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

- i. **Manufacturer:** The original producer or provider of vehicles or equipment offered on this contract.
- j. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - 1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
 - 2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
 - 3. Manufacturer's Annual U.S. Price Book
 - 4. Manufacturer's official website
- k. **Non-Scheduled Options:** Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.
- l. **Production Cutoff:** A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.
- m. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- n. **Purchaser:** A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.
- o. **Purchase Order:** A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.
- p. **Third Party Supplier:** Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.
- q. **Vendor:** The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.
- r. **Vendor Installed:** A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

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Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

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1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

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

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management

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Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must

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be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to

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reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must 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 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 FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

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Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;

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- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

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1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest

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ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

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If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be

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incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

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The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet Business Information Report Snapshot
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,
 - Number of personnel available to service the contract,
 - Qualifications of personnel providing warranty work, and
 - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

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Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be provided no later than five business days before the contract award date. The certificate must state Bid Number and Title. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

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It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

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2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the FSA bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the FSA bid system or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

2.06 DISCOUNTS

Discounts listed in heavy vehicle and heavy equipment bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.08 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

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Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.09 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting in accordance with FSA requirements. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

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Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form
- Insurance Checklist
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0
- Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens
- Qualified Bidder documentation, as required in Section 2.01

The qualification forms are located on the bid system.

2.13 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

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2.14 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

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Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Option Upload

The bid system will accept option information from bidders through a .pdf file upload. The option information required for the bid submission of the options under each bid specification number include:

- Bid Item number (FSA item specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for each each specification or item number bid. Therefore, bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description, and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the bidder will credit the purchaser.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3

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in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufactured with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens

Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.16 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

Bidders must submit their bid electronically using the on the FSA bid system, which is located at <https://www.myvendorlink.com>. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in the bid system, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. \$10, not \$10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- \$.01-.49 will be rounded down to the prior dollar bid (e.g. \$50.49 = \$50)
- \$.50-.99 will be rounded to the next dollar (e.g. \$50.50 = \$51)

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through the FSA bid system, VendorLink, for the applicable bid.

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2. Input bid price in the bid system price field within each specification being bid.
3. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
4. Enable printing on files submitted.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
6. Bids must be input into the standardized format in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
8. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Build sheet in a single merged .pdf document for each item bid as prescribed in the FSA bid system.
 - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall include the FSA bid specification item number, and indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be compiled into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing required as a single merged .pdf document as prescribed in the FSA bid system.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Emergency Vehicle Technician Certifications, if applicable.
- Service Standard Plan, Section 2.02, if applicable.
- Any requested equivalents, Section 2.10, or exceptions, Section 2.08.
- Certificates of Insurance, as applicable for policies in existence at the time of bid submission

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.17 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

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2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and verify that the bidder successfully input the bid within the timeframe prescribed for bid submission in the Bid Calendar.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.27, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

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Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

2.24 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.25 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle or equipment, which amount the vendor

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agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.26 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only>.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.28 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the bid award date and effective date of the awarded contract as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment

On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

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Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

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3.08 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.11 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and
Budget Police Vehicle Evaluation Program

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https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:

<https://www.lasd.org/pdfjs/web/viewer.html?file=VehicleTestBooklet.pdf>

Motorcycles:

https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle

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with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

3.15 VENDOR INSTALLED OPTIONS

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.16 NON-SCHEDULED OPTIONS

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.17 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.18 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

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3.19 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasing agency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

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Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

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All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

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6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

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The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to REPORTS@flsheriffs.org.

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled "Instructions" must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

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headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.27 ADMINISTRATIVE FEE

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The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

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If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report and/or administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

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Appendix A



**Florida Sheriffs Association Cooperative Purchasing Program
Vendor Change Document**

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

Company Information Changes:

Old Information	New Information
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

Company Contact Changes:

Old Contact Information	New Contact Information
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative _____

Job Title _____ Date of Request _____

Authorized Company Representative Signature: _____

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

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Appendix B

FSA CONTRACT ZONE MAP



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Contract Terms and Conditions

Appendix C



CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

PURCHASER: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
 Contract Terms and Conditions

Appendix E



Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA’s website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff’s Office.

For the most up to date information on these events, please refer to

<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>.

EXHIBIT "B"
SURPLUS VEHICLES

#648- 2010 Ford Explorer (CPO Vehicle)

1FMEU6DE8AUA36639

#629- 2009 Crown Victoria (K-9)

2FAHP71V29X121926

#685- 2015 Ford Explorer (K-9)

1FM5K8AR7FGC08478



AGENDA MEMORANDUM

Meeting Date: 9/26/2022

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Zuzell E. Murguido, Senior Procurement Officer

Subject: Award to Amerant Bank as the City's Financial Institution via RFP 05-21/22 for Banking Services

RECOMMENDATION: Recommendation by Finance- Professional Services that Council award City RFP #05-21/22 to Amerant Bank the lowest responsive-responsible bidder and authorize the execution of a Professional Services Contract for banking services as funds are to be approved in the FY22/23 Budget, pursuant to Section §31.11 (E)(1) of the City Code.

DISCUSSION: On June 22, 2022 the City advertised a Request for Proposal (RFP) for Banking Services of which (9) banks, (118) representatives were notified of the opportunity to bid. On June 29th, the Banking institutions were required to attend a Mandatory Pre-Bid conference and (4) four different banks were in attendance (Attachment "A"). On July 19th, the City received (3) three responses (Attachment "B") from the following financial institutions: Synovus Bank, Truist and Amerant.

<u>Bank</u>	<u>Rates</u>	<u>Estimated Monthly Banking Charges</u>
<u>Amerant</u>	0.40% ECR with a fee waive option for (1) one year / MMI will earn 1.90% APY. / Branch 2.9 miles away.	\$2,504.25
<u>Truist</u>	ECR 60bps variable, interest on excess balance would be indexed to 60% of Fed. Funds Target Rate. Rate 1.04% with an APY of 1.05% / Branch .1 mile away.	\$2,894.68
<u>Synovus Bank</u>	0.65 ECR with a fee waive option for (1) year / MMI is 1.25%. Branch 5.8 miles away.	\$3,161.78

Responses were evaluated by Zuzell E. Murguido, Senior Procurement Officer, (Attachment "C") based on Qualifications, Technical Capabilities, Client References, Operational Plan for the City, Proximity, and Price Proposal.

The award Contract will begin effective October 1st, 2022, provided funding is approved in the FY22/23 Budget, and there will be no fiscal impact to the budget.

Submission Date and Time: 9/13/2022 3:41 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Procurement Department</u>	Dept. Head: _____	Dept./ Desc.: _____
Prepared by: <u>Zuzell Murguido</u>	Procurement: _____	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ _____
		Total vendor amount: \$ _____

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING AMERANT BANK, N.A. FOR BANKING SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 05-21/22; APPROVING A TREASURY MANAGEMENT MASTER AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) issued Request for Proposals No. 01-21/22 (the “RFP”) for Banking Services to provide various banking services, including treasury management, depository services, check, ACH, wire payments, and payroll services (the “Services”); and

WHEREAS, three sealed bids were received by the RFP deadline; and

WHEREAS, Amerant Bank, N.A. (the “Bank”) was the lowest, most responsive and responsible bidder, submitting the Proposal attached hereto as Exhibit “A” (the “Proposal”); and

WHEREAS, pursuant to the RFP competitive selection process and the recommendation of the City Manager, the City Council desires to select the Bank for the Service and approve the Proposal and the Treasury Management Master Agreement, in substantially the form attached hereto as Exhibit “B” (the “Agreement”); and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Selection. That the City Council hereby selects the Bank for the Services.

Section 3. Approval. That the City Council approves the Proposal from the Bank attached hereto as Exhibit “A”, and the Agreement in substantially the form attached hereto as Exhibit “B.”

Section 4. Authorization. That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit “B,” subject to approval by the City Attorney as to form, content, and legal sufficiency; to execute any purchase order or required documentation for the Services contemplated by the RFP and this Resolution; and to take any and all necessary action which is reasonably necessary to implement the Agreement, obtain the Services, and the purposes of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 26th day of September, 2022.

MARIA PUENTE MITCHELL
MAYOR

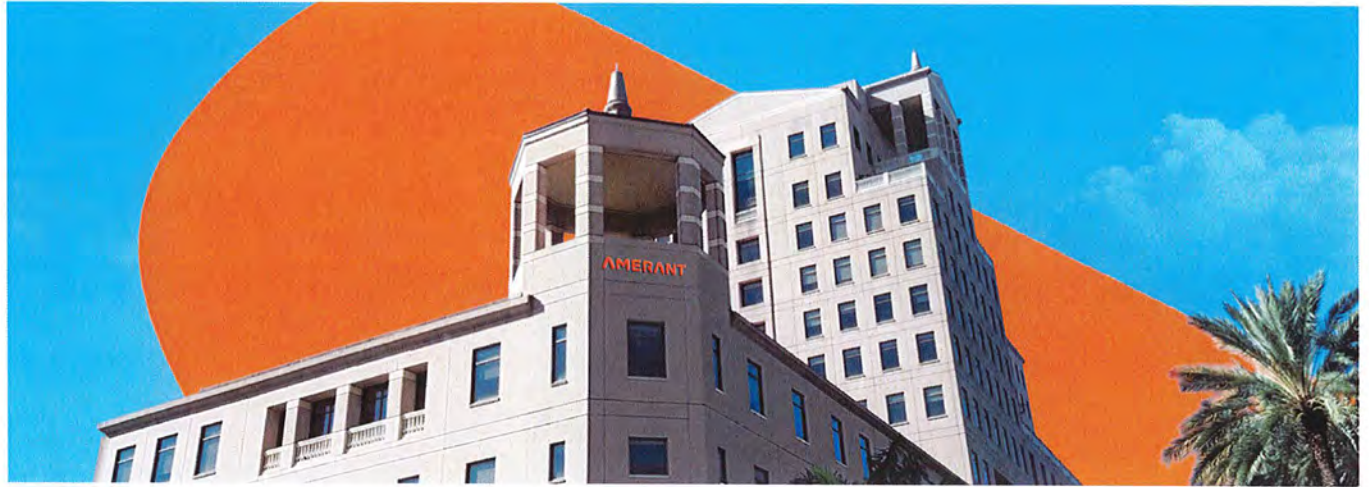
ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

AMERANT



City of Miami Springs Request For Proposal RFP NO: 05-21/22 Banking Services

Delivered to:

City of Miami Springs
Procurement Department
201 Westward Drive, 2nd Floor
Miami Springs, FL 33166

Amerant Bank Signature

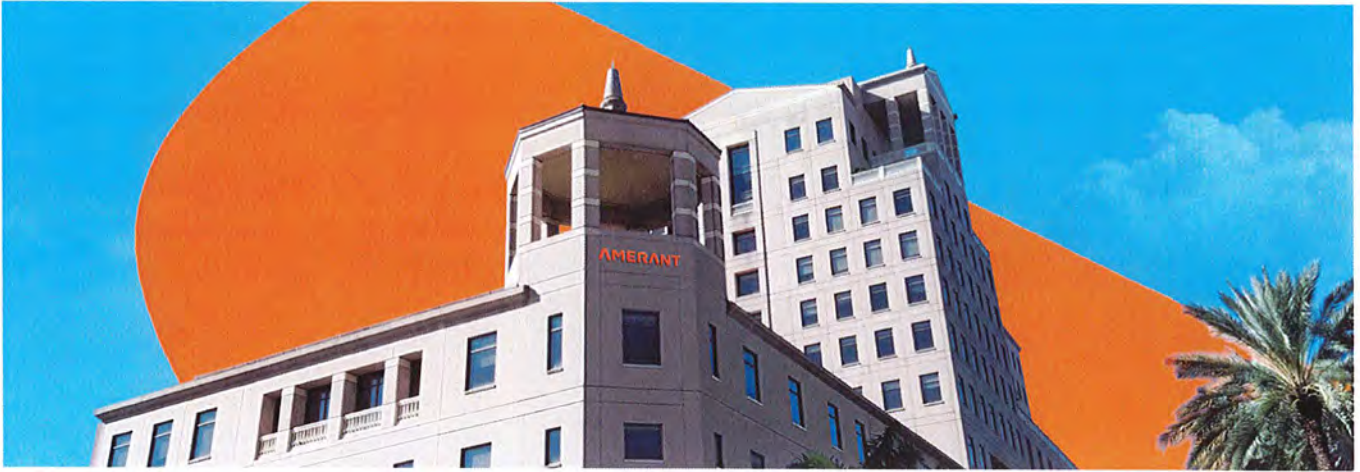
Received By:

Juan D. Garcia, Deputy City Clerk Time Stamp 12:35 pm Date: 7/19/2022



AMERANT

Amerant Bank, N.A. 220 Alhambra Circle Coral Gables, FL 33134



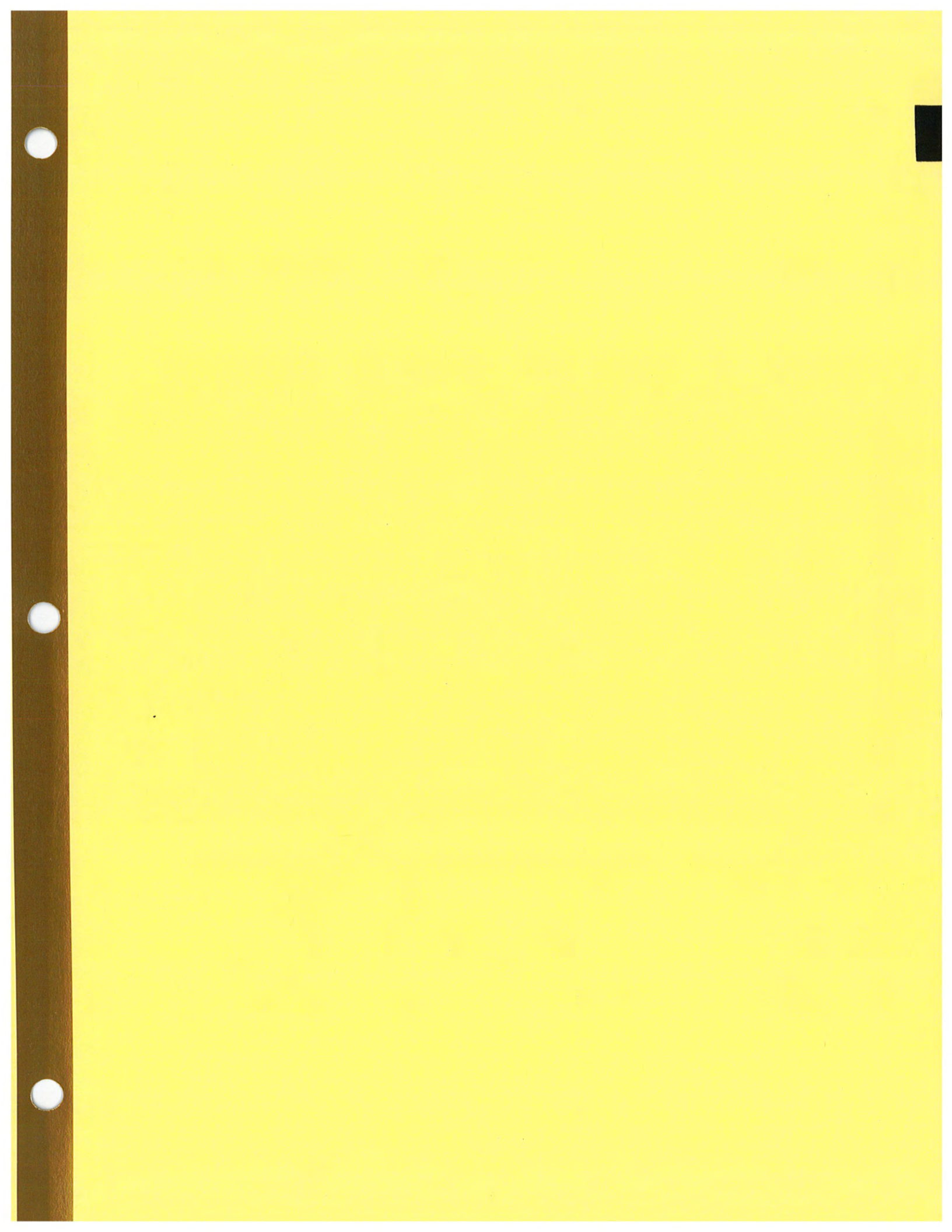
City of Miami Springs Proposal for RFP No. 03-20/21 For Banking Services July 19, 2022

Daniel Rivera
Senior Vice President | Head of Specialty Finance, Wholesale Banking
drivera@amerantbank.com
(305) 441-5570

Tom M. Marchesani, CTP, CPCP
Vice President | Treasury Management Officer
tmarchesani@amerantbank.com
(305) 629-1391



Official Hometown Bank of the Miami Hurricanes  | Official Bank of the Miami HEAT 



B. Table of Contents

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Tab B. Table of Contents

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Tab H. Insurance

Tab I. Bid Security

Form 13: Bid Security/Bid Bond unless waived)

Tab J. Forms

Form 1: Proposal Checklist

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts

Form 7: Dispute Disclosure

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

Form 14: (Form of Performance Bond & Payment Bond (unless waived)

EXHIBITS

Exhibit A: Price Proposal Schedule Form

Exhibit B: Copy of Bank Statements

Exhibit C: Form of Continuing Professional Services Agreement

Tab K. References



Tab C. Letter of Intent

July 19, 2022

City of Miami Springs

Attn: Zuzell E. Murguido, Senior Procurement Officer

201 Westward Drive

Miami Springs, FL 33166

Dear City of Miami Springs:

Amerant Bank is pleased to provide this response to your Request for Proposal (RFP) for Depository and Banking Services RFP05-21/22. We have thoroughly reviewed the due diligence material you provided, and we are prepared to be selected to serve as the City of Miami Springs's banking partner.

We welcome the opportunity to provide depository and treasury management services and build our relationship with you becoming a true strategic advisor. Thank you for the opportunity to respond to your RFP and your careful consideration.

Sincerely,

Daniel Rivera

Daniel Rivera, Senior Vice President

Relationship Manager

(305) 441-5570

drivera@amerantbank.com

Tom Marchesani

Tom M. Marchesani, CTP, Vice President

Treasury Management Officer

(305) 629-1391

tmarchesani@amerantbank.com



Tab D. Firm's Qualifications

AMERANT

CORPORATE PROFILE Q1 2022

Amerant Bancorp Inc.⁽¹⁾ (NASDAQ: AMTB) is a bank holding company headquartered in Coral Gables, Florida since 1979. The Company operates through its main subsidiary, Amerant Bank, N.A. (the "Bank"), as well as its other subsidiaries: Amerant Investments, Inc., Elant Bank and Trust Ltd., and Amerant Mortgage, LLC. The Company provides individuals and businesses with deposit, credit and wealth management services. The Bank, which has operated for over 40 years, is the largest community bank headquartered in Florida. As of April 21, 2022, the Bank operates 24 banking centers – 17 in South Florida and 7 in Houston, Texas. For more information, visit investor.amerantbank.com.

› Presence in growing and diverse markets

› Employees: 677*

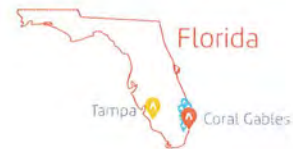
› Included in the Russell 2000® Index since June 2019

› Largest community bank headquartered in Florida⁽²⁾ and one of the leading banks in the markets we serve

📍 **Headquarters**
Coral Gables, FL

📍 **24 Banking Centers**
17 South Florida
7 Houston, TX

📍 **1 Loan Production Office**
Tampa, FL



* As of 03/31/22

History



Founded in 1979



Acquired in 1987 by Mercantil Servicios Financieros (MSF)



Spun-off in August 2018



Completed an IPO in December 2018



Completed rebranding as Amerant in June 2019

Focused on customers

Highly respected with over 40 years of deep customer relationships, Amerant is flexible and dynamic, able to adapt to meet customers' specific needs within an ever-changing business and economic landscape. Everything Amerant does is designed with the customer in mind. A genuine focus on those we serve and how we help to further the communities in which we operate have driven our long-term success.

Additional information about Amerant Bancorp Inc. and its subsidiaries is available in our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and our annual proxy statement filed with the SEC and available at www.amb.com.

Community points include those of our subsidiaries. Source: S&P Global Intelligence – October 2021

Consumer Banking

A consultative approach to banking is the Amerant difference. Our professional staff of trusted advisors offer a full array of digital and traditional banking services in our banking center network designed for today's personal customers and business banking customers with revenue under \$5 million.

Commercial Banking

Experienced relationship managers meet the needs of companies with annual revenue of \$5 million and over, offering lending, deposit, treasury management services, as well as trade and other specialized financing.

Private Client

Our expert Private Client Relationship Managers provide unmatched experience that goes beyond private banking. We offer a comprehensive suite of financial services and solutions that are personalized to your growing business, personal, and familial needs.

Wealth Management

Tailored solutions with expert guidance for customers looking to maximize their financial success.

- › Investment Services
- › Trust Services
- › Securities-based Lending

\$2.1 billion in assets under management/custody

This material may not be distributed or used for the purpose of providing any products or services or making any offers or solicitations in any jurisdiction or in any circumstances in which such products, services, offers or solicitations are unlawful or not authorized, or where there would be, by virtue of such distribution, new or additional registration requirements.

Financial Highlights (in millions, except percentages)

	2017	2018	2019	2020	2021	Q1 2022
Assets	\$ 8,437	\$ 8,124	\$ 7,985	\$ 7,771	\$ 7,638	7,805
Loans	6,066	5,920	5,744	5,842	5,568	5,721
Deposits	6,323	6,033	5,757	5,732	5,631	5,692
Tangible Common Equity ⁽³⁾	732	726	813	762	809	727
Capital Ratio (Total Risk-based Capital)	13.3%	13.5%	14.8%	14.0%	14.6%	13.8%

Our Mission

To provide our customers with the financial products and services they need to achieve personal success and life goals, through a diverse, inspired and talented team focused on providing superior customer service and a strong commitment to personal involvement in the communities we serve, all of which results in increased shareholder value.

Amerant's ESG Framework

We leverage the power of banking to create social and environmental value for our people, communities, and customers.

Amerant's ESG Focus Pillars and Commitments

Empowering Our People for Shared Success

We dedicate our time and resources to benefit our communities, ensuring Amerant has a talented, diverse and supported workforce to bring the best service to our customers every day.

Promoting Economic Mobility In Our Communities

We work tirelessly to empower our customers and bridge the gap faced by communities in all income levels, by providing access to finance and building trusted banking relationships.

Building Climate Resilience

Our innovative products and services help our communities and customers address the unique impacts of climate change and environmental degradation, driving sustainable outcomes and financial gains.

Contact us at:

Amerant Corporate Communications | 305.441.8414

amerantbank.com

Follow us: [Twitter](#) [LinkedIn](#) [Facebook](#) [Instagram](#)

Capital Ratios

Amerant maintains strong capital well in excess of minimum regulatory requirements to be considered 'well capitalized.' For over four decades, Amerant has offered strength and stability to employees, customers, and communities through evolving economic climates.

Credit Agency Rating

Amerant Bancorp, Inc.

Agency	KBRA	Egan Jones	IDC (Rank of Financial Ratios)
Rating Date	6/7/22	6/8/21	Q1 2022
Senior Unsecured Debt	BBB-	A-	--
Subordinated Note	--	BBB+	--
Rating Outlook	Positive	--	265 Superior (200-300)

Amerant Bank, N.A.

Agency	KBRA	BauerFinancial	IDC (Rank of Financial Ratios)
Rating Date	6/7/22	3/31/22	Q1 2022
Long-Term Issuer	--	--	--
Senior Unsecured Debt	BBB	--	--
Long-Term Deposit	BBB	--	--
Rating Outlook	Positive	5-Star	279 Superior (200-300)

A security rating is not a recommendation to buy, sell, or hold securities. The rating may be subject to revision or withdrawal at any time by the assigning rating organization. The rating should be evaluated independently of any other rating. Additional information on the credit rating ranking within the overall classification system is located on the website of the credit rating agency.



⁽³⁾ Tangible common equity is calculated as the ratio of common equity less goodwill and other intangibles divided by total assets less goodwill and other intangible assets. Other intangible assets are included in other assets in the Company's consolidated balance sheets.

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the RFP, you certify that any and all information contained in the Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the RFP, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Amerant

Firm Name

220 Alhambra Circle Coral Gables, FL 33134

Principal Business Address

305 441 5570

Telephone Number

Facsimile Number

drivera@amerantbank.com

Email Address

59-1846933

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? 4 years

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

Individual Partnership Corporation LLC LLP Other _____

Please identify the Firm's primary business: the company provides individuals and businesses with deposits, credit, and wealth management services

Please identify the number of continuous years your Firm has performed its primary business: 43 years

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name _____ Insurance Carrier Contact Person _____

Insurance Carrier Address _____ Telephone No. _____ Email _____

Has the Firm filed any insurance claims in the last five (5) years? No Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

No Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: Amerant

Authorized Signature:  Date: 07/15/2022

Print or Type Name: Danny Rivera Title: SVP

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

FORM 9
REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: FHE Health

Reference Contact Person/Title/Department: Todd Branstetter - CFO

Contact Number & Email (954) 421-6242 tbranstetter@fhehealth.com

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Client uses various Treasury Management services
such as Treasury Connect, Wire Module, ACH, Remote Deposit, Positive Pay

Is the Contract still Active? Yes No

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

REFERENCE #2

Public Entity Name: Sunshine Gasoline Distributors

Reference Contact Person/Title/Department: Sandra Reus - VP

Contact Number & Email (305) 477-5800 sandy@sunshinegasoline.com

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity) Client uses various Treasury Management services
such as Treasury Connect, Wire Module, ACH, Remote Deposit, Positive Pay,
ACH Fraud Control, ZBA, and Sweep

Is the Contract still Active? Yes No

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

REFERENCE #3

Public Entity Name: Historical Association of South Florida

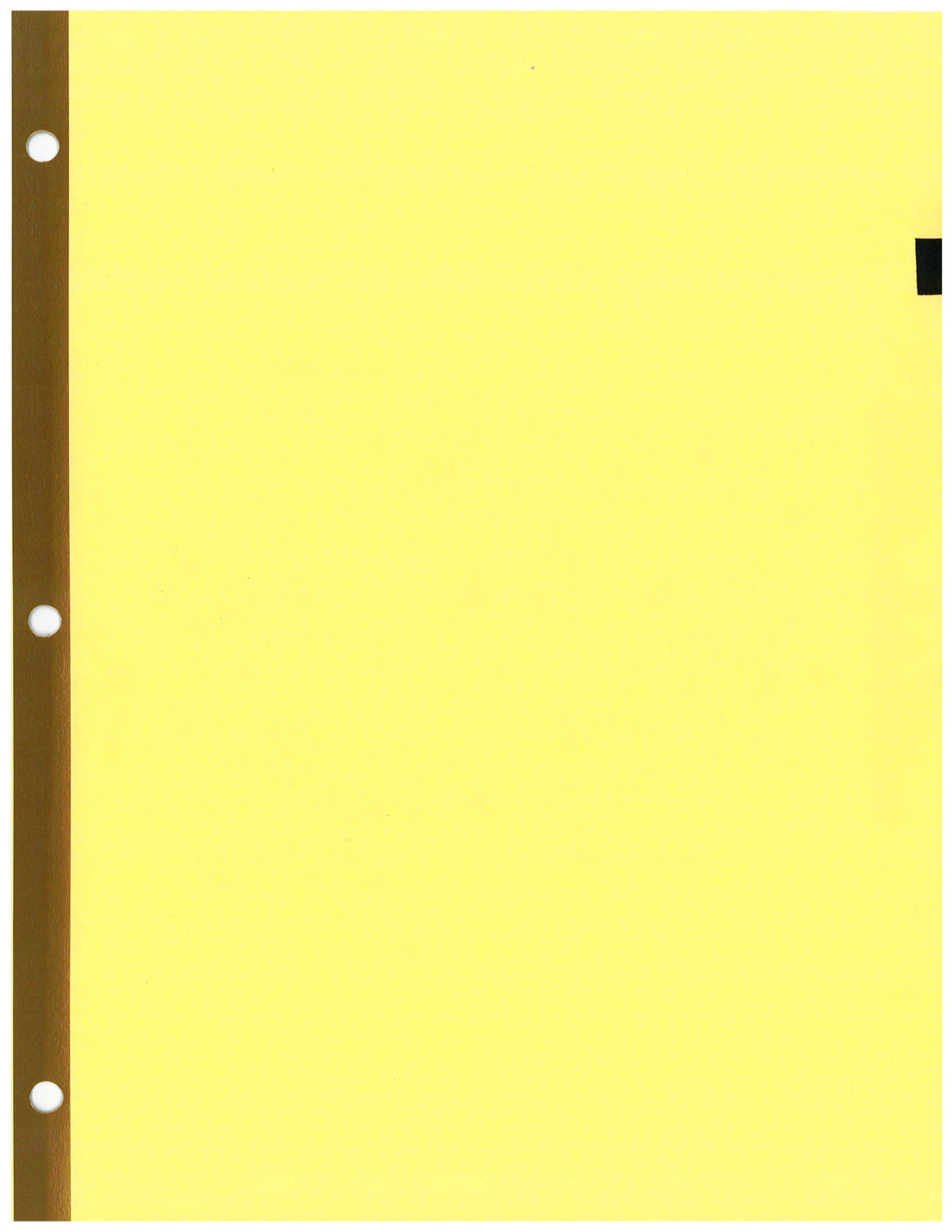
Reference Contact Person/Title/Department: John Shubin - Board Chair

Contact Number & Email (305) 458-3071 jshubin@shubinbass.com

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity) Client uses various Treasury Management services
Treasury Connect, Wire Transfers, Positive Pay, and Remote Deposit

Is the Contract still Active? Yes No



Tab E. Project Team/Personnel Qualifications

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

**FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS**

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: No Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Danny Rivera	SVP	20	10	
Tom Marchesani	VP	30	1	CTP
Helen Arias	SVP	40	8	
Miguel Palacios	EVP	40	30	

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the City:

The City will have a team of bankers with over 100 years of experience in Miami.

The team will be dedicated to provide all the resources to the City that are needed.

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

Please identify each Key Staff member's engagement commitments that will exist concurrently with the City's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement
Danny Rivera	Direct Relationship management of the City's relationship with the bank.		Full-time	On-going
Tom Marchesani	Daily Cash management consultation and maintenance of the relationship		Full-time	On-going
Helen Arias	Department Head/Management and oversight of the Treasury Dept.		Full-time	On-going
Miguel Palacios	Executive Management of Commercial Banking		Full-time	On-going

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: Amerant

Authorized Signature: 

Date: 07/15/2022

Print or Type Name: Danny Rivera

Title: SVP

2.4 MINIMUM QUALIFICATIONS/REQUIREMENTS

1. Must be a member of the Federal Reserve System.

Amerant is a member.

2. Must be a qualified public depository, as designated by the Office of the State of (Florida) Treasurer and as required by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes, whose deposits are insured by the Federal Deposit Insurance Corporation ("FDIC").

Amerant is a QPD.

3. Shall have banking branch(es) located within 3 miles of any part of the territorial boundaries of the City of Miami Springs, Florida. Provide a list of office/branches within these limits, including hours of operation.

Amerant is opening a branch that is 2.9 miles from City Hall. The branch is scheduled to open August 15, 2022, at 2911 West 16th Avenue Hialeah, FL 33016. Lobby hours are 9 am to 4 pm and Drive In till 6 pm.

Amerant can also provide Remote Check Deposit services to the City to make check deposits direct from your offices.

4. Have, as a minimum, "Satisfactory" compliance for the most recent completed Community Reinvestment Act (CRA) evaluation report. **Submit copy of report showing the aforementioned (web links are acceptable).**

The Office of the Comptroller of the Currency (OCC) has granted the Bank a rating of "Outstanding" in the evaluation of its Community Reinvestment Act (CRA) performance.

The rating is the highest that can be awarded to a financial institution in the United States. The Bank has earned this rating since 2000.

5. Proposals should include one (1) set of financial statements for the past two (2) years including an auditor's unqualified opinion and appropriate notes to financial statements.

<https://investor.amerantbank.com/financial-information/quarterly-results>

6. The bank is requested to provide a copy of its Wire Transfer Agreement with its proposal and if the agreement is not negotiable, it should be noted.

A copy of Amerant's Treasury Management Master Agreement will be provided. Section G- WIRE TRANSFER SERVICE TERMS AND CONDITIONS is on Page 16 of the agreement.

2.5 SCOPE OF SERVICES

2.51 Intended Account Structure

The City maintains a General Operating Account and 2 zero-balance accounts: Payroll, and Golf. In addition to, maintaining a separate operating Law Enforcement Trust Fund (LETf) account and one (1) Money Market account. Fraud protection must be maintained on all accounts.

The City reserves the right to open additional accounts, including zero balance accounts, during the contract period at the price proposed in the proposal.

Amerant understands the structure.

2.52 Operating Account

The intent of the Operating Master account is as follows:

- a. Deposits are made daily and delivered by a City of Miami Springs uniformed Police Officer.
- b. Process both incoming and outgoing wire transfers.
- c. Process an average of 2-3 million dollars each month.
- d. ACH deposits from customers and credit cards payments are processed.
- e. The payroll and Golf accounts are to be maintained as zero balance accounts, with an automatic transfer of funds from the general operating account at the beginning of each business day in an amount sufficient to cover checks presented.
- f. The bank must have the capability of receiving and/or disbursements of transactions, such as ACH, electronic transfers and wire transfers from the State, Federal, and Local governments for items such as state revenue sharing, federal grants and community development block grants.
- g. Monies shall earn interest on a daily basis.
- h. Funds deposited by 2 o'clock p.m. shall be available the next business day.
- i. Fund Transfers (EFT) will be credited and available on the same day at the time of transfer.
- j. Process general purpose disbursements from accounts payable.
- k. Positive pay is used.

Amerant can comply with these requirements.

2.53 Payroll Account (Zero Balance Account) maintained in-house

The intent of the payroll account is as follows:

- a. Payroll cycle is every two weeks, on a Friday.
- b. Deposits are made daily and delivered by a City of Miami Springs uniformed Police Officer.
- c. Direct Deposit is mandatory for all employees (approximately 230 employees during the "summer" (June - August) and 180 employees during the remaining months).
- d. Net payroll during each pay period is nearly \$300,000 during "summer" and \$265,000 for the remaining months.
- e. Processing vendor related accounts payable checks.
- f. Will operate as a "zero balance account," to which funds are automatically transferred from the Operating account as payroll checks are presented to the bank for payment.
- g. Positive pay is used.

Amerant can comply with these requirements.

2.54 Golf Account (Zero Balance Account)

The intent of the Golf account is as follows:

- a. Processing payments for the Golf and Pro Shop Department.
- b. Deposits are made daily.
- c. ACH deposits from customers and credit cards payments are processed.
- d. Will operate as a "zero balance account," to which funds are automatically transferred from the Operating account as needed.
- e. Checks are not written out of this account.

Amerant can comply with these requirements.

2.55 Law Enforcement Trust Fund (LETF) (Separate Operating Account)

The intent of the LETF account is as follows:

- a. Processing payments for the Police Department.
- b. Deposits and payments are made to this account.
- c. ACH deposits processed.
- d. There will be no credit cards processed.
- e. Positive pay is used.

Amerant can comply with these requirements.

2.56 Money Market (Investments – Safekeeping Agent) (Separate Operating Account) Approx. average held in account is \$1 million

The following must apply:

- . When collateral securities are pledged or when securities and/or investments are purchased by CITY OF MIAMI SPRINGS, the securities must be held by a third-party custodial agent. This safekeeping function is to be provided for all securities, including those held under a repurchase agreement, and safekeeping receipts must be issued to the Board.

Amerant Bank, N.A. owns and controls 100% of Amerant Investments, Inc., a Delaware introducing broker dealer and registered investment advisor ("Amerant Investments"), which will provide the safekeeping / custodial services. Amerant Investments will provide safekeeping / custodial services through its agent Pershing, LLC a wholly-owned subsidiary of Bank of New York Mellon, and one of the largest providers of investment custodial services in the market place.

b. The bank will handle the purchase or liquidation of investments only upon written instruction by the Mayor and either the City Treasurer or the Finance Director (dual signature is required).

Purchases or liquidations of investments will be handled through Amerant Investments and will be managed as instructed.

c. Investment transactions must be consummated on the same day that instructions indicate. Failure to consummate investments on a timely basis will constitute a breach of contract, and will constitute cause for immediate cancellation of the contract, or legal action for damages, or both.

Investment transactions received within a reasonable period of time prior to the 3 pm cutoff will be executed on the same day, otherwise said transaction will be handled on the next business day.

d. Upon maturity or liquidation of an investment, written notification will be sent to the City's Finance Director showing the deposit of the proceeds. The same type of written notification will be required for all purchases of investments handled through the bank, whether purchased by check, wire transfer, electronic debit, etc. These notifications will be mailed on the same day that the transactions occur.

Pursuant to your selection, notification can take place via electronic communication, our Amerant Investment online platform or US mail.

e. The City reserves the right to invest in time deposits of any bank, U.S. Government securities, repurchase agreements, or other investments deemed legal and prudent in the opinion of the City. In no case will the City be awarded time deposits at rates lower than those established in the competitive marketplace.

The City and Amerant Bank can negotiate rates on deposits agreeable to both parties and other investments (e.g., US Governments) will be purchased as instructed by the City.

f. The bank shall provide safekeeping facilities for investments owned by the City, either within the bank's own facilities, or at the Federal Reserve. A copy of all safekeeping receipts will be issued to the City at the consummation of each investment transaction. A statement listing the details of all items in safekeeping will be furnished to the City at the end of each month

As mentioned previously, safekeeping / custodial services are provided by Amerant Investments through Pershing, LLC one of the largest investment custodians in the marketplace which is 100% owned subsidiary of Bank of NY Mellon. Monthly statements for the City will reflect all holding and transactions and will be delivered to the City as directed (i.e., via electronic communication, our Amerant Investment online platform or US mail).

2.57 Collateral

The following must apply:

a. Prior to receiving CITY OF MIAMI SPRINGS' deposits, a bank must be certified as being a "Qualified Public Depository" under Chapter 280, Florida Statutes, and the Florida Security for Public Deposits Act. The characteristics of eligible collateral are subject to the criteria Chapter 280, Florida Statutes and will be further subject to modification as to quantity, quality and type of action of the State Treasurer. The pledge, substitution and withdrawal of collateral securities will also be achieved in accordance with procedures set forth in the Florida Security for Public Deposits Act as established in the State Treasurer's Office.

Amerant can comply with these requirements.

2.58 Banking Supplies

In addition to other documents and services customarily provided by banks, the following items must be included/available:

- a. Preprinted deposit slips per year, in duplicate
- b. Lock bags and/or Plastic deposit bags (as required by institution)

Amerant can comply with these requirements.

2.59 Wire Transfers

The following must apply:

- a. Wire funds in a timely manner, through the Federal Reserve System to other financial institutions, only upon designated CITY OF MIAMI SPRINGS officials' approval.
- b. Capability to enter into a repetitive electronic wire transfer agreement with the CITY OF MIAMI SPRINGS. In order to maintain audit controls the bank will be provided with written guidelines to follow regarding these transfers.
- c. All wire transfers require verification or "call back" for authorization.
- d. Dual approval is required prior to releasing of any wires.

Amerant would establish TreasuryConnect, our web-based information reporting system. On this platform the City can initiate wire transfers under dual control.

2.6 Direct Deposit

Direct deposit is mandatory for all city employees for salary payments.

The following must apply:

- a. The bank must act as the originating bank for the processing of such deposits through the Automated Clearing House (ACH) to the appropriate depository bank used by the employee.
- b. Must have the ability to upload to online system positive pay file via txt. file (NACHA file).

The City would have ACH Origination on TreasuryConnect to originate credit and debit transactions. ACH can be done by creating templates online or via file upload through the portal.

2.7 Stop Payment Services

The following must apply:

- a. The bank shall provide stop payment services on checks issued as instructed by CITY OF MIAMI SPRINGS' Finance Director or their designee(s). Requests will be made through on-line banking services.

Amerant can comply with these requirements.

2.8 Returned Checks

The following must apply:

- a. All returned checks due to insufficient or uncollected funds must be automatically redeposited a second time.
- b. If a check is returned a second time, the bank will return the check to CITY OF MIAMI SPRINGS via check image provided through the on-line banking services.

The assigned Relationship Assistant can have checks redeposited.

2.9 Reconciliation Services

The following must apply:

- a. The bank shall provide full check reconciliation services for the operating account.
- b. Deposit reconciliation service for the master account as well as the other accounts. If your

reconciliation service includes features not mentioned within this RFP, then please describe, along with any incremental costs involved (See "Price Proposal Schedule" attached).

The bank does not offer Account Reconciliation or deposit reconciliation as a stand-alone product. Amerant makes account information available daily through the online banking system and the data can be viewed online and exported and downloaded into various file formats like CSV. These reports can be used to reconcile or upload into your accounting system.

3.0 On-Line Banking

It is CITY OF MIAMI SPRINGS' intent to take advantage of on-line banking services.

a. The bank must include all on-line services offered and include and related costs. (See "Price Proposal Schedule" attached).

TreasuryConnect is our online portal for business clients. All account information, payment initiation, reporting, and fraud prevention services are on the portal. Two or more individuals would be set up as Administrators and they in turn would establish other users and grant them access to specific accounts and set financial and functional limits. The system is fully encrypted and utilizes multi-factor authentication using a soft token downloaded to your mobile device.

3.1 Automated Clearing House Transactions (ACH), Electronic Funds Transfer (EFT) AND Direct Payroll Deposit

The following must apply for the bank:

- a. Be required to execute ACH, EFT, and Direct Payroll Deposit transactions as necessary.
- b. Notify the City by fax receipt of funds received through ACH. On the same business day, a credit memo should be e-mailed.
- c. Accept electronic funds transfers in the form of Electronic Funds Transfers (EFT's) from other public/private/governmental agencies for deposit to CITY OF MIAMI SPRINGS accounts.

The bank can comply. ACH information would be sent via email to authorized individuals, we do not send information via fax.

3.2 ACH Positive Pay

In order to maintain audit controls the bank will be required to notify the City by e-mail of any "Alerts" or exceptions.

- a. All ACH Positive pays must require verification and authorization.
- b. Checks are issued every two weeks utilizing positive pay.
- c. Must have the ability to upload to online system positive pay file via txt. file (NACHA file).

Amerant provides ACH Fraud Control service to combat unauthorized electronic fraud. This service requires that the company provide a list of all authorized trading partners and those will be allowed to post. We do proactive outreach to clients to approve as a courtesy if an item is presented for payment that is not on the list to avoid returns. We expect to add more automated/client driven features by next year. ACH and Positive Pay files can be uploaded manually through our web-portal. The bank does not offer direct transmission currently.

3.3 Disaster Recovery

The following must apply for the bank:

- a. Provide information regarding their disaster recovery plan, including specific plans related to serving CITY OF MIAMI SPRINGS in the event of a disaster.

Amerant is committed to ensuring its preparedness and resilience against business continuity challenges through an agile and effective Business Continuity Management (BCM) program. The BCM Program is structured to ensure the resilience and recovery of the bank's operations including services to customers when confronted with adverse events such as natural disasters, technological failures, or mass absenteeism, as well as to ensure adequate life-safety response capabilities. The primary objective of the BCM Program is to allow bank operations to continue under adverse conditions by the identification and implementation of appropriate resilience strategies and recovery objectives, all of which are in alignment with industry best-practices and in compliance with regulatory requirements. The three pillars of the BCM Program comprise Business Continuity Planning, Disaster Recover, and Emergency & Life Safety, supported by an Executive Response Team as well as with Management and Board oversight.

All components of the Business Continuity Management Program are documented and tested with sufficient frequency to ensure identified recovery strategies, specific responsibilities of staff, alternate site, as well as resources needed remain current and up to date to recover critical services and systems

- b. In the event of a disaster, such as a hurricane, flood, or civil unrest, the financial institution will have available, upon 24 hours' notice, \$15,000 in cash for the City. The cash will be at a site mutually agreeable by both parties.

Arrangements for customer cash services in the event of a known/foreseeable disaster such as hurricanes or flood, can be fulfilled as stipulated.

- c. Will have a facility open for the City's use within 72 hours after the disaster is over. This facility will also be used for other City business. The City recognizes that it might have to make special accommodations, such as security and a location, for this to occur.

Amerant has a continuous service hurricane strategy in place to ensure ongoing, uninterrupted services via all customer facing electronic channels: Call Center, Business Online Banking (TreasuryConnect), Personal Online Banking, Mobile Online Banking, and Online Account Opening, remain operational should South Florida be under a severe weather threat. Following the directive of local authorities, all Banking Centers will be closed once a Hurricane Warning and/or Mandatory Evacuations have been issued in the area.

- d. Will include the CITY OF MIAMI SPRINGS' needs in its disaster plan. Final details will be negotiated with the successful financial institution.

Noted.

e. Will provide an alternate designated location in the event the primary location is closed should an unforeseen event occur.

Banking Centers will reopen once local authorities lift the restrictions. Should a facility suffer damages or power loss, customers will be redirected to the nearest banking center for servicing. Some of our facilities are equipped with back-up generator power to minimize down time.

New

3.4 Designated Account Executives

a. Provide the name of a designated account executive, as well as an alternate. The designated account executives must have authority to make timely decisions in the normal course of business.

Danny and Tom will be your primary points of contact and other officers would support any vacation or absences. Additional support associates will be named once accounts are established.

3.5 Employee Benefits

a. Proposer must include and detail any benefits or services it can offer to CITY OF MIAMI SPRINGS, at no charge.

Amerant Bank At Work. This service provides a Dedicated Banker to service your employees to provide personal banking, investment consultation, and lending solutions. Select discounts and special rates would be made available.

3.6 Overnight Investment Account

a. At the close of each business day, all collected balances in City accounts will earn interest in a Municipal investment account.

Alternative Investment Account

Please describe alternative investment options, and provide a 12-month rate history.

a. All interest earnings will be computed in accordance with the negotiated rate that was agreed to in the contract for banking services. This negotiated rate shall be stated by prospective bidders as a rate that bears a direct relationship to the "average daily Fed Funds rate," as published in the Wall Street Journal. The rate bid by the bank will be quoted in decimal points, such as "the average daily Fed Funds rate, minus .35" (or 35 "basis points"), "the average daily Fed Funds rate, plus .10 etc. In no case will the City accept another source for computation of the interest rate.

3.7 Purchasing Card Program (currently under agreement with SunTrust Bank)

Amerant offers these services and would welcome reviewing the program when your current agreement ends.

3.8 Lock Box Services (Not currently used)

Amerant offers lockbox services and would discuss with the City upon award.

3.9 Armored Services (Not currently used)

Amerant supports Cash Vault clients through an alliance with Brinks and Loomis. Traditional armored car service is provided along with the new Smart Safe solutions. Amerant can provide more information upon request.

4.0 Coin Deposits (Not currently used)

Amerant would partner with Brinks or Loomis to offer this service if the City would like to discuss.

4.1 Merchant Services (currently under agreement with other provider)

Amerant offers this service through a partnership with Metropolitan Business Payment Solutions. Card present and virtual acceptance is provided.

4.2 Other Services

From time to time, the City may be required to open additional accounts not currently part of this agreement. When this occurs, the bank will set up and maintain additional accounts for the City. The cost will be consistent with the provisions of the contract resulting from this RFP.

Agreed.

Introduction

The Governing Documentation described below applies to and governs the use of the various treasury management services offered by Amerant Bank, N.A. (the "Services"). Through the Governing Documentation, Amerant Bank, N.A. is referred to as "Bank"; the Bank's customer signing this Treasury Management Master Agreement is referred to as "Customer"; all the affiliates or subsidiaries of the Customer that are enrolled in the Services as affiliates of the Customer, have used the Services and/or have received or execute transfers through the Services are referred to as "Customer Affiliate(s)"; the person(s) appointed as Customer's representative(s) in any corporate resolution or other similar legal document that Bank has accepted from Customer, that has/ have full legal authority to use the Services and designate other system administrators or users of the Services on behalf the Customer and the Customer's Affiliate(s) is referred to as "Authorized Representative(s)". By enrolling for the use of any Service, or by using or allowing any other to use any Service in relation to any of the Accounts (as defined below), Customer accepts and agrees to the rules, terms, and conditions set forth through the Governing Documentation.

PART 1 | General Terms And Conditions

1. Governing Documentation. The Governing Documentation that applies to and governs the use of the Services includes:

- a. The Treasury Management Services and TreasuryConnect Enrollment Form ("TreasuryConnect Enrollment Form") or any other enrollment form for the use of the Services that the Bank may have accepted from Customer from time to time.
- b. The Treasury Management Resolutions ("Parent Agreement") or any other corporate documentation to support Customer's Corporate authority that the Bank may have accepted from Customer from time to time.
- c. The Treasury Management Resolutions - Affiliate Agreement (if applicable) or any other implementation form for the use Services that the Bank may have accepted from Customer from time to time.
- d. The Implementation Forms for each Service requested or used by the Customer.
- e. This Treasury Management Master Agreement ("Master Agreement"), consisting of: This Parts 1 containing the General Terms and Conditions applicable to all the Services, as they may be in effect or used by Customer from time to time; Part 2 containing sets of provisions applicable to each Service that the Customer uses; and, Part 3 containing the Affiliate Agreement, which shall apply and be executed by the Customer Affiliate(s) whenever the Customer enrolls Affiliates' Accounts in the Services.
- f. The rules and regulation relating to the establishment, maintenance, and management of the deposit account(s) ("Account(s)") that Customer and Customer Affiliates maintain at Bank in connection with the Services.
- g. Bank's Miscellaneous Service Fees Schedule ("Fees Schedule").
- h. Any other agreement, terms and conditions, or any other document that is referenced in this Master Agreement or may govern the use of the Services ("Other Agreements") including, but not limited to, the terms and conditions applicable to the Bank's website at www.amerantbank.com ("Amerant Website").

If there is any inconsistency on a particular issue among the documents that make up the Governing Documentation, the documents listed above will control that issue in the order set forth from top to bottom.

2. Services. Bank and Customer will agree upon the Service(s) to be provided.

3. Service Fees. Customer will pay Bank the fees described in the Fees Schedule, in the Governing Documentation or that has been disclosed to Customer by any other means, and any taxes applicable to each Service however designated exclusive of taxes based on Bank's net income. Bank may debit any Customer's Account(s) for any fees not covered by earnings credits and any taxes that are due. Bank may assess finance charges at a rate of 1.5% per month (18% per annum) or the highest rate permitted under applicable law, whichever is less, on any invoiced fees or taxes not paid within thirty (30) days of the due date. Fees as provided in Customer's Other Agreements, if any, still apply.

4. Customer Information. Customer shall provide Bank with such financial and legal information and documentation as Bank may request for the purpose of: (a) determining Customer's and Customer Affiliates' eligibility and/or qualification for the Services; (b) enabling the Bank to provide or deliver the Services; and (c) enabling the Bank to comply with applicable laws, rules, and regulations (hereinafter the "Applicable Laws"), including, without limitation, such information and documentation that the Bank may need for the appropriate determination and verification of authority of the Authorized Representatives, and Customer's and Customer Affiliates' relationship, ownership and organizational composition (jointly, the "Customer Information"). The Customer agrees to provide Customer Information promptly upon Bank's request therefor, in the form required by the Bank. The Customer authorizes Bank to investigate at any time any information provided by Customer and to request on Customer's and Customer Affiliates' financial conditions and business affairs from third party reporting agencies from time to time as the Bank deems desirable in its discretion. The Customer further agrees to execute and deliver such additional documentation as the Bank may from time to time require to confirm Customer's and Customer Affiliates' continuing eligibility for the use of the Services in accordance to the Governing Documentation. The Customer Agrees that the Bank may disclose Customer Information to third parties as the Banks deems necessary or convenient in order to discharge Bank's duties and responsibilities in the delivery of the Services and in the execution of Service transactions and activity, and/ or as necessary for the Bank to comply with Applicable Laws. The Customer further agrees to permit Bank remote or physical access to Customer's facilities at any time, upon two days' prior notice, for purpose of verifying any systems, procedures, controls, and records as Bank deem necessary to determine Customer's compliance with the Governing Documentation and the Applicable Laws.

5. General Representations and Warranties. Customer represents and warrants that: (i) Customer has taken all necessary actions to authorize the execution, delivery and performance of the Governing Documentation; (ii) the Authorized Representative(s) signing the Governing Documentation is/are duly authorized to do so; (iii) Customer has obtained all consents, authorizations or instructions required in connection with its acceptance of the Governing Documentation, including those required by any government body, and such consents, authorizations and instructions are in full force and effect; (iv) Customer's acceptance of the Governing Documentation and its performance of its obligations under the Governing Documentation will not violate any law, regulations, order, ordinance, rule, charter, bylaw, or other organizational document applicable to Customer or any agreement by which it is bound or by which any of Customer's assets are affected; (v) the Governing Documentation constitutes a legal, valid and binding obligation, enforceable against Customer in accordance with their terms; (vi) all Customer Information, including without limitation any information containing any representation, warranty, covenant or agreement made in respect of Customer or Customer Affiliates or their businesses and operations, is or will be at the time of delivery to Bank accurate and complete in all material respects; (vii) Customer understands that Bank may rely on the Customer Information in connection with transactions effected for credit to its Accounts; (viii) any and all Customer Affiliates are related to the Customer by common ownership and control, and Customer shall immediately notify Bank and unsubscribe the Customer Affiliate's Account from the service in the event that such relationship ends with respect to a

Customer Affiliate; (ix) Customer shall not use the Services for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene, threatening or damaging in any way; (x) Customer agrees to conduct its businesses and operations in accordance with the Applicable Laws; and (xi) Customer agrees that any notice that the Bank gives to any Authorized Representative, Administrator or User (as defined below), will have full effect and will be sufficient to put the Customer on notice.

6. Security Procedures. Customer shall comply with the security procedures established by Bank for the use of the Services, as they may be implemented and/or amended from time to time (the "Security Procedures"), and which shall be subject to the following provisions:

a. Customer agrees to follow the Security Procedures Bank has established for Customer's communications with Bank.

b. Customer hereby accepts and authorizes the use of the Security Procedures and, unless and until any additional or different procedures for verifying the authenticity of any Customer's instruction are specified in a writing that is provided by the Bank and accepted by Customer by continuing using the Services, the use of the Security Procedures in the manner set forth in the Governing Documentation shall be the sole security procedure required with respect to any Customer's instruction, and Customer acknowledges and agrees that: (a) the Bank offers various procedures affording differing degrees of security, and Customer has had an opportunity to inquire about such procedures and to select any of them; (b) the Security Procedures are sufficient to protect Customer's interests in light of its needs, and no special circumstances exist with respect to Customer that would require any other security procedure; and (c) the Security Procedures are methods of providing security against unauthorized instructions that are commercially reasonable under the circumstances and in light of the size, type, frequency, and volume of banking transactions that Customer contemplates undertaking.

c. Customer acknowledges that the sole purpose of the Security Procedures is to determine the authenticity of Customer's instruction, and not to determine their accuracy. Customer is solely responsible for any duplication of any bank transaction and for the accuracy of the content of its instructions and their transmission to the Bank.

d. Customer will be responsible for updating the information of the Authorized Representatives, agents, employees or Customer's attorneys-in-fact designated by Customer by deleting, removing or notifying the Bank about those that have been revoked, and including the information of their replacements. Until Customer notifies Bank and Bank has a reasonable opportunity to act on the notice, Customer shall remain responsible for any transactions and/or instructions given by use in accordance with the Security Procedures. Customer is solely liable for any transactions and/or communications initiated by Bank before Bank has received notice from Customer of the breach or potential breach of any Security Procedures and have had a reasonable opportunity to act on such notice.

e. Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, frauds commonly referred to as "phishing"). Customer agrees to educate Customer's agents, employees and attorneys-in-fact as to the risks of such frauds and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify account numbers, passwords, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or have reason to believe, is fraudulent, Customer agrees that neither Customer nor Customer's Authorized Representative, Customer's agents, employees and attorneys-in-fact shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer shall inform about and forward to Bank any suspected fraudulent or suspicious e-mail. Customers shall routinely scan their equipment and systems using a reliable virus product to detect or remove any viruses. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or internet fraud, any computer virus or related problems which may be attributable to the use of the Internet.

f. Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures. Bank will endeavor to give Customer

reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Customer if Bank, in its judgment and discretion, believe such change to be necessary or desirable to protect the security of Bank's systems and assets. Customer's implementation and use of any changed Security Procedures and/or continued use of the Service after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

g. Customer are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of Customer's data and systems. Customer acknowledges that neither the Bank nor its agents control the Internet or other information systems operated by third parties and Customer will not hold Bank or Bank's agents liable for any failures, acts, or omissions of any third party information system operator, including but not limited to, unauthorized access to, alteration, theft, or destruction of information and data. Customer agrees that Bank is not responsible if Customer's computer system, Customer's internal controls or other operating software that may interact with Bank's systems operate poorly or slowly. Customer agrees to audit its security practices and otherwise comply with the best practices pertaining to Internet security. Customer agrees that Customer's email system will not block emails from Bank's domain and that Customer are fully responsible if Customer's email system blocks emails from Bank's domain.

h. Customer assumes all risks associated with these Security Procedures and all damages, costs, expenses, losses and liabilities resulting from any failures of such procedures.

i. Bank may employ, in addition to the Security Procedures, any other measure(s) it deems appropriate to verify the authenticity of any activity performed by Customer while using the Services, including, but not limited to, challenge questions and security images and phrases. The determination with respect to the employment of any such additional verification measure(s) shall be in the sole discretion of Bank.

7. Proper Instructions. Except as expressly provided in the Governing Documentation, Bank will act for Customer's account only pursuant to Proper Instructions provided to Bank, and Bank will have no duty to act in the absence thereof. As used herein, "Proper Instructions" means Customer's instructions from the Authorized Representatives, Customer's agents, employees and attorneys-in-fact designated by Customer on a form reasonably acceptable to Bank and in accordance with the Security Procedures or other operational procedures established by Customer and Bank, given orally either in person or by telephone, or by facsimile transmission or by electronic mail or any electronic service that provides access to Services, setting forth in reasonable detail the specific transaction(s) involved and subject to such authentication procedures, if any, as Bank may determine in its own discretion. Any Proper Instructions given by Customer to Bank shall not be effective until they are actually received by Bank, and Bank has had a reasonable opportunity to act upon such instructions. Customer agrees that Bank may act, and shall incur no liability in acting, upon any Proper Instructions as reasonably understood by Bank, provided that such instructions reasonably appear to be genuine to Bank. Customer agrees that it is responsible for, and Bank may rely upon, the accuracy and authenticity of all data and other information furnished to Customer by its Authorized Representatives, Customer's agents, employees and attorneys-in-fact. Customer acknowledges that Bank reserves the right to decline to accept any Proper Instructions or to execute any transaction(s) for Customer's account in Bank's sole discretion. Bank shall in no event have any responsibility to accept Proper Instructions or to otherwise act with respect to Customer's account unless indemnified to Bank's satisfaction. Nothing in this provision, however, obligates Bank to honor, either in whole or in part, any transaction or instruction that: (i) is not in accordance with any condition agreed in the Governing Documentation or in any other agreement between Customer and Bank; (ii) Bank has reason to believe may not be authorized by Customer; (iii) exceeds any Funding Limit or Transactions Limits (as defined below), or daily limits imposed by Bank on Customer's transactions; (iv) exceeds Customer's collected and available funds on deposit with Bank; (v) involves funds that are subject to a hold, dispute or legal process which prevents their withdrawal; (vi) violates any provision of any applicable risk control program of the Federal Reserve Bank or any rule or regulation of any federal or state

regulatory authority; or (vii) for the protection of Customer or any other party, Bank has reasonable cause not to honor.

8. Erroneous Information. If the content of any communication or information received by Customer from Bank or its agents appears to be incorrect or directed to a third party ("Erroneous Information"), Customer will immediately notify Bank and will return the original Erroneous Information as reasonably requested by the Bank. Customer agrees it will not disclose, use, review or copy any Erroneous Information.

9. Joint and Several Obligations of Participating Parties. If more than one party joins or participates in one or more Services (including, but not limited to, the Customer Affiliates), the contractual obligations shall be the independent obligations of each of the parties that joins or participates in the Services, the obligations hereunder being joint and several. Each of such parties agrees that there is no expectation of privacy between the entities that have joined and/or participated in the Services. Each party that participates in one of more Services hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Services, and all other aspects of the performance hereof by the parties, have been duly authorized by Applicable Law and by all necessary parties, including, without limitation, the account holder of each account, and that each party has obtained and shall maintain in its regular business records, and make available to Bank upon reasonable demand, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with such account holder's organizational documents and board resolutions or other written consents. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon each use of the Services and Bank's effecting each transfer and commingling of funds.

10. Funding Limits. Bank at its own discretion may, from time to time, impose dollar amount limits ("Funding Limits") and number of transactions limits ("Transactions Limits") with respect to any Service.

11. Cutoff Hours. Each Service may have cutoff hours as set forth in various Governing Documentation, other documentation, or Amerant Website. In general, transactions initiated or instructions received after the established cutoff hour shall be considered as having been made on the next Business Day. The term "Business Day" shall mean every Monday through Friday, excluding Federal Reserve Bank Holidays.

12. Overdrafts. Bank may, but shall not be required to, execute a transfer or payment order made by the Customer if such execution would cause an overdraft in an Account.

13. Notice of Claim

a. Reporting Period

i. **Thirty-Day Reporting Period:** Customer agrees to review, regularly and promptly, all reports, bank statements, payment order, instructions, adjustments, charges, entries and other transactions. Customer shall immediately or, in any event, not later than thirty (30) calendar days following the date that Bank first mail or otherwise make available to Customer notification of the transaction ("Notice Period"), notify Bank of any error or discrepancy between Customer's records and any notice or statement from Bank, or any transaction or transfer Customer believes was not authorized. Customer agrees to notify Bank immediately of any claim Customer has or any claim that is made to Customer by a third party, for damages that may be the result of acts or omissions of the Bank in the provision of the Services.

ii. **Reporting Periods of Less than Thirty Days:** In some cases, Customer is obligated to notify Bank of unauthorized activity or discrepancies within a shorter time frame. Customer shall notify Bank of errors in ACH or wire transactions as soon as possible, and not later than 24 hours after first discovering the unauthorized transaction or error.

b. Failure to notify

i. If Customer fails to notify Bank of discovery within the Notice

Period, in the event of an erroneous transaction, Customer will be liable for all losses (including any loss of interest) up to the amount of the transaction which result from its failure to give Bank notice or which might have been prevented by giving Bank notice. In the event of an unauthorized payment order, Bank will not be liable for any loss of interest which results from Customer's failure to give Bank notice or which might have been prevented by giving such notice.

ii. Unless otherwise provided in the Governing Documentation, if Customer fails to notify Bank of any error or discrepancy within thirty (30) calendar days following the day Bank first mail or otherwise make available to Customer a notice, including notice via electronic format which may be available via the Internet, Customer is precluded from asserting and waive any such error or the discrepancy against Bank.

14. Recording and Use of Communications. Customer agrees that all communications, data transmissions instructions, and other discussions between Customer (or Customer's Authorized Representatives, Customer's agents, employees or attorneys-in-fact) and Bank may (in its sole discretion without any obligation to) be monitored and/or electronically recorded and retained by Bank for as long as it deems appropriate and may destroy them at any time in its sole discretion. Customer agrees that Bank may produce such communications or data transmissions as evidence in any proceedings brought in connection with the Governing Documentation or the Services.

15. Electronic Communications. When Customer uses any electronic banking Service or Internet banking service, Customer agrees that any and all disclosures and communications regarding those Services or the Governing Documentation may be made electronically, including via email, or by posting to Amerant Website in accordance with the Applicable Laws. Any electronic disclosure or communication Bank makes will be considered made when transmitted by Bank; and any disclosure or communication Bank makes by posting to Amerant Website will be considered made when posted by Bank.

16. Responding to Legal Process or Investigations. If Bank receives a request for information regarding account activity or transactions from a third party with a legal right to request such information, Customer agrees to reimburse Bank for any costs associated with responding to such request, including, but not limited to, the costs of production of such information (including research, copying and shipping, costs of appearing at depositions or interviews, costs of correspondence, and costs of court filings or appearances in the event Bank believes it is prudent to make such filings or appearances to protect Customer's rights). Bank may request Customer's assistance with or participation in such response, and if Bank does so, Customer agrees to assist Bank and cooperate with Bank as reasonably requested.

17. Customer's Agents. Customer assumes sole responsibility for any actions performed on Customer's behalf by its agents or contractors. Customer agrees that Bank has no duty to monitor, detect or report any errors, omissions, or unlawful activities by Customer's agents or contractors.

18. Bank's Agents. In the event that any Service is dependent on Bank's ability to obtain or provide access to third party networks and distribution systems, Customer agrees that if the network or system is unavailable, or in the event that Bank determines, in Bank's sole discretion, that Bank is unable to continue providing third party network or system access, Bank may discontinue the related Service or may provide the Service through an alternate third party network or system. In any event, the Bank shall not be liable for the unavailability of any third party network or system.

19. No Advertising. No party hereto shall use the name of any other party hereto in any marketing or advertisement without the prior written consent of any such other party.

20. Bank's Liability.

a. The Bank is not responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (i) Customer's actions or omissions, or those of third parties which are not within Bank's immediate and reasonable control; (ii) Customer's negligence, willful misconduct, bad faith or breach of any agreement with Bank; (iii) any ambiguity, inaccuracy or omission in any instruction or information provided to Bank; (iv) any error, failure,

loss of information, disruption or delay in the transmission or delivery of data, records or items due to a breakdown in any computer, utility or communications facility; (v) any error or omission, willful or negligent by any third party, that results in any equipment malfunction or any loss, cost, expense or damage to Customer in connection with any software, system, technical computer service, including software installation or de-installation, or the Bank's or Customer use thereof; (vi) circumstances beyond Bank's reasonable control, including delays by third parties, unusually severe weather conditions, accidents, strikes or labor disputes, riots, acts of government, insurrection, war, civil unrest, sabotage, fire, explosion, flood, water damage (e.g., from fire suppression systems), acts of terrorism or acts of God; or (vii) the application of any government or funds-transfer system rule, guideline, policy or regulation. Bank's performance of Bank's obligations shall be extended to include the period of time that Bank (or Bank's third party processor, if any) were delayed or prevented from performing Bank's obligations under the Governing Documentation by reason of any of the above causes. If Bank makes an error, upon written notice of the error, Bank will, to the extent reasonably possible, correct the error promptly.

b. Except for direct losses caused by Bank's gross negligence or willful misconduct, Bank's liability for every loss, cost, or liability arising from Bank's errors, whether caused by acts or omissions, is limited to the average monthly charge for the Services in question for the six-month period preceding the date of loss. Bank shall not be responsible, under any circumstances for any loss of goodwill or for any punitive, special, consequential or indirect damages or loss of profits that Customer incurs in connection with the Governing Documentation or the Services, any equipment, software or system, even if the Bank has been advised of the possibility of such damages. Bank shall not be liable for any failure to perform any of Bank's obligations under the Governing Documentation if such performance would result in Bank being in breach of any law, regulation, requirement or provision of any government, governmental agency, banking or taxation authority in accordance with which Bank is required to act, as Bank shall determine in Bank's sole discretion.

c. Customer acknowledges that Bank's fees for Services have been established in contemplation of: (a) the limitations on Bank's liability set forth in the Governing Documentation; (b) Customer's agreement to review statements, confirmations, reports, and notices promptly, and to notify Bank immediately of any discrepancies or problems; (c) the application of the alternative dispute resolution provisions set forth in the Governing Documentation; and (d) Customer's assumption of the risk of error, failure, or non-performance, malfunction, or improper operation of its systems, computers, or software.

d. Any claim, action or proceeding to enforce the Governing Documentation or to recover for any Services related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs. This Section shall survive termination of the Governing Documentation and all Services.

21. No Implied Waivers; Remedies Not Exclusive. No failure by Bank to exercise, and no delay in exercising and no course of dealing with respect to, any right or remedy under the Governing Documentation shall operate as a waiver thereof; nor shall any single or partial exercise by Bank of any right or remedy under the Governing Documentation preclude further exercise thereof or the exercise of any other right or remedy. The rights and remedies specified in the Governing Documentation are cumulative and are not exclusive of any other rights or remedies provided by law. No course of dealing and no delay or failure of Bank, Bank's parent company, affiliates, subsidiaries, agents, successors in interest or assigns in exercising any right, power or privilege under the Governing Documentation or any other agreement in connection with the Services shall affect future exercise thereof or the exercise of any other right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or any other right, power or privilege. Bank's rights and remedies, and those of Bank's parent company, affiliates, subsidiaries, agents, successors in interest or assigns under the Governing Documentation or any other documents or instruments pursuant to or in connection with the Services are cumulative and not exclusive of any rights or remedies which any such parties would otherwise have.

22. Non-Encrypted Transmissions via Computer. Customer acknowledges that certain computer data transmissions or other

communications between Customer and any other party may not be encrypted. Customer assumes the risk of interception of unencrypted data transmitted between Customer and Bank or between Bank and any third party that represents Customer.

23. No Warranty. CUSTOMER ACKNOWLEDGES THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO (I) THE VALUE, CONDITION, DESIGN OR FUNCTIONING OF ANY SERVICE; AND (II) THE USE, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OF ANY SYSTEM, SOFTWARE OR OTHER RIGHTS TRANSFERRED HEREIN, FREEDOM FROM INFRINGEMENT OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE SYSTEM, SOFTWARE OR OTHER RIGHTS TRANSFERRED HEREIN. IN THIS REGARD, CUSTOMER ACKNOWLEDGE THAT BANK WILL NOT BE LIABLE TO CUSTOMER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE USE OF OR INABILITY TO USE THE SYSTEM, SOFTWARE OR OTHER RIGHTS TRANSFERRED HEREIN.

24. Indemnity. Bank shall not incur any liability with respect to any act or omission in reliance upon any document, including any written notice by Customer or instruction provided for in the Governing Documentation. Customer agrees to indemnify and hold Bank harmless for any and all actions Bank takes in accordance with Customer's instructions, even if Bank varies from Bank's standard procedures in honoring such instructions. In the event that Bank or Bank's respective officers, directors, shareholders, agents, representatives or affiliates, or any heirs, legal representatives, successors or assigns of the foregoing (each an "Indemnified Party" and collectively the "Indemnified Parties") become involved in any capacity in any action, proceeding or investigation brought by or against any person (including Customer) arising out of or based upon any false representation or warranty or breach or failure by Customer to comply with any covenant or agreement made by Customer herein or in any other document furnished by Customer to any Indemnified Party in connection with the Governing Documentation or any transaction effected pursuant to the Governing Documentation, or any claim arising directly or indirectly from Customer's use of the Services, any software, technical computer service, including the software installation or de-installation, or system, or any claim is otherwise made against any of the Indemnified Parties arising out of the performance by Bank of its duties and obligations under the Governing Documentation, Customer will indemnify and hold harmless each of the Indemnified Parties from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements (including, but not limited to, reasonable legal costs and expenses) of any kind or nature whatsoever (collectively, "Losses") incurred in connection therewith, other than such Losses that are ultimately determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from such Indemnified Party's gross negligence or willful misconduct. Customer acknowledges and understands that third parties are providing information or services to the Bank in order for the Bank to perform the Services. Customer agrees to hold harmless said third parties and indemnify said parties from any and all liability resulting from Customer's use of the Services.

25. OFAC, BSA, Fraud, and Other Matters. Customer understands and agrees that the Bank will not make any transaction, and may be required to "block" or "freeze" any funds involved in any intended, requested, or initiated transfer, if such transfer would violate or appears to violate any regulation or other requirement of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"). Customer further agrees, to the fullest extent possible under Applicable Laws, that the Bank shall not have any liability for its failure to make or delay in making funds available to the beneficiary of a transfer if the failure or delay results from or is related to: (i) the Bank's fraud screening procedures; (ii) the Bank's efforts to comply with the Bank Secrecy Act, OFAC requirements, or similar laws or requirements; (iii) Customer's or any other person's provision of incorrect or incomplete information, or failure to provide required information, to the Bank in connection with the transfer; (iv) the lack of sufficient available funds in the Account from which the transfer is to be made; or (v) the transfer being made with fraudulent intent. Customer acknowledges that

transactions made on its behalf may be subject to federal and state laws and regulations governing transactions in currency and other monetary instruments relating to money laundering activities and the funding of terrorism and that such laws and regulations may impose severe criminal penalties on those who participate or assist in such activities or in structuring of such activities to avoid reporting requirements. You acknowledge that we may monitor transactions for compliance with such laws and regulations. Provided, further, you agree that you will not initiate any Order which would violate, or result in a payment in violation of the federal and state laws or regulations, including, without limitation, the federal laws and regulations administered by bank regulatory agencies and the Office of Foreign Assets Control ("OFAC") relating to money laundering and the funding of terrorism.

26. Term and Termination. Unless terminated sooner in accordance with the Governing Documentation, this Master Agreement and all Services will continue in effect until terminated by either party upon thirty (30) days prior written notice to the other party (unless a Service is terminated sooner in accordance with the Governing Documentation). Bank may terminate any Service: (a) following notice to Customer of a breach within 15 days of the date of such notice, or (b) without notice to Customer if (i) Customer or Customer Affiliates, are subject to a petition under the U.S. Bankruptcy Code; or (ii) Bank determines in its sole discretion that a material adverse change has occurred in Customer's or Customer Affiliates' ability to perform their obligations under the Governing Documentation. The termination of a Services will not affect Customer's or Bank's rights or obligations with respect to transactions occurring before termination. Bank will not be liable to Customer for any losses or damages Customer may incur as a result of any termination of any or all Services. The provisions in Sections 3, 14, 19, 20, 21, 23, 24, 28, 29, and 30 shall survive the termination of the Service.

27. Amendments to Governing Documentation. Bank may amend, add, or delete any term and condition detailed in the Governing Documentation at any time. Generally, any additions, deletions or other amendments will be posted on Amerant Website. To the extent and in the manner and timeframes required by law, the Bank will notify Customer in advance of any changes that affect Customer's rights and obligations. Customer indicates its acceptance of any change Bank makes by continuing to use the Service after the change becomes effective.

28. Successors and Assigns. The Governing Documentation shall be binding upon and inure to the benefit of the parties hereto and their respective successors, administrators, liquidators, receivers, trustees, assignees, custodians, or other similar officials. Customer may not assign its rights or delegate its duties under the Governing Documentation without Bank's consent, and any purported assignment in violation of this provision shall be null and void. With prior notice to Customer, Bank may assign or transfer any or all of its rights and obligations under the Governing Documentation or Customer's accounts to any parent entity, any affiliate, any direct or indirect wholly owned subsidiary of Bank or any other person which acquires all or substantially all of the custodial business of Bank. Customer hereby consents to any such assignments or transfers and agrees to enter into any agreement which Bank may reasonably request to effect such assignments or transfers.

29. Entire Agreement. The Governing Documentation constitute the entire and complete understanding between and among the parties with respect to the Services, and no representations or agreements, expressed or implied, of any kind or character whatsoever have been made except as are expressly set forth in the Governing Documentation.

30. Governing Law. This Master Agreement and the Governing Documentation are governed by the laws of the State of Florida, and where applicable, by United States Federal Law. Without affecting the Bank's right to serve legal process in any manner permitted under Applicable Laws, Customer consents to the service of any and all process in any action or proceeding relating to this Master Agreement and the Governing Documentation by mailing copies of such process to the address Customer designated for Customer's bank statements. THE CUSTOMER AND THE BANK EACH IRREVOCABLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING FROM OR RELATING TO THIS MASTER AGREEMENT, THE GOVERNING DOCUMENTATION OR THE USE OF THE SERVICES.

PART 2 | Terms and Conditions for Specific Services.

A- TREASURYCONNECT TERMS AND CONDITIONS

1. Description of the Service. TreasuryConnect is an online web-based commercial banking service that allows the Customer to initiate certain transactions and functionalities, and obtain information in connection with the Services. Additional details regarding TreasuryConnect's functionality, formatting and technical requirements may be available for the Customer in the then current TreasuryConnect reference material.

2. Use of TreasuryConnect. Customer may use the TreasuryConnect with respect to the Accounts and Services that Customer has requested to Bank and/or Bank has included in its implementation of TreasuryConnect for the Customer. Customer must register for TreasuryConnect and must select a user ID and password to access the Accounts and the Services.

3. Security Administrators and Users. In order to use TreasuryConnect, Customer must identify an individual who will act as Customer's TreasuryConnect security administrator ("Administrator(s)") by selecting a Primary Administrator in the TreasuryConnect Enrollment Form. Customer may also select a Dual Administration feature ("Dual Administration") by appointing a Primary Administrator and at least one Secondary Administrator. Unless Customer has selected Dual Administration, the Primary Administrator will be able to assign or remove individual user(s) ("User(s)") with authority to use TreasuryConnect, with access to any Accounts and Services included in Customer's setup of TreasuryConnect for any functionality or entitlement that is available in TreasuryConnect and create or modify available Account(s) configurations. In addition, the Administrators may also terminate Users' entitlements. When Customer has selected Dual Administration the Primary Administrator and one Secondary Administrator shall authorize on behalf of the Company to create and modify User(s) and Account(s) configurations. Customer is solely responsible for notifying Bank if any administration entitlement of an Administrator or User is terminated.

4. Security Procedures. The Security Procedures for the use of TreasuryConnect include the following provisions:

a. Customer will be given or will select a unique, personal, User ID and Password to gain access to TreasuryConnect ("Security Credentials"). Customer and each Administrator and User will be responsible for the confidentiality and use of their Security Credentials. Customer will be responsible for all instructions received by Bank using the Security Credentials. Bank reserves the right to require Customer to change any or all of the Security Procedures or Security Credentials at any time. The Administrator(s) shall be responsible for distributing the Security Credentials to Users and retrieving the Security Credentials from the User upon revocation of User's access rights. Once Customer is under control of its Security Credentials, the Bank is entitled to act on instructions received through the Security Credentials without inquiring into the identity of the person using the Security Credentials, and any such instructions will be effective to bind Customer, whether or not Customer actually sent them itself or authorized someone else to do so.

b. In the event that the Bank provides an initial password, the Administrator(s) will be required to change it and create new passwords the first time they login into TreasuryConnect. It is the Administrator's responsibility to understand the security capabilities built into the Services and to assign and, as appropriate to Customer's business and security needs, to restrict access to the various applications of the Services only to those employees who have a need to know, keeping in mind the importance of separation of duties as an important way of protecting Customer. Customer agrees to change the Security Credentials frequently in order to ensure the protection and confidentiality of Security Credentials. The Administrator also maintains the responsibility of setting certain limits related to dollar or volume thresholds for the Users if available in TreasuryConnect.

c. Customer's Security Credentials are confidential and should not be disclosed to anyone except for the Authorized Representatives, and the Administrators and Users to whom each Security Credential have been assigned. Customer is responsible for the safekeeping of the Security

Credentials. Customer must notify Bank at once, in the event that a Security Credential has been lost, stolen, or otherwise compromised.

d. Customer agrees to notify Bank immediately if Customer becomes aware of: (i) any loss or theft of any Security Credential for the access to TreasuryConnect; or (ii) unauthorized use of any Security Credential, or of the Service or any information. Customer further agrees to notify Bank immediately if Bank are required to take any action to terminate access to any Services by any User(s). Customer agrees to confirm any oral notification in writing to Bank within 24 hours. Customer agrees to cooperate with Bank to replace the Security Credential in accordance with Bank's security requirements. In the event of the breach of any applicable Security Procedure, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used in breach of the Security Procedure. Customer further agrees to provide to Bank with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Customer's failure to assist Bank shall be deemed an admission by Customer that the breach of the Security Procedures was caused by a person who obtained access to Customer's transmitting facilities or who obtained information, facilitating the breach of the Security Procedures, from Customer and not from a source controlled by Bank.

5. Dual Approval Security Feature. The Security Procedures for TreasuryConnect include the use of the "dual approval" security feature ("Dual Approval"). The dual approval security feature, if activated, requires that at least two authorized Users be involved in the initiation and release of any wire transfer or ACH transaction through TreasuryConnect. The Dual Approval requires, if activated, that one User with sufficient initiation entitlements input the transaction information and at least one other User with sufficient approval entitlements then approve the transaction before it is released and processed.

6. Accounts. If any loan or credit card account types are included in Customer's setup for TreasuryConnect, the term "Account", when used in these TreasuryConnect terms and conditions or the general terms and conditions in reference to TreasuryConnect, includes these account types. In such case, Customer authorizes Bank to release information relating to any loan or card account, including the release of such information to any User, in accordance with the TreasuryConnect access Administrator(s) has/have granted to each such Users.

7. Setups of TreasuryConnect. The Administrator(s) will need to designate the User(s) for each setup on a TreasuryConnect and grant those Users access to the accounts and services included in those setups and any functionality or entitlement that is available in TreasuryConnect.

8. Limitations on the Bank's Responsibility. Bank agrees to make reasonable efforts to ensure full performance of TreasuryConnect. Bank will be responsible for acting only on those instructions sent through TreasuryConnect that are actually received. Bank cannot assume responsibility for computer or systems malfunctions or malfunctions in communications facilities not under Bank's control that affect the accuracy or timeliness of the messages or instruction that Customer sends. The Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider or caused by any browser software. Additionally, Bank is not responsible if Customer gives Bank incorrect instructions or Customer's instructions are not given sufficiently in advance to allow for timely processing or delays in mail service. The Bank is not responsible for any computer virus or related problems which may be attributable to the use of the Internet. Bank encourages its customers to routinely scan their PC and portable devices using a reliable virus product to detect or remove any viruses. Except as otherwise provided in the Governing Documentation and in the absence of gross negligence on the part of the Bank: (a) Bank is not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of TreasuryConnect; (b) Bank's entire liability and Customer's exclusive remedy with respect to the use of TreasuryConnect will be the replacement of any browser

or software provided by the Bank to use for TreasuryConnect (if any) that is found to be defective; and (c) Customer agrees to indemnify the Bank and hold it harmless against any direct, indirect, special, incidental or consequential damages arising in any way out of the use of TreasuryConnect.

9. License and Restrictions. TreasuryConnect and all the materials contained in it are protected by intellectual property rights, including copyright, trademark law, patent law, and any other applicable law and either belong to Bank or are licensed to Bank to use by a non-affiliated third party (each a "Third Party Licensor"). Materials include, but are not limited to, the design, layout, look, appearance, graphics and documents on the website, as well as other content such as articles, private placement memoranda and other text.

Customer is granted a limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable, non-resellable license, and right for the sole purpose of Customer's use of TreasuryConnect as expressly permitted herein. This limited right to use TreasuryConnect is revocable in the discretion of the Bank; the Bank and its Third Party Licensors retain all right, title, and interest in and to the TreasuryConnect and any modifications and updates thereto. All rights not expressly granted to Customer herein are reserved.

Except as provided above, Customer may not copy, display, download, distribute, modify, reproduce, republish or retransmit any information, text or documents contained in TreasuryConnect or any portion thereof in any electronic medium or in hard copy (including posting to news groups, mail lists, or electronic bulletin boards), or create any derivative work based on such material without written consent from the Bank.

The Bank and the Third Party Licensors reserve the right to add or delete features or functions, or to provide programming fixes, updates, and upgrades, to TreasuryConnect.

Customer agrees to hold harmless Third Party Licensors and indemnify said parties from any and all liability resulting from Customer's use of TreasuryConnect.

B- ACH ORIGATION TERMS AND CONDITIONS

1. Description of the ACH Origination Service. Bank's Automated Clearing House Service ("ACH Service") allows Customer to initiate debit Entries and credit Entries through the automated clearing house, a funds transfer system for sending and settling electronic Entries among participating financial institutions subject to these ACH Origination Service Terms and Conditions ("ACH Terms and Conditions"). Customer may select the ACH Service for each Account ("Designated Account(s)"). Customer's selection of the ACH Service for an Account must be reflected in an ACH Application form.

2. Functioning of the ACH Service. Under the ACH Service, Bank acts as the Originating Depository Financial Institution ("ODFI") with respect to Entries that Customer sends to Bank on its behalf. Customer will be the "originator" for each of those Entries. By requesting the ACH Service Customer agrees to comply with and be bound by the Rules (as defined below). In the event of any conflict between any rules and definitions which are restated in these ACH Terms and Conditions and the Rules, the Rules shall apply.

3. Definitions. Unless otherwise defined in this Master Agreement or these ACH Terms and Conditions, terms that are defined in the Rules have the meaning given to those terms in the Rules. The following terms have the specified meaning for purpose of these ACH Terms and Conditions.

"ACH Authorized Representative" means each Authorized Representative, each Administrator identified by the Customer or Customer's Affiliate in a TreasuryConnect Enrollment Form or each User appointed by the Administrators through TreasuryConnect or by any other means acceptable by the Bank, who is authorized to give instructions to Bank on behalf Customer or Customer's Affiliate related to Entries, to verify the total dollar amount of the Entries in a File (as defined below) submitted to Bank in a manner acceptable to Bank, or through the use of Bank's phone authorization. Customer is responsible for maintaining up-to-date email and telephone contact information for Customer's ACH Authorized Representatives, in order for Bank to send notices to and contact Customer's ACH Authorized Representative as contemplated in this Master Agreement and the Governing Documentation.

"ACH Cut-off Deadline" means the time on a Business Day by which Bank must receive an Entry in order for Bank to process it on that day. Such deadline is established by Bank and it may alter it from time to time.

"ACH Operator" means a Federal Reserve Bank or other entity that provides clearing, delivery and settlement services for Entries.

"Batch" means Entries that have been grouped together and that have the same Effective Entry Date, the same Entry Class Code, and that settle to the same designated Account.

"Effective Entry Date" means the date specified in an Entry on which Customer wants the Entry to be paid.

"Entry" or "Entries" means a request from Customer to credit entries or debit entries a Receiver's deposit account and includes all data Bank receives from Customer regarding that Entry(ies).

"Entry Class Code" means the codes that distinguishes the various types of Entries.

"File" means a group of entries associated with given transmittal register and related control totals.

"Final Settlement" means the day an Entry is posted to the account of the RDFI with the ACH Operator.

"ACH Instruction" means a Proper Instruction relating to an Entry that Bank receives from one of Customer's ACH Authorized Representatives, including instructions directed to cancel an Entry.

"NACHA" means the National Automated Clearing House Association.

"On-Bank Entry" means an Entry intended to credit or debit an account maintained at the Bank.

"Protected Information" means non-public personal information, including financial information of a natural person used to create, or contained within, an Entry and any related addenda record.

"Receiver" means the person or entity against whose account at a RDFI Customer intends to initiate a debit or credit Entry. Customer represents and warrants that all Entries Customer initiates via ACH Service are authorized by the Receiver.

"RDFI" means the receiving depository financial institution.

"Rules" means the NACHA Operating Rules, as further explained and clarified by the NACHA Operating Guidelines, as both are in effect at the relevant time.

"Third Party Sender" means a type of third-party service provider that acts as an intermediary in transmitting Entries between an originator and an ODFI, and acts on behalf of an originator or another third-party sender.

4. Transmitting Entries to Bank. Customer may transmit Entries and ACH Instructions to Customer so long as Customer comply with the Rules, this Master Agreement, Governing Documents and the Security Procedures. Any Entry Customer sends must be transmitted to Bank through the Bank's business online banking service, TreasuryConnect. All Entries must comply with the requirements of, and be identified by, the appropriate Entry Class Code and comply with all NACHA record format specifications. Bank may at any time prohibit Customer from originating certain types of Entries using the ACH Service. Customer must retain all data on any File transmitted to Bank that Bank would need to reprocess. Customer must retain that data for at least (3) three Business Days after midnight of the Effective Entry Date of that Entry and Customer agrees to give Bank that data immediately upon Bank's request. If Bank allows Customer to use a third-party service provider who is acceptable to Bank, then each reference in these ACH Terms and Conditions to "Customer" includes Customer's third-party service provider as appropriate.

5. Obligations of the Third-Party Sender. The Rules contain special requirements and impose additional obligations on Bank when Bank acts as Customer's ODFI with respect to Entries Customer sends to Bank as a Third-Party Sender. Consequently, Bank must obtain additional agreements and representations from Customer with

respect to such Entries. If Customer sends Bank any Entries as a Third Party Sender, Customer automatically makes the additional agreements and representations specified in the Rules.

6. Processing of Entries. Except as provided in this section with respect to On-Bank Entries, Bank will process Entries and instructions it receives from Customer and then transmits those Entries as the ODFI to an ACH Operator. Bank will transmit the Entries to the ACH Operator by its deposits deadline prior to the Effective Entry Date shown in the Entries as long as the ACH Operator is open for business on that day and Bank receives the Entries: (a) prior to its cut-off deadline; and (b) with a sufficient number of days to meet the Effective Entry Date shown in the Entries. For Entries that Bank receives after those times, Bank will use reasonable efforts to transmit such Entries by the ACH Operator's next deposit deadline on a Business Day on which the ACH Operators is open for business. If Bank receives an "On-Bank Entry" from Customer, Bank will credit or debit the Receiver's account subject to the same cut-offs and conditions stated above. For and "On-Bank Entry" that Bank receives after those cut-off times and deadlines, Bank will use reasonable efforts to credit or debit the Receiver's account on the Business Day following such Effective Entry Date. If the Effective Entry Date of any Entry Bank receives from Customer is not a Business Day, Bank will process that Entry on the Business Day following the requested Effective Entry Date.

7. Exposure Limits and Pre-Funding. Bank reserves the right to establish and change aggregate and individual dollar limits or "exposure limits" for Customer's Entries and Files. Such limits are internal limits established to monitor Bank's credit exposure to Customer, and Bank may, but are not required to, disclose such limits to Customer in its own discretion. Bank may refuse to process Entries or Files that exceed these exposure limits. Bank also reserves the right to change the terms upon which Bank provides ACH Services to Customer at any time if Bank believes Customer's financial condition warrants such a change, including requiring that Customer pre-fund all ACH credit Entries. Pre-funding means that Customer must have good, collected funds in Customer's settlement Account that are not subject to recall or dispute. Bank will place a hold upon the funds when it receives Customer's File containing ACH credit Entries and then withdraw and use the funds to fund those ACH credits.

8. Suspension and Rejection of Entries. Bank may suspend processing of and/or reject an Entry, Batch or File that: (a) does not comply with the Rules, this Master Agreement, the Governing Documentation, or the Security Procedures; or (b) contains an Effective Entry Date more than 14 days calendar days after the day Bank receives it. Bank may suspend processing of and/or reject an "On-Bank Entry" for any reason that would allow that Entry to be returned under the Rules. Bank may also suspend processing of and/or reject an Entry, Batch, or File if Customer fails to comply with any of its obligations under these Master Agreement, including Customer's obligation to maintain sufficient balances in the Designated Account(s). Bank may suspend processing of an Entry, Batch or File without giving notice to Customer. However, if Bank rejects (rather than simply suspend) a Batch or an entire File of Entries, Bank will notify Customer no later than the Business Day on which the Batch or File would have been transmitted to the ACH Operator for processing. In case that an individual Entry is rejected, it will be reported with Customer's returns. If Bank rejects and Entry, Batch or File, Customer may be required to resend it.

9. Termination or Suspension of ACH Services. Without limiting any other rights, Bank may terminate or suspend Customer's use of the ACH Service immediately and without giving Customer prior written notice if Customer has breached the Rules; or if any Entry Customer transmits to Bank, or any of Customer's acts or omissions, might cause Bank to breach the Rules or any representations or warranties Bank makes under the Rules; or if Bank believes termination or suspension is necessary in order to comply with the Rules.

10. Cancellation and Amendment of Entries. Bank has no obligation to honor or process any request from Customer to cancel or amend an Entry once Bank has received that Entry. However, as an accommodation to Customer, Bank will use good faith efforts to attempt to honor Customer's request to cancel (but not to amend) an Entry if (a) the request complies with the Security Procedures and (b) Bank receives such request at a time and in a manner that gives Bank a reasonable opportunity to act on it prior to transmitting the Entry to the ACH Operator or, in the case of an On-Us Entry,

prior to crediting or debiting the Entry to the Receiver's account. Bank is not liable if Bank cannot honor Customer's cancellation request. Customer agrees to reimburse Bank for any expenses Bank may incur in attempting to honor Customer's cancellation request. If Customer request a cancellation, Bank will use a reversing entry in an effort to honor Customer's request except in limited circumstances where Bank has the capability to delete the Entry, Batch or File.

- 11. Name and Account Number Inconsistency.** Customer must ensure the accuracy of every Entry and instructions provided to Bank. If an Entry describes the Receiver inconsistently by name and account number, payment may be made by the RDFI (or, for an On-Bank Entry, by Bank) on the basis of the account number, even if that number identifies a person other than the named Receiver. Customer is responsible for any loss associated with such inconsistency and Customer's obligation to pay Bank the amount of the Entry is not excused in such circumstances.
- 12. Notice of Returned Entries.** Bank will give Customer electronic notice by TreasuryConnect or by e-mail, promptly after Bank receives a returned Entry from the ACH Operator. Bank is not obligated to retransmit any returned Entry that Bank originally transmitted in compliance with these ACH Terms and Conditions, and if Customer wants Bank to retransmit any such Entry to the ACH Operator, Customer must retransmit the Entry to Bank.
- 13. Notifications of Change.** Bank will give Customer electronic notice by TreasuryConnect or by e-mail, of all notifications of change relating to Customer's Entries within two (2) Business Days after Bank receives them. Customer agrees to make the required change(s) prior to submitting any further Entries to the applicable Receiver's account. If Customer fails to correct an Entry in response to a notification of change, the NACHA may impose fines against Customer that may be debited directly against the Designated Account(s) without prior notice.
- 14. Security Procedures.** Customer agrees to comply with the following security procedures ("Security Procedures") in using the ACH origination service and agrees that these Security Procedures are commercially reasonable:
 - a. The Security Procedures provisions set forth in Section 6, Part 1, of this Master Agreement.
 - b. Bank will only accept Entry Files that pass Bank's system edit. That system edit examines various attributes of an Entry File, including the settlement Account, the credit or debit nature of the Entries contained in the File, and the application identification number contained in the File's header or trailer record. Bank will reject any Entry File that does not pass Bank's system edit and will notify an ACH Authorized Representative of that rejection. Customer agrees that all Entry Files that pass Bank's system edit will conclusively be deemed to have been authorized by Customer.
- 15. General.** Bank may verify or authenticate any Entry or Files by contacting Customer by telephone or by any other method Bank believes is reasonable under the circumstances, but Bank is under no obligation to do so. If Bank is unable to verify or authenticate an Entry or File, Bank may refuse to process such Entry or File. Bank may change the Security Procedures by giving Customer notice of the changes. Any changes will take effect immediately upon Customer's receipt of that notice.
- 16. Security Requirements.** In addition to complying with the Security Procedures, Customer is required to establish, implement, and, as appropriate, update security policies, procedures, and systems related to the initiation, processing, and storage of Entries. These policies, procedures and systems must:
 - a. Protect the confidentiality and integrity of Protected Information;
 - b. Protect against anticipated threats or hazards to the security or integrity of Protected Information; and
 - c. Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

Such policies, procedures and systems must include controls that

comply with applicable regulatory guidelines on access to all systems Customer uses to initiate, process and store Entries.

- 17. Payment for Entries.** Customer must pay Bank the amount of each credit Entry Bank has originated on Customer's behalf and Bank will pay Customer the amount of each debit Entry that Bank has originated on Customer's behalf, all at such times as Bank may determine. Customer must also pay Bank (at such time as Bank may determine) the amount of each debit Entry Bank has originated on Customer's behalf that is returned by the RDFI. Bank may, without notice or demand, (a) debit any Account for amounts that Customer owes Bank under these ACH Terms and Conditions and (b) credit any Account for the amount of (i) originated debit Entries and (ii) returned Entries previously debited from any Designated Account. Customer must at all times maintain sufficient collected funds in the Designated Account(s) to cover Customer's payment obligations to Bank. If Customer's obligations to Bank at any time exceed such funds in the Designated Account(s), Bank may refuse to process any Entry until Customer deposit sufficient funds and/or Bank may debit or place a hold on funds in any account Customer maintain with Bank. Bank has the right to net any amount Bank owes Customer against obligations Customer owes to Bank.
- 18. Representations for all Entries.** Customer makes the following representations to Bank with respect to every Entry Customer sends Bank: (a) the Receiver designated in that Entry authorized Customer to initiate the Entry to credit or debit its account in the amount and on the Effective Entry Date of the Entry; (b) the Receiver's authorization is and will remain effective until the Receiver's account is debited or credited; (c) the Entry conforms to Customer's obligations under these ACH Terms and Conditions, the Rules and the ACH origination reference materials; (d) the Entry complies with and does not violate the Applicable Laws; and (e) Customer has performed a reasonable examination of Customer's Receiver relationships to identify transactions with those Receivers which must be originated using the IAT Entry Class Code. Customer agrees to be bound by the Rules and acknowledges that payment of an Entry by the RDFI to the Receiver is provisional until the RDFI receives Final Settlement for such Entry and that, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and, in such case, Customer will not be deemed to have paid the Receiver the amount of the Entry.
- 19. Additional Representations for Specific Entry Types.** The Rules contain special requirements and impose additional obligations on Bank when Bank acts as Customer's ODFI with respect to certain Entry types. As a result, Bank must obtain additional agreements and representations from Customer with respect to those Entry types. Those additional agreements and representations are set forth for each Entry type below. If Customer sends Bank any of the Entry types described below, Customer automatically makes the additional agreements and representations to Bank that are set forth for that Entry type below. Without limiting the foregoing, in the event there is a conflict between the agreements and representations set forth below and the agreements and representations required in the Rules for the relevant Entry type, Customer will be deemed to make the agreements and representations required in the Rules when Customer sends Bank that Entry type, and Customer will comply with all obligations of the Rules relevant to that Entry type, even if not restated in these ACH Terms and Conditions.
 - a. **ARC (Accounts Receivable) Entries.** If Customer sends Bank debit Entries using an ARC Entry Class Code (each an "ARC Entry"), Customer represents and warrants to Bank and agrees that:
 - i. The Entry is a single-Entry debit for conversion of Receiver's check or draft for the payment of goods or services;
 - ii. A check or draft provided by the Receiver to Customer and received (a) via the U.S. mail (or an equivalent service, such as an overnight delivery service), (b) at a drop box location, or (c) in person for payment of a bill at a manned location, serves as the source document for the Receiver's routing number, account number, check serial number and dollar amount for the Entry, contains a pre-printed serial number, does not include an Auxiliary On-Us Field in the MICR line, is for an amount of \$25,000 or less, and was completed and signed by the Receiver;
 - iii. The check or draft used as the source document for the Entry

is eligible to serve as a source document under the Rules and is not one of the following: a third party check or draft, a draft that does not include the signature of the Receiver, a check provided by a credit card issuer to access a credit account, a check drawn on a home equity line of credit, a check drawn on an investment company, an obligation of a financial institution, such as a traveler's check or money order, a check drawn on any federal institution, such as the Treasury of the United States or Federal Reserve Bank, a check drawn on a state or local government and not payable through or at a participating depository financial institution, and a check or draft payable in a medium other than United States currency;

iv. For source documents received via U.S. mail (or an equivalent service, such as an overnight delivery service) or at a drop box location, in advance of receiving the source document for the Entry, Customer gave the Receiver a notice that complies with the Rules and that clearly and conspicuously stated that receipt of Receiver's source document would authorize an ACH debit Entry to Receiver's account in accordance with the terms of such source document, and for source documents that are provided by the Receiver in-person for payment of a bill at a manned location, Customer provided a copy of such notice at the time of the transaction;

v. The source document for the Entry has not been altered;

vi. The source document for the Entry is not subject to any defense or claim of any person;

vii. The source document for the Entry is drawn on, payable through, or payable at the RDFI, and the amount of the Entry, the routing number, the account number and check serial number are in accordance with the source document for the Entry;

viii. The source document for the Entry will not be presented to the RDFI unless the Entry has been returned by the RDFI;

ix. Customer has not key-entered the routing number, account number, or check serial number from the source document for the Entry, other than to correct errors relating to MICR misreads, mis-encoding or processing rejects;

x. Customer must (and will) retain a reproducible, legible image, microfilm or copy of the front and back of the source document for two years from the date of the settlement of the Entry;

xi. Customer will give Bank a copy of the front and back of the source document within five (5) Business Days;

xii. Customer will establish reasonable document retention/destruction policies and use commercially reasonable methods to securely store all source documents until destruction, and all banking information relating to ARC Entries; and

xiii. Customer will comply with the Rules for ARC Entries.

b. Back Office Conversion ("BOC") Entries. If Customer sends Bank debit Entries using a BOC Entry Class Code (each a "BOC Entry"), Customer further represents and warrants to Bank and agrees that:

i. The Entry is sent to collect truncated checks for payment of goods or services;

ii. Prior to the receipt of each source document that is used as the basis for the origination of a BOC Entry, Customer will provide the Receiver with notice that includes the following, or substantially similar, language:

"When Customer provides a check as payment, Customer authorizes Bank either to use information from Customer's check to make a onetime electronic fund transfer from Customer's account or to process the payment as a check transaction. For inquiries, please call <retailer phone number>."

Such notice will be posted in a prominent and conspicuous location and a copy of such notice, or language that is substantially similar, will be provided to the Receiver at the time of the transaction.

iii. A check or draft provided to Customer by the Receiver at the point of purchase serves as the source document for the Receiver's routing number, account number, check serial number and dollar

amount for the Entry. Such source document for the BOC Entry:

1. Contains a pre-printed serial number;
2. Does not contain an Auxiliary On-Us Field in the MICR line;
3. Is in an amount of \$25,000 or less; and
4. Was completed and signed by the Receiver.

iv. The checks or drafts used as the source document for a BOC Entry are not:

1. Checks or sharedrafts that have not been encoded in magnetic ink;
2. Checks or sharedrafts that contain an Auxiliary On-Us Field in the MICR line;
3. Checks or sharedrafts in an amount greater than \$25,000;
4. Third-party checks or sharedrafts;
5. Remotely created checks, as defined by Regulation CC, or third-party drafts that do not contain the signature of the Receiver;
6. Checks provided by a credit card issuer for purposes of accessing a credit account or checks drawn on a home equity line of credit;
7. Checks drawn on an investment company;
8. Obligations of a financial institution (e.g. traveler's checks, cashier's checks, official checks, money orders, etc.);
9. Checks drawn on the Treasury of the United States, a Federal Reserve Bank, or a Federal Home Loan Bank;
10. Checks drawn on a state or local government that are not payable through or at a Participating DFI; or,
11. Checks or sharedrafts payable in a medium other than United States currency.

v. Customer will employ commercially reasonable procedures to verify the identity of the Receiver;

vi. Customer has established and will maintain a working telephone number for Receiver inquiries regarding the transaction that will be answered during normal business hours. This telephone number will be displayed on the notice required to be given to the Receiver.

vii. The amount of the Entry, the routing number, the account number and check serial number are in accordance with the source document for the Entry;

viii. Customer used a reading device during the initial processing of the BOC Entry to capture (and did not key-enter) the Receiver's routing number, account number, and check serial number from the Receiver's source document for the Entry, and key-entered such information only to correct errors relating to MICR misreads, mis-encoding or processing rejects.

ix. Customer will not use the source document for the Entry as a check to obtain payment unless the BOC Entry is returned by the RDFI.

x. Customer will retain a reproducible, legible image, microfilm or copy of the front of the Receiver's source document for each BOC Entry for two (2) years from the settlement date of the BOC Entry.

xi. Upon Bank's request, Customer will provide, within five (5) banking days of such request, a copy of the front of the Receiver's source document (and such copy will indicate that it is a copy on its face).

xii. Customer will employ commercially reasonable methods to securely store:

1. All source documents until they are destroyed; and
2. All banking information relating to BOC Entries.

xiii. Customer has and will continue to otherwise comply with the Rules for BOC Entries.

c. POP (Point-of Purchases) Entries. If Customer send Bank debit Entries using the POP Entry Class Code (each a "POP Entry"), Customer represent and warrant to Bank and agree that:

i. A check or draft provided by the Receiver at the point of purchase serves as the source document for Receiver's routing number, account number, check serial number and dollar amount for the Entry, and that source document contains a preprinted serial number, does not contain an Auxiliary On-Us Field in the MICR line, is for an amount of \$25,000 or less, was completed and signed by the Receiver, and has not previously been provided by the Receiver for use in any other POP Entry;

ii. Prior to the receipt of each source document that is used as the basis for the origination of a POP Entry, Customer will provide the Receiver with notice that includes the following, or substantially similar, language:

"When Customer provide a check as payment, Customer authorize Bank either to use information from Customer's check to make a onetime electronic fund transfer from Customer's account or to process the payment as a check transaction."

iii. Such notice will be posted in a prominent and conspicuous location and a copy of such notice, or language that is substantially similar, will be provided to the Receiver at the time of the transaction;

iv. Customer has voided the source document and returned it to the Receiver at the point of purchase;

v. The source document is an eligible item for POP Entries under the Rules, and Customer has not used a previously voided item as the source document;

vi. Customer has obtained the Receiver's signed, written authorization for the Entry;

vii. Customer has not key-entered the routing number, account number or check serial number from the source document;

viii. Customer will give Bank a copy of the Receiver's written authorization for the Entry within five (5) days after Bank requests it;

ix. Customer has given the Receiver of the Entry a receipt for that Entry that contains all of the information required under the Rules; and

x. Customer will comply with the Rules for POP Entries.

d. RCK (Re-presented Check) Entries. If Customer sends Bank debit Entries using the RCK Entry Class Code (each an "RCK Entry"), Customer represents and warrants to Bank and agrees that:

i. The Entry is sent to collect a check or draft drawn on a consumer account that has been returned;

ii. Customer has good title to and are entitled to enforce the returned item to which the Entry relates and can transfer good title to Bank;

iii. All signatures on the returned item to which the Entry relates are authentic and authorized;

iv. The returned item to which the Entry relates has not been altered and the Entry is for no more than the face value of such item;

v. The returned item to which the Entry relates is not subject to any defense or claim in recoupment of any person, including any defense or claim that could be asserted against Bank;

vi. Customer has no knowledge of any insolvency proceeding

commenced with respect to the maker, acceptor or drawer of the returned item to which the Entry relates;

vii. The returned item to which the Entry relates is drawn on, payable through, or payable at the RDFI, and the amount of the item, the item number, and the account number contained on such item have been accurately reflected in the Entry;

viii. Neither the returned item to which the Entry relates nor a copy of such item will be presented to the RDFI, unless the related Entry has been returned by the RDFI;

ix. The information encoded after issue in magnetic ink on the returned item to which the Entry relates is correct;

x. Any restrictive endorsement made by Customer or Customer's agent or ACH Authorized Representative on the returned item to which the Entry relates is void or ineffective upon initiation of the Entry;

xi. The item is an eligible item as defined in the Rules;

xii. Customer has given the Receiver of the Entry a notice that clearly and conspicuously states the terms of the represented check Entry policy in advance of receiving the item to which the Entry relates;

xiii. Customer will maintain a copy of the front and back of the returned item to which the Entry relates for seven (7) years from the settlement date of the Entry;

xiv. Customer will give Bank either the original returned item to which the Entry relates if Bank request it within 90 days of the settlement date or a copy of the front and back of such item within five (5) Business Days of Bank's request;

xv. The Entry was transmitted in time for Bank to transmit the Entry to the RDFI's ACH Operator by midnight of the second banking day following the banking day of receipt of the presentment notice for the returned item to which the Entry relates; and,

xvi. Customer will comply with the Rules for RCK Entries.

e. TEL (Telephone-Initiated) Entries. If Customer sends Bank debit Entries using the TEL Entry Class Code (each a "TEL Entry"), Customer represents and warrants to Bank and agrees that:

i. Customer has used commercially reasonable procedures to verify the identity of the Receiver of the Entry;

ii. Customer has used commercially reasonable procedures to verify that the routing number associated with the Entry is valid;

iii. Customer has obtained oral authorization from the Receiver for the Entry and the authorization complies with the Rules and contains all of the information required under the Rules;

iv. For an authorization relating to a single TEL Entry, Customer will either make an audio recording of the oral authorization, or provide the Receiver with written notice confirming the oral authorization prior to the settlement date of the Entry;

v. For an authorization relating to recurring TEL Entries, Customer will comply with the requirements of Regulation E for the authorization of preauthorized transfers, including the requirement to send a copy of the authorization to the Receiver;

vi. For a single TEL Entry, Customer will retain the original or a microfilm or microfilm equivalent copy of the written notice or the original or a duplicate audio recording of the oral authorization for two (2) years from the date of the authorization, and Customer will give Bank a copy of such audio recording or such notice immediately upon Bank's request;

vii. For recurring TEL Entries, Customer will retain for two (2) years from the termination or revocation of the authorization: (a) the original or a duplicate audio recording of the oral authorization; and (b) evidence that a copy of the authorization was provided to the Receiver in compliance with Regulation E; and,

viii. Customer will comply with the Rules for TEL Entries.

f. WEB (Internet-Initiated/Mobile) Entries. If Customer send Bank debit Entries using the WEB Entry Class Code (each a "WEB Entry"), Customer represents and warrants to Bank and agrees that:

i. The Entry is transmitted pursuant to an authorization that is obtained from the Receiver via the Internet or Wireless Network to effect a transfer of funds from a consumer account of the Receiver, or pursuant to any authorization permitted by the Rules if the Receiver's instruction for the initiation of the individual debit Entry is designed to be communicated via a Wireless Network;

ii. Customer has employed a commercially reasonable fraudulent transaction detection system to screen the Entry;

iii. Customer has used commercially reasonable procedures to verify the identity of the Receiver of the Entry;

iv. Customer has utilized commercially reasonable procedures to verify that the routing number associated with the Entry is valid;

v. Customer has used encryption for transmittal of banking information related to any Entry or Customer has established a secure Internet session with the Receiver of the Entry, in either case utilizing commercially reasonable security technology providing a level of security that, at a minimum, is equivalent to 128-bit encryption technology prior to the Receiver's key Entry and through transmission to the originator of any banking information, including, but not limited to, any Entry, the Receiver's routing number, account number and PIN number or other identification symbol;

vi. Customer will conduct or have conducted annual audits to ensure that the financial information Customer obtains from Receivers is protected by security practices and procedures that includes, at a minimum, adequate levels of (a) physical security to protect against theft, tampering, or damage, (b) personnel and access controls to protect against unauthorized access and use, and (c) network security to ensure secure capture, storage, and distribution;

vii. Customer will provide Bank upon request with proof that is satisfactory to Bank that Customer's annual security audit has been properly conducted;

viii. Customer has obtained a properly authenticated authorization from the Receiver complying with the Rules, and shall give Bank a copy of that authorization within five (5) days after Bank request it; and,

ix. Customer will comply with the Rules for WEB Entries.

g. Return Fee Entries. If Customer sends Bank a debit Entry for a return fee charged to a Receiver for a debit Entry or other item that was returned for insufficient or uncollected funds (a "Return Fee Entry"), Customer represents and warrants to Bank and agrees that:

i. The Return Fee Entry is in relation to the return of either (a) a debit Entry to a consumer account of a Receiver; (b) an ARC, BOC or POP Entry to a non-consumer account of a Receiver; or (c) an item that was eligible to be converted to a debit Entry, but was not converted to an Entry;

ii. The Return Fee Entry is for the purpose of collecting a return fee that is permitted under the Rules for Return Fee Entries, and Customer has satisfied all requirements with respect to the returned item in order to originate the Return Fee Entry;

iii. If Customer has satisfied the requirements for authorization of a Return Fee Entry by providing notice to the Receiver at the time that the underlying Entry was authorized or the original Item was accepted, the notice included the following, or substantially similar, language:

"If Customer's payment is returned unpaid, Customer authorizes Bank to make a one-time electronic fund transfer from Customer's account to collect a fee of [\$];" or,

"If Customer's payment is returned unpaid, Customer authorize Bank

to make a one-time electronic fund transfer from Customer's account to collect a fee. The fee will be determined [by/as follows]: []".

iv. Customer has not and will not impose any other return fee in relation to the underlying Entry or item that was returned unpaid; and

v. Customer has complied with all Rules for Return Fee Entries, including formatting requirements and settlement date requirements, if applicable.

20. Proof of Authorization for Non-Consumer Entries. For CCD or CDX Entries that Customer originate to non-consumer accounts, Customer will provide Bank with an accurate record evidencing the Receiver's authorization or Customer's contact information for inquiries regarding the authorization within five (5) Business Days of Bank's request.

C- WIRE TRANSFER SERVICE TERMS AND CONDITIONS

1. Description of the Service. The Wire Transfer service ("Wire Transfer Service") is a funds transfer service that is available through TreasuryConnect for sending and settling payment orders from the Customer's Account(s) selected in the TreasuryConnect Enrollment Form ("Designated Account(s)").

2. Wire Transfer Service Authorized Representative. Except for the specific restrictions available in TreasuryConnect that Customer has activated, each Authorized Representative identified by the Customer in a TreasuryConnect Enrollment Form or each User appointed by the Administrators through TreasuryConnect or by any other means acceptable by the Bank ("Wire Transfer Service Authorized Representative"), is authorized by Customer to give instructions to Bank on behalf Customer or Customer's Affiliate, to order wire transfers, to verify the total dollar amount of the wire entries, submitted to Bank in a manner acceptable to Bank, or through the use of Bank's phone authorization. Customer is responsible for maintaining up-to-date email and telephone contact information for Customer's Wire Transfer Service Authorized Representatives or User, in order for Bank to send notices to and contact Customer's Wire Transfer Service Authorized Representative as contemplated in this Master Agreement and the Governing Documentation.

3. Funds Transfer Agreement. The Wire Transfer service is subject to this Master Agreement and the Amerant Bank Fund Transfer Agreement ("FTA"). The FTA will be considered part of this Master Agreement. In the event of any conflict between this Master Agreement and the FTA, the FTA will control. Customer will be able to access and review the FTA by visiting Amerant Website. Customer may contact a Bank officer for additional information about the FTA. Bank at its own discretion may, from time to time, impose limits to the dollar amount of each wires and limits in the numbers of wire transactions ordered by Customer within a certain period of time.

D- REMOTE DEPOSIT CAPTURE TERMS AND CONDITIONS

1. Description of the Service and Restriction on Use. The Remote Deposit Capture Service ("RDC Service") and the Internet-based RDC system allow the Customer to capture an electronic image of an original physical paper check and transmit the image of the check to Bank for deposit in Customer's Accounts. The RDC Service also provides access to, and the ability to export and print, deposited check images and remittance coupon images as well as reports regarding Customer's use of the RDC Service. The RDC may not be used outside of the United States. Customer may select the RDC Service for each Account ("Designated Account(s)"). Customer's selection of the RDC Service for an Account must be reflected in an RDC Service Implementation Form.

2. Required Hardware and Software. Before Customer can use the RDC Service, Customer must have a personal computer capable of Internet access, a scanner, and the related software needed to capture electronic images of checks previously approved or provided by the Bank. Bank may, at its sole discretion, conduct an on-site inspection, at any time and from time to time, of the Customer's Place of business to ensure compliance with the provisions of this Master Agreement.

3. RDC Service Authorized Representative. Except for the specific restrictions available in TreasuryConnect that Customer has activated, each Authorized Representative identified by the Customer in a TreasuryConnect Enrollment Form or each User identified by the

Authorized Representative in the RDC Implementation Form or by any other means acceptable by the Bank ("RDC Service Authorized Representative"), is authorized by Customer to give instructions to Bank on behalf Customer or Customer's Affiliate, to order wire transfers, to verify the total dollar amount of the wire entries, submitted to Bank in a manner acceptable to Bank, or through the use of Bank's phone authorization. Customer is responsible for maintaining up-to-date email and telephone contact information for Customer's RDC Service Authorized Representative, in order for Bank to send notices to and contact Customer's RDC Service Authorized Representative as contemplated in this Master Agreement and the Governing Documentation. Details on how Customer establishes and terminates security Administrator and User rights are addressed in this Master Agreement. Given the ability of an Administrator to create additional User(s) the term "RDC Service Authorized Representative" therefore includes not only the primary Administrator but any other Secondary Administrator or User who is granted administration entitlements by the Authorized Representative. Given the flexibility that is designed into the RDC system to enable this cascading of administrative and user rights for the benefit of customers who require it, as a matter of Customer's internal control policies, Customer must consider carefully the person Customer will name as RDC Service Authorized Representative and Customer must develop procedures to routinely monitor the actions of all Customer's Administrator(s) and those to whom the primary Administrator has given RDC access as a RDC Service Authorized Representative. Except for the specific restrictions available in TreasuryConnect that Customer has activated, each of Customer's RDC Service Authorized Representative, has all of the rights and responsibilities given to them in the Master Agreement in addition to the rights and responsibilities contained in these RDC terms and conditions and related reference materials.

4. Deletion of Accounts Associated with the RDC Service. If Customer wants to completely delete an Account that is included in Customer's implementation of the RDC Service, an authorized signer on the Account must contact the Bank and make this request by filling out the corresponding maintenance form.

5. Eligible Checks. Customer agrees to capture and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"), and that the image of the check transmitted to Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. Customer agrees that it will not transmit and deposit any of the following types of checks or other instruments which shall be considered ineligible items for purposes of the RDC Service:

- i. Checks payable to any person other than Customer;
- ii. Checks that have been altered in any way, or that Customer knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- iii. Checks payable to Customer jointly with one or more other persons;
- iv. Checks that contain evidence of alteration to the information on the check;
- v. Checks previously converted to a "substitute check", as defined in Reg. CC;
- vi. Checks that are remotely created checks, as defined in Reg. CC;
- vii. Checks drawn on a financial institution located outside the United States;
- viii. Checks not payable in United States currency;
- ix. Checks dated more than 6 months prior to the date of deposit;
- x. Checks payable on sight or payable through drafts, as defined in Reg. CC;
- xi. Checks with any endorsement on the back other than that specified in these RDC Service terms and conditions;
- xii. Checks that are drawn or otherwise issued by the U.S. Treasury Department;

xiii. Checks that have previously been submitted through RDC Service or through the remote deposit capture service offered at any other financial institution, or that have otherwise been deposited with the Bank or any other financial institution, including checks that have been returned unpaid;

xiv. Checks that are "non-negotiable";

xv. Traveler checks;

xvi. Personal money orders; or

xvii. Cashier's checks.

6. RDC Service Authorized Representative. Except for the specific restrictions available in TreasuryConnect that Customer has activated, each RDC Service Authorized Representative, is authorized by Customer to give instructions to Bank on behalf Customer or Customer's Affiliate related to the RDC Service, to order remote deposits transactions, to verify the total dollar amount of the remote deposits transactions, submitted to Bank in a manner acceptable to Bank, or through the use of Bank's phone authorization. Customer is responsible for maintaining up-to-date email and telephone contact information for Customer's RDC Service Authorized Representatives, in order for Bank to send notices to and contact Customer's RDC Service Authorized Representative as contemplated in this Master Agreement and the Governing Documentation.

7. Using RDC to Capture and Transmit Check Images. In order to use the RDC Service, an RDC Service Authorized Representative must log on using the Security Credentials. After a RDC Service Authorized Representative has logged on, the RDC Service Authorized Representative will be required to provide Bank a total for each deposit that he/she intends to transmit. This total refers to the total dollar amount of all checks included in a particular deposit. After the RDC Service Authorized Representative has entered the total for a deposit into the RDC system, the RDC Service Authorized Representative may capture images of original physical paper checks that meets the eligibility and image quality standards in these RDC terms and conditions. All such standards are referred to as the "RDC Standards". As the RDC Service Authorized Representative captures an image, the RDC system will determine if the image satisfies the RDC Standards. If an image satisfies the RDC Standards, the RDC system will accept it with it. If the RDC system determines an image does not satisfy the RDC Standards, the RDC system will reject the nonconforming image and ask the RDC Service Authorized Representative to either: a) rescan the check; or, b) for certain types of limited image quality failures, confirm the RDC Service Authorized Representative's desire to submit the image as captured. Please note that the inclusion of the ability for an RDC Service Authorized Representative to submit an image as captured in the RDC system in certain limited situations does not relieve Customer of the representations and warranties Customer makes with respect to each image Customer transmits to Bank. Once all of the images for a deposit have been scanned, the RDC system will provide the RDC Service Authorized Representative a summary of the deposit and ask the RDC Service Authorized Representative to submit the deposit to Bank. Once the RDC Service Authorized Representative has submitted a deposit, it may not be cancelled.

8. Processing of Images. Once Bank has received a deposit, Bank will, at its option, use each accepted check image to process the check image as an electronic item or to create a substitute check. If Bank uses an image to create a substitute check, Bank will process that substitute check for deposit to Customer's Account and forward it through the check collection channels that Bank would otherwise have used to present the original paper check to the Bank on which the check is drawn. If Bank elects to process an image and associated Information as an electronic item, Bank will process that image for deposit to Customer's Account and forward it for presentation to the bank on which it is drawn through the electronic item collection channels that Bank would otherwise use to present an electronic item to such bank. In either event, Customer's deposit will be subject to the terms of any agreement Bank has with other financial institutions relating to the presentation of substitute checks or electronic items.

9. Deposit Credit and Alternative Deposit Methods. Bank must receive Customer's deposit on Business Days before the cut-of time applicable to the RDC Service, except during maintenance periods, or such other hours as established by Bank from time to time, in order for Customer to receive credit for that deposit on that Business Day.

Deposits received after the deadline will be considered deposited on the next Business Day. Deposits submitted on a Saturday, Sunday or holiday will be considered deposited on the next business day following the weekend or holiday. Bank are not liable for any delays or errors in transmission of the images. If the RDC Service is not available, Customer must make Customer's deposits by another method, such as an In-person deposit at one of Bank's branches.

10. Funds Availability. Bank will make funds for each substitute check or electronic item that Bank process for deposit to Customer's Account available to Customer under the same schedule that would have applied if Customer had deposited the original paper check to Customer's Account.

11. Returns and Rejected Images. If Bank determines an image is not in a satisfactory form or is a duplicate, Bank may reject the nonconforming image or duplicate item. This means that the item is not accepted for deposit and it will be sent back to Customer for reasons of poor quality, missing images or duplicate items. A summary debit adjustment will be made to Customer's Account, in situations where Customer was given credit for the item, and a debit advice will be sent to Customer. In addition to satisfying Bank's RDC Standards, any image included in a deposit must also satisfy the quality standards of the Federal Reserve Bank or other collecting bank to which Bank has forwarded an image for collection ("Collecting Quality Standards"). Bank will send Customer all check images which fail to meet RDC Standards and Collecting Quality Standards. There are no specific timelines for these types of adjustments. They are, however, usually completed within thirty (30) business days of deposit. If an image is rejected for failing to meet the RDC Standards or the Collecting Quality Standards, Customer must take corrective action to either recapture the image and submit it in a new RDC file transmission; or submit the original check for deposit.

12. Original Checks and Capture Images. Customer agrees to use commercially reasonable security procedures to safeguard the original physical paper checks, images of them in Customer's possession both before and after Customer has transmitted images of such items to Bank. Customer also agrees to make all such items available to Bank promptly upon Bank's request. Customer also agrees to establish reasonable retention and destruction schedules, policies and procedures for paper checks that are retained by Customer after they have been scanned and submitted for deposit and to employ methods to stamp or mark the front of such items as having been previously deposited, and to establish general internal control procedures related to physical and logical security related to access, transmission, storage, and disposal of items Customer has transmitted for deposit.

13. Customer's Representation and Warranties. Customer represents, warrants and agrees that it will not:

- i. Capture or transmit more than one image of any original check;
- ii. Negotiate, deposit, or otherwise transfer any original check to Bank or to any other person or entity after Customer has captured an image of it;
- iii. Transmit an image of any original check to Bank that Customer has previously transmitted or given to any other person or entity;
- iv. Transmit an image of any original check to any other person or entity after Customer has transmitted it to Bank;
- v. Transmit an image of any original check if that check has been used as a source document for the initiation of an ACH or other electronic debit; or
- vi. Use any original check as a source document for the initiation of an ACH or other electronic debit after Customer has transmitted an image of (or associated information regarding) that check to Bank.

Customer also makes all of the representations and warranties to Bank with respect to each check image that Customer transmit to Bank that Customer would have made under the Uniform Commercial Code (UCC) if Customer had deposited the original physical paper check into Customer's Account.

In addition, Customer represents and warrants to Bank with

respect to each captured check image and associated information Customer transmit to Bank that:

i. The image (i) accurately represents all of the information on the front and back of the original physical paper check at the time it was received by Customer and at the time the image was captured; and (ii) are otherwise sufficient for Bank to satisfy Bank's obligations as the truncating and reconverting bank; and

ii. No person or entity will receive a transfer, presentment or return of, or otherwise be charged for: (i) the original check; (ii) an electronic item or substitute check other than the one that Bank create from the image; or (iii) a paper or electronic representation of the original check or of a substitute check other than the one that Bank creates from the image, such that the person or entity will be asked to make a payment based on a check that it has already paid.

14. Duty of Cooperation, Document Production, Audit. Customer agrees that it shall make original and imaged documents available to Bank to facilitate investigations related to unusual transactions or poor image quality transmissions, or to resolve disputes. Customer further agrees that Bank, at Bank's option, upon prior notice, may perform periodic audits of Customer's processes related to the use or proposed use of the RDC Service including Customer's IT, security and internal control infrastructure related to Customer's use of the RDC Service. Customer agrees that Bank has the right to mandate specific internal controls at any of Customer's locations that use the RDC Service where Bank deem such actions necessary to protect the security and integrity of the RDC Service or where required or expected by bank regulators, and that Bank may terminate the service if Customer refuses to implement such controls. Customer further agrees that Bank has the right, in general, to terminate the RDC Service pursuant to the rights of termination stated in the Master Agreement and/or to delay or refuse to process RDC transactions.

15. Customer Indemnification Obligations. In addition to any other obligation Customer has to indemnify Bank, Customer agrees to defend, indemnify, protect and hold Bank, its affiliates, its vendors and its respective officers, directors, employees, attorneys, agents, and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to (a) the use of the system or service to capture an image of a remotely created check; (b) Customer's use of the RDC system or the RDC Service in a manner other than as expressly provided in these RDC terms and conditions and the Master Agreement; or (c) the receipt by any person or entity of: (i) an electronic item; (ii) a substitute check; or (iii) a paper or electronic representation of the original check or the substitute check that Bank creates from a captured check image that Customer transmit to Bank, instead of the original check.

E- Positive Pay Terms and Conditions

1. Description of the Service. The Positive Pay Service ("Positive Pay Service") allows de Customer to give the Bank instructions to pay or return certain checks that the Customer believes may be fraudulent or not validly issued. Customer may select the Positive Pay Service for each Account ("Designated Account(s)"). Customer's selection of the Positive Pay Service for an Account must be reflected in a Positive Pay Implementation Form or any other equivalent form that the Bank accepts from time to time for the activation of the Positive Pay Service.

2. Positive Pay Service Process.

a. Customer must transmit to Bank a file ("Issue File") with the list of checks it has issued against any Designated Account that is included in Customer's Positive Pay Implementation Form for the Positive Pay Service. The Issue File must be presented by customer in a in a format pre-approved by the Bank. Customer must send Bank a separate Issue File for each Designated Account.

b. Bank must receive the Issue File by such hour as established by Bank from time to time on a Business Day and at least one (1) hour prior to the checks' issuance (or such other hours as established by

Bank from time to time); and it must contain the Designated Account number, serial number, dollar amount, issuance date of any issued check, payee name and any other information that the Bank may request from time to time.

c. Once the Bank has received Customer's Issue File, Bank will compare the information in that Issue File with the information in Bank's systems with respect to checks (a) that have been presented to Bank through normal checks clearing channels for payments against the Designated Account and that Bank has posted to the relevant Designated Account; and (b) for which Bank has provisionally settled. The review will take place during the Business Days;

d. Customer authorizes Bank to pay and charge the relevant Designated Account the amount of each check that matches the information in Customer's Issue File;

e. Bank will notify Customer of each presented check that is not included in the Issue File or that reflects information that does not match the information in the Issue File;

f. The Bank will update the Issue File with the information of (a) checks paid by the Bank in accordance with this Agreement; and (b) checks that the Customer has requested that the Bank reject such as those for which it has placed a stop payment. All checks will remain on the Issue File with the corresponding status.

g. The checks that are not listed, or for which the information does not match, are referred to as "Suspect Checks". Customer must instruct Bank to pay or return each Suspect Check each Business Day by such hour as established by Bank from time to time. The Customer waives any claim of wrongful dishonor of any such checks returned unless it has provided timely instructions to pay any such checks.

h. Under the "Return Default" option, Customer authorizes Bank to return unpaid each Suspect Check unless Bank receives an instruction from Customer to pay it before the payment decision deadline;

i. Even if Customer selects a Return Default option, Bank may post, finally pay and charge against the relevant Designated Account a Suspect Check when (a) as otherwise provided below, Suspect Checks are presented over the counter in one of the Bank's branches; and, (b) Suspect Checks that Bank believes in good faith result solely from encoding errors;

j. Bank may give the option to Customer of not providing information in its Issue File on one or more checks attributes (such as the payee name) that the Positive Pay Service is capable of matching;

k. Bank may also give Customer the option to not provide information in Customer's Issue File for certain items in situations where Customer deems it necessary to avoid mismatch situations, such as instances where Customer believes an item has already been legitimately paid. For the avoidance of doubt, not matching all available check attributes or not including information for all items increases the risk that a fraudulent check will not be detected as a mismatch check. Accordingly, if Customer makes the business decision to not provide information in an Issue File with respect to all available check attributes (or if Customer decides not to provide an issued record at all, for example, in instances where Customer believes an item has already been paid), Customer agrees that, in addition to the other limits on Bank liability provided by this Master Agreement, Bank will not be liable for paying any check that is fraudulent with respect to the attributes for which Customer failed to provide Bank information (or for paying an item for which Customer chooses to provide no issued record), so long as Bank otherwise satisfied its duty of care with respect to the other aspects of the Positive Pay Service in processing that check.

3. Teller Access Service. As part of the Positive Pay Service, Bank will also make Customer's Issue File available to Bank's branches to assist Bank's tellers in cashing checks. This is referred to as "Teller Access". Bank provides Teller Access as a measure to prevent fraud involving checks presented to teller for cashing. Using Bank's Teller Access service is a way to defend against that form of fraud. If a check presented for payment over the counter in one of Bank's branches against an Designated Account that uses Teller Access (a) is presented before Bank has received and processed an Issue File for such check; or (b) is a Suspected Check, Bank will attempt to

obtain approval for payment of the Suspected Check by calling the RDC Service Authorized Representative for the relevant Designated Account in the service application for this service (jointly "Positive Pay Service Representatives"). Bank will make no more than two attempts to contact any Positive Pay Service Representatives for the relevant Designated Account. Except for the specific restrictions, each Positive Pay Service Representative is authorized to instruct Bank to pay or return any mismatch check. If the Positive Pay Service Representatives Bank contacts instructs Bank to pay the check, then Customer has authorized Bank to finally pay the check and charge it against the relevant Designated Account. If Bank is unable to contact a Positive Pay Service Representative, or the Positive Pay Service Representative Bank contacts does not instruct Bank to pay the Suspected Check, then Customer has authorized Bank to return the check unpaid to the person presenting it to Bank. Bank's documentation showing that Bank contacted or attempted to contact Customer's Positive Pay Service Representative Bank will be conclusive evidence as to the reason for the action taken by the Bank.

4. Transmission of Information. Bank will transmit information regarding Suspected Checks by using electronic means. Customer must transmit Customer's Issue File and Customer's pay or return decisions to Bank by using TreasuryConnect. Customer's Issue Files and pay or return decisions must be in a format approved by the Bank. If for any circumstance the relevant online service is not available, the Bank and Customer will agree upon alternative delivery method and process to be used for the transmission of the Issue Files and/or Customer's pay or return decisions by the Customer to Bank.

5. Limits on Bank's Liability. Customer acknowledges that when providing the Positive Pay Service Bank will rely on information and instructions Customer gives to Bank and that Bank is not required to inspect any attribute of a check (other than those included in the relevant Issue File) that is processed through the Positive Pay Service. As a result, Customer agrees that in addition to any limitations on Bank's liability under the Master Agreement Bank will not have any liability for (a) following instructions Bank receives from any person Bank believes in good faith is one of Customer's Positive Pay Service Representatives; or, (b) paying or returning any check in accordance with this Master Agreement, including any check that (i) bears a forged or unauthorized signature or is counterfeit or otherwise not validly issued or (ii) is altered or otherwise fraudulent with respect to an attribute that the Positive Pay Service is not designed to match. Moreover, Customer acknowledges that the Positive Pay Service is not a substitute for Bank's stop payment service and Customer agrees not to report an item as "void" if it has released the item. The Bank will not be liable for the return or payment of any check if it does not receive timely and accurate instructions from the Customer with respect to adding or removing such check to or from the Issue File.

6. Recording of Telephone Conversations. The Customer and the Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either Party by use of any reasonable means.

7. Suspension of Services. Customer agrees that it will be in material breach of this Master Agreement if Customer repeatedly fails to meet any of the deadlines applicable to this Service or if Bank receives an excessive number of checks not on the Issue Files submitted by Customer or for which the information Customer supplied is not accurate and not consistent with the information on checks that have been legitimately presented against a Designated Account. In addition to any other rights Bank may have under this Master Agreement or Applicable Laws, Bank may immediately suspend or terminate Customer's use of the Positive Pay Service under such circumstances.

F- Zero Balance Account Terms and Conditions

1. Description of the Service. The Zero Balance Account ("ZBA") service allows Customer to manage its cash flow by aggregating daily debit and credit entries from subsidiary Account(s) ("Subsidiary Account(s)") to a primary demand deposit Account ("Master Account").

2. Setting the Subsidiary and Master Accounts by Customer. Customer may use the ZBA service by completing a Zero Balance

Implementation Form provided by the Bank ("ZBA Service Confirmation"), where customer will designate the Subsidiary Accounts, the Master Account and the ledge balance that each Subsidiary Account must have at the end of each Banking Day ("Target Balances").

- 3. Daily Posting and Funding.** Customer instructs and authorizes Bank to transfer funds, at the end of each Banking Day, between the Master Account and the Subsidiary Account(s) in order to bring the respective balance of the Subsidiary Account(s) to the Target Balances. When Bank posts these entries to a Master Account, Bank will also post offsetting entries to the relevant Subsidiary Account. Any debit to a Subsidiary Account that reduces the balance in the Subsidiary Account to a sum less than the Target Balance will be funded automatically from such Master Account. Customer may draw checks (or arrange for other debits) against the Master Account and/or Subsidiary Account. Bank will pay those checks up to the collected and available balance on deposit in the Subsidiary and/or Master Account. Customer agrees to maintain sufficient available balances at all times in each Master Account identified in the ZBA Service Confirmation for this service to cover any debit activity and the Target Balances of each Subsidiary Account funded by that Master Account, as well as any debits presented directly against that Master Account. Bank is not obliged to pay checks, drafts, withdrawals requests or other debits presented against a Master Account or a Subsidiary Account unless there are sufficient funds on deposit in the applicable Account.
- 4. No Fiduciary Obligation to Customer.** CUSTOMER AGREES THAT BANK IS NOT ACTING AS A FIDUCIARY WITH RESPECT TO FUNDS IN EITHER THE MASTER ACCOUNT OR IN ANY SUBSIDIARY ACCOUNT AND THE TRANSFERS BETWEEN THESE ACCOUNTS.
- 5. Different Ownership of the ZBA Accounts and Assumption of Liability.** The Customer and the Customer's Affiliate owner of each the Master and Subsidiary Account jointly and severally accept any liability for co-mingling and/or for the movement of funds between the Master and Subsidiary Accounts.
- 6. Duration and Changing of Options.** Once Bank has included the information from Customer's ZBA Service Confirmation in its implementation of the ZBA service, Bank will post the net amount of all debits and credits from each Subsidiary Account to the relevant Master Account in accordance with the selection reflected in that ZBA Service Confirmation until (a) Customer's use of the ZBA service or the Master Agreement is terminated; or (b) Customer modifies its previous selections made in the ZBA Service Confirmation and Bank has had reasonable time to act on such modification before Bank receives the relevant debits or credits.
- 7. Termination of Service.** Bank may terminate the ZBA service immediately by giving Customer notice of termination. Customer may terminate the ZBA service by giving Bank notice of termination, provided that any termination by Customer will not be effective until Bank has had reasonable time to act on Customer's notice.

G- Lockbox Service Terms and Conditions

- 1. Description of the Service.** The Lockbox Service ("Lockbox Service") is intended to facilitate the receipt and processing of Customer's accounts receivable remittances, and their endorsement and deposit in the Account(s) that the Customer designates ("Designated Account(s)").
- 2. Processing of Deposits.** Bank will establish one or more post office boxes or lockboxes in Customer's name ("Customer's Lockbox") as specific in the Lockbox Service Implementation Form. On each banking day after a Customer's Lockbox has been established, Bank will process the checks, drafts and money orders (all of which are referred to as "Items") received in a Customer's Lockbox in accordance with Customer's instructions in effect at the relevant time and send Customer deposit advices for those Items.
 - i. Endorsement.** Bank will endorse Items for deposit with Bank's standard endorsement and deposit them to the Designated Account. Bank will not be liable for any failure to endorse an Item properly.
 - ii. Return of Items.** If Customer has more than one Customer's Lockbox, Customer must designate the Customer's Lockbox through which Bank should process the Item. If Customer receives an Item

from Bank or is given access to it via Image Browser, (as defined below) and Customer or Bank discovers that such information was intended for another lockbox customer, and was mis-delivered to Customer or erroneously posted to Customer's Image Browser, Customer agrees to refrain from accessing such information until Bank can delete it from such archive. Customer also agrees to take steps to delete such Item(s) from any other archive to which Customer may have downloaded such information and must certify destruction and/or return of all such information to Bank upon request. Due to the possible implications to the privacy rights of the individuals to whom such information rightfully belongs, it shall be a material breach of the Master Agreement to fail to immediately comply with any aspect of this provision. In addition, to any other right available, Bank may immediately terminate the Lockbox Service and other services Customer receives as a result of any breach of this provision.

iii. Inspection of Items. An Item containing a payee or endorsee name that those not reasonably correspond to an Acceptable Payee(s) list Customer has given Bank, or a reasonable variation thereof, the Item will not be deposited. If an Item's written and numeric amounts differ, and the written amount is not ambiguous, the Bank will credit to the Company's account the written amount. If the Bank cannot determine the amount of the Item, it will not be deposited. Bank will not inspect an Item for the drawer's signature or the date. Unless otherwise agreed in writing and in exchange for the payment of a separate per Item fee, Bank will also not inspect any Item and/or accompanying correspondence in an effort to identify "payment in full" or other similar payment dispute language. Bank will not be liable for any loss resulting from processing any such Items, including any Item Bank may inspect in an effort to identify "payment in full" or similar payment dispute language due to multiple ways debtors may attempt to annotate documents to avoid or extinguish debts owed to Customer. Any effort to locate such Items shall be on a best effort basis only. As part of processing an Item, Bank will also enter date regarding certain aspects of an Item (such as the drawer's name and the account invoice number shown on the Item) into the data file Customer will receive. Customer agrees that Bank will not be liable for errors entering any of the data. Finally, Customer agrees that Bank does not fail to exercise ordinary care to inspect an Item solely because Bank processes it in a manner inconsistent with this paragraph. Checks will be validated against the rules and regulations which govern the Designated Account with the Bank as set forth in the Understanding Your Deposit Agreement as it may be amended from time to time.

iv. Cash and Other Property. Bank will deposit any cash received in a Customer's Lockbox into the Designated Account. Any property other than Items, cash and related remittance material received in a Customer's Lockbox will be sent to Customer. Customer agrees that Bank has no liability for any cash or other property received in a Customer's Lockbox.

v. Remittance Materials. Bank will only return to Customer the original remittance material (such as invoices, payment coupons, correspondence and the like) received in a Customer's Lockbox if the instructions in effect at the relevant time direct Bank to return those materials. Customer agrees that Bank is not liable for loss, theft, or damage to such materials after they leave Bank's possession. Bank will destroy the original remittance material within ten (10) days after Bank received them. Once Bank destroys the original remittance material, the images of them that Bank may capture during their processing will be the only source of information about their contents. Customer agrees that Bank will have no liability for any missing image or if any image Bank captures is not legible.

vi. Affiliate Deposits. If Customer has not given Bank an acceptable payee list, Customer represents and warrants to Bank that Customer has the authority to have each Item received in a Customer's Lockbox endorsed and deposited into Customer's Account(s), even if the payee name on an Item is not Bank's name as shown in Bank's records.

vii. Return Items. Unless otherwise stated in the instructions, Bank will handle dishonored or returned Items in accordance with Bank's rules and regulations for deposit accounts in effect at the relevant time.

- 3. Fees and Expenses.** Any and all applicable fees and expenses incurred by Bank (such as P.O. Box rental, exchange charges,

postage due charges and other charges) in connection with the Lockbox Service will be charged to the Designated Account.

- 4. Image Browser.** The browser service ("Browser") provides Customer with internet-based access to view data in Customer's Lockbox with different viewing parameters and search capability for checks and documents information using a specific date or other search criteria.
- 5. Termination.** If Customer's use of the Lockbox Service or the Master Agreement is terminated, Bank will complete the processing of Items it received prior to the terminated date. For a period of ninety (90) days after the termination date, Bank will forward all Customer's Lockbox remittances to Customer or as Customer may otherwise direct. After that time, all remittances are returned to sender. The Customer's Lockbox(s) billing account must remain open and active during the mail forwarding period.

PART 3 | Affiliate Agreement

(to be executed by Customer Affiliate(s))

This agreement ("Affiliate Agreement") will apply to any customer or prospective customer ("Customer Affiliate") of Amerant Bank, N.A. ("Bank") that desires the Bank to link and include all its bank accounts to the treasury management services offered by the Bank ("Services") in accordance with the request made to the Bank by its parent company or affiliate (the "Customer") under the Governing Documentations (as defined below).

- 1. Introduction.** The Customer has agreed to be bound by the terms and conditions in the Bank's Treasury Management Master Agreement and other agreements and documents that applies to the Services (collectively, the "Governing Documentation"). By executing this Affiliate Agreement, each Customer Affiliate specified below, is authorizing and empowering the Customer to request the Bank to include any or all of its bank accounts of such Customer Affiliate in the Customer's setup for one or more of the Services used by the Customer. Due to the potential risk that this empowerment pose to the Customer Affiliate, The Bank will only take this action if the Customer and the Customer Affiliate requesting such inclusion are willing to be subject to this Affiliate Agreement.
- 2. Consent and Authority.** By signing this Affiliate Agreement, each Customer Affiliate listed below consents to the inclusion of all current or future accounts it maintains with the Bank in Bank's implementation of the Customer's setup for any current or future services requested by the Customer. Such inclusion by Customer may occur immediately for all the Customer Affiliate's accounts or may occur selectively by account over time based upon the needs and desires of the Customer.

Each such Customer Affiliate agrees that the Customer will have full authority to disburse funds from such Customer Affiliate's accounts for any purpose, authority to determine which services are used in connection with such accounts, and authority to make elections or decisions regarding options, features, or other elements of the Services, including security features. To the extent such accounts were previously included in its implementation of the Customer's setup for any of the Services, each such Customer Affiliate consents to that previous inclusion and ratifies all transactions and other activity that were initiated or taken by Customer with respect to such Customer Affiliate's accounts. Customer and such Customer Affiliate each also acknowledge and agree that such Customer Affiliate continues to maintain concurrent ability to access all such accounts and the funds in them, including the ability to make deposits and withdrawals from such accounts via standard deposit services available to such Customer Affiliate. Therefore, Customer and such Customer Affiliate indemnify and hold the Bank harmless from any claims, judgments, damages, costs, liabilities, interest, losses or expenses, including reasonable attorneys' fees and court costs and expenses, relating to any conflicting instructions we may receive from either of them or disputes between them regarding the funds deposited to such accounts or any withdrawal from such accounts.

- 3. Agreement to be Bound.** By signing this Affiliate Agreement, each Customer Affiliate listed below agrees that it is bound by all of the terms and conditions set forth in the Governing Documentation to the same extent as if it actually executed them. If any such Customer Affiliate does not have copies of any of those documents they will be

provided upon request. Each reference to Customer Affiliate in the Governing Documentation will be deemed to be a reference to such Customer Affiliate and to the Customer, acting jointly and severally. The Customer and each such Customer Affiliate also agree that the Customer and each such Customer Affiliate are jointly and severally liable for all indemnification, confidentiality and other obligations to the Bank under the Governing Documentation related to the activities with respect to such Customer Affiliate's accounts or that may impact such Customer Affiliate's accounts, whether such activities occur at the direction of Customer or such Customer Affiliate. Each such Customer Affiliate agrees further that, should such Customer Affiliate desire to request and approve any Services that are governed by the Governing Documentation specifically for such Customer Affiliate's own use (rather than services to be provided to the Customer Affiliate at the Customer's direction and under Customer's setup) the Customer Affiliate will be required to execute the appropriate Treasury Management Agreement(s) in its own name and will be required to implement such services in its own name.

- 4. Acceptance Security Procedures.** Each Customer Affiliate agrees that the Security Procedures implemented by the Bank for the Services and are commercially reasonable methods of providing security against unauthorized transactions in light of each Customer Affiliate's circumstances. Each Customer Affiliate has freely and voluntarily chosen to empower the Customer to execute transactions in its account(s) through the Services, even though the Bank offers other means of executing such transactions that offer varying degrees of security. Each Customer Affiliate assumes all risks associated with these security procedures and all damages, costs, expenses, losses and liabilities resulting from any failures of such procedures.

- 5. Representations and Warranties Related to Trust Accounts.** The Customer and each Customer Affiliate acknowledge that inclusion of any account which is designated as a trust account, escrow account, "for the benefit of" account, or account of similar designation, in the Customer's designated setup of any service may result in access to such Customer Affiliate's account -including use of the funds contained therein and access to information related to the beneficiaries of such account- by any user who is authorized by Customer to have such access. Customer and each Customer Affiliate represent and warrant that such inclusion and such access is not prohibited by any agreement by which either the Customer Affiliate or the Customer may be bound, and such inclusion and access do not violate any applicable law or any fiduciary or other duty or obligation that either the Customer Affiliate or the Customer may have with respect to such Customer Affiliate's account or the funds contained in it, and Customer and each such Customer Affiliate jointly and severally assume all risks associated with such inclusion and access. Customer and each such Customer Affiliate shall jointly and severally indemnify and hold the Bank harmless from any claims, judgments, damages, costs, liabilities, interest, losses or expenses, including reasonable attorneys' fees and court costs and expenses, that arise directly or indirectly from or in connection with such access and inclusion, and for any breach of any representations and warranties contained in this section made by Customer and by each Customer Affiliate. Customer and each such Customer Affiliate further represent and warrant that no account designated for inclusion in the Customer's setup of the services contains funds that are in any way governed by or subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), and Customer and each Customer Affiliate shall jointly and severally indemnify and hold the Bank harmless from liability for any loss of ERISA funds as a result of use of such accounts.

- 6. Amendments.** The Bank may amend, add, or delete any term and condition detailed in this Affiliate Agreement at any time. Generally, any additions, deletions or other amendments will be posted on Bank's website. To the extent and in the manner and timeframes required by law, the Bank will notify Customer Affiliate and Customer in advance of any changes that affects their rights and obligations. Each Customer Affiliate and Customer indicate their acceptance of any change Bank makes by continuing to use the Service after the change becomes effective.

- 7. Signature.** This Affiliate Agreement has been signed and delivered on behalf of each Customer Affiliate by the persons whose names are printed below. These persons represent and warrant to the Bank that they are authorized by each Customer Affiliate listed and that each such Customer Affiliate has taken all action required by its organizational documents to authorize him or her to sign and deliver Affiliate Agreement (and any other documents Bank may require

with respect to the inclusion of such Customer Affiliate's accounts in Bank's implementation of the Customer's setup for services). This Affiliate Agreement applies only to the Customer Affiliate(s) and Customer noted herein. In order to add additional Customer Affiliates, prospective Customer Affiliates must submit one or more additional agreements.

Tab F. Fee Proposal

Pricing Proposal Notes:

The bank is willing to provide 12 months of services without fees as an incentive to the City to transition accounts as well as a very aggressive cost saving analysis pricing.

- We prepared a Pricing Proforma based on the volumes on the current provider's statements from Exhibit B.
- There was also a Banking Services Price Sheet that we indicated our pricing on for your review. The volumes and number of accounts differed on this sheet from the analysis statements.
- Just in case, we prepared another proforma with the volumes from your Price Sheet to be fully transparent with fees.

FORM 12
PRICE PROPOSAL

AMERANT

City of Miami Springs	DATE:	May 2022
Average Daily Ledger Balance		\$2,425,943.00
Average Daily Collected Balance		\$2,419,480.00
Reserve Requirement		(\$241,948.00)
Net Collected Balance		\$2,177,532.00
Earnings Credit		\$739.76
Analyzed Services (Analysis Charge)/Excess Earnings Credit		(\$431.20)
		\$308.56

Earnings Credit	Reserve Requirement	Negative Balance Charge
0.400%	10.00%	17.50%

Description of Services Rendered	Unit Price	Units Used	Total Price	Balance Equivalent
DDA SERVICES				
DDA Account Maintenance Fee	\$5.00	4	\$20.00	\$64,516
Negative Balance Charge		0	\$0.00	
Deposits (via RDC, Local Branch, Misc. Credits)	\$0.35	139	\$48.65	\$156,935
Items Deposited	\$0.15	147	\$22.05	\$71,129
Items Paid (Checks, Misc Debits)	\$0.20	244	\$48.80	\$157,419
ACH Debits/Credits	\$0.15	180	\$27.00	\$87,097
Currency Deposited at Branch per 1,000.00	\$0.70	21	\$14.70	\$47,419
Stop Payments	\$10.00	0	\$0.00	\$0
Insufficient Funds Charge	\$35.00	0	\$0.00	\$0
Uncollected Funds Charge	\$35.00	0	\$0.00	\$0
TREASURYCONNECT				
Transaction Monthly Fee	\$15.00	1	\$15.00	\$48,387
Wire Transfer Module	\$5.00	1	\$5.00	\$16,129
REMOTE DEPOSIT CAPTURE				
RDC Monthly Fee	\$10.00	1	\$10.00	\$32,258
ACH SERVICE				
ACH Monthly Fee	\$10.00	2	\$20.00	\$64,516
ACH Fraud Control	\$5.00	4	\$20.00	\$64,516
POSITIVE PAY				
Positive Pay Monthly Fee	\$35.00	3	\$105.00	\$338,710
LOCKBOX SERVICE				
Lockbox Monthly Fee		0	\$0.00	\$0
ZBA				
ZBA Master Account(s) Monthly Fee	\$30.00	1	\$30.00	\$96,774
ZBA Sub Account(s) Monthly Fee	\$20.00	2	\$40.00	\$129,032
WIRE SERVICES				
Outgoing Domestic Wires	\$5.00	1	\$5.00	\$16,129
Outgoing International Wires (USD)	\$35.00	0	\$0.00	\$0
Incoming Domestic Wires	\$5.00	0	\$0.00	\$0
Incoming International Wires	\$12.00	0	\$0.00	\$0
Outgoing International Foreign Currency Wires	\$100.00	0	\$0.00	\$0
SWEEP ACCOUNT SERVICE				
Business Loan Sweep Monthly Fee	\$175.00	0	\$0.00	\$0
Total Analyzed Services			\$431.20	
Total Balance Equivalent for Balance Based Fees				\$1,390,968

DIRECT CHARGED SERVICES				
Deposited Items Returned	\$15.00	0	\$0.00	
Deposit Corrections	\$2.00	0	\$0.00	
Total Direct Charged Services			\$0.00	

Gross Analyzed Fees	\$431.20
Earnings Credit	\$739.76
Net Analysis Fee	\$0.00
Direct Charged Fees	\$0.00
TOTAL NET COST FOR ALL BANKING SERVICES	\$0.00

Member FDIC

AMERANT

City of Miami Springs		DATE:	May 2022
Average Daily Ledger Balance			\$2,425,943.00
Average Daily Collected Balance			\$2,419,480.00
Reserve Requirement			(\$241,948.00)
Net Collected Balance			\$2,177,532.00
Earnings Credit			\$739.76
Analyzed Services			(\$1,536.55)
(Analysis Charge)/Excess Earnings Credit			(\$796.79)

Earnings Credit	Reserve Requirement	Negative Balance Charge
0.400%	10.00%	17.50%

Description of Services Rendered	Unit Price	Units Used	Total Price	Balance Equivalent
DDA SERVICES				
DDA Account Maintenance Fee	\$5.00	4	\$20.00	\$64,516
Negative Balance Charge		0	\$0.00	
Deposits (via RDC, Local Branch, Misc. Credits)	\$0.35	450	\$157.50	\$508,065
Items Deposited	\$0.15	147	\$22.05	\$71,129
Items Paid (Checks, Misc Debits)	\$0.20	250	\$50.00	\$161,290
ACH Debits/Credits	\$0.15	180	\$27.00	\$87,097
Currency Deposited at Branch per 1,000.00	\$0.70	500	\$350.00	\$1,129,032
Stop Payments	\$10.00	0	\$0.00	\$0
Insufficient Funds Charge	\$35.00	0	\$0.00	\$0
Uncollected Funds Charge	\$35.00	0	\$0.00	\$0
TREASURYCONNECT				
Monthly Fee	\$15.00	1	\$15.00	\$48,387
Wire Transfer Module	\$5.00	1	\$5.00	\$16,129
REMOTE DEPOSIT CAPTURE				
RDC Monthly Fee	\$10.00	1	\$10.00	\$32,258
ACH SERVICE				
ACH Monthly Fee	\$10.00	10	\$100.00	\$322,581
ACH Fraud Control	\$5.00	10	\$50.00	\$161,290
POSITIVE PAY				
Positive Pay Monthly Fee	\$35.00	10	\$350.00	\$1,129,032
LOCKBOX SERVICE				
Lockbox Monthly Fee		0	\$0.00	\$0
ZBA				
ZBA Master Account(s) Monthly Fee	\$30.00	1	\$30.00	\$96,774
ZBA Sub Account(s) Monthly Fee	\$20.00	10	\$200.00	\$645,161
WIRE SERVICES				
Outgoing Domestic Wires	\$5.00	20	\$100.00	\$322,581
Outgoing International Wires (USD)	\$35.00	0	\$0.00	\$0
Incoming Domestic Wires	\$5.00	10	\$50.00	\$161,290
Incoming International Wires	\$12.00	0	\$0.00	\$0
Outgoing International Foreign Currency Wires	\$100.00	0	\$0.00	\$0
SWEEP ACCOUNT SERVICE				
Business Loan Sweep Monthly Fee	\$175.00	0	\$0.00	\$0
Total Analyzed Services			\$1,536.55	
Total Balance Equivalent for Balance Based Fees				\$4,956,613

DIRECT CHARGED SERVICES				
Deposited Items Returned	\$15.00	5	\$75.00	
Deposit Corrections	\$2.00	2	\$4.00	
Total Direct Charged Services			\$79.00	

Gross Analyzed Fees	\$1,536.55
Earnings Credit	\$739.76
Net Analysis Fee	\$796.79
Direct Charged Fees	\$79.00
TOTAL NET COST FOR ALL BANKING SERVICES	\$875.79

Member FDIC

Title: Banking Services		NAME OF BIDDER:		
Service Description	Estimated Monthly Volume			
Basis Points		High	Low	
Compensating Balance				
GENERAL SERVICES				
Checks paid	250	.20		
Credits posted	140	.35		
Checks returned w/ statement	1	0.00		
Cash deposit fee	500	70 per 1M		
Multiple statements	10	0.00		
Nonstandard cash process surcharge	10	70 Per 1M		
Account maintenance	10	5.00		
Non Depositor check cashing fee	10	0.00		
Master account maintenance	10	30.00		
Sub account maintenance	10	20.00		
Deposited items	450	.15		
Deposit corrections	5	2.00		
Overdraft fee	0	35.00		
NSF charge	0	35.00		
	0			
GENERAL SERVICES TOTAL				
RETURNS				
Deposited items-charged back	5	15.00		
Re-deposited items	5	0.00		
Returns special instruction-complex	5			
Telephone notification maintenance	0	N/A		
	0			
RETURNS TOTAL				

Title: Banking Services		NAME OF BIDDER:		
Service Description	Estimated Monthly Volume			
Basis Points		High	Low	
Compensating Balance				
ACH				
Misc Items Paid	70	.15		
File Processed	10	0.00		
Deposits	160	.15		
Maintenance	10	10.00		
ACH returns	10	.15		
ACH positive pay- maintenance	10	5.00		
ACH-WC plus single item	50	0.00		
ACH originated items- PPD debit	50	0.00		
ACH originated items- PPD credit	800	0.00		
ACH originated items- CCD debit	10	0.00		
ACH originated items- CCD credit	10	0.00		
Notifications of change	10	0.00		
ACH TOTAL				
CUSTOMER CASH LETTER				
Deposits	40	N/A		
Un-encoded deposit items	10	N/A		
CUSTOMER CASH LETTER TOTAL				
CASH SERVICES				
Disposable bags processed	10	N/A		
Cash deposit processing	150	70 per 1M		
CASH SERVICES TOTAL				

Title: Banking Services		NAME OF BIDDER:		
Service Description	Estimated Monthly Volume			
Basis Points		High	Low	
Compensating Balance				
PAID CHECK IMAGE -Positive Pay				
Paid check image maintenance	10	0.00		
Paid check image: CD-ROM per CD	10	N/A		
Paid check image viewed WC Advantage	10	0.00		
PAID CHECK IMAGE TOTAL				
ACCOUNT RECONCILIATION				
Outstanding issue items on file	1400	N/A		
Serial sort per item	220	N/A		
Basic positive pay maintenance	10	35.00		
Basic positive pay per item	220	0.00		
Positive pay exception item image	10	0.00		
Positive pay exceptions	10	0.00		
ACCOUNT RECONCILIATION TOTAL				
BANK CONNECTION				
Electronic advice report	120	0.00		
Advantage Pkg. 1 Account maintenance	10	15.00*		
Advantage Current day report access	60	0.00		
Advantage Pkg. 1 prior day item Tier 1-3	600	0.00		
Advantage current day item	270	0.00		
Advantage stop payment	10	10.00		
Advantage check status inquiry	10	0.00		
Advantage proactive notification	10	N/A		
BANK CONNECTION TOTAL				

*NOTE - Total charge for Online Account Access Portal. Not per Account(s).

Title: Banking Services		NAME OF BIDDER:		
Service Description	Estimated Monthly Volume			
Basis Points		High		Low
Compensating Balance				
GLOBAL WIRE TRANSFER *				
Account transfer	10	0.00		
Domestic transfer	20	35.00		
Account transfer credit	10	0.00		
Incoming wire	10	12.00		
Book transfer credit	10	0.00		
Wire transfer advice	10	0.00		
Wire template storage	15	0.00		
Debits posted	15	.15		
Electronic credits posted	10	.35		
GLOBAL WIRE TRANSFER TOTAL				
MISC SERVICES				
Implementation- One time Cost	0	0.00		
ACH Service	0	30.00		
CD-Rom Service	0	N/A		
ACH Fraud Control Acct. Set up	0	0.00		
ACH Fraud Control Filter Set up	0	0.00		
Wire Transfer Acct.	0	0.00		
Online treasury Manager Service	0	35.00		
Online Courier Optional	0			
OLC Wire Transfer Email Advice	0	N/A		
OLC Cash Position Report	0	N/A		
OLC ACH Return Report	0	N/A		
OLC DDA Statement	0	N/A		
OLC ACH Fraud Control Reject report	0	N/A		
OLC Analysis Statement	0	N/A		
MISC SERVICES TOTAL				
TOTAL BANKING CHARGES				

Tab G. Special Consideration

Executive Summary

We propose the following offer to The City of Miami Springs:

- A dedicated specialized banking team located in Miami, Florida with a combined 50 years plus experience working in the market.
- Favorable and very competitive pricing and an aggressive Earnings Credit Rate.
- Your relationship team will frequently work with the City to provide the highest yielding rates for your balances held at the bank.
- A transition allowance. Amerant is prepared to waive analysis fees for a period of one year to allow for transitioning the relationship.
- Amerant has a large portfolio of Commercial & Industrial clients and Commercial Real Estate clients using the services described in the RFP. Amerant is now targeting Municipalities. Many individuals on the team have worked with municipalities at prior banks and we are confident we can meet your needs.
- Complimentary vendor review for Amerant's commercial card program and an analysis of your Merchant Services platform.
- Personal banking program for all City employees (Amerant at Work)

Our Branch Location for The City of Miami Springs

Amerant's branch is 2.9 miles from City Hall on 2911 West 16th Avenue Hialeah, FL 33016. The Lobby Hours 9 am -4 pm, Drive In 9am 6 pm. This branch will be opening on August 15, 2022.

Recommendations

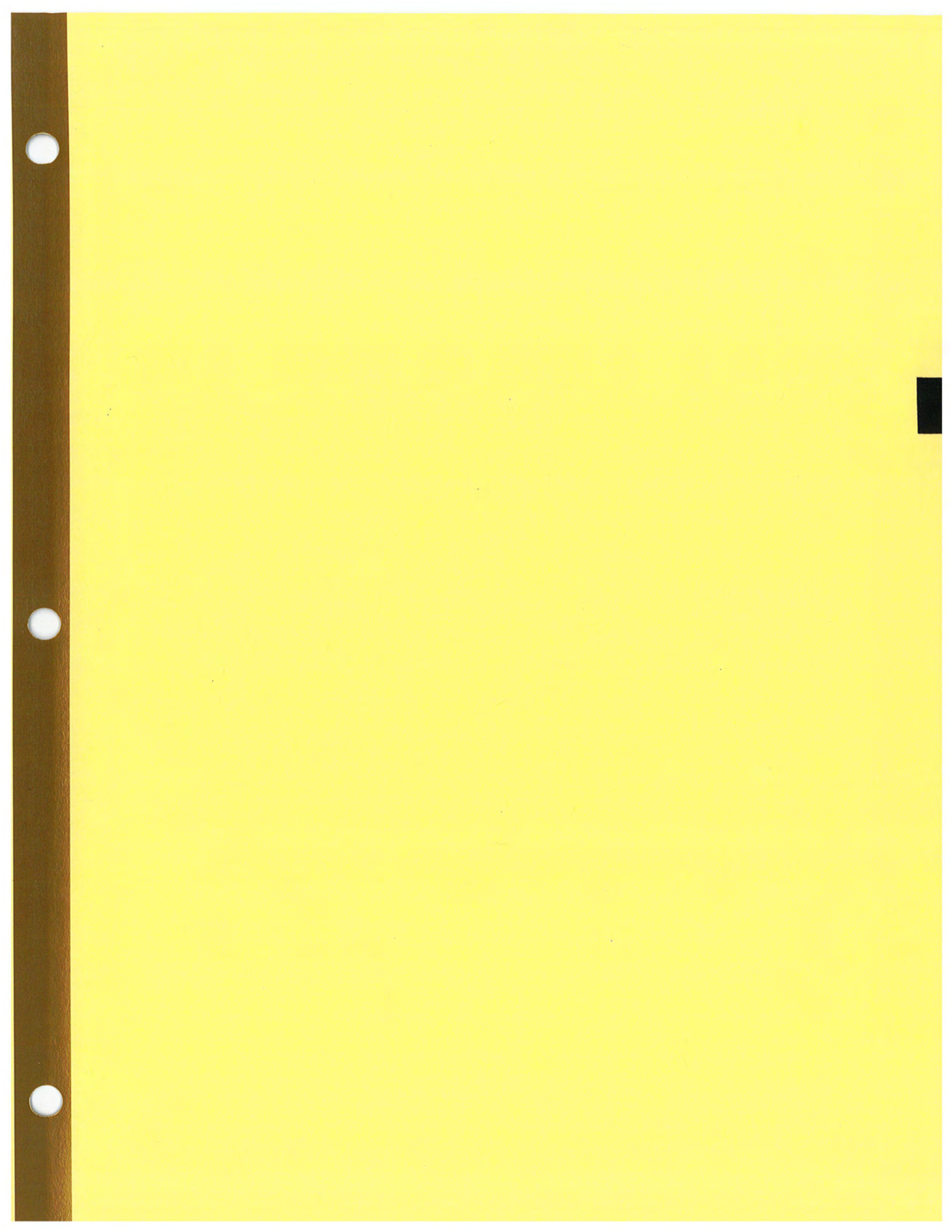
In addition to this proposal, some special services that we would bring to the City would be to reduce trips to the bank and have faster access to funds.

- This can be accomplished using the Remote Deposit Service for check collection. The bank would provide the equipment and assist with installation and training.
- We offer a Smart Safe solution that would provide specialized safes for cash deposits. Deposits are made daily to the safe and posted to the bank account but swept weekly by an Armored Car service. This would reduce trips to the bank, liability to City, and save in fuel costs.
- Online Payment Portals are also popular and can be used for consumers to pay for things like Building Permits and other expenses.
- The bank would make it easy for the City to reduce issuing checks and making electronic payments which saves costs internally and reduces the labor involved with issuing, printing, and mailing checks. Fraud exposure is also reduced. The bank offers ACH, Bill Payment, and Commercial Card options.

Pricing Proposal Notes:

The bank is willing to provide 12 months of services without fees as an incentive to the City to transition accounts as well as a very aggressive cost saving analysis pricing.

- We prepared a Pricing Proforma based on the volumes on the current provider's statements from Exhibit B.
- There was also a Banking Services Price Sheet that we indicated our pricing on for your review. The volumes and number of accounts differed on this sheet from the analysis statements.
- Just in case, we prepared another proforma with the volumes from your Price Sheet to be fully transparent with fees.



Tab H. Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	CONTACT NAME: PHONE (A/C, No, Ext): 305-591-0090		FAX (A/C, No):
	E-MAIL ADDRESS: certsmiami@mma-fl.com		
INSURED Amerant Bancorp Inc. 12496 NW 25th Street Risk Mgt Dept Coral Gables FL 33134	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Guarantee and Liability Ins Co		26247
	INSURER B: Certain Underwriters at Lloyd's		55555
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 766911565


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPO594454230	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPO594454230	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AUC427584419	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	WC982943211	12/1/2021	12/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability			FN2108248	11/1/2021	11/1/2022	Aggregate: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Miami Springs, its officials, employees, agents and volunteers, as Designated Organization, is an Additional Insured as respects General Liability. General Liability is primary and noncontributory. Waiver of Subrogation as respects General Liability in favor of Additional Insured. All of the above is applicable when required by written contract subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Miami Springs 201 Westward Dr Miami Springs FL 33166	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Tab I. Bid Security

FORM 13

BID SECURITY/BID BOND

"INTENTIONALLY OMITTED. BID SECURITY/BID BOND WAIVED BY CITY MANAGER."

[SPACE INTENTIONALLY LEFT BLANK]



Tab J. Forms

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

FORM 1
PROPOSAL CHECKLIST

- Form 1: Proposal Checklist
- Form 2: Company Qualifications Questionnaire
- Form 3: Certificate of Authority (Complete one of the two forms as applicable)
- Form 3A: Certificate of Authority (for Corporations or Partnerships)
- Form 3B: Certificate of Authority (for Individuals)
- Form 4: Acknowledgment of Addenda
- Form 5: Single Execution Affidavit
- Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
(Compliance with 49 CFR, §20.100(b))
- Form 7: Dispute Disclosure
- Form 8: Key Staff and Proposed Subcontractors
- Form 9: Reference Letters
- Form 10: E-Verify Affidavit
- Form 11: IRS Form W-9
- Form 12: Price Proposal
- Form 13: Bid Security/Bid Bond(unless waived)
- Form 14: Performance Bond & Payment Bond (unless waived)

Firm: Amerant

Date: 07/15/2022

Authorized Signature: Danny Rivera

Print or Type Name:  _____

Title: SVP

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____, (the
"Entity") held on _____, 20____, the following resolution was duly
passed and adopted:

"RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Proposal dated _____, 20____, on
behalf of the Entity and submit this Proposal to the City of Miami Springs,
and this Entity and the execution of this Certificate of Authority, attested
to by the Secretary of the Corporation, and with the Entity's Seal affixed,
will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity
this _____ day of _____, 20____.

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

FORM 3B
CERTIFICATE OF AUTHORITY
(If Individual)

I, _____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____ doing
business as _____, the
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of
the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit
this Proposal to the City of Miami Springs, and the execution of this Certificate of Authority,
attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Roman Osuna
Witness #1 Print Name: Roman Osuna

Witness #2 Print Name: _____

Signed, sealed and delivered by:

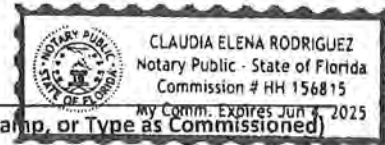
Danny Rivera
Print Name: Danny Rivera
Title: SVP

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 10 day of JULY, 2022 by Danny Rivera
(name of person) as SVP (type of authority) for _____
(name of party on behalf of whom instrument is executed).

Claudia Elena Rodriguez



Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

FORM 4
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum 1	<input type="checkbox"/> Addendum 6
<input type="checkbox"/> Addendum 2	<input type="checkbox"/> Addendum 7
<input type="checkbox"/> Addendum 3	<input type="checkbox"/> Addendum 8
<input type="checkbox"/> Addendum 4	<input type="checkbox"/> Addendum 9
<input type="checkbox"/> Addendum 5	<input type="checkbox"/> Addendum 10

Firm: Amerant _____

Authorized Signature:  _____ Date: 07/15/2022 _____

Print or Type Name: Danny Rivera _____ Title: SVP _____

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

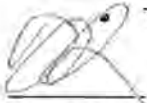
Amerant
NAME OF PROPOSING OR BIDDING ENTITY
59-1846933
FEIN OF PROPOSING OR BIDDING ENTITY

By: Danny Rivera
INDIVIDUAL'S NAME AND TITLE
Date: 07/15/2022

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.



Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt,

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

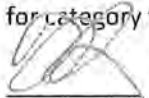
(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

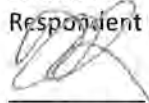
calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.



Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.



Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Miami Springs (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.



Respondent Initials

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Miami Springs or any person interested in the proposed Contract.



Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.



Respondent Initials

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Statements of Qualifications.
6. 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 Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.



Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

Respondent Initials

Truth in Negotiation Certificate

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida.



Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida. Consultant understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.



Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.**

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

In the presence of:

Rocío Cruz
Witness #1 Print Name: Rocío Cruz

Witness #2 Print Name: _____

Signed, sealed and delivered by:

[Signature]

Print Name: Danny Rivera

Title: SVP

Firm: Amerant

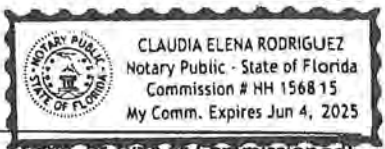
ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of July, 2022, by Danny Rivera (name of person) as SVP (type of authority) for _____ (name of party on behalf of whom instrument is executed).

[Signature]



Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: _____)
- Did take an oath; or
- Did not take an oath

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

FORM 6

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: Amerant

Authorized Signature: _____

Date: 07/15/2022

Print or Type Name: Danny Rivera

Title: SVP

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for the City of Miami Springs.

Firm: Amerant

Authorized Signature: 

Date: 07/15/2022

Print or Type Name: Danny Rivera

Title: SVP

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

**FORM 10
E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFP and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: Danny Rivera

Title: SVP

Witness #2 Print Name: _____

Firm: Amerant

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:


<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: Amerant _____

Authorized Signature:  _____

Date: 07/15/2022 _____

Print or Type Name: Danny Rivera _____

Title: SVP _____

FORM 14

FORM OF PAYMENT AND PERFORMANCE BONDS

PAYMENT BOND

"INTENTIONALLY OMITTED. PAYMENT BOND REQUIREMENT WAIVED BY CITY MANAGER."

PERFORMANCE BOND

"INTENTIONALLY OMITTED. PERFORMANCE BOND REQUIREMENT WAIVED BY CITY MANAGER."

[SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A – COPY OF RFP

[INSERT COPY OF RFP]



CITY OF MIAMI SPRINGS

REQUEST FOR PROPOSALS

No. 05-21/22

BANKING SERVICES

CITY COUNCIL

Maria Puente Mitchell, Mayor
Bob Best, Vice Mayor
Councilman Walter Fajet, Ph.D.
Councilwoman Jacky Bravo
Councilman Victor Vazquez, Ph.D.

CITY MANAGER

William Alonso

CITY CLERK

Erika Gonzalez, MMC

CITY ATTORNEY

Weiss Serota Helfman Cole + Bierman, P.L.

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222



PUBLIC NOTICE

RFP Name: Banking Services
RFP No.: 05-21/22

Mandatory Pre-Proposal Conference: **June 29, 2022 at 10:00A.M.(EST) Hybrid Meeting (In Person & Zoom**
City of Miami Springs -City Hall
201 Westward Drive – Second Floor – Council Chambers
Miami Springs, FL 33166
Zoom Meeting Details
<https://us02web.zoom.us/j/82798152608>
Meeting ID: 827 9815 2608
One tap mobile – 1-312-626-6799

Proposal Deadline: **July 19, 2022 at 2:30P.M.(EST) Hybrid Meeting in Person & Zoom**
City of Miami Springs -City Hall
201 Westward Drive – Second Floor – Council Chambers
Miami Springs, FL 33166
Zoom Meeting Details
<https://us02web.zoom.us/j/82706577084>
Meeting ID: 827 0657 7084
One tap mobile – 1-301-715-8592

NOTICE IS HEREBY GIVEN that the City of Miami Springs (“City”) is soliciting proposals for Banking Services. Interested companies, firms, and individuals (“Respondents”) may obtain a copy of Request for Proposals No. 05-21/22 (the “RFP”) to be issued on June 22, 2022 online through the City of Miami Springs website at <https://www.miamisprings-fl.gov/rfps> or through the Onvia DemandStar portal (www.demandstar.com). The RFP contains detailed information about the scope of services, submission requirements, and selection procedures.

The proposal shall be uploaded onto DemandStar and marked “Proposal to City of Miami Springs RFP No. 05-21/22 for Banking Services.” Proposals must be received by the City no later than July 19, 2022 at 2:30p.m. (EST) at the City Clerk’s Office located at 201 Westward Drive, Second Floor, Miami Springs, FL 33166 and/or electronically via DemandStar at which time the Proposals will be opened publicly. Any proposal received after this time and date, whether by mail addressed to the City Clerk’s Office, in person or otherwise, will be returned unopened. Respondents are responsible for ensuring that their proposal is received in the City Clerk’s Office by the deadline.

Interested Respondents may obtain the full RFP through the Onvia DemandStar portal (www.demandstar.com). If Respondents elect to use DemandStar, it is strongly encouraged to register with the website to receive notifications pertaining to this solicitation. All notices and any addenda issued by the City with respect to the RFP will be made available through the DemandStar portal. It is the Respondent’s sole responsibility to ensure receipt of any issued notice or addenda relating to this RFP once posted to DemandStar.

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

A mandatory pre-proposal conference will be held on June 29, 2022 at 10:00a.m. (EST) at the City of Miami Springs City Hall located at 201 Westward Drive, Second Floor – Council Chambers, Miami Springs, FL 33166 and/or virtually on Zoom. All Respondents planning to submit Proposals must attend this meeting. Respondents should allow sufficient time to ensure arrival prior to the indicated time.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as a written recommendation is presented to the City Mayor and Council concerning the transaction. Procedures regarding the Cone of Silence can be found in the RFP documents.

Any questions, requests for information, or clarification pertaining to this RFP must be made in writing by no later than July 6, 2022 by 5:00p.m. (EST) in writing via email to: Zuzell E. Murguido, Senior Procurement Officer, City of Miami Springs, 201 Westward Drive, Miami Springs, FL 33166, Telephone 305-805-5054, Email: murguido@miamisprings-fl.gov.

Dated: June 21, 2022

Published: June 22, 2022 – Daily Business Review

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

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**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

**SECTION 1
INFORMATION FOR THE RESPONDENTS**

1.1 INTRODUCTION/GENERAL BACKGROUND

The City of Miami Springs (the "City"), a municipality located in Miami-Dade County, Florida, is soliciting proposals for Banking Services. The City hereby requests proposals for the selection of one firm, the "Consultant" or "Respondent") to provide the services set forth in Section 2 of this RFP.

The selected consultant shall provide the services, design, labor, materials, equipment, and all incidentals necessary, as further defined in Section 2 of this request for proposals (the "Services") to provide Banking Services within the City.

The City intends to award a contract to the selected Consultant for the Services described in this RFP.

1.2 The terms of agreement may be negotiated upon selection of Consultant. Notwithstanding, the term of this Agreement shall be from the Effective Date through an initial five (5) year term, with the option to exercise up to five additional one-year terms, unless earlier terminated in accordance with Paragraph 8. Additionally, this Agreement shall allow for the option to renew up to two (2) additional five (5) year periods on the same terms as set forth herein unless the City Manager provides the Consultant with written notification, at least thirty (30) days prior to the expiration of the then current term, that the City elects not to renew this Agreement.

1.3 SCHEDULE OF EVENTS

The following schedule shall govern this RFP. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time (EST)
1	Advertisement/Distribution of RFP (Cone of Silence Begins)	June 22, 2022	8:00A.M.
2	Mandatory Pre-Proposal Meeting	June 29, 2022	10:00A.M.
3	Closing Date for Respondent Questions	July 6, 2022	5:00P.M.
4	City's Answers to Questions by Respondents	July 11, 2022	5:00P.M.
5	Proposals Due & Opened (via Hybrid meeting in person in Chambers and on Zoom – See Page 2 of this RFP)	July 19, 2022	2:30P.M.
6	City Staff Member's Review of Proposals for Responsiveness	July 19, 2022 – July 26, 2022	ALL DAY
8	City Manager Issues Recommendation to Council	August 3, 2022	5:00P.M.
9	Council Meeting to Select Consultant(s) and Approve Agreement(s)	August 8, 2022	7:00P.M.

1.4 CONE OF SILENCE

Notwithstanding any other provision in this RFP, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this RFP.

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The Cone of Silence shall be imposed on this RFP upon its advertisement.

The Cone of Silence prohibits the following activities:

- Any communication regarding this RFP between a potential Consultant, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- Any communication regarding this RFP between a potential Consultant, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- Any communication regarding this RFP between the Mayor, Council members, and any member of the selection committee;
- Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- Any communication regarding this RFP between a potential Consultant, service provider, Respondent, lobbyist or consultant and the Mayor or Council.

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- Oral communications at pre-bid conferences;
- Oral presentations before selection of evaluation committees;
- Public presentations made to the City Council during any duly noticed public meeting;
- Written communications regarding a particular RFP, RFP, or bid between a potential Consultant, service provider, Respondent, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFP, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- Communications with the City Attorney and his or her staff;
- Duly noticed site visits to determine the competency of bidders/Respondents regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- Any emergency procurement of goods or services pursuant to City Code;
- Responses to the City's request for clarification or additional information pursuant to this RFP;
- Contract negotiations during any duly noticed public meeting;
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential Consultant, service provider, Respondent, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or Respondent shall render the RFP award or bid award to said bidder or Respondent voidable by the City Council and/or City Manager. Please contact the City Clerk for any questions regarding Cone of Silence compliance.

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- 1.5 **ADDENDA.** If the City finds it necessary to add to, or amend this RFP prior to the Proposal submittal deadline, the City will issue written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Proposal.
- 1.6 **CERTIFICATION.** By submitting a Proposal to this RFP, the signer of the Proposal declares that the person(s), firm(s) and parties identified in the Proposal are interested in and available for providing the Services; that the Proposal is made without collusion with any other person(s), firm(s) and parties; that the Proposal is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Proposal has full authority to bind the person(s), firm(s) and parties identified in the Proposal. By submitting a proposal, the Consultant shall certify that it has fully read and understood this RFP and the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
- 1.7 **ECONOMY OF PREPARATION.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the RFP.
- 1.8 **INTERVIEWS.** The City reserves the right to short list Consultants and conduct personal interviews or require presentations by any or all Consultants prior to ranking, or at any time during the evaluation process, or at the Council Meeting where selection and award is made.
- 1.9 **PROPOSALS BINDING.** All Proposals submitted shall be binding upon the Respondent for 365 calendar days following opening.
- 1.10 **PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with proposals shall become property of the City and shall be deemed to be public records subject to public inspection.
- 1.11 **PROPOSAL DISCLOSURE.** Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to *identify specifically* any information contained in their Proposal 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 Respondents in response to this RFP will become the property of the City and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 1.12 **PROPOSAL WITHDRAWAL.** Respondents may withdraw their proposals by notifying the City Clerk in writing at any time prior to the scheduled opening. Respondents may withdraw their proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned proposals. Proposals, once opened, become the property of the City and will not be returned to the Respondents.
- 1.13 **RETENTION OF PROPOSAL.** The City reserves the right to retain all Proposals submitted and use any ideas contained in any Proposal, regardless of whether that Consultant is selected.
- 1.14 **REQUESTS FOR INFORMATION/CLARIFICATION.** The City, independently or upon request, may furnish additional information related to this RFP so as to clarify any provision contained herein and/or to facilitate proposals. The City has made efforts to provide accurate and complete information in this RFP. The City shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Respondents to assure that they have all information necessary for submission of their proposals. Any and all questions or requests for information or clarification

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pertaining to this RFP must be made in writing via email to Zuzell Murguido, Senior Procurement Officer, murguido@miamisprings-fl.gov by no later than July 6, 2022 by 5:00p.m. (EST).

- 1.15 IRREGULARITIES & RESERVATION OF RIGHTS.** Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

The City reserves the right to award one or more contract(s) to the Consultant who will best serve the interests of the City and whose Proposals are considered by the City to be the lowest, most responsive and responsible Respondent whose bid meets the requirements and criteria set forth in this RFP. Notwithstanding, the City may, at its sole discretion, reject all Proposals and cancel the solicitation, in which case no award will be made.

The City reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

Respondents shall furnish additional information as the City may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The City reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

- 1.16 LOBBYIST REGISTRATION.** Respondents must comply with the City's lobbyist regulations. Please contact the City Clerk at (305) 365-5506 for additional information.
- 1.17 PROPOSAL/PRESENTATION COSTS.** The City shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.
- 1.18 LATE SUBMISSIONS.** Statements of Qualifications received by the City after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Statements of Qualifications received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Statements of Qualifications shall be decided in the favor of the City. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of Statements of Qualifications. The City shall not be responsible for Statements of Qualifications received after the submittal deadline and encourages early submittal.
- 1.19 COMPLETENESS.** All information required by this RFP must be supplied to constitute an acceptable and complete proposal.
- 1.20 PERMITS, TAXES, LICENSES.** The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.
- 1.21 LAWS, ORDINANCES.** The Consultant shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.
- 1.22 TERMS OF ENGAGEMENT; PROFESSIONAL SERVICES AGREEMENT.** The terms of agreement may be negotiated upon selection of Consultant. Notwithstanding, the term of the agreement shall be for an initial term of 5 years, with the option to exercise up to five additional one year terms, unless earlier terminated in accordance with Paragraph 8. Additionally, this Agreement shall allow for the

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option to renew up to two (2) additional five (5) year periods on the same terms as set forth herein unless the City Manager provides the Consultant with written notification, at least thirty (30) days prior to the expiration of the then current term, that the City elects not to renew this Agreement.

- 1.23 Bonds.** The selected Consultant must, prior to performing any portion of the Work or Services, deliver to the City the Bonds required to be provided by Respondent hereunder (collectively, the "Bonds"). The City, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the City will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, or contract time, is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Consultant's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Consultant shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the City.
- 1.23.1 Performance Bond.** If this provision is selected, the selected Consultant must deliver to the City a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Consultant defaults on the contract with the City by failing to perform the contract in the time and manner provided for in the contract. If a performance bond is required, the City shall select this box: .
- 1.23.2 Payment Bond.** If this provision is selected, the selected Consultant must deliver to the City a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Consultant and the City if the selected Consultant fails to make any required payments only. If a payment bond is required, the City shall select this box: .
- 1.23.3 Waiver of Bonds.** If this provision is selected, the City Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the City. If the requirement for a payment bond is waived, the City shall select this box: . If the requirement for a performance bond is waived, the City shall select this box: .

END OF SECTION 1

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**SECTION 2
SERVICES NEEDED BY THE CITY**

2.1 SCOPE OF SERVICES

The Consultant shall provide all necessary labor, materials, equipment, reports and expertise required to provide the services, including but not limited to the tasks identified in this Section 2, which shall collectively be referred to as the "Services":

2.2 PURPOSE

The City of Miami Springs is currently soliciting competitively bid sealed proposals from experienced and qualified financial institutions located in and/or within 3 miles of any of the territorial boundaries of the City to provide full banking and investment services.

The objectives are to:

- A. Obtain the best, most efficient banking services while minimizing costs;
- B. Maximize return on investments;
- C. Preserve capital;
- D. Avoid unreasonable risks; and
- E. Readily provide availability to the funds.

This Request for Proposal may or may not result in an award of more than one agreement. The City reserves the right to obtain other banking services and receive the same or different services from other financial institutions as deemed necessary by or in the best interest of the City. The City reserves the right and flexibility to pull out services listed in this RFP and issue separate contracts at any time.

2.3 BRIEF BACKGROUND

The City of Miami Springs annual expenditures exceed \$25 million, including payroll for approximately 250 employees (during peak seasons including F/T and P/T). Interest earned on investments is a source of non-ad valorem revenue to the City.

Major revenue sources from the City come from: property (sales and franchise taxes); utility taxes, communications service taxes; investment incomes; parking and traffic tickets; business licenses; building permits; rental revenues and public utility charges for services.

On a monthly basis, approximately 163 items are deposited and 200 checks are disbursed, with over 500 ACH Transmissions. Daily deposits are currently delivered one time a day by a City of Miami Springs Certified Police Officer.

The City currently maintains (5) accounts: General Operating Account, Law Enforcement Trust Fund (LETF), Payroll, Golf, and Money Market.

2.4 MINIMUM QUALIFICATIONS/REQUIREMENTS

1. Must be a member of the Federal Reserve System.
2. Must be a qualified public depository, as designated by the Office of the State of (Florida) Treasurer and as required by the Florida Security for Public Deposits Act, Chapter 280,

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Florida Statutes, whose deposits are insured by the Federal Deposit Insurance Corporation (“FDIC”).

3. Shall have banking branch(es) located within 3 miles of any part of the territorial boundaries of the City of Miami Springs, Florida. Provide a list of office/branches within these limits, including hours of operation.
4. Have, as a minimum, “Satisfactory” compliance for the most recent completed Community Reinvestment Act (CRA) evaluation report. **Submit copy of report showing the aforementioned (web links are acceptable).**
5. Proposals should include one (1) set of financial statements for the past two (2) years including an auditor’s unqualified opinion and appropriate notes to financial statements.
6. The bank is requested to provide a copy of its Wire Transfer Agreement with its proposal and if the agreement is not negotiable, it should be noted.

2.5 SCOPE OF SERVICES

2.51 Intended Account Structure

The City maintains a General Operating Account and 2 zero-balance accounts: Payroll, and Golf. In addition to, maintaining a separate operating Law Enforcement Trust Fund (LETF) account and one (1) Money Market account. Fraud protection must be maintained on all accounts.

The City reserves the right to open additional accounts, including zero balance accounts, during the contract period at the price proposed in the proposal.

2.52 Operating Account

The intent of the Operating Master account is as follows:

- a. Deposits are made daily and delivered by a City of Miami Springs uniformed Police Officer.
- b. Process both incoming and outgoing wire transfers.
- c. Process an average of 2-3 million dollars each month.
- d. ACH deposits from customers and credit cards payments are processed.
- e. The payroll and Golf accounts are to be maintained as zero balance accounts, with an automatic transfer of funds from the general operating account at the beginning of each business day in an amount sufficient to cover checks presented.
- f. The bank must have the capability of receiving and/or disbursements of transactions, such as ACH, electronic transfers and wire transfers from the State, Federal, and Local governments for items such as state revenue sharing, federal grants and community development block grants.
- g. Monies shall earn interest on a daily basis.
- h. Funds deposited by 2 o’clock p.m. shall be available the next business day.
- i. Electronic Fund Transfers (EFT) will be credited and available on the same day at the time of transfer.
- j. Process general purpose disbursements from accounts payable.
- k. Positive pay is used.

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2.53 Payroll Account (Zero Balance Account) maintained in-house

The intent of the payroll account is as follows:

- a. Payroll cycle is every two weeks, on a Friday.
- b. Deposits are made daily and delivered by a City of Miami Springs uniformed Police Officer.
- c. Direct Deposit is mandatory for all employees (approximately 230 employees during the "summer" (June - August) and 180 employees during the remaining months).
- d. Net payroll during each pay period is nearly \$300,000 during "summer" and \$265,000 for the remaining months.
- e. Processing vendor related accounts payable checks.
- f. Will operate as a "zero balance account," to which funds are automatically transferred from the Operating account as payroll checks are presented to the bank for payment.
- g. Positive pay is used.

2.54 Golf Account (Zero Balance Account)

The intent of the Golf account is as follows:

- a. Processing payments for the Golf and Pro Shop Department.
- b. Deposits are made daily.
- c. ACH deposits from customers and credit cards payments are processed.
- d. Will operate as a "zero balance account," to which funds are automatically transferred from the Operating account as needed.
- e. Checks are not written out of this account.

2.55 Law Enforcement Trust Fund (LETF) (Separate Operating Account)

The intent of the LETF account is as follows:

- a. Processing payments for the Police Department.
- b. Deposits and payments are made to this account.
- c. ACH deposits processed.
- d. There will be no credit cards processed.
- e. Positive pay is used.

2.56 Money Market (Investments – Safekeeping Agent) (Separate Operating Account) Approx. average held in account is \$1 million

The following must apply:

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- a. When collateral securities are pledged or when securities and/or investments are purchased by CITY OF MIAMI SPRINGS, the securities must be held by a third-party custodial agent. This safekeeping function is to be provided for all securities, including those held under a repurchase agreement, and safekeeping receipts must be issued to the Board.
- b. The bank will handle the purchase or liquidation of investments only upon written instruction by the Mayor and either the City Treasurer or the Finance Director (dual signature is required).
- c. Investment transactions must be consummated on the same day that instructions indicate. Failure to consummate investments on a timely basis will constitute a breach of contract, and will constitute cause for immediate cancellation of the contract, or legal action for damages, or both.
- d. Upon maturity or liquidation of an investment, written notification will be sent to the City's Finance Director showing the deposit of the proceeds. The same type of written notification will be required for all purchases of investments handled through the bank, whether purchased by check, wire transfer, electronic debit, etc. These notifications will be mailed on the same day that the transactions occur.
- e. The City reserves the right to invest in time deposits of any bank, U.S. Government securities, repurchase agreements, or other investments deemed legal and prudent in the opinion of the City. In no case will the City be awarded time deposits at rates lower than those established in the competitive marketplace.
- f. The bank shall provide safekeeping facilities for investments owned by the City, either within the bank's own facilities, or at the Federal Reserve. A copy of all safekeeping receipts will be issued to the City at the consummation of each investment transaction. A statement listing the details of all items in safekeeping will be furnished to the City at the end of each month.

2.57 Collateral

The following must apply:

- a. Prior to receiving CITY OF MIAMI SPRINGS' deposits, a bank must be certified as being a "Qualified Public Depository" under Chapter 280, Florida Statutes, and the Florida Security for Public Deposits Act. The characteristics of eligible collateral are subject to the criteria Chapter 280, Florida Statutes and will be further subject to modification as to quantity, quality and type of action of the State Treasurer. The pledge, substitution and withdrawal of collateral securities will also be achieved in accordance with procedures set forth in the Florida Security for Public Deposits Act as established in the State Treasurer's Office.

2.58 Banking Supplies

In addition to other documents and services customarily provided by banks, the following items must be included/available:

- a. Preprinted deposit slips per year, in duplicate

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- b. Lock bags and/or Plastic deposit bags (as required by institution)

2.59 Wire Transfers

The following must apply:

- a. Wire funds in a timely manner, through the Federal Reserve System to other financial institutions, only upon designated CITY OF MIAMI SPRINGS officials' approval.
- b. Capability to enter into a repetitive electronic wire transfer agreement with the CITY OF MIAMI SPRINGS. In order to maintain audit controls the bank will be provided with written guidelines to follow regarding these transfers.
- c. All wire transfers require verification or "call back" for authorization.
- d. Dual approval is required prior to releasing of any wires.

2.6 Direct Deposit

Direct deposit is mandatory for all city employees for salary payments.

The following must apply:

- a. The bank must act as the originating bank for the processing of such deposits through the Automated Clearing House (ACH) to the appropriate depository bank used by the employee.
- b. Must have the ability to upload to online system positive pay file via txt. file (NACHA file).

2.7 Stop Payment Services

The following must apply:

- a. The bank shall provide stop payment services on checks issued as instructed by CITY OF MIAMI SPRINGS' Finance Director or their designee(s). Requests will be made through on-line banking services.

2.8 Returned Checks

The following must apply:

- a. All returned checks due to insufficient or uncollected funds must be automatically re-deposited a second time.
- b. If a check is returned a second time, the bank will return the check to CITY OF MIAMI SPRINGS via check image provided through the on-line banking services.

2.9 Reconciliation Services

The following must apply:

- a. The bank shall provide full check reconciliation services for the operating account.

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- b. Deposit reconciliation service for the master account as well as the other accounts. If your reconciliation service includes features not mentioned within this RFP, then please describe, along with any incremental costs involved (See "Price Proposal Schedule" attached).

3.0 On-Line Banking

It is CITY OF MIAMI SPRINGS' intent to take advantage of on-line banking services.

- a. The bank must include all on-line services offered and include and related costs. (See "Price Proposal Schedule" attached).

3.1 Automated Clearing House Transactions (ACH), Electronic Funds Transfer (EFT) AND Direct Payroll Deposit

The following must apply for the bank:

- a. Be required to execute ACH, EFT, and Direct Payroll Deposit transactions as necessary.
- b. Notify the City by fax receipt of funds received through ACH. On the same business day, a credit memo should be e-mailed.
- c. Accept electronic funds transfers in the form of Electronic Funds Transfers (EFT's) from other public/private/governmental agencies for deposit to CITY OF MIAMI SPRINGS accounts.

3.2 ACH Positive Pay

In order to maintain audit controls the bank will be required to notify the City by e-mail of any "Alerts" or exceptions.

- a. All ACH Positive pays must require verification and authorization.
- b. Checks are issued every two weeks utilizing positive pay.
- c. Must have the ability to upload to online system positive pay file via txt. file (NACHA file).

3.3 Disaster Recovery

The following must apply for the bank:

- a. Provide information regarding their disaster recovery plan, including specific plans related to serving CITY OF MIAMI SPRINGS in the event of a disaster.
- b. In the event of a disaster, such as a hurricane, flood, or civil unrest, the financial institution will have available, upon 24 hours' notice, \$15,000 in cash for the City. The cash will be at a site mutually agreeable by both parties.
- c. Will have a facility open for the City's use within 72 hours after the disaster is over. This facility will also be used for other City business. The City recognizes that it might have to make special accommodations, such as security and a location, for this to occur.

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- d. Will include the CITY OF MIAMI SPRINGS' needs in its disaster plan. Final details will be negotiated with the successful financial institution.
- e. Will provide an alternate designated location in the event the primary location is closed should an unforeseen event occur.

3.4 Designated Account Executives

- a. Provide the name of a designated account executive, as well as an alternate. The designated account executives must have authority to make timely decisions in the normal course of business.

3.5 Employee Benefits

- a. Proposer must include and detail any benefits or services it can offer to CITY OF MIAMI SPRINGS, at no charge.

3.6 Overnight Investment Account

- a. At the close of each business day, all collected balances in City accounts will earn interest in a Municipal investment account.

Alternative Investment Account

Please describe alternative investment options, and provide a 12-month rate history.

- a. All interest earnings will be computed in accordance with the negotiated rate that was agreed to in the contract for banking services. This negotiated rate shall be stated by prospective bidders as a rate that bears a direct relationship to the "average daily Fed Funds rate," as published in the Wall Street Journal. The rate bid by the bank will be quoted in decimal points, such as "the average daily Fed Funds rate, minus .35" (or 35 "basis points"), "the average daily Fed Funds rate, plus .10 etc. In no case will the City accept another source for computation of the interest rate.

3.7 Purchasing Card Program (currently under agreement with SunTrust Bank)

3.8 Lock Box Services (Not currently used)

3.9 Armored Services (Not currently used)

4.0 Coin Deposits (Not currently used)

4.1 Merchant Services (currently under agreement with other provider)

4.2 Other Services

From time to time, the City may be required to open additional accounts not currently part of this agreement. When this occurs, the bank will set up and maintain additional accounts for the City. The cost will be consistent with the provisions of the contract resulting from this RFP.

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The City reserves the right to establish accounts in other banks for additional services necessary to carry out City business.

CITY OF MIAMI SPRINGS requests the bank to specify any other services it may offer CITY OF MIAMI SPRINGS as part of its proposal, including but not limited to Credit Card Processing Services, mobile banking, etc.

4.3 Failures

The bank shall agree to reimburse CITY OF MIAMI SPRINGS for interest lost due to the bank's delay of a scheduled transfer of funds. If, on occasion, due to error by CITY OF MIAMI SPRINGS, other financial institutions, or wiring funds,

CITY OF MIAMI SPRINGS' account balance is overdrawn; the bank will continue to honor checks drawn of CITY OF MIAMI SPRINGS' accounts and will immediately notify the Finance Department by telephone. CITY OF MIAMI SPRINGS will then reimburse the bank by depositing whatever money is necessary to cover the overdraft.

4.4 Mergers

In the event that the bank to which the contract is awarded merges with another financial institution, CITY OF MIAMI SPRINGS has the option to remain with the new financial institution or cancel the contract by giving ninety (90) days advance written notice to the financial institution.

4.5 Cost of Banking Services

Monthly, the bank will prepare an account analysis (utilizing the contracted fee schedules from the "Price Proposal Schedule" attached) of services rendered and invoice CITY OF MIAMI SPRINGS for services provided. The compensation to the bank will be made as follows:

- a. The bank will state what the fixed compensating balance held at the bank to offset the cost of services during the duration of this contract based on the "Price Proposal Schedule" attached. This should include all services whether they are referenced in this RFP or not.

4.6 Additional Services Required

The selected proposer must provide:

- a. Cashing without charge all petty cash checks presented by employees furnishing proper identification.
- b. Daily automated (FTP) transmission of check's paid.
- c. Daily transmission of the previous day's bank statement, including deposits received transactions.
- d. Acknowledgment receipt/sent of each transmission, as all transmissions are done via secure FTP to/from the City's mainframe system and the selected Proposer.
- e. Monthly reconciliation files via online and on CD-ROM including, but not limited to, Statements showing cleared checks, outstanding checks, stop and voided checks.

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- f. Daily bank statements which must include:
- I. Detail of account activity
 - II. Deposits, ACH transfers in and out; wire transfers in and out
 - III. Checks paid
 - IV. Charges/Adjustments
 - V. Every entry on the statement must have a unique sequence number
 - a. Wires and ACH transfers must have a tracer number.
 - b. Investments debits and credits must have a CUSIP number
 - c. Deposits must be bar coded with the location number shown on the deposit ticket as well as a unique sequence number.
 - d. Supporting debit and credit vouchers.
 - VI. Images of front and back sides of cleared checks. Images must be provided on-line and on CD-Rom.
 - VII. The statement cut-off must be the close of business each day (EST)
 - VIII. Provide secure on-line business services through the internet that must provide the City with access to the bank accounts' information. The access must allow the City to initiate and view transactions processed. This service must have the ability for authorized City personnel to:
 - a. Input stop payments, ACH, wire transfers, etc., and obtain confirmation of acceptance by selected proposer.
 - b. Inquire on bank account data and transaction history, including, but not limited to, stop payments, check clearing, ACH transfers with addendum, internal transfers, incoming and outgoing wire transfers.
 - c. View online opening balances and previous day debits and credits by 8:00 A.M. (EST) each business day.
 - IX. A System that must accept Positive Pay inquires for daily "pay" or "no pay" decisions and allow for manual check updates for those accounts on Positive Pay by 3:00 P.M. (EST).

The City may elect to have the selected Consultant(s) provide all of these Services, some of the Services, or none of these Services. The selected Consultant(s) is/are not guaranteed a contract by the City under this solicitation. All Services will be coordinated with the City Manager and the Comptroller.

END OF SECTION 2

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SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION

3.1 GENERAL PROPOSAL INSTRUCTIONS; SUBMITTAL DEADLINE

1 (one) signed Letter of Intent shall be submitted electronically via DemandStar clearly marked "Proposal to City of Miami Springs RFP 03-20/21 for Bank Services."

All Proposals must be received by July 19, 2022 by 2:30p.m. (EST) via DemandStar E-bidding upload or in person at the City Clerk's Office. All Proposals must be received by the due date and time. Proposals received after the due date and time will not be considered.

All Proposals received will be publicly opened and announced during a hybrid meeting, on the date and at the time specified in the Schedule of Events set forth in Section 1.2, above. All Proposals received after that time shall be returned, unopened.

3.2 PROPOSAL REQUIREMENTS

Consultants interested in performing these professional services must display relevant experience with the type of work solicited and should emphasize both the experience and capability of particular personnel who will actually perform the work.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Proposals be organized in the manner specified herein and contain the below-listed information and documents. Failure to do so may deem a submitted Proposal as non-responsive.

In addition to other requirements stated in this RFP, to be eligible to respond, the Respondent shall submit a Proposal that includes all of the following information/documentation, appropriately tabbed, in this exact order ("Proposal"):

Tab A. Cover Page: Each Proposal submitted shall have a cover page with Consultant's business name, address, and telephone number; name and all contact information for individual that will serve as "Project Manager," a primary liaison between the Consultant and the City; date; and subject "Proposal for RFP No. 03-20/21 for Banking Services."

Tab B. Table of Contents. A Table of Contents that outlines in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this RFP.

Tab C. Letter of Intent: A Letter of Intent shall be provided that briefly introduces the Consultant, the Consultant's commitment to the City, an understanding of the work to be performed and the aspects of the proposal.

Tab D. Firm's Qualifications: Consultant must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References.

1. To be eligible to respond, the Consultant shall have five (5) years of continuous operation under the same entity name and provide proof of same.
2. Consultant must include any relevant business licenses, including occupational licenses, and Florida registration (entity certifications, not personal) and a copy of the entity's

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State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Consultant is authorized to do business in this State.

3. Consultant must provide copies of its professional and business licenses and insurance.
4. Consultant shall provide a list of current and past clients, with emphasis on Florida municipalities.
5. Consultant must also provide the official complaint history within the last five (5) years for its qualifying professional license.
6. Consultant shall identify the Principal in Charge's Experience. This individual must have a minimum of five (5) years' experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Consultant.
7. The team working on the Services must have prior experience within the past ten (10) years of providing similar services.

Tab E. Project Team/Personnel Qualifications: The Respondent must include the following information for this requirement:

1. Complete and submit Form 8, Key Staff and Proposed Subcontractors.
2. Provide an organizational chart showing reporting structure for all Key Staff, including any key subcontractors (the "Project Team").
3. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Program Manager.
4. Include one-page resumes for each person or subcontractor listed in Form 8, Key Staff and Proposed Subcontractors.
- 5.

Tab F. Fee Proposal: Submit a signed, fixed fee cost (refer to Form 12) for providing all the Services per year for the term of the contract.

Tab G. Special Consideration: Describe any special resources that Consultant or Consultant's personnel assigned to the Services may bring to the Services or in-house expertise in technical areas, which will specifically benefit the Services. **Not to exceed three (3) pages.**

Tab H. Insurance: Respondent must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Respondent prior to entering into an agreement with the City. The successful Respondent(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the City as an additional insured and meeting the following requirements:

Consultant shall secure and maintain throughout the duration of this RFP and the contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased

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by the City as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the City. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.

1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.
3. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

The City may require higher limits of insurance or additional coverage if deemed necessary.

Tab i. Bid Security. Each Proposal must be accompanied by a Bid Bond or Cashier's Check, in an amount no less than five percent (5%) of the proposed annual base bid amount, in the form provided in Form 13. Bid security shall be made by certified or cashier's check or by a bid bond made payable to the City and provided by a surety company authorized to do business as a surety in the state. All Bid Bonds shall be valid for a period of at least 90 days from the proposal submission date. The Bid Bonds for all unsuccessful Proposals shall be returned after the 90-day period. The purpose of the bid bond is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, bid bonds are subject to forfeiture any time proposers refuse to honor their proposals for at least 90 days after proposal opening. The bid security of the successful bidder will be retained until such bidder has executed a contract and furnished any payment and performance bonds, along with all insurance policies, licenses, or other documentation that may be required by the City. If the successful bidder fails to furnish the required payment and performance bonds, fails to execute and deliver the contract, or fails to deliver the required insurance policies, licenses, or other documentation to the office of the purchasing agent within the time specified in the instructions to bidders, the City may annul the notice of award and the entire sum of the bid security shall be forfeited to the City. If the City Manager has waived the requirement for bid security, the City shall select this box: .

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Tab J. Forms: Complete all forms provided in Section 4 that are not otherwise included in a separate tab.

Tab K. References: Three (3) letters of references shall be submitted as part of the Proposal, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work; and Total cost of the project/work/studies, estimated and actual.

3.3 EVALUATION CRITERIA

Award shall be made to the responsible Consultant(s) whose Proposal is determined to be the most qualified and advantageous to the City. Proposals will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	Qualifications/Experience of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	30 Points
2	Technical Capabilities and Approach to Scope of Services /or Resources and Availability Ability to provide reporting via secured link (email encryption), digital banking capabilities, quick deposit options, online check ordering option, offers appealing consumer-based resources and any other banking incentives and discounts.	5 Points
3	Previous Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points
4	Operational Plan for the City The Firm's understanding of the City's needs, local conditions, goals, and objectives	5 Points
5	Proximity to City Hall Banking branch(es) located within 3 miles of City Hall	5 Points
6	Price Proposal	35 Points
		Total: 100 Points

3.4 SELECTION PROCESS

Staff Level Review for Compliance with Minimum Requirements. A member of City Staff shall review and evaluate the Proposals submitted to ensure the minimum requirements of the RFP have been met. The City Manager or designee may reject those Proposals that do not meet the minimum requirements of the RFP.

Recommendation to City Council. After short-listing of the top three respondents deemed to be responsible by the Evaluation Committee, the City Manager will present a recommendation to the City Council with the Evaluation Committee's rankings and recommendations for consideration by the City

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Council and the City Manager's recommendation for award or rejection of all proposals for approval at a Council meeting.

City Council Meeting to Select Consultant(s) and Approve Professional Services Agreement(s) with Consultant(s). The City Council may select the Consultant(s) that it determines are the lowest, most responsive and Responsible Bidder(s), taking into consideration all aspects of the Consultant's Proposal and authorize the City Manager to negotiate and execute a professional services agreement with the selected Consultant(s). The City Council shall have the final authority to select the Consultant(s) and award any Professional Services Agreement(s).

Negotiations and Execution of Agreement. After selection of the Consultant(s) by the City Council, the City Manager or designee(s) shall negotiate and execute a contract which may include the terms of the Professional Services Agreement in substantially the form attached hereto as Exhibit "A" with the selected Consultant(s) at compensation that the City Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFP. Any award and execution of an agreement shall be subject to approval by the City Attorney as to form, content, and legal sufficiency. Should the City Manager be unable to negotiate a satisfactory contract with the selected Consultant at a price the City Manager determines to be fair, competitive, and reasonable, negotiations with that Consultant may be terminated. The City Manager or designee(s) shall then undertake negotiations with the next highest-ranked Consultant, and, if negotiations are terminated, shall continue to each next highest-ranked Consultant until a satisfactory contract may be negotiated.

The City reserves the right to reject any or all proposals which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one Consultant.

END OF SECTION 3

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**SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS**

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Respondent's Proposal:

FORMS

Form 1: Proposal Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits:)

- Americans with Disabilities Act Compliance
- Public Entity Crimes Act
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics
- Business Entity
- Non-Collusion/Anti-Collusion
- Scrutinized Companies
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure
- Truth in Negotiation Certificate
- Prohibition on Contingent Fees

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

Form 12: Price Proposal

Form 13: Bid Security/Bid Bond (unless waived)

Form 14: Form of Performance Bond & Payment Bond (unless waived)

EXHIBITS

Exhibit A: Price Proposal Schedule Form

Exhibit B: Copy of Bank Statements

Exhibit C: Form of Continuing Professional Services Agreement

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FORM 1
PROPOSAL CHECKLIST

- _____ Form 1: Proposal Checklist
- _____ Form 2: Company Qualifications Questionnaire
- _____ Form 3: Certificate of Authority (Complete one of the two forms as applicable)
- _____ Form 3A: Certificate of Authority (for Corporations or Partnerships)
- _____ Form 3B: Certificate of Authority (for Individuals)
- _____ Form 4: Acknowledgment of Addenda
- _____ Form 5: Single Execution Affidavit
- _____ Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
(Compliance with 49 CFR, §20.100(b))
- _____ Form 7: Dispute Disclosure
- _____ Form 8: Key Staff and Proposed Subcontractors
- _____ Form 9: Reference Letters
- _____ Form 10: E-Verify Affidavit
- _____ Form 11: IRS Form W-9
- _____ Form 12: Price Proposal
- _____ Form 13: Bid Security/Bid Bond(unless waived)
- _____ Form 14: Performance Bond & Payment Bond (unless waived)

Firm: _____

Date: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

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FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the RFP, you certify that any and all information contained in the Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the RFP, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Firm Name

Principal Business Address

Telephone Number

Facsimile Number

Email Address

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

Individual Partnership Corporation LLC LLP Other _____

Please identify the Firm's primary business: _____

Please identify the number of continuous years your Firm has performed its primary business: _____

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Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name _____ Insurance Carrier Contact Person _____

Insurance Carrier Address _____ Telephone No. _____ Email _____

Has the Firm filed any insurance claims in the last five (5) years? No Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

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FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

No Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

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FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____, (the
"Entity") held on _____, 20____, the following resolution was duly
passed and adopted:

"RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Proposal dated _____, 20____, on
behalf of the Entity and submit this Proposal to the City of Miami Springs,
and this Entity and the execution of this Certificate of Authority, attested
to by the Secretary of the Corporation, and with the Entity's Seal affixed,
will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity
this _____ day of _____, 20____.

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)

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FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

I, _____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____ doing
business as _____, the
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit this Proposal to the City of Miami Springs, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

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FORM 4
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

_____ Addendum 1

_____ Addendum 6

_____ Addendum 2

_____ Addendum 7

_____ Addendum 3

_____ Addendum 8

_____ Addendum 4

_____ Addendum 9

_____ Addendum 5

_____ Addendum 10

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

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FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

_____	By: _____
NAME OF PROPOSING OR BIDDING ENTITY	INDIVIDUAL'S NAME AND TITLE
_____	Date: _____
FEIN OF PROPOSING OR BIDDING ENTITY	

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt,

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in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the

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calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Miami Springs (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

Respondent Initials

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Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Miami Springs or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Respondent Initials

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Statements of Qualifications.
6. 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 Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

Respondent Initials

Truth in Negotiation Certificate

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida.

Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida. Consultant understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.**

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

FORM 6

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

**FORM 7
DISPUTE DISCLOSURE**

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for the City of Miami Springs.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

**FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS**

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: No Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the City:

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

Please identify each Key Staff member's engagement commitments that will exist concurrently with the City's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

FORM 9
REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ No _____

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ No _____

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ No _____

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 05-21/222**

**FORM 10
E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/fag/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>

By submitting a response to this RFP and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 12
PRICE PROPOSAL

FORM 13

BID SECURITY/BID BOND

"INTENTIONALLY OMITTED. BID SECURITY/BID BOND WAIVED BY CITY MANAGER."

[SPACE INTENTIONALLY LEFT BLANK]

FORM 14

FORM OF PAYMENT AND PERFORMANCE BONDS

PAYMENT BOND

"INTENTIONALLY OMITTED. PAYMENT BOND REQUIREMENT WAIVED BY CITY MANAGER."

PERFORMANCE BOND

"INTENTIONALLY OMITTED. PERFORMANCE BOND REQUIREMENT WAIVED BY CITY MANAGER."

[SPACE INTENTIONALLY LEFT BLANK]

Exhibit B: Copy of Business BB&T/Truist Banking Statements



06-03-2022

8540771 AA
CITY OF MIAMI SPRINGS
201 WESTWARD DR
MIAMI SPRINGS FL 33166-5259

FROM 05-01-2022
TO 05-31-2022

* * * * * HOLD STATEMENT * * * * *

PAGE 1

ACCOUNT OFFICER Nanci B CAMPBELL

61205

GROUP NO.

COMBINED ANALYSIS

ACCOUNTS INCLUDED IN ANALYSIS

DEPOSITS 01 01
01 01

AVERAGE BALANCE SECTION	BALANCE	RATE	AMOUNT
AVERAGE BALANCE	2,425,943		
LESS: AVERAGE FLOAT	6,463		
AVERAGE COLLECTED BALANCE	2,419,480		
AVG POSITIVE COLLECTED BAL	2,419,480		
LESS: REQUIRED RESERVES	0		
AVG POSITIVE AVAILABLE BAL	2,419,480	.250	513.72
EARNINGS CREDIT ALLOWANCE			513.72

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** BALANCE RELATED SERVICES **				
DEP ACCT USAGE RATE (PER \$100)	2,425,943	17.580	355.39	1,673,772.25
** SUBTOTAL **			355.39	1,673,772.25

** GENERAL BANKING SERVICES **				
MONTHLY ACCT MAINTENANCE FEE	4	21.000	84.00	395,612.90
CREDITS POSTED	136	.900	122.40	576,464.51
ITEMS DEPOSITED - ON-US	27	.150	4.05	19,074.19
ITEMS DEPOSITED - IN STATE	80	.150	12.00	56,516.12
ITEMS DEPOSITED - OTHER	40	.150	6.00	28,258.06
CHECKS PAID AND OTHER DEBITS	243	.200	48.60	228,890.32
CHECK PAID - REJECT	1	.500	.50	2,354.83
CHECK FEES - DEPOSITS	1	506.120	506.12	
**BILLED SEPARATELY				
COIN ORDER PER ROLL	1	.200	.20	941.93
CURRENCY ORDER PER \$1	183	.0013	.24	1,130.32
COIN AND CURRENCY DEPOSITED	21,006	.002	42.01	197,853.54
RETURNED DEPOSITED ITEM FEE	2	12.000	24.00	113,032.25
** SUBTOTAL **			850.12	1,620,128.97

** WIRE TRANSFER SERVICES **				
DLTY REPETITIVE WIRE	1	11.000	11.00	51,806.45

06-03-2022

8540771 AA
 CITY OF MIAMI SPRINGS
 201 WESTWARD DR
 MIAMI SPRINGS FL 33166-5259

FROM 05-01-2022
 TO 05-31-2022

***** HOLD STATEMENT *****

PAGE 2

ACCOUNT OFFICER Nanci B Campbell

61205

GROUP NO.

COMBINED ANALYSIS

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
DLTY WIRE MAINT	1	20.000	20.00	94,193.54
** SUBTOTAL **			31.00	145,999.99
** ACH SERVICES **				
ACH RECEIVED CREDIT	136	200	27.20	128,103.22
ACH RECEIVED DEBIT	44	.200	8.80	41,445.16
DT/DLTY ACH MONTHLY MAINT	2	45.000	90.00	423,870.96
TOTAL ACH ORIGINATED ITEMS	509	.150	76.35	359,583.87
ACH POSITIVE PAY MONTHLY MAINT	4	25.000	100.00	470,967.74
DLTY ACH BATCH	5	12.000	60.00	282,580.64
** SUBTOTAL **			362.35	1,706,551.59
** RECONCILIATION SERVICES **				
SMALL BUSINESS CD-ROM MAINT	4	25.000	100.00	470,967.74
SMALL BUSINESS CD-ROM ITEMS	190	.000	00	
** SUBTOTAL **			100.00	470,967.74
** POSPAY/REVERSE POS PAY **				
CPR/POSPAY/PAYEE D/T BANK/FILE	3	.000	.00	
CPR/POS PAY/PAYEE-EXCEPTIONS	1	5.000	5.00	23,548.38
POSITIVE PAY - MAINTENANCE	3	55.000	165.00	777,096.77
CONTROL/POSITIVE PAY - ITEMS	190	.080	15.20	71,587.09
** SUBTOTAL **			185.20	872,232.24
** INFORMATION SERVICES **				
DLTY CD ACCT MAINT	2	40.000	80.00	376,774.19
DLTY BUSINESS BANKING	4	35.000	140.00	659,354.83
DLTY - CD LOADED ITEMS	143	.250	35.75	168,370.96
DLTY BUSBANK - PD LOADED ITEMS	186	.350	65.10	306,600.00
DLTY BUSBANK - PD LOADED ITEMS	343	.000	00	
DLTY BUSBANK - IMAGE RETRIEVED	2	.000	00	
** SUBTOTAL **			320.85	1,511,099.98
** CASH MANAGEMENT SERVICES **				
ZBA MASTER ACCOUNT MAINTENANCE	1	45.000	45.00	211,935.48



06-03-2022

8540771 AA
CITY OF MIAMI SPRINGS
201 WESTWARD DR
MIAMI SPRINGS FL 33166-5259

FROM 05-01-2022
TO 05-31-2022

* * * * * HOLD STATEMENT * * * * *

PAGE 3

ACCOUNT OFFICER Nanci B Campbell

61205

GROUP NO.

COMBINED ANALYSIS

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
ZBA SUB ACCOUNT MAINTENANCE	2	25.000	50.00	235,483.87
** SUBTOTAL **			95.00	447,419.35
** ON-LINE SERVICES **				
OLB ACCOUNT MAINTENANCE	5	.000	.00	
OLB REPORTED ITEMS	560	.000	.00	
** SUBTOTAL **			.00	.00
BANK SERVICES			1,793.79	8,448,172.25
LESS: SERVICE DISCOUNT		45.000	807.20-	.00
BANK SERVICES			986.58	8,448,172.25
BANK SERVICES:BILL SEPARATE			506.12	

NET EARNINGS VALUE 472.86-

NET AVAILABLE BALANCE 6,028,691-
AVERAGE BALANCE DEFICIT 6,028,691-

***SERVICE CHARGE AMOUNT

472.86
TO ACCOUNT

06-03-2022

8540771 AA
 CITY OF MIAMI SPRINGS
 OPERATING ACCT
 201 WESTWARD DR
 MIAMI SPRINGS FL 33166-5259

FROM 05-01-2022
 TO 05-31-2022

* * * * * HOLD STATEMENT * * * * *

PAGE 4

ACCOUNT OFFICER NANJI B CAMPBELL

61205

GROUP NO.
 ACCOUNT NO.

COMBINED ANALYSIS
 PUBLIC FUND ANALYZED CHECKING

AVERAGE BALANCE SECTION	BALANCE	RATE	AMOUNT
AVERAGE BALANCE	2,119,208		
LESS: AVERAGE FLOAT	6,463		
AVERAGE COLLECTED BALANCE	2,112,744		
AVG POSITIVE COLLECTED BAL	2,112,744		
LESS: REQUIRED RESERVES	0		
AVG POSITIVE AVAILABLE BAL	2,112,744	.190	340.93
EARNINGS CREDIT ALLOWANCE			340.93

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** BALANCE RELATED SERVICES **				
DEP ACCT USAGE RATE (PER \$100)	2,119,208	17.580	310.46	1,923,903.22
** SUBTOTAL **			310.46	1,923,903.22
** GENERAL BANKING SERVICES **				
MONTHLY ACCT MAINTENANCE FEE	1	21.000	21.00	130,135.82
CREDITS POSTED	82	.900	73.80	457,334.46
ITEMS DEPOSITED - ON-US	18	.150	2.70	16,731.74
ITEMS DEPOSITED - IN STATE	70	.150	10.50	65,067.91
ITEMS DEPOSITED - OTHER	35	.150	5.25	32,533.95
CHECKS PAID AND OTHER DEBITS	189	.200	37.80	234,244.48
CHECK PAID - REJECT	1	.500	.50	3,098.47
CHECK FEES - DEPOSITS	1	506.120	506.12	
**BILLED SEPARATELY				
COIN AND CURRENCY DEPOSITED	13,700	.002	27.40	169,796.26
RETURNED DEPOSITED ITEM FEE	2	12.000	24.00	148,726.65
** SUBTOTAL **			709.07	1,257,669.74
** WIRE TRANSFER SERVICES **				
DLTY REPETITIVE WIRE	1	11.000	11.00	68,166.38
DLTY WIRE MAINT	1	20.000	20.00	123,938.87
** SUBTOTAL **			31.00	192,105.25
** ACH SERVICES **				
ACH RECEIVED CREDIT	100	200	20.00	123,938.87



06-03-2022

8540771 AA
CITY OF MIAMI SPRINGS
OPERATING ACCT
201 WESTWARD DR
MIAMI SPRINGS FL 33166-5259

FROM 05-01-2022
TO 05-31-2022

* * * * * HOLD STATEMENT * * * * *

PAGE 5

ACCOUNT OFFICER Nanci B CAMPBELL

61205

GROUP NO.
ACCOUNT NO.

COMBINED ANALYSIS
CONTINUED

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
ACH RECEIVED DEBIT	38	.200	7.60	47,096.77
DT/DLTY ACH MONTHLY MAINT	1	45.000	45.00	278,862.47
TOTAL ACH ORIGINATED ITEMS	4	.150	.60	3,718.16
ACH POSITIVE PAY MONTHLY MAINT	1	25.000	25.00	154,923.59
DLTY ACH BATCH	1	12.000	12.00	74,363.32
** SUBTOTAL **			110.20	682,903.18
** RECONCILIATION SERVICES **				
SMALL BUSINESS CD-ROM MAINT	1	25.000	25.00	154,923.59
SMALL BUSINESS CD-ROM ITEMS	170	.000	.00	
** SUBTOTAL **			25.00	154,923.59
** POSPAY/REVERSE POS PAY **				
CPR/POSPAY/PAYEE D/T BANK/FILE	1	.000	.00	
CPR/POS PAY/PAYEE-EXCEPTIONS	1	5.000	5.00	30,984.71
POSITIVE PAY - MAINTENANCE	1	55.000	55.00	340,831.91
CONTROL/POSITIVE PAY - ITEMS	170	.080	13.60	84,278.43
** SUBTOTAL **			73.60	456,095.05
** INFORMATION SERVICES **				
DLTY CD ACCT MAINT	1	40.000	40.00	247,877.75
DLTY BUSINESS BANKING	1	35.000	35.00	216,893.03
DLTY - CD LOADED ITEMS	143	.250	35.75	221,540.74
DLTY BUSBANK - PD LOADED ITEMS	186	.350	65.10	403,421.05
DLTY BUSBANK - PD LOADED ITEMS	200	.000	.00	
DLTY BUSBANK - IMAGE RETRIEVED	2	.000	.00	
** SUBTOTAL **			175.85	1,089,732.57
** CASH MANAGEMENT SERVICES **				
ZBA MASTER ACCOUNT MAINTENANCE	1	45.000	45.00	278,862.47
** SUBTOTAL **			45.00	278,862.47
** ON-LINE SERVICES **				
OLB ACCOUNT MAINTENANCE	5	.000	.00	

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ACCOUNT OFFICER NANCY B CAMPBELL

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COMBINED ANALYSIS
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BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
OLB REPORTED ITEMS	560	.000	.00	
** SUBTOTAL **			.00	.00
BANK SERVICES			974.06	6,036,195.07
LESS: SERVICE DISCOUNT		45.000	438.32-	2,716,287.65-
BANK SERVICES			535.73	3,319,907.42
BANK SERVICES:BILL SEPARATE			506.12	
NET EARNINGS VALUE			194.80-	
NET AVAILABLE BALANCE	1,207,162-			
AVERAGE BALANCE DEFICIT	1,207,162-			
***SERVICE CHARGE AMOUNT	194.80			



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ACCOUNT OFFICER NANJI B CAMPBELL

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AVERAGE BALANCE SECTION	BALANCE	RATE	AMOUNT
AVERAGE BALANCE	0		
LESS: AVERAGE FLOAT	0		
AVERAGE COLLECTED BALANCE	0		
AVG POSITIVE COLLECTED BAL	0		
LESS: REQUIRED RESERVES	0		
AVG POSITIVE AVAILABLE BAL	0	.150	.00
EARNINGS CREDIT ALLOWANCE			.00

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** GENERAL BANKING SERVICES **				
MONTHLY ACCT MAINTENANCE FEE	1	21.000	21.00	164,838.70
CREDITS POSTED	23	.900	20.70	162,483.87
ITEMS DEPOSITED - ON-US	5	.150	.75	5,887.09
ITEMS DEPOSITED - IN STATE	10	.150	1.50	11,774.19
ITEMS DEPOSITED - OTHER	5	.150	.75	5,887.09
CHECKS PAID AND OTHER DEBITS	24	.200	4.80	37,677.41
** SUBTOTAL **			49.50	388,548.35

** ACH SERVICES **				
ACH RECEIVED DEBIT	2	.200	.40	3,139.78
DT/DLTY ACH MONTHLY MAINT	1	45.000	45.00	353,225.80
TOTAL ACH ORIGINATED ITEMS	505	.150	75.75	594,596.77
ACH POSITIVE PAY MONTHLY MAINT	1	25.000	25.00	196,236.55
DLTY ACH BATCH	4	12.000	48.00	376,774.19
** SUBTOTAL **			194.15	1,523,973.09

** RECONCILIATION SERVICES **				
SMALL BUSINESS CD-ROM MAINT	1	25.000	25.00	196,236.55
SMALL BUSINESS CD-ROM ITEMS	12	.000	.00	
** SUBTOTAL **			25.00	196,236.55

** POSPAY/REVERSE POS PAY **				
CPR/POSPAY/PAYEE D/T BANK/FILE	1	.000	.00	

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BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
POSITIVE PAY - MAINTENANCE	1	55.000	55.00	431,720.43
CONTROL/POSITIVE PAY - ITEMS	12	.080	.96	7,535.48
** SUBTOTAL **			55.96	439,255.91
** INFORMATION SERVICES **				
DLTY BUSINESS BANKING	1	35.000	35.00	274,731.18
DLTY BUSBANK - PD LOADED ITEMS	46	.000	.00	
** SUBTOTAL **			35.00	274,731.18
** CASH MANAGEMENT SERVICES **				
ZBA SUB ACCOUNT MAINTENANCE	1	25.000	25.00	196,236.55
** SUBTOTAL **			25.00	196,236.55
BANK SERVICES			384.61	3,018,981.63
LESS: SERVICE DISCOUNT		45.000	173.07-	1,358,541.67-
BANK SERVICES			211.53	1,660,439.96
NET EARNINGS VALUE			211.53-	
NET AVAILABLE BALANCE				1,660,439-
AVERAGE BALANCE DEFICIT				1,660,439-
***SERVICE CHARGE AMOUNT			211.53	



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PUBLIC FUND ANALYZED CHECKING

AVERAGE BALANCE SECTION	BALANCE	RATE	AMOUNT
AVERAGE BALANCE	0		
LESS: AVERAGE FLOAT	0		
AVERAGE COLLECTED BALANCE	0		
AVG POSITIVE COLLECTED BAL	0		
LESS: REQUIRED RESERVES	0		
AVG POSITIVE AVAILABLE BAL	0	.150	.00
EARNINGS CREDIT ALLOWANCE			.00

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** GENERAL BANKING SERVICES **				
MONTHLY ACCT MAINTENANCE FEE	1	21.000	21.00	164,838.70
CREDITS POSTED	29	.900	26.10	204,870.96
CHECKS PAID AND OTHER DEBITS	21	.200	4.20	32,967.74
COIN AND CURRENCY DEPOSITED	7.306	.002	14.61	114,680.64
** SUBTOTAL **			65.91	517,358.04
** ACH SERVICES **				
ACH RECEIVED CREDIT	36	.200	7.20	56,516.12
ACH RECEIVED DEBIT	4	.200	.80	6,279.56
ACH POSITIVE PAY MONTHLY MAINT	1	25.000	25.00	196,236.55
** SUBTOTAL **			33.00	259,032.23
** RECONCILIATION SERVICES **				
SMALL BUSINESS CD-ROM MAINT	1	25.000	25.00	196,236.55
** SUBTOTAL **			25.00	196,236.55
** INFORMATION SERVICES **				
DLTY BUSINESS BANKING	1	35.000	35.00	274,731.18
DLTY BUSBANK - PD LOADED ITEMS	86	.000	.00	
** SUBTOTAL **			35.00	274,731.18

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BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** CASH MANAGEMENT SERVICES **				
ZBA SUB ACCOUNT MAINTENANCE	1	25.000	25.00	196,236.55
** SUBTOTAL **			25.00	196,236.55
<hr/>				
BANK SERVICES			183.91	1,443,594.55
LESS: SERVICE DISCOUNT		45.000	82.75-	649,617.50-
BANK SERVICES			101.15	793,977.05
<hr/>				
NET EARNINGS VALUE			101.15-	
NET AVAILABLE BALANCE	793,977-			
AVERAGE BALANCE DEFICIT	793,977-			
***SERVICE CHARGE AMOUNT	101.15			



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AVERAGE BALANCE SECTION	BALANCE	RATE	AMOUNT
AVERAGE BALANCE	306,735		
LESS: AVERAGE FLOAT	0		
AVERAGE COLLECTED BALANCE	306,735		
AVG POSITIVE COLLECTED BAL	306,735		
LESS: REQUIRED RESERVES	0		
AVG POSITIVE AVAILABLE BAL	306,735	.190	49.49
EARNINGS CREDIT ALLOWANCE			49.49

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** BALANCE RELATED SERVICES **				
DEP ACCT USAGE RATE (PER \$100)	306,735	17.580	44.93	278,428.69
** SUBTOTAL **			44.93	278,428.69
** GENERAL BANKING SERVICES **				
MONTHLY ACCT MAINTENANCE FEE	1	21.000	21.00	130,135.82
CREDITS POSTED	2	.900	1.80	11,154.49
ITEMS DEPOSITED - ON-US	4	.150	.60	3,718.16
CHECKS PAID AND OTHER DEBITS	9	.200	1.80	11,154.49
COIN ORDER PER ROLL	1	.200	.20	1,239.38
CURRENCY ORDER PER \$1	183	.0013	.24	1,487.26
** SUBTOTAL **			25.64	158,889.60
** ACH SERVICES **				
ACH POSITIVE PAY MONTHLY MAINT	1	25.000	25.00	154,923.59
** SUBTOTAL **			25.00	154,923.59
** RECONCILIATION SERVICES **				
SMALL BUSINESS CD-ROM MAINT	1	25.000	25.00	154,923.59
SMALL BUSINESS CD-ROM ITEMS	8	.000	.00	
** SUBTOTAL **			25.00	154,923.59

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BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** POSPAY/REVERSE POS PAY **				
CPR/POSPAY/PAYEE D/T BANK/FILE	1	.000	.00	
POSITIVE PAY - MAINTENANCE	1	55.000	55.00	340,831.91
CONTROL/POSITIVE PAY - ITEMS	8	.080	.64	3,966.04
** SUBTOTAL **			55.64	344,797.95
** INFORMATION SERVICES **				
DLTY CD ACCT MAINT	1	40.000	40.00	247,877.75
DLTY BUSINESS BANKING	1	35.000	35.00	216,893.03
DLTY BUSBANK - PD LOADED ITEMS	11	.000	.00	
** SUBTOTAL **			75.00	464,770.78
BANK SERVICES			251.21	1,556,734.20
LESS: SERVICE DISCOUNT		45.000	113.04-	700,530.33-
BANK SERVICES			138.16	856,203.87
NET EARNINGS VALUE			88.67-	
NET AVAILABLE BALANCE	549,468-			
AVERAGE BALANCE DEFICIT	549,468-			
***SERVICE CHARGE AMOUNT	88.67			



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ACCOUNTS INCLUDED IN ANALYSIS

DEPOSITS 01 01
01 01

AVERAGE BALANCE SECTION	BALANCE	RATE	AMOUNT
AVERAGE BALANCE	2,885,626		
LESS: AVERAGE FLOAT	7,999		
AVERAGE COLLECTED BALANCE	2,877,627		
AVG POSITIVE COLLECTED BAL	2,877,627		
LESS: REQUIRED RESERVES	0		
AVG POSITIVE AVAILABLE BAL	2,877,627	.250	591.29
EARNINGS CREDIT ALLOWANCE			591.29

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** BALANCE RELATED SERVICES **				
DEP ACCT USAGE RATE (PER \$100)	2,885,625	17.580	422.74	2,057,334.66
** SUBTOTAL **			422.74	2,057,334.66

** GENERAL BANKING SERVICES **				
MONTHLY ACCT MAINTENANCE FEE	4	21.000	84.00	408,800.00
CREDITS POSTED	123	.900	110.70	538,740.00
ITEMS DEPOSITED - ON-US	17	.150	2.55	12,410.00
ITEMS DEPOSITED - IN STATE	94	.150	14.10	68,620.00
ITEMS DEPOSITED - OTHER	38	.150	5.70	27,740.00
CHECKS PAID AND OTHER DEBITS	241	.200	48.20	234,573.33
CHECK PAID - REJECT	3	.500	1.50	7,300.00
CHECK PC VIEW OR PRINT - NC	3	5.000	15.00	
**NO CHARGE				
COIN ORDER PER ROLL	3	.200	.60	2,920.00
CURRENCY ORDER PER \$1	175	.0013	.23	1,119.33
COIN AND CURRENCY DEPOSITED	19,550	.002	39.10	190,286.66
RETURNED DEPOSITED ITEM FEE	1	12.000	12.00	58,400.00
** SUBTOTAL **			333.68	1,550,909.32

** WIRE TRANSFER SERVICES **				
DLTY REPETITIVE WIRE	8	11.000	88.00	428,266.66

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BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
DLTY WIRE MAINT	1	20.000	20.00	97,333.33
** SUBTOTAL **			108.00	525,599.99
** ACH SERVICES **				
ACH RECEIVED CREDIT	130	200	26.00	126,533.33
ACH RECEIVED DEBIT	44	200	8.80	42,826.66
ACH NOTIFICATION OF CHANGE	1	3.000	3.00	14,600.00
ACH RETURN TRANSACTION	1	5.000	5.00	24,333.33
DT/DLTY ACH MONTHLY MAINT	2	45.000	90.00	438,000.00
TOTAL ACH ORIGINATED ITEMS	508	.150	76.20	370,840.00
ACH POSITIVE PAY MONTHLY MAINT	4	25.000	100.00	486,666.66
DLTY ACH BATCH	7	12.000	84.00	408,800.00
** SUBTOTAL **			393.00	1,912,599.98
** RECONCILIATION SERVICES **				
SMALL BUSINESS CD-ROM MAINT	4	25.000	100.00	486,666.66
SMALL BUSINESS CD-ROM ITEMS	185	.000	.00	
** SUBTOTAL **			100.00	486,666.66
** POSPAY/REVERSE POS PAY **				
CPR/POSPAY/PAYEE D/T BANK/FILE	3	.000	.00	
POSITIVE PAY - MAINTENANCE	3	55.000	165.00	803,000.00
CONTROL/POSITIVE PAY - ITEMS	185	.080	14.80	72,026.66
** SUBTOTAL **			179.80	875,026.66
** INFORMATION SERVICES **				
DLTY CD ACCT MAINT COM/BUSBANK	2	40.000	80.00	389,333.33
DLTY BUSINESS BANKING	4	35.000	140.00	681,333.33
DLTY - CD LOADED ITEMS	143	.250	35.75	173,983.33
DLTY BUSBANK - PD LOADED ITEMS	211	.350	73.85	359,403.33
DLTY BUSBANK - PD LOADED ITEMS	348	.000	.00	
** SUBTOTAL **			329.60	1,604,053.32
** CASH MANAGEMENT SERVICES **				
ZBA MASTER ACCOUNT MAINTENANCE	1	45.000	45.00	219,000.00



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BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
ZBA SUB ACCOUNT MAINTENANCE	2	25.000	50.00	243,333.33
** SUBTOTAL **			95.00	462,333.33
** ON-LINE SERVICES **				
OLB ACCOUNT MAINTENANCE	5	.000	.00	
OLB REPORTED ITEMS	539	.000	.00	
** SUBTOTAL **			.00	.00
BANK SERVICES			1,946.82	9,474,524.00
LESS: SERVICE DISCOUNT		45.000	876.06-	.00
BANK SERVICES			1,070.75	9,474,524.00
BANK SERVICES:NO CHARGE			15.00	
NET EARNINGS VALUE			479.46-	
NET AVAILABLE BALANCE	6,596,896-			
AVERAGE BALANCE DEFICIT	6,596,896-			
***SERVICE CHARGE AMOUNT	479.46			
TO ACCOUNT				

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AVERAGE BALANCE SECTION	BALANCE	RATE	AMOUNT
AVERAGE BALANCE	2,582,407		
LESS: AVERAGE FLOAT	7,999		
AVERAGE COLLECTED BALANCE	2,574,408		
AVG POSITIVE COLLECTED BAL	2,574,408		
LESS: REQUIRED RESERVES	0		
AVG POSITIVE AVAILABLE BAL	2,574,408	.190	402.03
EARNINGS CREDIT ALLOWANCE			402.03

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** BALANCE RELATED SERVICES **				
DEP ACCT USAGE RATE (PER \$100)	2,582,407	17.580	378.32	2,422,575.43
** SUBTOTAL **			378.32	2,422,575.43

** GENERAL BANKING SERVICES **				
MONTHLY ACCT MAINTENANCE FEE	1	21.000	21.00	134,473.68
CREDITS POSTED	75	.900	67.50	432,236.84
ITEMS DEPOSITED - ON-US	14	.150	2.10	13,447.36
ITEMS DEPOSITED - IN STATE	92	.150	13.80	88,368.42
ITEMS DEPOSITED - OTHER	34	.150	5.10	32,657.89
CHECKS PAID AND OTHER DEBITS	191	.200	38.20	244,614.03
CHECK PAID - REJECT	3	.500	1.50	9,605.26
CHECK PC VIEW OR PRINT - NC	3	5.000	15.00	
**NO CHARGE				
COIN ORDER PER ROLL	3	.200	.60	3,842.10
CURRENCY ORDER PER \$1	175	.0013	.23	1,472.80
COIN AND CURRENCY DEPOSITED	10,776	.002	21.55	137,995.61
RETURNED DEPOSITED ITEM FEE	1	12.000	12.00	76,842.10
** SUBTOTAL **			198.58	1,175,556.09

** WIRE TRANSFER SERVICES **				
DLTY REPETITIVE WIRE	8	11.000	88.00	563,508.77
DLTY WIRE MAINT	1	20.000	20.00	128,070.17
** SUBTOTAL **			108.00	691,578.94



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BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** ACH SERVICES **				
ACH RECEIVED CREDIT	92	.200	18.40	117,824.56
ACH RECEIVED DEBIT	38	.200	7.60	48,666.66
DT/DLTY ACH MONTHLY MAINT	1	45.000	45.00	288,157.89
TOTAL ACH ORIGINATED ITEMS	4	150	.60	3,842.10
ACH POSITIVE PAY MONTHLY MAINT	1	25.000	25.00	160,087.71
DLTY ACH BATCH	1	12.000	12.00	76,842.10
** SUBTOTAL **			108.60	695,421.02
** RECONCILIATION SERVICES **				
SMALL BUSINESS CD-ROM MAINT	1	25.000	25.00	160,087.71
SMALL BUSINESS CD-ROM ITEMS	168	.000	.00	
** SUBTOTAL **			25.00	160,087.71
** POSPAY/REVERSE POS PAY **				
CPR/POSPAY/PAYEE D/T BANK/FILE	1	.000	.00	
POSITIVE PAY - MAINTENANCE	1	55.000	55.00	352,192.98
CONTROL/POSITIVE PAY - ITEMS	168	.080	13.44	86,063.15
** SUBTOTAL **			68.44	438,256.13
** INFORMATION SERVICES **				
DLTY CD ACCT MAINT COM/BUSBANK	1	40.000	40.00	256,140.35
DLTY BUSINESS BANKING	1	35.000	35.00	224,122.80
DLTY - CD LOADED ITEMS	143	.250	35.75	228,925.43
DLTY BUSBANK - PD LOADED ITEMS	211	.350	73.85	472,899.12
DLTY BUSBANK - PD LOADED ITEMS	200	.000	.00	
** SUBTOTAL **			184.60	1,182,087.70
** CASH MANAGEMENT SERVICES **				
ZBA MASTER ACCOUNT MAINTENANCE	1	45.000	45.00	288,157.89
** SUBTOTAL **			45.00	288,157.89
** ON-LINE SERVICES **				
OLB ACCOUNT MAINTENANCE	5	.000	.00	

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BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
OLB REPORTED ITEMS	539	000	.00	
** SUBTOTAL **			.00	.00
BANK SERVICES			1 101.54	7,053,720.91
LESS: SERVICE DISCOUNT		45.000	495.69-	3,174,174.28-
BANK SERVICES			605.84	3,879,546.63
BANK SERVICES:NO CHARGE			15.00	
NET EARNINGS VALUE			203.81-	
NET AVAILABLE BALANCE	1,305,138-			
AVERAGE BALANCE DEFICIT	1,305,138-			
***SERVICE CHARGE AMOUNT	203.81			



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AVERAGE BALANCE SECTION	BALANCE	RATE	AMOUNT
AVERAGE BALANCE	0		
LESS: AVERAGE FLOAT	0		
AVERAGE COLLECTED BALANCE	0		
AVG POSITIVE COLLECTED BAL	0		
LESS: REQUIRED RESERVES	0		
AVG POSITIVE AVAILABLE BAL	0	.150	.00
EARNINGS CREDIT ALLOWANCE			.00

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** GENERAL BANKING SERVICES **				
MONTHLY ACCT MAINTENANCE FEE	1	21.000	21.00	170,333.33
CREDITS POSTED	17	.900	15.30	124,100.00
ITEMS DEPOSITED - ON-US	3	.150	.45	3,650.00
ITEMS DEPOSITED - IN STATE	2	.150	.30	2,433.33
ITEMS DEPOSITED - OTHER	4	.150	.60	4,866.66
CHECKS PAID AND OTHER DEBITS	24	200	4.80	38,933.33
** SUBTOTAL **			42.45	344,316.65

** ACH SERVICES **				
ACH RECEIVED DEBIT	2	200	.40	3,244.44
ACH NOTIFICATION OF CHANGE	1	3.000	3.00	24,333.33
ACH RETURN TRANSACTION	1	5.000	5.00	40,555.55
DT/DLTY ACH MONTHLY MAINT	1	45.000	45.00	365,000.00
TOTAL ACH ORIGINATED ITEMS	504	.150	75.60	613,200.00
ACH POSITIVE PAY MONTHLY MAINT	1	25.000	25.00	202,777.77
DLTY ACH BATCH	6	12.000	72.00	584,000.00
** SUBTOTAL **			226.00	1,833,111.09

** RECONCILIATION SERVICES **				
SMALL BUSINESS CD-ROM MAINT	1	25.000	25.00	202,777.77
SMALL BUSINESS CD-ROM ITEMS	13	.000	.00	
** SUBTOTAL **			25.00	202,777.77

05-05-2022

8540771 AA
 CITY OF MIAMI SPRINGS
 PAYROLL ACCT
 201 WESTWARD DR
 MIAMI SPRINGS FL 33166-5259

FROM 04-01-2022
 TO 04-30-2022

* * * * * HOLD STATEMENT * * * * *

PAGE 8

ACCOUNT OFFICER NANJI B CAMPBELL

61205

GROUP NO.
 ACCOUNT NO.

COMBINED ANALYSIS
 CONTINUED

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** POSPAY/REVERSE POS PAY **				
CPR/POSPAY/PAYEE D/T BANK/FILE	1	.000	.00	
POSITIVE PAY - MAINTENANCE	1	55.000	55.00	446,111.11
CONTROL/POSITIVE PAY - ITEMS	13	.080	1.04	8,435.55
** SUBTOTAL **			56.04	454,546.66
** INFORMATION SERVICES **				
DLTY BUSINESS BANKING	1	35.000	35.00	283,888.88
DLTY BUSBANK - PD LOADED ITEMS	46	.000	.00	
** SUBTOTAL **			35.00	283,888.88
** CASH MANAGEMENT SERVICES **				
ZBA SUB ACCOUNT MAINTENANCE	1	25.000	25.00	202,777.77
** SUBTOTAL **			25.00	202,777.77
BANK SERVICES			409.49	3,321,418.82
LESS: SERVICE DISCOUNT		45.000	184.27-	1,494,638.37-
BANK SERVICES			225.21	1,826,780.45
NET EARNINGS VALUE			225.21-	
NET AVAILABLE BALANCE	1,826,780-			
AVERAGE BALANCE DEFICIT	1,826,780-			
***SERVICE CHARGE AMOUNT	225.21			



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* * * * * HOLD STATEMENT * * * * *

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ACCOUNT OFFICER NANCI B CAMPBELL

61205

GROUP NO.
ACCOUNT NO.

COMBINED ANALYSIS
PUBLIC FUND ANALYZED CHECKING

AVERAGE BALANCE SECTION	BALANCE	RATE	AMOUNT
AVERAGE BALANCE	0		
LESS: AVERAGE FLOAT	0		
AVERAGE COLLECTED BALANCE	0		
AVG POSITIVE COLLECTED BAL	0		
LESS: REQUIRED RESERVES	0		
AVG POSITIVE AVAILABLE BAL	0	.150	.00
EARNINGS CREDIT ALLOWANCE			00

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** GENERAL BANKING SERVICES **				
MONTHLY ACCT MAINTENANCE FEE	1	21.000	21.00	170,333.33
CREDITS POSTED	29	.900	26.10	211,700.00
CHECKS PAID AND OTHER DEBITS	21	.200	4.20	34,066.66
COIN AND CURRENCY DEPOSITED	8,774	.002	17.55	142,350.00
** SUBTOTAL **			68.85	558,449.99
** ACH SERVICES **				
ACH RECEIVED CREDIT	38	.200	7.60	61,644.44
ACH RECEIVED DEBIT	4	.200	.80	6,488.88
ACH POSITIVE PAY MONTHLY MAINT	1	25.000	25.00	202,777.77
** SUBTOTAL **			33.40	270,911.09
** RECONCILIATION SERVICES **				
SMALL BUSINESS CD-ROM MAINT	1	25.000	25.00	202,777.77
** SUBTOTAL **			25.00	202,777.77
** INFORMATION SERVICES **				
DLTY BUSINESS BANKING	1	35.000	35.00	283,888.88
DLTY BUSBANK - PD LOADED ITEMS	95	.000	.00	
** SUBTOTAL **			35.00	283,888.88

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* * * * * HOLD STATEMENT * * * * *

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ACCOUNT OFFICER Nanci B CAMPBELL

61205

GROUP NO.
 ACCOUNT NO.

COMBINED ANALYSIS
 CONTINUED

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** CASH MANAGEMENT SERVICES **				
ZBA SUB ACCOUNT MAINTENANCE	1	25.000	25.00	202,777.77
** SUBTOTAL **			25.00	202,777.77
<hr/>				
BANK SERVICES			187.25	1,518,805.50
LESS: SERVICE DISCOUNT		45.000	84.26-	683,462.42-
BANK SERVICES			102.98	835,343.08
<hr/>				
NET EARNINGS VALUE			102.98-	
NET AVAILABLE BALANCE	835,343-			
AVERAGE BALANCE DEFICIT	835,343-			
***SERVICE CHARGE AMOUNT	102.98			



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FROM 04-01-2022
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***** HOLD STATEMENT *****

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ACCOUNT OFFICER Nanci B CAMPBELL

61205

GROUP NO.
ACCOUNT NO.

COMBINED ANALYSIS
PUBLIC FUND ANALYZED CHECKING

AVERAGE BALANCE SECTION	BALANCE	RATE	AMOUNT
AVERAGE BALANCE	303,218		
LESS: AVERAGE FLOAT	0		
AVERAGE COLLECTED BALANCE	303,218		
AVG POSITIVE COLLECTED BAL	303,218		
LESS: REQUIRED RESERVES	0		
AVG POSITIVE AVAILABLE BAL	303,218	.190	47.35
EARNINGS CREDIT ALLOWANCE			47.35

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** BALANCE RELATED SERVICES **				
DEP ACCT USAGE RATE (PER \$100)	303,218	17.580	44.42	284,443.85
** SUBTOTAL **			44.42	284,443.85
** GENERAL BANKING SERVICES **				
MONTHLY ACCT MAINTENANCE FEE	1	21.000	21.00	134,473.68
CREDITS POSTED	2	.900	1.80	11,526.31
CHECKS PAID AND OTHER DEBITS	5	.200	1.00	6,403.50
** SUBTOTAL **			23.80	152,403.49
** ACH SERVICES **				
ACH POSITIVE PAY MONTHLY MAINT	1	25.000	25.00	160,087.71
** SUBTOTAL **			25.00	160,087.71
** RECONCILIATION SERVICES **				
SMALL BUSINESS CD-ROM MAINT	1	25.000	25.00	160,087.71
SMALL BUSINESS CD-ROM ITEMS	4	.000	.00	
** SUBTOTAL **			25.00	160,087.71
** POSPAY/REVERSE POS PAY **				
CPR/POSPAY/PAYEE D/T BANK/FILE	1	.000	.00	
POSITIVE PAY - MAINTENANCE	1	55.000	55.00	352,192.98

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* * * * * HOLD STATEMENT * * * * *

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ACCOUNT OFFICER NANJI B CAMPBELL

61205

GROUP NO.
 ACCOUNT NO.

COMBINED ANALYSIS
 CONTINUED

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
CONTROL/POSITIVE PAY - ITEMS	4	080	.32	2,049.12
** SUBTOTAL **			55.32	354,242.10
** INFORMATION SERVICES **				
DLTY CD ACCT MAINT COM/BUSBANK	1	40.000	40.00	256,140.35
DLTY BUSINESS BANKING	1	35.000	35.00	224,122.80
DLTY BUSBANK - PD LOADED ITEMS	7	.000	.00	
** SUBTOTAL **			75.00	480,263.15
<hr/>				
BANK SERVICES			248.54	1,591,528.01
LESS: SERVICE DISCOUNT		45.000	111.84-	716,187.55-
BANK SERVICES			136.69	875,340.46
<hr/>				
NET EARNINGS VALUE			89.34-	
NET AVAILABLE BALANCE	572,121-			
AVERAGE BALANCE DEFICIT	572,121-			
***SERVICE CHARGE AMOUNT	89.34			

EXHIBIT C

FORM OF PROFESSIONAL SERVICES AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
NAME OF ENTITY**

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2022 (the "Effective Date"), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the "City"), and **NAME OF ENTITY**, a [type of entity authorized to do business in Florida] (hereinafter, the "Consultant").

WHEREAS, on [INSERT DATE], the City issued Request for Proposals No. [INSERT NUMBER OF RFP] ("RFP") for [INSERT SHORT NAME OF RFP], which RFP is incorporated herein and attached hereto as Exhibit "A"; and

WHEREAS, the services needed by the City are specifically identified in Section 2 of the RFP (the "Services"); and

WHEREAS, in response to the RFP, on [INSERT DATE], the Consultant submitted a Proposal dated [INSERT DATE OF CONSULTANT'S PROPOSAL] for the Services, which Proposal is incorporated herein by reference and attached hereto as Exhibit "B" (the "Proposal"); and

WHEREAS, on [INSERT DATE], an Evaluation Committee appointed by the City Manager short listed Respondents and ranked the Consultant as the most qualified firm for the Services; and

WHEREAS, on [INSERT DATE], the City Council adopted Resolution No. [INSERT NUMBER], selecting the Consultant to provide the Services and approving an agreement with the Consultant; and

WHEREAS, the Consultant will perform the Services for the City, as further described in Consultant's Proposal attached hereto as Exhibit "B"; and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon the fee/rate schedule set forth in Exhibit "C" (the "Fee/Rate Schedule") for the Services; and

WHEREAS, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

1. Scope of Services.

- 1.1. Consultant shall provide the Services set forth in Exhibit "A" in accordance with the Proposal attached hereto as Exhibit "B" and incorporated herein by reference (the "Services").
- 1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the City.
- 1.3. The Consultant shall abide by the terms and requirements of the RFP, as though fully set forth herein.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be from the Effective Date through an initial five (5) year term, with the option to exercise up to five additional one year terms, unless earlier terminated in accordance with Paragraph 8. Additionally, this Agreement shall allow for the option to renew up to two (2) additional five (5) year periods on the same terms as set forth herein unless the City Manager provides the Consultant with written notification, at least thirty (30) days prior to the expiration of the then current term, that the City elects not to renew this Agreement.
- 2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Manager.

3. Compensation and Payment.

- 3.1. Compensation for Services provided by Contractor shall be in accordance with the Fee Schedule attached hereto as Exhibit "C" (the "Fee Schedule"). Additional expenses that are not included in the Rate Schedule must be pre-approved, in writing by the City and will be considered as line item reimbursements, without markup.
- 3.2. Consultant shall deliver an invoice to the City no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

4. Subconsultants.

- 4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services and/or any Project.
- 4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion.

5. City's Responsibilities.

- 5.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2. Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

- 7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

8. Termination.

- 8.1. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.
- 8.2. Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Manager.
- 8.3. In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such

insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of

any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Patents and Royalties. The Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Consultant shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Consultant shall pay all damages and costs awarded against the City in such matter.

14. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

15. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

16. Entire Agreement/Modification/Amendment.

16.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

17. Ownership and Access to Records and Audits.

17.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- 17.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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.
- 17.3. Upon request from the City's custodian of public records, Consultant 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.
- 17.4. 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.
- 17.5. 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 Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant 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 Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 17.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 17.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.
- 17.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.**
18. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

19. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
20. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
21. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
22. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
23. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
24. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
25. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
26. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
27. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - 27.1. First Priority: Base Agreement;
 - 27.2. Second Priority: Exhibit C – Fee Schedule;

27.3. Third Priority: Exhibit A - RFP No. 03-20/21;

27.4. Fourth Priority: Exhibit B – Consultant’s Proposal

28. Non-Exclusive Agreement. The City reserves the right to procure or acquire similar Services from another consultant while this Agreement is in full force and effect.

[Remainder of page intentionally left blank. Signature pages follow.]

SAMPLE

Tab K. References

Introduction

The Governing Documentation described below applies to and governs the use of the various treasury management services offered by Amerant Bank, N.A. (the "Services"). Through the Governing Documentation, Amerant Bank, N.A. is referred to as "Bank"; the Bank's customer signing this Treasury Management Master Agreement is referred to as "Customer"; all the affiliates or subsidiaries of the Customer that are enrolled in the Services as affiliates of the Customer, have used the Services and/or have received or execute transfers through the Services are referred to as "Customer Affiliate(s)"; the person(s) appointed as Customer's representative(s) in any corporate resolution or other similar legal document that Bank has accepted from Customer, that has/ have full legal authority to use the Services and designate other system administrators or users of the Services on behalf the Customer and the Customer's Affiliate(s) is referred to as "Authorized Representative(s)". By enrolling for the use of any Service, or by using or allowing any other to use any Service in relation to any of the Accounts (as defined below), Customer accepts and agrees to the rules, terms, and conditions set forth through the Governing Documentation.

PART 1 | General Terms And Conditions

1. Governing Documentation. The Governing Documentation that applies to and governs the use of the Services includes:

- a. The Treasury Management Services and TreasuryConnect Enrollment Form ("TreasuryConnect Enrollment Form") or any other enrollment form for the use of the Services that the Bank may have accepted from Customer from time to time.
- b. The Treasury Management Resolutions ("Parent Agreement") or any other corporate documentation to support Customer's Corporate authority that the Bank may have accepted from Customer from time to time.
- c. The Treasury Management Resolutions - Affiliate Agreement (if applicable) or any other implementation form for the use Services that the Bank may have accepted from Customer from time to time.
- d. The Implementation Forms for each Service requested or used by the Customer.
- e. This Treasury Management Master Agreement ("Master Agreement"), consisting of: This Parts 1 containing the General Terms and Conditions applicable to all the Services, as they may be in effect or used by Customer from time to time; Part 2 containing sets of provisions applicable to each Service that the Customer uses; and, Part 3 containing the Affiliate Agreement, which shall apply and be executed by the Customer Affiliate(s) whenever the Customer enrolls Affiliates' Accounts in the Services.
- f. The rules and regulation relating to the establishment, maintenance, and management of the deposit account(s) ("Account(s)") that Customer and Customer Affiliates maintain at Bank in connection with the Services.
- g. Bank's Miscellaneous Service Fees Schedule ("Fees Schedule").
- h. Any other agreement, terms and conditions, or any other document that is referenced in this Master Agreement or may govern the use of the Services ("Other Agreements") including, but not limited to, the terms and conditions applicable to the Bank's website at www.amerantbank.com ("Amerant Website").

If there is any inconsistency on a particular issue among the documents that make up the Governing Documentation, the documents listed above will control that issue in the order set forth from top to bottom.

2. Services. Bank and Customer will agree upon the Service(s) to be provided.

3. Service Fees. Customer will pay Bank the fees described in the Fees Schedule, in the Governing Documentation or that has been disclosed to Customer by any other means, and any taxes applicable to each Service however designated exclusive of taxes based on Bank's net income. Bank may debit any Customer's Account(s) for any fees not covered by earnings credits and any taxes that are due. Bank may assess finance charges at a rate of 1.5% per month (18% per annum) or the highest rate permitted under applicable law, whichever is less, on any invoiced fees or taxes not paid within thirty (30) days of the due date. Fees as provided in Customer's Other Agreements, if any, still apply.

4. Customer Information. Customer shall provide Bank with such financial and legal information and documentation as Bank may request for the purpose of: (a) determining Customer's and Customer Affiliates' eligibility and/or qualification for the Services; (b) enabling the Bank to provide or deliver the Services; and (c) enabling the Bank to comply with applicable laws, rules, and regulations (hereinafter the "Applicable Laws"), including, without limitation, such information and documentation that the Bank may need for the appropriate determination and verification of authority of the Authorized Representatives, and Customer's and Customer Affiliates' relationship, ownership and organizational composition (jointly, the "Customer Information"). The Customer agrees to provide Customer Information promptly upon Bank's request therefor, in the form required by the Bank. The Customer authorizes Bank to investigate at any time any information provided by Customer and to request on Customer's and Customer Affiliates' financial conditions and business affairs from third party reporting agencies from time to time as the Bank deems desirable in its discretion. The Customer further agrees to execute and deliver such additional documentation as the Bank may from time to time require to confirm Customer's and Customer Affiliates' continuing eligibility for the use of the Services in accordance to the Governing Documentation. The Customer Agrees that the Bank may disclose Customer Information to third parties as the Banks deems necessary or convenient in order to discharge Bank's duties and responsibilities in the delivery of the Services and in the execution of Service transactions and activity, and/ or as necessary for the Bank to comply with Applicable Laws. The Customer further agrees to permit Bank remote or physical access to Customer's facilities at any time, upon two days' prior notice, for purpose of verifying any systems, procedures, controls, and records as Bank deem necessary to determine Customer's compliance with the Governing Documentation and the Applicable Laws.

5. General Representations and Warranties. Customer represents and warrants that: (i) Customer has taken all necessary actions to authorize the execution, delivery and performance of the Governing Documentation; (ii) the Authorized Representative(s) signing the Governing Documentation is/are duly authorized to do so; (iii) Customer has obtained all consents, authorizations or instructions required in connection with its acceptance of the Governing Documentation, including those required by any government body, and such consents, authorizations and instructions are in full force and effect; (iv) Customer's acceptance of the Governing Documentation and its performance of its obligations under the Governing Documentation will not violate any law, regulations, order, ordinance, rule, charter, bylaw, or other organizational document applicable to Customer or any agreement by which it is bound or by which any of Customer's assets are affected; (v) the Governing Documentation constitutes a legal, valid and binding obligation, enforceable against Customer in accordance with their terms; (vi) all Customer Information, including without limitation any information containing any representation, warranty, covenant or agreement made in respect of Customer or Customer Affiliates or their businesses and operations, is or will be at the time of delivery to Bank accurate and complete in all material respects; (vii) Customer understands that Bank may rely on the Customer Information in connection with transactions effected for credit to its Accounts; (viii) any and all Customer Affiliates are related to the Customer by common ownership and control, and Customer shall immediately notify Bank and unsubscribe the Customer Affiliate's Account from the service in the event that such relationship ends with respect to a

Customer Affiliate; (ix) Customer shall not use the Services for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene, threatening or damaging in any way; (x) Customer agrees to conduct its businesses and operations in accordance with the Applicable Laws; and (xi) Customer agrees that any notice that the Bank gives to any Authorized Representative, Administrator or User (as defined below), will have full effect and will be sufficient to put the Customer on notice.

6. Security Procedures. Customer shall comply with the security procedures established by Bank for the use of the Services, as they may be implemented and/or amended from time to time (the "Security Procedures"), and which shall be subject to the following provisions:

a. Customer agrees to follow the Security Procedures Bank has established for Customer's communications with Bank.

b. Customer hereby accepts and authorizes the use of the Security Procedures and, unless and until any additional or different procedures for verifying the authenticity of any Customer's instruction are specified in a writing that is provided by the Bank and accepted by Customer by continuing using the Services, the use of the Security Procedures in the manner set forth in the Governing Documentation shall be the sole security procedure required with respect to any Customer's instruction, and Customer acknowledges and agrees that: (a) the Bank offers various procedures affording differing degrees of security, and Customer has had an opportunity to inquire about such procedures and to select any of them; (b) the Security Procedures are sufficient to protect Customer's interests in light of its needs, and no special circumstances exist with respect to Customer that would require any other security procedure; and (c) the Security Procedures are methods of providing security against unauthorized instructions that are commercially reasonable under the circumstances and in light of the size, type, frequency, and volume of banking transactions that Customer contemplates undertaking.

c. Customer acknowledges that the sole purpose of the Security Procedures is to determine the authenticity of Customer's instruction, and not to determine their accuracy. Customer is solely responsible for any duplication of any bank transaction and for the accuracy of the content of its instructions and their transmission to the Bank.

d. Customer will be responsible for updating the information of the Authorized Representatives, agents, employees or Customer's attorneys-in-fact designated by Customer by deleting, removing or notifying the Bank about those that have been revoked, and including the information of their replacements. Until Customer notifies Bank and Bank has a reasonable opportunity to act on the notice, Customer shall remain responsible for any transactions and/or instructions given by use in accordance with the Security Procedures. Customer is solely liable for any transactions and/or communications initiated by Bank before Bank has received notice from Customer of the breach or potential breach of any Security Procedures and have had a reasonable opportunity to act on such notice.

e. Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, frauds commonly referred to as "phishing"). Customer agrees to educate Customer's agents, employees and attorneys-in-fact as to the risks of such frauds and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify account numbers, passwords, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or have reason to believe, is fraudulent, Customer agrees that neither Customer nor Customer's Authorized Representative, Customer's agents, employees and attorneys-in-fact shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer shall inform about and forward to Bank any suspected fraudulent or suspicious e-mail. Customers shall routinely scan their equipment and systems using a reliable virus product to detect or remove any viruses. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or internet fraud, any computer virus or related problems which may be attributable to the use of the Internet.

f. Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures. Bank will endeavor to give Customer

reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Customer if Bank, in its judgment and discretion, believe such change to be necessary or desirable to protect the security of Bank's systems and assets. Customer's implementation and use of any changed Security Procedures and/or continued use of the Service after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

g. Customer are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of Customer's data and systems. Customer acknowledges that neither the Bank nor its agents control the Internet or other information systems operated by third parties and Customer will not hold Bank or Bank's agents liable for any failures, acts, or omissions of any third party information system operator, including but not limited to, unauthorized access to, alteration, theft, or destruction of information and data. Customer agrees that Bank is not responsible if Customer's computer system, Customer's internal controls or other operating software that may interact with Bank's systems operate poorly or slowly. Customer agrees to audit its security practices and otherwise comply with the best practices pertaining to Internet security. Customer agrees that Customer's email system will not block emails from Bank's domain and that Customer are fully responsible if Customer's email system blocks emails from Bank's domain.

h. Customer assumes all risks associated with these Security Procedures and all damages, costs, expenses, losses and liabilities resulting from any failures of such procedures.

i. Bank may employ, in addition to the Security Procedures, any other measure(s) it deems appropriate to verify the authenticity of any activity performed by Customer while using the Services, including, but not limited to, challenge questions and security images and phrases. The determination with respect to the employment of any such additional verification measure(s) shall be in the sole discretion of Bank.

7. Proper Instructions. Except as expressly provided in the Governing Documentation, Bank will act for Customer's account only pursuant to Proper Instructions provided to Bank, and Bank will have no duty to act in the absence thereof. As used herein, "Proper Instructions" means Customer's instructions from the Authorized Representatives, Customer's agents, employees and attorneys-in-fact designated by Customer on a form reasonably acceptable to Bank and in accordance with the Security Procedures or other operational procedures established by Customer and Bank, given orally either in person or by telephone, or by facsimile transmission or by electronic mail or any electronic service that provides access to Services, setting forth in reasonable detail the specific transaction(s) involved and subject to such authentication procedures, if any, as Bank may determine in its own discretion. Any Proper Instructions given by Customer to Bank shall not be effective until they are actually received by Bank, and Bank has had a reasonable opportunity to act upon such instructions. Customer agrees that Bank may act, and shall incur no liability in acting, upon any Proper Instructions as reasonably understood by Bank, provided that such instructions reasonably appear to be genuine to Bank. Customer agrees that it is responsible for, and Bank may rely upon, the accuracy and authenticity of all data and other information furnished to Customer by its Authorized Representatives, Customer's agents, employees and attorneys-in-fact. Customer acknowledges that Bank reserves the right to decline to accept any Proper Instructions or to execute any transaction(s) for Customer's account in Bank's sole discretion. Bank shall in no event have any responsibility to accept Proper Instructions or to otherwise act with respect to Customer's account unless indemnified to Bank's satisfaction. Nothing in this provision, however, obligates Bank to honor, either in whole or in part, any transaction or instruction that: (i) is not in accordance with any condition agreed in the Governing Documentation or in any other agreement between Customer and Bank; (ii) Bank has reason to believe may not be authorized by Customer; (iii) exceeds any Funding Limit or Transactions Limits (as defined below), or daily limits imposed by Bank on Customer's transactions; (iv) exceeds Customer's collected and available funds on deposit with Bank; (v) involves funds that are subject to a hold, dispute or legal process which prevents their withdrawal; (vi) violates any provision of any applicable risk control program of the Federal Reserve Bank or any rule or regulation of any federal or state

regulatory authority; or (vii) for the protection of Customer or any other party, Bank has reasonable cause not to honor.

8. Erroneous Information. If the content of any communication or information received by Customer from Bank or its agents appears to be incorrect or directed to a third party ("Erroneous Information"), Customer will immediately notify Bank and will return the original Erroneous Information as reasonably requested by the Bank. Customer agrees it will not disclose, use, review or copy any Erroneous Information.

9. Joint and Several Obligations of Participating Parties. If more than one party joins or participates in one or more Services (including, but not limited to, the Customer Affiliates), the contractual obligations shall be the independent obligations of each of the parties that joins or participates in the Services, the obligations hereunder being joint and several. Each of such parties agrees that there is no expectation of privacy between the entities that have joined and/or participated in the Services. Each party that participates in one or more Services hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Services, and all other aspects of the performance hereof by the parties, have been duly authorized by Applicable Law and by all necessary parties, including, without limitation, the account holder of each account, and that each party has obtained and shall maintain in its regular business records, and make available to Bank upon reasonable demand, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with such account holder's organizational documents and board resolutions or other written consents. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon each use of the Services and Bank's effecting each transfer and commingling of funds.

10. Funding Limits. Bank at its own discretion may, from time to time, impose dollar amount limits ("Funding Limits") and number of transactions limits ("Transactions Limits") with respect to any Service.

11. Cutoff Hours. Each Service may have cutoff hours as set forth in various Governing Documentation, other documentation, or Amerant Website. In general, transactions initiated or instructions received after the established cutoff hour shall be considered as having been made on the next Business Day. The term "Business Day" shall mean every Monday through Friday, excluding Federal Reserve Bank Holidays.

12. Overdrafts. Bank may, but shall not be required to, execute a transfer or payment order made by the Customer if such execution would cause an overdraft in an Account.

13. Notice of Claim

a. Reporting Period

i. **Thirty-Day Reporting Period:** Customer agrees to review, regularly and promptly, all reports, bank statements, payment order, instructions, adjustments, charges, entries and other transactions. Customer shall immediately or, in any event, not later than thirty (30) calendar days following the date that Bank first mail or otherwise make available to Customer notification of the transaction ("Notice Period"), notify Bank of any error or discrepancy between Customer's records and any notice or statement from Bank, or any transaction or transfer Customer believes was not authorized. Customer agrees to notify Bank immediately of any claim Customer has or any claim that is made to Customer by a third party, for damages that may be the result of acts or omissions of the Bank in the provision of the Services.

ii. **Reporting Periods of Less than Thirty Days:** In some cases, Customer is obligated to notify Bank of unauthorized activity or discrepancies within a shorter time frame. Customer shall notify Bank of errors in ACH or wire transactions as soon as possible, and not later than 24 hours after first discovering the unauthorized transaction or error.

b. Failure to notify

i. If Customer fails to notify Bank of discovery within the Notice

Period, in the event of an erroneous transaction, Customer will be liable for all losses (including any loss of interest) up to the amount of the transaction which result from its failure to give Bank notice or which might have been prevented by giving Bank notice. In the event of an unauthorized payment order, Bank will not be liable for any loss of interest which results from Customer's failure to give Bank notice or which might have been prevented by giving such notice.

ii. Unless otherwise provided in the Governing Documentation, if Customer fails to notify Bank of any error or discrepancy within thirty (30) calendar days following the day Bank first mail or otherwise make available to Customer a notice, including notice via electronic format which may be available via the Internet, Customer is precluded from asserting and waive any such error or the discrepancy against Bank.

14. Recording and Use of Communications. Customer agrees that all communications, data transmissions instructions, and other discussions between Customer (or Customer's Authorized Representatives, Customer's agents, employees or attorneys-in-fact) and Bank may (in its sole discretion without any obligation to) be monitored and/or electronically recorded and retained by Bank for as long as it deems appropriate and may destroy them at any time in its sole discretion. Customer agrees that Bank may produce such communications or data transmissions as evidence in any proceedings brought in connection with the Governing Documentation or the Services.

15. Electronic Communications. When Customer uses any electronic banking Service or Internet banking service, Customer agrees that any and all disclosures and communications regarding those Services or the Governing Documentation may be made electronically, including via email, or by posting to Amerant Website in accordance with the Applicable Laws. Any electronic disclosure or communication Bank makes will be considered made when transmitted by Bank; and any disclosure or communication Bank makes by posting to Amerant Website will be considered made when posted by Bank.

16. Responding to Legal Process or Investigations. If Bank receives a request for information regarding account activity or transactions from a third party with a legal right to request such information, Customer agrees to reimburse Bank for any costs associated with responding to such request, including, but not limited to, the costs of production of such information (including research, copying and shipping, costs of appearing at depositions or interviews, costs of correspondence, and costs of court filings or appearances in the event Bank believes it is prudent to make such filings or appearances to protect Customer's rights). Bank may request Customer's assistance with or participation in such response, and if Bank does so, Customer agrees to assist Bank and cooperate with Bank as reasonably requested.

17. Customer's Agents. Customer assumes sole responsibility for any actions performed on Customer's behalf by its agents or contractors. Customer agrees that Bank has no duty to monitor, detect or report any errors, omissions, or unlawful activities by Customer's agents or contractors.

18. Bank's Agents. In the event that any Service is dependent on Bank's ability to obtain or provide access to third party networks and distribution systems, Customer agrees that if the network or system is unavailable, or in the event that Bank determines, in Bank's sole discretion, that Bank is unable to continue providing third party network or system access, Bank may discontinue the related Service or may provide the Service through an alternate third party network or system. In any event, the Bank shall not be liable for the unavailability of any third party network or system.

19. No Advertising. No party hereto shall use the name of any other party hereto in any marketing or advertisement without the prior written consent of any such other party.

20. Bank's Liability.

a. The Bank is not responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (i) Customer's actions or omissions, or those of third parties which are not within Bank's immediate and reasonable control; (ii) Customer's negligence, willful misconduct, bad faith or breach of any agreement with Bank; (iii) any ambiguity, inaccuracy or omission in any instruction or information provided to Bank; (iv) any error, failure,

loss of information, disruption or delay in the transmission or delivery of data, records or items due to a breakdown in any computer, utility or communications facility; (v) any error or omission, willful or negligent by any third party, that results in any equipment malfunction or any loss, cost, expense or damage to Customer in connection with any software, system, technical computer service, including software installation or de-installation, or the Bank's or Customer use thereof; (vi) circumstances beyond Bank's reasonable control, including delays by third parties, unusually severe weather conditions, accidents, strikes or labor disputes, riots, acts of government, insurrection, war, civil unrest, sabotage, fire, explosion, flood, water damage (e.g., from fire suppression systems), acts of terrorism or acts of God; or (vii) the application of any government or funds-transfer system rule, guideline, policy or regulation. Bank's performance of Bank's obligations shall be extended to include the period of time that Bank (or Bank's third party processor, if any) were delayed or prevented from performing Bank's obligations under the Governing Documentation by reason of any of the above causes. If Bank makes an error, upon written notice of the error, Bank will, to the extent reasonably possible, correct the error promptly.

b. Except for direct losses caused by Bank's gross negligence or willful misconduct, Bank's liability for every loss, cost, or liability arising from Bank's errors, whether caused by acts or omissions, is limited to the average monthly charge for the Services in question for the six-month period preceding the date of loss. Bank shall not be responsible, under any circumstances for any loss of goodwill or for any punitive, special, consequential or indirect damages or loss of profits that Customer incurs in connection with the Governing Documentation or the Services, any equipment, software or system, even if the Bank has been advised of the possibility of such damages. Bank shall not be liable for any failure to perform any of Bank's obligations under the Governing Documentation if such performance would result in Bank being in breach of any law, regulation, requirement or provision of any government, governmental agency, banking or taxation authority in accordance with which Bank is required to act, as Bank shall determine in Bank's sole discretion.

c. Customer acknowledges that Bank's fees for Services have been established in contemplation of: (a) the limitations on Bank's liability set forth in the Governing Documentation; (b) Customer's agreement to review statements, confirmations, reports, and notices promptly, and to notify Bank immediately of any discrepancies or problems; (c) the application of the alternative dispute resolution provisions set forth in the Governing Documentation; and (d) Customer's assumption of the risk of error, failure, or non-performance, malfunction, or improper operation of its systems, computers, or software.

d. Any claim, action or proceeding to enforce the Governing Documentation or to recover for any Services related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs. This Section shall survive termination of the Governing Documentation and all Services.

21. No Implied Waivers; Remedies Not Exclusive. No failure by Bank to exercise, and no delay in exercising and no course of dealing with respect to, any right or remedy under the Governing Documentation shall operate as a waiver thereof; nor shall any single or partial exercise by Bank of any right or remedy under the Governing Documentation preclude further exercise thereof or the exercise of any other right or remedy. The rights and remedies specified in the Governing Documentation are cumulative and are not exclusive of any other rights or remedies provided by law. No course of dealing and no delay or failure of Bank, Bank's parent company, affiliates, subsidiaries, agents, successors in interest or assigns in exercising any right, power or privilege under the Governing Documentation or any other agreement in connection with the Services shall affect future exercise thereof or the exercise of any other right, power of privilege; nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or any other right, power or privilege. Bank's rights and remedies, and those of Bank's parent company, affiliates, subsidiaries, agents, successors in interest or assigns under the Governing Documentation or any other documents or instruments pursuant to or in connection with the Services are cumulative and not exclusive of any rights or remedies which any such parties would otherwise have.

22. Non-Encrypted Transmissions via Computer. Customer acknowledges that certain computer data transmissions or other

communications between Customer and any other party may not be encrypted. Customer assumes the risk of interception of unencrypted data transmitted between Customer and Bank or between Bank and any third party that represents Customer.

23. No Warranty. CUSTOMER ACKNOWLEDGES THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO (I) THE VALUE, CONDITION, DESIGN OR FUNCTIONING OF ANY SERVICE; AND (II) THE USE, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OF ANY SYSTEM, SOFTWARE OR OTHER RIGHTS TRANSFERRED HEREIN, FREEDOM FROM INFRINGEMENT OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE SYSTEM, SOFTWARE OR OTHER RIGHTS TRANSFERRED HEREIN. IN THIS REGARD, CUSTOMER ACKNOWLEDGE THAT BANK WILL NOT BE LIABLE TO CUSTOMER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE USE OF OR INABILITY TO USE THE SYSTEM, SOFTWARE OR OTHER RIGHTS TRANSFERRED HEREIN.

24. Indemnity. Bank shall not incur any liability with respect to any act or omission in reliance upon any document, including any written notice by Customer or instruction provided for in the Governing Documentation. Customer agrees to indemnify and hold Bank harmless for any and all actions Bank takes in accordance with Customer's instructions, even if Bank varies from Bank's standard procedures in honoring such instructions. In the event that Bank or Bank's respective officers, directors, shareholders, agents, representatives or affiliates, or any heirs, legal representatives, successors or assigns of the foregoing (each an "Indemnified Party" and collectively the "Indemnified Parties") become involved in any capacity in any action, proceeding or investigation brought by or against any person (including Customer) arising out of or based upon any false representation or warranty or breach or failure by Customer to comply with any covenant or agreement made by Customer herein or in any other document furnished by Customer to any Indemnified Party in connection with the Governing Documentation or any transaction effected pursuant to the Governing Documentation, or any claim arising directly or indirectly from Customer's use of the Services, any software, technical computer service, including the software installation or de-installation, or system, or any claim is otherwise made against any of the Indemnified Parties arising out of the performance by Bank of its duties and obligations under the Governing Documentation, Customer will indemnify and hold harmless each of the Indemnified Parties from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements (including, but not limited to, reasonable legal costs and expenses) of any kind or nature whatsoever (collectively, "Losses") incurred in connection therewith, other than such Losses that are ultimately determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from such Indemnified Party's gross negligence or willful misconduct. Customer acknowledges and understands that third parties are providing information or services to the Bank in order for the Bank to perform the Services. Customer agrees to hold harmless said third parties and indemnify said parties from any and all liability resulting from Customer's use of the Services.

25. OFAC, BSA, Fraud, and Other Matters. Customer understands and agrees that the Bank will not make any transaction, and may be required to "block" or "freeze" any funds involved in any intended, requested, or initiated transfer, if such transfer would violate or appears to violate any regulation or other requirement of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"). Customer further agrees, to the fullest extent possible under Applicable Laws, that the Bank shall not have any liability for its failure to make or delay in making funds available to the beneficiary of a transfer if the failure or delay results from or is related to: (i) the Bank's fraud screening procedures; (ii) the Bank's efforts to comply with the Bank Secrecy Act, OFAC requirements, or similar laws or requirements; (iii) Customer's or any other person's provision of incorrect or incomplete information, or failure to provide required information, to the Bank in connection with the transfer; (iv) the lack of sufficient available funds in the Account from which the transfer is to be made; or (v) the transfer being made with fraudulent intent. Customer acknowledges that

transactions made on its behalf may be subject to federal and state laws and regulations governing transactions in currency and other monetary instruments relating to money laundering activities and the funding of terrorism and that such laws and regulations may impose severe criminal penalties on those who participate or assist in such activities or in structuring of such activities to avoid reporting requirements. You acknowledge that we may monitor transactions for compliance with such laws and regulations. Provided, further, you agree that you will not initiate any Order which would violate, or result in a payment in violation of the federal and state laws or regulations, including, without limitation, the federal laws and regulations administered by bank regulatory agencies and the Office of Foreign Assets Control ("OFAC") relating to money laundering and the funding of terrorism.

26. Term and Termination. Unless terminated sooner in accordance with the Governing Documentation, this Master Agreement and all Services will continue in effect until terminated by either party upon thirty (30) days prior written notice to the other party (unless a Service is terminated sooner in accordance with the Governing Documentation). Bank may terminate any Service: (a) following notice to Customer of a breach within 15 days of the date of such notice, or (b) without notice to Customer if (i) Customer or Customer Affiliates, are subject to a petition under the U.S. Bankruptcy Code; or (ii) Bank determines in its sole discretion that a material adverse change has occurred in Customer's or Customer Affiliates' ability to perform their obligations under the Governing Documentation. The termination of a Services will not affect Customer's or Bank's rights or obligations with respect to transactions occurring before termination. Bank will not be liable to Customer for any losses or damages Customer may incur as a result of any termination of any or all Services. The provisions in Sections 3, 14, 19, 20, 21, 23, 24, 28, 29, and 30 shall survive the termination of the Service.

27. Amendments to Governing Documentation. Bank may amend, add, or delete any term and condition detailed in the Governing Documentation at any time. Generally, any additions, deletions or other amendments will be posted on Amerant Website. To the extent and in the manner and timeframes required by law, the Bank will notify Customer in advance of any changes that affect Customer's rights and obligations. Customer indicates its acceptance of any change Bank makes by continuing to use the Service after the change becomes effective.

28. Successors and Assigns. The Governing Documentation shall be binding upon and inure to the benefit of the parties hereto and their respective successors, administrators, liquidators, receivers, trustees, assignees, custodians, or other similar officials. Customer may not assign its rights or delegate its duties under the Governing Documentation without Bank's consent, and any purported assignment in violation of this provision shall be null and void. With prior notice to Customer, Bank may assign or transfer any or all of its rights and obligations under the Governing Documentation or Customer's accounts to any parent entity, any affiliate, any direct or indirect wholly owned subsidiary of Bank or any other person which acquires all or substantially all of the custodial business of Bank. Customer hereby consents to any such assignments or transfers and agrees to enter into any agreement which Bank may reasonably request to effect such assignments or transfers.

29. Entire Agreement. The Governing Documentation constitute the entire and complete understanding between and among the parties with respect to the Services, and no representations or agreements, expressed or implied, of any kind or character whatsoever have been made except as are expressly set forth in the Governing Documentation.

30. Governing Law. This Master Agreement and the Governing Documentation are governed by the laws of the State of Florida, and where applicable, by United States Federal Law. Without affecting the Bank's right to serve legal process in any manner permitted under Applicable Laws, Customer consents to the service of any and all process in any action or proceeding relating to this Master Agreement and the Governing Documentation by mailing copies of such process to the address Customer designated for Customer's bank statements. **THE CUSTOMER AND THE BANK EACH IRREVOCABLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING FROM OR RELATING TO THIS MASTER AGREEMENT, THE GOVERNING DOCUMENTATION OR THE USE OF THE SERVICES.**

PART 2 | Terms and Conditions for Specific Services.

A- TREASURYCONNECT TERMS AND CONDITIONS

1. Description of the Service. TreasuryConnect is an online web-based commercial banking service that allows the Customer to initiate certain transactions and functionalities, and obtain information in connection with the Services. Additional details regarding TreasuryConnect's functionality, formatting and technical requirements may be available for the Customer in the then current TreasuryConnect reference material.

2. Use of TreasuryConnect. Customer may use the TreasuryConnect with respect to the Accounts and Services that Customer has requested to Bank and/or Bank has included in its implementation of TreasuryConnect for the Customer. Customer must register for TreasuryConnect and must select a user ID and password to access the Accounts and the Services.

3. Security Administrators and Users. In order to use TreasuryConnect, Customer must identify an individual who will act as Customer's TreasuryConnect security administrator ("Administrator(s)") by selecting a Primary Administrator in the TreasuryConnect Enrollment Form. Customer may also select a Dual Administration feature ("Dual Administration") by appointing a Primary Administrator and at least one Secondary Administrator. Unless Customer has selected Dual Administration, the Primary Administrator will be able to assign or remove individual user(s) ("User(s)") with authority to use TreasuryConnect, with access to any Accounts and Services included in Customer's setup of TreasuryConnect for any functionality or entitlement that is available in TreasuryConnect and create or modify available Account(s) configurations. In addition, the Administrators may also terminate Users' entitlements. When Customer has selected Dual Administration the Primary Administrator and one Secondary Administrator shall authorize on behalf of the Company to create and modify User(s) and Account(s) configurations. Customer is solely responsible for notifying Bank if any administration entitlement of an Administrator or User is terminated.

4. Security Procedures. The Security Procedures for the use of TreasuryConnect include the following provisions:

a. Customer will be given or will select a unique, personal, User ID and Password to gain access to TreasuryConnect ("Security Credentials"). Customer and each Administrator and User will be responsible for the confidentiality and use of their Security Credentials. Customer will be responsible for all instructions received by Bank using the Security Credentials. Bank reserves the right to require Customer to change any or all of the Security Procedures or Security Credentials at any time. The Administrator(s) shall be responsible for distributing the Security Credentials to Users and retrieving the Security Credentials from the User upon revocation of User's access rights. Once Customer is under control of its Security Credentials, the Bank is entitled to act on instructions received through the Security Credentials without inquiring into the identity of the person using the Security Credentials, and any such instructions will be effective to bind Customer, whether or not Customer actually sent them itself or authorized someone else to do so.

b. In the event that the Bank provides an initial password, the Administrator(s) will be required to change it and create new passwords the first time they login into TreasuryConnect. It is the Administrator's responsibility to understand the security capabilities built into the Services and to assign and, as appropriate to Customer's business and security needs, to restrict access to the various applications of the Services only to those employees who have a need to know, keeping in mind the importance of separation of duties as an important way of protecting Customer. Customer agrees to change the Security Credentials frequently in order to ensure the protection and confidentiality of Security Credentials. The Administrator also maintains the responsibility of setting certain limits related to dollar or volume thresholds for the Users if available in TreasuryConnect.

c. Customer's Security Credentials are confidential and should not be disclosed to anyone except for the Authorized Representatives, and the Administrators and Users to whom each Security Credential have been assigned. Customer is responsible for the safekeeping of the Security

Credentials. Customer must notify Bank at once, in the event that a Security Credential has been lost, stolen, or otherwise compromised.

d. Customer agrees to notify Bank immediately if Customer becomes aware of: (i) any loss or theft of any Security Credential for the access to TreasuryConnect; or (ii) unauthorized use of any Security Credential, or of the Service or any information. Customer further agrees to notify Bank immediately if Bank are required to take any action to terminate access to any Services by any User(s). Customer agrees to confirm any oral notification in writing to Bank within 24 hours. Customer agrees to cooperate with Bank to replace the Security Credential in accordance with Bank's security requirements. In the event of the breach of any applicable Security Procedure, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used in breach of the Security Procedure. Customer further agrees to provide to Bank with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Customer's failure to assist Bank shall be deemed an admission by Customer that the breach of the Security Procedures was caused by a person who obtained access to Customer's transmitting facilities or who obtained information, facilitating the breach of the Security Procedures, from Customer and not from a source controlled by Bank.

5. Dual Approval Security Feature. The Security Procedures for TreasuryConnect include the use of the "dual approval" security feature ("Dual Approval"). The dual approval security feature, if activated, requires that at least two authorized Users be involved in the initiation and release of any wire transfer or ACH transaction through TreasuryConnect. The Dual Approval requires, if activated, that one User with sufficient initiation entitlements input the transaction information and at least one other User with sufficient approval entitlements then approve the transaction before it is released and processed.

6. Accounts. If any loan or credit card account types are included in Customer's setup for TreasuryConnect, the term "Account", when used in these TreasuryConnect terms and conditions or the general terms and conditions in reference to TreasuryConnect, includes these account types. In such case, Customer authorizes Bank to release information relating to any loan or card account, including the release of such information to any User, in accordance with the TreasuryConnect access Administrator(s) has/have granted to each such Users.

7. Setups of TreasuryConnect. The Administrator(s) will need to designate the User(s) for each setup on a TreasuryConnect and grant those Users access to the accounts and services included in those setups and any functionality or entitlement that is available in TreasuryConnect.

8. Limitations on the Bank's Responsibility. Bank agrees to make reasonable efforts to ensure full performance of TreasuryConnect. Bank will be responsible for acting only on those instructions sent through TreasuryConnect that are actually received. Bank cannot assume responsibility for computer or systems malfunctions or malfunctions in communications facilities not under Bank's control that affect the accuracy or timeliness of the messages or instruction that Customer sends. The Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider or caused by any browser software. Additionally, Bank is not responsible if Customer gives Bank incorrect instructions or Customer's instructions are not given sufficiently in advance to allow for timely processing or delays in mail service. The Bank is not responsible for any computer virus or related problems which may be attributable to the use of the Internet. Bank encourages its customers to routinely scan their PC and portable devices using a reliable virus product to detect or remove any viruses. Except as otherwise provided in the Governing Documentation and in the absence of gross negligence on the part of the Bank: (a) Bank is not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of TreasuryConnect; (b) Bank's entire liability and Customer's exclusive remedy with respect to the use of TreasuryConnect will be the replacement of any browser

or software provided by the Bank to use for TreasuryConnect (if any) that is found to be defective; and (c) Customer agrees to indemnify the Bank and hold it harmless against any direct, indirect, special, incidental or consequential damages arising in any way out of the use of TreasuryConnect.

9. License and Restrictions. TreasuryConnect and all the materials contained in it are protected by intellectual property rights, including copyright, trademark law, patent law, and any other applicable law and either belong to Bank or are licensed to Bank to use by a non-affiliated third party (each a "Third Party Licensor"). Materials include, but are not limited to, the design, layout, look, appearance, graphics and documents on the website, as well as other content such as articles, private placement memoranda and other text.

Customer is granted a limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable, non-resellable license, and right for the sole purpose of Customer's use of TreasuryConnect as expressly permitted herein. This limited right to use TreasuryConnect is revocable in the discretion of the Bank; the Bank and its Third Party Licensors retain all right, title, and interest in and to the TreasuryConnect and any modifications and updates thereto. All rights not expressly granted to Customer herein are reserved.

Except as provided above, Customer may not copy, display, download, distribute, modify, reproduce, republish or retransmit any information, text or documents contained in TreasuryConnect or any portion thereof in any electronic medium or in hard copy (including posting to news groups, mail lists, or electronic bulletin boards), or create any derivative work based on such material without written consent from the Bank.

The Bank and the Third Party Licensors reserve the right to add or delete features or functions, or to provide programming fixes, updates, and upgrades, to TreasuryConnect.

Customer agrees to hold harmless Third Party Licensors and indemnify said parties from any and all liability resulting from Customer's use of TreasuryConnect.

B- ACH ORIGATION TERMS AND CONDITIONS

1. Description of the ACH Origination Service. Bank's Automated Clearing House Service ("ACH Service") allows Customer to initiate debit Entries and credit Entries through the automated clearing house, a funds transfer system for sending and settling electronic Entries among participating financial institutions subject to these ACH Origination Service Terms and Conditions ("ACH Terms and Conditions"). Customer may select the ACH Service for each Account ("Designated Account(s)"). Customer's selection of the ACH Service for an Account must be reflected in an ACH Application form.

2. Functioning of the ACH Service. Under the ACH Service, Bank acts as the Originating Depository Financial Institution ("ODFI") with respect to Entries that Customer sends to Bank on its behalf. Customer will be the "originator" for each of those Entries. By requesting the ACH Service Customer agrees to comply with and be bound by the Rules (as defined below). In the event of any conflict between any rules and definitions which are restated in these ACH Terms and Conditions and the Rules, the Rules shall apply.

3. Definitions. Unless otherwise defined in this Master Agreement or these ACH Terms and Conditions, terms that are defined in the Rules have the meaning given to those terms in the Rules. The following terms have the specified meaning for purpose of these ACH Terms and Conditions.

"ACH Authorized Representative" means each Authorized Representative, each Administrator identified by the Customer or Customer's Affiliate in a TreasuryConnect Enrollment Form or each User appointed by the Administrators through TreasuryConnect or by any other means acceptable by the Bank, who is authorized to give instructions to Bank on behalf Customer or Customer's Affiliate related to Entries, to verify the total dollar amount of the Entries in a File (as defined below) submitted to Bank in a manner acceptable to Bank, or through the use of Bank's phone authorization. Customer is responsible for maintaining up-to-date email and telephone contact information for Customer's ACH Authorized Representatives, in order for Bank to send notices to and contact Customer's ACH Authorized Representative as contemplated in this Master Agreement and the Governing Documentation.

"ACH Cut-off Deadline" means the time on a Business Day by which Bank must receive an Entry in order for Bank to process it on that day. Such deadline is established by Bank and it may alter it from time to time.

"ACH Operator" means a Federal Reserve Bank or other entity that provides clearing, delivery and settlement services for Entries.

"Batch" means Entries that have been grouped together and that have the same Effective Entry Date, the same Entry Class Code, and that settle to the same designated Account.

"Effective Entry Date" means the date specified in an Entry on which Customer wants the Entry to be paid.

"Entry" or "Entries" means a request from Customer to credit entries or debit entries a Receiver's deposit account and includes all data Bank receives from Customer regarding that Entry(ies).

"Entry Class Code" means the codes that distinguishes the various types of Entries.

"File" means a group of entries associated with given transmittal register and related control totals.

"Final Settlement" means the day an Entry is posted to the account of the RDFI with the ACH Operator.

"ACH Instruction" means a Proper Instruction relating to an Entry that Bank receives from one of Customer's ACH Authorized Representatives, including instructions directed to cancel an Entry.

"NACHA" means the National Automated Clearing House Association.

"On-Bank Entry" means an Entry intended to credit or debit an account maintained at the Bank.

"Protected Information" means non-public personal information, including financial information of a natural person used to create, or contained within, an Entry and any related addenda record.

"Receiver" means the person or entity against whose account at a RDFI Customer intends to initiate a debit or credit Entry. Customer represents and warrants that all Entries Customer initiates via ACH Service are authorized by the Receiver.

"RDFI" means the receiving depository financial institution.

"Rules" means the NACHA Operating Rules, as further explained and clarified by the NACHA Operating Guidelines, as both are in effect at the relevant time.

"Third Party Sender" means a type of third-party service provider that acts as an intermediary in transmitting Entries between an originator and an ODFI, and acts on behalf of an originator or another third-party sender.

4. Transmitting Entries to Bank. Customer may transmit Entries and ACH Instructions to Customer so long as Customer comply with the Rules, this Master Agreement, Governing Documents and the Security Procedures. Any Entry Customer sends must be transmitted to Bank through the Bank's business online banking service, TreasuryConnect. All Entries must comply with the requirements of, and be identified by, the appropriate Entry Class Code and comply with all NACHA record format specifications. Bank may at any time prohibit Customer from originating certain types of Entries using the ACH Service. Customer must retain all data on any File transmitted to Bank that Bank would need to reprocess. Customer must retain that data for at least (3) three Business Days after midnight of the Effective Entry Date of that Entry and Customer agrees to give Bank that data immediately upon Bank's request. If Bank allows Customer to use a third-party service provider who is acceptable to Bank, then each reference in these ACH Terms and Conditions to "Customer" includes Customer's third-party service provider as appropriate.

5. Obligations of the Third-Party Sender. The Rules contain special requirements and impose additional obligations on Bank when Bank acts as Customer's ODFI with respect to Entries Customer sends to Bank as a Third-Party Sender. Consequently, Bank must obtain additional agreements and representations from Customer with

respect to such Entries. If Customer sends Bank any Entries as a Third Party Sender, Customer automatically makes the additional agreements and representations specified in the Rules.

6. Processing of Entries. Except as provided in this section with respect to On-Bank Entries, Bank will process Entries and instructions it receives from Customer and then transmits those Entries as the ODFI to an ACH Operator. Bank will transmit the Entries to the ACH Operator by its deposits deadline prior to the Effective Entry Date shown in the Entries as long as the ACH Operator is open for business on that day and Bank receives the Entries: (a) prior to its cut-off deadline; and (b) with a sufficient number of days to meet the Effective Entry Date shown in the Entries. For Entries that Bank receives after those times, Bank will use reasonable efforts to transmit such Entries by the ACH Operator's next deposit deadline on a Business Day on which the ACH Operators is open for business. If Bank receives an "On-Bank Entry" from Customer, Bank will credit or debit the Receiver's account subject to the same cut-offs and conditions stated above. For and "On-Bank Entry" that Bank receives after those cut-off times and deadlines, Bank will use reasonable efforts to credit or debit the Receiver's account on the Business Day following such Effective Entry Date. If the Effective Entry Date of any Entry Bank receives from Customer is not a Business Day, Bank will process that Entry on the Business Day following the requested Effective Entry Date.

7. Exposure Limits and Pre-Funding. Bank reserves the right to establish and change aggregate and individual dollar limits or "exposure limits" for Customer's Entries and Files. Such limits are internal limits established to monitor Bank's credit exposure to Customer, and Bank may, but are not required to, disclose such limits to Customer in its own discretion. Bank may refuse to process Entries or Files that exceed these exposure limits. Bank also reserves the right to change the terms upon which Bank provides ACH Services to Customer at any time if Bank believes Customer's financial condition warrants such a change, including requiring that Customer pre-fund all ACH credit Entries. Pre-funding means that Customer must have good, collected funds in Customer's settlement Account that are not subject to recall or dispute. Bank will place a hold upon the funds when it receives Customer's File containing ACH credit Entries and then withdraw and use the funds to fund those ACH credits.

8. Suspension and Rejection of Entries. Bank may suspend processing of and/or reject an Entry, Batch or File that: (a) does not comply with the Rules, this Master Agreement, the Governing Documentation, or the Security Procedures; or (b) contains an Effective Entry Date more than 14 days calendar days after the day Bank receives it. Bank may suspend processing of and/or reject an "On-Bank Entry" for any reason that would allow that Entry to be returned under the Rules. Bank may also suspend processing of and/or reject an Entry, Batch, or File if Customer fails to comply with any of its obligations under these Master Agreement, including Customer's obligation to maintain sufficient balances in the Designated Account(s). Bank may suspend processing of an Entry, Batch or File without giving notice to Customer. However, if Bank rejects (rather than simply suspend) a Batch or an entire File of Entries, Bank will notify Customer no later than the Business Day on which the Batch or File would have been transmitted to the ACH Operator for processing. In case that an individual Entry is rejected, it will be reported with Customer's returns. If Bank rejects and Entry, Batch or File, Customer may be required to resend it.

9. Termination or Suspension of ACH Services. Without limiting any other rights, Bank may terminate or suspend Customer's use of the ACH Service immediately and without giving Customer prior written notice if Customer has breached the Rules; or if any Entry Customer transmits to Bank, or any of Customer's acts or omissions, might cause Bank to breach the Rules or any representations or warranties Bank makes under the Rules; or if Bank believes termination or suspension is necessary in order to comply with the Rules.

10. Cancellation and Amendment of Entries. Bank has no obligation to honor or process any request from Customer to cancel or amend an Entry once Bank has received that Entry. However, as an accommodation to Customer, Bank will use good faith efforts to attempt to honor Customer's request to cancel (but not to amend) an Entry if (a) the request complies with the Security Procedures and (b) Bank receives such request at a time and in a manner that gives Bank a reasonable opportunity to act on it prior to transmitting the Entry to the ACH Operator or, in the case of an On-Us Entry,

prior to crediting or debiting the Entry to the Receiver's account. Bank is not liable if Bank cannot honor Customer's cancellation request. Customer agrees to reimburse Bank for any expenses Bank may incur in attempting to honor Customer's cancellation request. If Customer request a cancellation, Bank will use a reversing entry in an effort to honor Customer's request except in limited circumstances where Bank has the capability to delete the Entry, Batch or File.

- 11. Name and Account Number Inconsistency.** Customer must ensure the accuracy of every Entry and instructions provided to Bank. If an Entry describes the Receiver inconsistently by name and account number, payment may be made by the RDFI (or, for an On-Bank Entry, by Bank) on the basis of the account number, even if that number identifies a person other than the named Receiver. Customer is responsible for any loss associated with such inconsistency and Customer's obligation to pay Bank the amount of the Entry is not excused in such circumstances.
- 12. Notice of Returned Entries.** Bank will give Customer electronic notice by TreasuryConnect or by e-mail, promptly after Bank receives a returned Entry from the ACH Operator. Bank is not obligated to retransmit any returned Entry that Bank originally transmitted in compliance with these ACH Terms and Conditions, and if Customer wants Bank to retransmit any such Entry to the ACH Operator, Customer must retransmit the Entry to Bank.
- 13. Notifications of Change.** Bank will give Customer electronic notice by TreasuryConnect or by e-mail, of all notifications of change relating to Customer's Entries within two (2) Business Days after Bank receives them. Customer agrees to make the required change(s) prior to submitting any further Entries to the applicable Receiver's account. If Customer fails to correct an Entry in response to a notification of change, the NACHA may impose fines against Customer that may be debited directly against the Designated Account(s) without prior notice.
- 14. Security Procedures.** Customer agrees to comply with the following security procedures ("Security Procedures") in using the ACH origination service and agrees that these Security Procedures are commercially reasonable:
 - a.** The Security Procedures provisions set forth in Section 6, Part 1, of this Master Agreement.
 - b.** Bank will only accept Entry Files that pass Bank's system edit. That system edit examines various attributes of an Entry File, including the settlement Account, the credit or debit nature of the Entries contained in the File, and the application identification number contained in the File's header or trailer record. Bank will reject any Entry File that does not pass Bank's system edit and will notify an ACH Authorized Representative of that rejection. Customer agrees that all Entry Files that pass Bank's system edit will conclusively be deemed to have been authorized by Customer.
- 15. General.** Bank may verify or authenticate any Entry or Files by contacting Customer by telephone or by any other method Bank believes is reasonable under the circumstances, but Bank is under no obligation to do so. If Bank is unable to verify or authenticate an Entry or File, Bank may refuse to process such Entry or File. Bank may change the Security Procedures by giving Customer notice of the changes. Any changes will take effect immediately upon Customer's receipt of that notice.
- 16. Security Requirements.** In addition to complying with the Security Procedures, Customer is required to establish, implement, and, as appropriate, update security policies, procedures, and systems related to the initiation, processing, and storage of Entries. These policies, procedures and systems must:
 - a.** Protect the confidentiality and integrity of Protected Information;
 - b.** Protect against anticipated threats or hazards to the security or integrity of Protected Information; and
 - c.** Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

Such policies, procedures and systems must include controls that

comply with applicable regulatory guidelines on access to all systems Customer uses to initiate, process and store Entries.

- 17. Payment for Entries.** Customer must pay Bank the amount of each credit Entry Bank has originated on Customer's behalf and Bank will pay Customer the amount of each debit Entry that Bank has originated on Customer's behalf, all at such times as Bank may determine. Customer must also pay Bank (at such time as Bank may determine) the amount of each debit Entry Bank has originated on Customer's behalf that is returned by the RDFI. Bank may, without notice or demand, (a) debit any Account for amounts that Customer owes Bank under these ACH Terms and Conditions and (b) credit any Account for the amount of (i) originated debit Entries and (ii) returned Entries previously debited from any Designated Account. Customer must at all times maintain sufficient collected funds in the Designated Account(s) to cover Customer's payment obligations to Bank. If Customer's obligations to Bank at any time exceed such funds in the Designated Account(s), Bank may refuse to process any Entry until Customer deposit sufficient funds and/or Bank may debit or place a hold on funds in any account Customer maintain with Bank. Bank has the right to net any amount Bank owes Customer against obligations Customer owes to Bank.
- 18. Representations for all Entries.** Customer makes the following representations to Bank with respect to every Entry Customer sends Bank: (a) the Receiver designated in that Entry authorized Customer to initiate the Entry to credit or debit its account in the amount and on the Effective Entry Date of the Entry; (b) the Receiver's authorization is and will remain effective until the Receiver's account is debited or credited; (c) the Entry conforms to Customer's obligations under these ACH Terms and Conditions, the Rules and the ACH origination reference materials; (d) the Entry complies with and does not violate the Applicable Laws; and (e) Customer has performed a reasonable examination of Customer's Receiver relationships to identify transactions with those Receivers which must be originated using the IAT Entry Class Code. Customer agrees to be bound by the Rules and acknowledges that payment of an Entry by the RDFI to the Receiver is provisional until the RDFI receives Final Settlement for such Entry and that, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and, in such case, Customer will not be deemed to have paid the Receiver the amount of the Entry.
- 19. Additional Representations for Specific Entry Types.** The Rules contain special requirements and impose additional obligations on Bank when Bank acts as Customer's ODFI with respect to certain Entry types. As a result, Bank must obtain additional agreements and representations from Customer with respect to those Entry types. Those additional agreements and representations are set forth for each Entry type below. If Customer sends Bank any of the Entry types described below, Customer automatically makes the additional agreements and representations to Bank that are set forth for that Entry type below. Without limiting the foregoing, in the event there is a conflict between the agreements and representations set forth below and the agreements and representations required in the Rules for the relevant Entry type, Customer will be deemed to make the agreements and representations required in the Rules when Customer sends Bank that Entry type, and Customer will comply with all obligations of the Rules relevant to that Entry type, even if not restated in these ACH Terms and Conditions.
 - a. ARC (Accounts Receivable) Entries.** If Customer sends Bank debit Entries using an ARC Entry Class Code (each an "ARC Entry"), Customer represents and warrants to Bank and agrees that:
 - i.** The Entry is a single-Entry debit for conversion of Receiver's check or draft for the payment of goods or services;
 - ii.** A check or draft provided by the Receiver to Customer and received (a) via the U.S. mail (or an equivalent service, such as an overnight delivery service), (b) at a drop box location, or (c) in person for payment of a bill at a manned location, serves as the source document for the Receiver's routing number, account number, check serial number and dollar amount for the Entry, contains a pre-printed serial number, does not include an Auxiliary On-Us Field in the MICR line, is for an amount of \$25,000 or less, and was completed and signed by the Receiver;
 - iii.** The check or draft used as the source document for the Entry

is eligible to serve as a source document under the Rules and is not one of the following: a third party check or draft, a draft that does not include the signature of the Receiver, a check provided by a credit card issuer to access a credit account, a check drawn on a home equity line of credit, a check drawn on an investment company, an obligation of a financial institution, such as a traveler's check or money order, a check drawn on any federal institution, such as the Treasury of the United States or Federal Reserve Bank, a check drawn on a state or local government and not payable through or at a participating depository financial institution, and a check or draft payable in a medium other than United States currency;

iv. For source documents received via U.S. mail (or an equivalent service, such as an overnight delivery service) or at a drop box location, in advance of receiving the source document for the Entry, Customer gave the Receiver a notice that complies with the Rules and that clearly and conspicuously stated that receipt of Receiver's source document would authorize an ACH debit Entry to Receiver's account in accordance with the terms of such source document, and for source documents that are provided by the Receiver in-person for payment of a bill at a manned location, Customer provided a copy of such notice at the time of the transaction;

v. The source document for the Entry has not been altered;

vi. The source document for the Entry is not subject to any defense or claim of any person;

vii. The source document for the Entry is drawn on, payable through, or payable at the RDFI, and the amount of the Entry, the routing number, the account number and check serial number are in accordance with the source document for the Entry;

viii. The source document for the Entry will not be presented to the RDFI unless the Entry has been returned by the RDFI;

ix. Customer has not key-entered the routing number, account number, or check serial number from the source document for the Entry, other than to correct errors relating to MICR misreads, mis-encoding or processing rejects;

x. Customer must (and will) retain a reproducible, legible image, microfilm or copy of the front and back of the source document for two years from the date of the settlement of the Entry;

xi. Customer will give Bank a copy of the front and back of the source document within five (5) Business Days;

xii. Customer will establish reasonable document retention/destruction policies and use commercially reasonable methods to securely store all source documents until destruction, and all banking information relating to ARC Entries; and

xiii. Customer will comply with the Rules for ARC Entries.

b. Back Office Conversion ("BOC") Entries. If Customer sends Bank debit Entries using a BOC Entry Class Code (each a "BOC Entry"), Customer further represents and warrants to Bank and agrees that:

i. The Entry is sent to collect truncated checks for payment of goods or services;

ii. Prior to the receipt of each source document that is used as the basis for the origination of a BOC Entry, Customer will provide the Receiver with notice that includes the following, or substantially similar, language:

"When Customer provides a check as payment, Customer authorizes Bank either to use information from Customer's check to make a onetime electronic fund transfer from Customer's account or to process the payment as a check transaction. For inquiries, please call <retailer phone number>."

Such notice will be posted in a prominent and conspicuous location and a copy of such notice, or language that is substantially similar, will be provided to the Receiver at the time of the transaction.

iii. A check or draft provided to Customer by the Receiver at the point of purchase serves as the source document for the Receiver's routing number, account number, check serial number and dollar

amount for the Entry. Such source document for the BOC Entry:

1. Contains a pre-printed serial number;
2. Does not contain an Auxiliary On-Us Field in the MICR line;
3. Is in an amount of \$25,000 or less; and
4. Was completed and signed by the Receiver.

iv. The checks or drafts used as the source document for a BOC Entry are not:

1. Checks or sharedrafts that have not been encoded in magnetic ink;
2. Checks or sharedrafts that contain an Auxiliary On-Us Field in the MICR line;
3. Checks or sharedrafts in an amount greater than \$25,000;
4. Third-party checks or sharedrafts;
5. Remotely created checks, as defined by Regulation CC, or third-party drafts that do not contain the signature of the Receiver;
6. Checks provided by a credit card issuer for purposes of accessing a credit account or checks drawn on a home equity line of credit;
7. Checks drawn on an investment company;
8. Obligations of a financial institution (e.g. traveler's checks, cashier's checks, official checks, money orders, etc.);
9. Checks drawn on the Treasury of the United States, a Federal Reserve Bank, or a Federal Home Loan Bank;
10. Checks drawn on a state or local government that are not payable through or at a Participating DFI; or,
11. Checks or sharedrafts payable in a medium other than United States currency.

v. Customer will employ commercially reasonable procedures to verify the identity of the Receiver;

vi. Customer has established and will maintain a working telephone number for Receiver inquiries regarding the transaction that will be answered during normal business hours. This telephone number will be displayed on the notice required to be given to the Receiver.

vii. The amount of the Entry, the routing number, the account number and check serial number are in accordance with the source document for the Entry;

viii. Customer used a reading device during the initial processing of the BOC Entry to capture (and did not key-enter) the Receiver's routing number, account number, and check serial number from the Receiver's source document for the Entry, and key-entered such information only to correct errors relating to MICR misreads, mis-encoding or processing rejects.

ix. Customer will not use the source document for the Entry as a check to obtain payment unless the BOC Entry is returned by the RDFI.

x. Customer will retain a reproducible, legible image, microfilm or copy of the front of the Receiver's source document for each BOC Entry for two (2) years from the settlement date of the BOC Entry.

xi. Upon Bank's request, Customer will provide, within five (5) banking days of such request, a copy of the front of the Receiver's source document (and such copy will indicate that it is a copy on its face).

xii. Customer will employ commercially reasonable methods to securely store:

1. All source documents until they are destroyed; and
2. All banking information relating to BOC Entries.

xiii. Customer has and will continue to otherwise comply with the Rules for BOC Entries.

c. POP (Point-of Purchases) Entries. If Customer send Bank debit Entries using the POP Entry Class Code (each a "POP Entry"), Customer represent and warrant to Bank and agree that:

i. A check or draft provided by the Receiver at the point of purchase serves as the source document for Receiver's routing number, account number, check serial number and dollar amount for the Entry, and that source document contains a preprinted serial number, does not contain an Auxiliary On-Us Field in the MICR line, is for an amount of \$25,000 or less, was completed and signed by the Receiver, and has not previously been provided by the Receiver for use in any other POP Entry;

ii. Prior to the receipt of each source document that is used as the basis for the origination of a POP Entry, Customer will provide the Receiver with notice that includes the following, or substantially similar, language:

"When Customer provide a check as payment, Customer authorize Bank either to use information from Customer's check to make a onetime electronic fund transfer from Customer's account or to process the payment as a check transaction."

iii. Such notice will be posted in a prominent and conspicuous location and a copy of such notice, or language that is substantially similar, will be provided to the Receiver at the time of the transaction;

iv. Customer has voided the source document and returned it to the Receiver at the point of purchase;

v. The source document is an eligible item for POP Entries under the Rules, and Customer has not used a previously voided item as the source document;

vi. Customer has obtained the Receiver's signed, written authorization for the Entry;

vii. Customer has not key-entered the routing number, account number or check serial number from the source document;

viii. Customer will give Bank a copy of the Receiver's written authorization for the Entry within five (5) days after Bank requests it;

ix. Customer has given the Receiver of the Entry a receipt for that Entry that contains all of the information required under the Rules; and

x. Customer will comply with the Rules for POP Entries.

d. RCK (Re-presented Check) Entries. If Customer sends Bank debit Entries using the RCK Entry Class Code (each an "RCK Entry"), Customer represents and warrants to Bank and agrees that:

i. The Entry is sent to collect a check or draft drawn on a consumer account that has been returned;

ii. Customer has good title to and are entitled to enforce the returned item to which the Entry relates and can transfer good title to Bank;

iii. All signatures on the returned item to which the Entry relates are authentic and authorized;

iv. The returned item to which the Entry relates has not been altered and the Entry is for no more than the face value of such item;

v. The returned item to which the Entry relates is not subject to any defense or claim in recoupment of any person, including any defense or claim that could be asserted against Bank;

vi. Customer has no knowledge of any insolvency proceeding

commenced with respect to the maker, acceptor or drawer of the returned item to which the Entry relates;

vii. The returned item to which the Entry relates is drawn on, payable through, or payable at the RDFI, and the amount of the item, the item number, and the account number contained on such item have been accurately reflected in the Entry;

viii. Neither the returned item to which the Entry relates nor a copy of such item will be presented to the RDFI, unless the related Entry has been returned by the RDFI;

ix. The information encoded after issue in magnetic ink on the returned item to which the Entry relates is correct;

x. Any restrictive endorsement made by Customer or Customer's agent or ACH Authorized Representative on the returned item to which the Entry relates is void or ineffective upon initiation of the Entry;

xi. The item is an eligible item as defined in the Rules;

xii. Customer has given the Receiver of the Entry a notice that clearly and conspicuously states the terms of the represented check Entry policy in advance of receiving the item to which the Entry relates;

xiii. Customer will maintain a copy of the front and back of the returned item to which the Entry relates for seven (7) years from the settlement date of the Entry;

xiv. Customer will give Bank either the original returned item to which the Entry relates if Bank request it within 90 days of the settlement date or a copy of the front and back of such item within five (5) Business Days of Bank's request;

xv. The Entry was transmitted in time for Bank to transmit the Entry to the RDFI's ACH Operator by midnight of the second banking day following the banking day of receipt of the presentment notice for the returned item to which the Entry relates; and,

xvi. Customer will comply with the Rules for RCK Entries.

e. TEL (Telephone-Initiated) Entries. If Customer sends Bank debit Entries using the TEL Entry Class Code (each a "TEL Entry"), Customer represents and warrants to Bank and agrees that:

i. Customer has used commercially reasonable procedures to verify the identity of the Receiver of the Entry;

ii. Customer has used commercially reasonable procedures to verify that the routing number associated with the Entry is valid;

iii. Customer has obtained oral authorization from the Receiver for the Entry and the authorization complies with the Rules and contains all of the information required under the Rules;

iv. For an authorization relating to a single TEL Entry, Customer will either make an audio recording of the oral authorization, or provide the Receiver with written notice confirming the oral authorization prior to the settlement date of the Entry;

v. For an authorization relating to recurring TEL Entries, Customer will comply with the requirements of Regulation E for the authorization of preauthorized transfers, including the requirement to send a copy of the authorization to the Receiver;

vi. For a single TEL Entry, Customer will retain the original or a microfilm or microfilm equivalent copy of the written notice or the original or a duplicate audio recording of the oral authorization for two (2) years from the date of the authorization, and Customer will give Bank a copy of such audio recording or such notice immediately upon Bank's request;

vii. For recurring TEL Entries, Customer will retain for two (2) years from the termination or revocation of the authorization: (a) the original or a duplicate audio recording of the oral authorization; and (b) evidence that a copy of the authorization was provided to the Receiver in compliance with Regulation E; and,

viii. Customer will comply with the Rules for TEL Entries.

f. WEB (Internet-Initiated/Mobile) Entries. If Customer send Bank debit Entries using the WEB Entry Class Code (each a "WEB Entry"), Customer represents and warrants to Bank and agrees that:

i. The Entry is transmitted pursuant to an authorization that is obtained from the Receiver via the Internet or Wireless Network to effect a transfer of funds from a consumer account of the Receiver, or pursuant to any authorization permitted by the Rules if the Receiver's instruction for the initiation of the individual debit Entry is designed to be communicated via a Wireless Network;

ii. Customer has employed a commercially reasonable fraudulent transaction detection system to screen the Entry;

iii. Customer has used commercially reasonable procedures to verify the identity of the Receiver of the Entry;

iv. Customer has utilized commercially reasonable procedures to verify that the routing number associated with the Entry is valid;

v. Customer has used encryption for transmittal of banking information related to any Entry or Customer has established a secure Internet session with the Receiver of the Entry, in either case utilizing commercially reasonable security technology providing a level of security that, at a minimum, is equivalent to 128-bit encryption technology prior to the Receiver's key Entry and through transmission to the originator of any banking information, including, but not limited to, any Entry, the Receiver's routing number, account number and PIN number or other identification symbol;

vi. Customer will conduct or have conducted annual audits to ensure that the financial information Customer obtains from Receivers is protected by security practices and procedures that includes, at a minimum, adequate levels of (a) physical security to protect against theft, tampering, or damage, (b) personnel and access controls to protect against unauthorized access and use, and (c) network security to ensure secure capture, storage, and distribution;

vii. Customer will provide Bank upon request with proof that is satisfactory to Bank that Customer's annual security audit has been properly conducted;

viii. Customer has obtained a properly authenticated authorization from the Receiver complying with the Rules, and shall give Bank a copy of that authorization within five (5) days after Bank request it; and,

ix. Customer will comply with the Rules for WEB Entries.

g. Return Fee Entries. If Customer sends Bank a debit Entry for a return fee charged to a Receiver for a debit Entry or other item that was returned for insufficient or uncollected funds (a "Return Fee Entry"), Customer represents and warrants to Bank and agrees that:

i. The Return Fee Entry is in relation to the return of either (a) a debit Entry to a consumer account of a Receiver; (b) an ARC, BOC or POP Entry to a non-consumer account of a Receiver; or (c) an item that was eligible to be converted to a debit Entry, but was not converted to an Entry;

ii. The Return Fee Entry is for the purpose of collecting a return fee that is permitted under the Rules for Return Fee Entries, and Customer has satisfied all requirements with respect to the returned item in order to originate the Return Fee Entry;

iii. If Customer has satisfied the requirements for authorization of a Return Fee Entry by providing notice to the Receiver at the time that the underlying Entry was authorized or the original Item was accepted, the notice included the following, or substantially similar, language:

"If Customer's payment is returned unpaid, Customer authorizes Bank to make a one-time electronic fund transfer from Customer's account to collect a fee of [\$];" or,

"If Customer's payment is returned unpaid, Customer authorize Bank

to make a one-time electronic fund transfer from Customer's account to collect a fee. The fee will be determined [by/as follows]: []".

iv. Customer has not and will not impose any other return fee in relation to the underlying Entry or item that was returned unpaid; and

v. Customer has complied with all Rules for Return Fee Entries, including formatting requirements and settlement date requirements, if applicable.

20. Proof of Authorization for Non-Consumer Entries. For CCD or CDX Entries that Customer originate to non-consumer accounts, Customer will provide Bank with an accurate record evidencing the Receiver's authorization or Customer's contact information for inquiries regarding the authorization within five (5) Business Days of Bank's request.

C- WIRE TRANSFER SERVICE TERMS AND CONDITIONS

1. Description of the Service. The Wire Transfer service ("Wire Transfer Service") is a funds transfer service that is available through TreasuryConnect for sending and settling payment orders from the Customer's Account(s) selected in the TreasuryConnect Enrollment Form ("Designated Account(s)").

2. Wire Transfer Service Authorized Representative. Except for the specific restrictions available in TreasuryConnect that Customer has activated, each Authorized Representative identified by the Customer in a TreasuryConnect Enrollment Form or each User appointed by the Administrators through TreasuryConnect or by any other means acceptable by the Bank ("Wire Transfer Service Authorized Representative"), is authorized by Customer to give instructions to Bank on behalf Customer or Customer's Affiliate, to order wire transfers, to verify the total dollar amount of the wire entries, submitted to Bank in a manner acceptable to Bank, or through the use of Bank's phone authorization. Customer is responsible for maintaining up-to-date email and telephone contact information for Customer's Wire Transfer Service Authorized Representatives or User, in order for Bank to send notices to and contact Customer's Wire Transfer Service Authorized Representative as contemplated in this Master Agreement and the Governing Documentation.

3. Funds Transfer Agreement. The Wire Transfer service is subject to this Master Agreement and the Amerant Bank Fund Transfer Agreement ("FTA"). The FTA will be considered part of this Master Agreement. In the event of any conflict between this Master Agreement and the FTA, the FTA will control. Customer will be able to access and review the FTA by visiting Amerant Website. Customer may contact a Bank officer for additional information about the FTA. Bank at its own discretion may, from time to time, impose limits to the dollar amount of each wires and limits in the numbers of wire transactions ordered by Customer within a certain period of time.

D- REMOTE DEPOSIT CAPTURE TERMS AND CONDITIONS

1. Description of the Service and Restriction on Use. The Remote Deposit Capture Service ("RDC Service") and the Internet-based RDC system allow the Customer to capture an electronic image of an original physical paper check and transmit the image of the check to Bank for deposit in Customer's Accounts. The RDC Service also provides access to, and the ability to export and print, deposited check images and remittance coupon images as well as reports regarding Customer's use of the RDC Service. The RDC may not be used outside of the United States. Customer may select the RDC Service for each Account ("Designated Account(s)"). Customer's selection of the RDC Service for an Account must be reflected in an RDC Service Implementation Form.

2. Required Hardware and Software. Before Customer can use the RDC Service, Customer must have a personal computer capable of Internet access, a scanner, and the related software needed to capture electronic images of checks previously approved or provided by the Bank. Bank may, at its sole discretion, conduct an on-site inspection, at any time and from time to time, of the Customer's Place of business to ensure compliance with the provisions of this Master Agreement.

3. RDC Service Authorized Representative. Except for the specific restrictions available in TreasuryConnect that Customer has activated, each Authorized Representative identified by the Customer in a TreasuryConnect Enrollment Form or each User identified by the

Authorized Representative in the RDC Implementation Form or by any other means acceptable by the Bank ("RDC Service Authorized Representative"), is authorized by Customer to give instructions to Bank on behalf Customer or Customer's Affiliate, to order wire transfers, to verify the total dollar amount of the wire entries, submitted to Bank in a manner acceptable to Bank, or through the use of Bank's phone authorization. Customer is responsible for maintaining up-to-date email and telephone contact information for Customer's RDC Service Authorized Representative, in order for Bank to send notices to and contact Customer's RDC Service Authorized Representative as contemplated in this Master Agreement and the Governing Documentation. Details on how Customer establishes and terminates security Administrator and User rights are addressed in this Master Agreement. Given the ability of an Administrator to create additional User(s) the term "RDC Service Authorized Representative" therefore includes not only the primary Administrator but any other Secondary Administrator or User who is granted administration entitlements by the Authorized Representative. Given the flexibility that is designed into the RDC system to enable this cascading of administrative and user rights for the benefit of customers who require it, as a matter of Customer's internal control policies, Customer must consider carefully the person Customer will name as RDC Service Authorized Representative and Customer must develop procedures to routinely monitor the actions of all Customer's Administrator(s) and those to whom the primary Administrator has given RDC access as a RDC Service Authorized Representative. Except for the specific restrictions available in TreasuryConnect that Customer has activated, each of Customer's RDC Service Authorized Representative, has all of the rights and responsibilities given to them in the Master Agreement in addition to the rights and responsibilities contained in these RDC terms and conditions and related reference materials.

4. Deletion of Accounts Associated with the RDC Service. If Customer wants to completely delete an Account that is included in Customer's implementation of the RDC Service, an authorized signer on the Account must contact the Bank and make this request by filling out the corresponding maintenance form.

5. Eligible Checks. Customer agrees to capture and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"), and that the image of the check transmitted to Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. Customer agrees that it will not transmit and deposit any of the following types of checks or other instruments which shall be considered ineligible items for purposes of the RDC Service:

- i. Checks payable to any person other than Customer;
- ii. Checks that have been altered in any way, or that Customer knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- iii. Checks payable to Customer jointly with one or more other persons;
- iv. Checks that contain evidence of alteration to the information on the check;
- v. Checks previously converted to a "substitute check", as defined in Reg. CC;
- vi. Checks that are remotely created checks, as defined in Reg. CC;
- vii. Checks drawn on a financial institution located outside the United States;
- viii. Checks not payable in United States currency;
- ix. Checks dated more than 6 months prior to the date of deposit;
- x. Checks payable on sight or payable through drafts, as defined in Reg. CC;
- xi. Checks with any endorsement on the back other than that specified in these RDC Service terms and conditions;
- xii. Checks that are drawn or otherwise issued by the U.S. Treasury Department;

xiii. Checks that have previously been submitted through RDC Service or through the remote deposit capture service offered at any other financial institution, or that have otherwise been deposited with the Bank or any other financial institution, including checks that have been returned unpaid;

xiv. Checks that are "non-negotiable";

xv. Traveler checks;

xvi. Personal money orders; or

xvii. Cashier's checks.

6. RDC Service Authorized Representative. Except for the specific restrictions available in TreasuryConnect that Customer has activated, each RDC Service Authorized Representative, is authorized by Customer to give instructions to Bank on behalf Customer or Customer's Affiliate related to the RDC Service, to order remote deposits transactions, to verify the total dollar amount of the remote deposits transactions, submitted to Bank in a manner acceptable to Bank, or through the use of Bank's phone authorization. Customer is responsible for maintaining up-to-date email and telephone contact information for Customer's RDC Service Authorized Representatives, in order for Bank to send notices to and contact Customer's RDC Service Authorized Representative as contemplated in this Master Agreement and the Governing Documentation.

7. Using RDC to Capture and Transmit Check Images. In order to use the RDC Service, an RDC Service Authorized Representative must log on using the Security Credentials. After a RDC Service Authorized Representative has logged on, the RDC Service Authorized Representative will be required to provide Bank a total for each deposit that he/she intends to transmit. This total refers to the total dollar amount of all checks included in a particular deposit. After the RDC Service Authorized Representative has entered the total for a deposit into the RDC system, the RDC Service Authorized Representative may capture images of original physical paper checks that meets the eligibility and image quality standards in these RDC terms and conditions. All such standards are referred to as the "RDC Standards". As the RDC Service Authorized Representative captures an image, the RDC system will determine if the image satisfies the RDC Standards. If an image satisfies the RDC Standards, the RDC system will accept it with it. If the RDC system determines an image does not satisfy the RDC Standards, the RDC system will reject the nonconforming image and ask the RDC Service Authorized Representative to either: a) rescan the check; or, b) for certain types of limited image quality failures, confirm the RDC Service Authorized Representative's desire to submit the image as captured. Please note that the inclusion of the ability for an RDC Service Authorized Representative to submit an image as captured in the RDC system in certain limited situations does not relieve Customer of the representations and warranties Customer makes with respect to each image Customer transmits to Bank. Once all of the images for a deposit have been scanned, the RDC system will provide the RDC Service Authorized Representative a summary of the deposit and ask the RDC Service Authorized Representative to submit the deposit to Bank. Once the RDC Service Authorized Representative has submitted a deposit, it may not be cancelled.

8. Processing of Images. Once Bank has received a deposit, Bank will, at its option, use each accepted check image to process the check image as an electronic item or to create a substitute check. If Bank uses an image to create a substitute check, Bank will process that substitute check for deposit to Customer's Account and forward it through the check collection channels that Bank would otherwise have used to present the original paper check to the Bank on which the check is drawn. If Bank elects to process an image and associated Information as an electronic item, Bank will process that image for deposit to Customer's Account and forward it for presentation to the bank on which it is drawn through the electronic item collection channels that Bank would otherwise use to present an electronic item to such bank. In either event, Customer's deposit will be subject to the terms of any agreement Bank has with other financial institutions relating to the presentation of substitute checks or electronic items.

9. Deposit Credit and Alternative Deposit Methods. Bank must receive Customer's deposit on Business Days before the cut-of time applicable to the RDC Service, except during maintenance periods, or such other hours as established by Bank from time to time, in order for Customer to receive credit for that deposit on that Business Day.

Deposits received after the deadline will be considered deposited on the next Business Day. Deposits submitted on a Saturday, Sunday or holiday will be considered deposited on the next business day following the weekend or holiday. Bank are not liable for any delays or errors in transmission of the images. If the RDC Service is not available, Customer must make Customer's deposits by another method, such as an In-person deposit at one of Bank's branches.

10. Funds Availability. Bank will make funds for each substitute check or electronic item that Bank process for deposit to Customer's Account available to Customer under the same schedule that would have applied if Customer had deposited the original paper check to Customer's Account.

11. Returns and Rejected Images. If Bank determines an image is not in a satisfactory form or is a duplicate, Bank may reject the nonconforming image or duplicate item. This means that the item is not accepted for deposit and it will be sent back to Customer for reasons of poor quality, missing images or duplicate items. A summary debit adjustment will be made to Customer's Account, in situations where Customer was given credit for the item, and a debit advice will be sent to Customer. In addition to satisfying Bank's RDC Standards, any image included in a deposit must also satisfy the quality standards of the Federal Reserve Bank or other collecting bank to which Bank has forwarded an image for collection ("Collecting Quality Standards"). Bank will send Customer all check images which fail to meet RDC Standards and Collecting Quality Standards. There are no specific timelines for these types of adjustments. They are, however, usually completed within thirty (30) business days of deposit. If an image is rejected for failing to meet the RDC Standards or the Collecting Quality Standards, Customer must take corrective action to either recapture the image and submit it in a new RDC file transmission; or submit the original check for deposit.

12. Original Checks and Capture Images. Customer agrees to use commercially reasonable security procedures to safeguard the original physical paper checks, images of them in Customer's possession both before and after Customer has transmitted images of such items to Bank. Customer also agrees to make all such items available to Bank promptly upon Bank's request. Customer also agrees to establish reasonable retention and destruction schedules, policies and procedures for paper checks that are retained by Customer after they have been scanned and submitted for deposit and to employ methods to stamp or mark the front of such items as having been previously deposited, and to establish general internal control procedures related to physical and logical security related to access, transmission, storage, and disposal of items Customer has transmitted for deposit.

13. Customer's Representation and Warranties. Customer represents, warrants and agrees that it will not:

- i. Capture or transmit more than one image of any original check;
- ii. Negotiate, deposit, or otherwise transfer any original check to Bank or to any other person or entity after Customer has captured an image of it;
- iii. Transmit an image of any original check to Bank that Customer has previously transmitted or given to any other person or entity;
- iv. Transmit an image of any original check to any other person or entity after Customer has transmitted it to Bank;
- v. Transmit an image of any original check if that check has been used as a source document for the initiation of an ACH or other electronic debit; or
- vi. Use any original check as a source document for the initiation of an ACH or other electronic debit after Customer has transmitted an image of (or associated information regarding) that check to Bank.

Customer also makes all of the representations and warranties to Bank with respect to each check image that Customer transmit to Bank that Customer would have made under the Uniform Commercial Code (UCC) if Customer had deposited the original physical paper check into Customer's Account.

In addition, Customer represents and warrants to Bank with

respect to each captured check image and associated information Customer transmit to Bank that:

i. The image (i) accurately represents all of the information on the front and back of the original physical paper check at the time it was received by Customer and at the time the image was captured; and (ii) are otherwise sufficient for Bank to satisfy Bank's obligations as the truncating and reconverting bank; and

ii. No person or entity will receive a transfer, presentment or return of, or otherwise be charged for: (i) the original check; (ii) an electronic item or substitute check other than the one that Bank create from the image; or (iii) a paper or electronic representation of the original check or of a substitute check other than the one that Bank creates from the image, such that the person or entity will be asked to make a payment based on a check that it has already paid.

14. Duty of Cooperation, Document Production, Audit. Customer agrees that it shall make original and imaged documents available to Bank to facilitate investigations related to unusual transactions or poor image quality transmissions, or to resolve disputes. Customer further agrees that Bank, at Bank's option, upon prior notice, may perform periodic audits of Customer's processes related to the use or proposed use of the RDC Service including Customer's IT, security and internal control infrastructure related to Customer's use of the RDC Service. Customer agrees that Bank has the right to mandate specific internal controls at any of Customer's locations that use the RDC Service where Bank deem such actions necessary to protect the security and integrity of the RDC Service or where required or expected by bank regulators, and that Bank may terminate the service if Customer refuses to implement such controls. Customer further agrees that Bank has the right, in general, to terminate the RDC Service pursuant to the rights of termination stated in the Master Agreement and/or to delay or refuse to process RDC transactions.

15. Customer Indemnification Obligations. In addition to any other obligation Customer has to indemnify Bank, Customer agrees to defend, indemnify, protect and hold Bank, its affiliates, its vendors and its respective officers, directors, employees, attorneys, agents, and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to (a) the use of the system or service to capture an image of a remotely created check; (b) Customer's use of the RDC system or the RDC Service in a manner other than as expressly provided in these RDC terms and conditions and the Master Agreement; or (c) the receipt by any person or entity of: (i) an electronic item; (ii) a substitute check; or (iii) a paper or electronic representation of the original check or the substitute check that Bank creates from a captured check image that Customer transmit to Bank, instead of the original check.

E- Positive Pay Terms and Conditions

1. Description of the Service. The Positive Pay Service ("Positive Pay Service") allows de Customer to give the Bank instructions to pay or return certain checks that the Customer believes may be fraudulent or not validly issued. Customer may select the Positive Pay Service for each Account ("Designated Account(s)"). Customer's selection of the Positive Pay Service for an Account must be reflected in a Positive Pay Implementation Form or any other equivalent form that the Bank accepts from time to time for the activation of the Positive Pay Service.

2. Positive Pay Service Process.

a. Customer must transmit to Bank a file ("Issue File") with the list of checks it has issued against any Designated Account that is included in Customer's Positive Pay Implementation Form for the Positive Pay Service. The Issue File must be presented by customer in a in a format pre-approved by the Bank. Customer must send Bank a separate Issue File for each Designated Account.

b. Bank must receive the Issue File by such hour as established by Bank from time to time on a Business Day and at least one (1) hour prior to the checks' issuance (or such other hours as established by

Bank from time to time); and it must contain the Designated Account number, serial number, dollar amount, issuance date of any issued check, payee name and any other information that the Bank may request from time to time.

c. Once the Bank has received Customer's Issue File, Bank will compare the information in that Issue File with the information in Bank's systems with respect to checks (a) that have been presented to Bank through normal checks clearing channels for payments against the Designated Account and that Bank has posted to the relevant Designated Account; and (b) for which Bank has provisionally settled. The review will take place during the Business Days;

d. Customer authorizes Bank to pay and charge the relevant Designated Account the amount of each check that matches the information in Customer's Issue File;

e. Bank will notify Customer of each presented check that is not included in the Issue File or that reflects information that does not match the information in the Issue File;

f. The Bank will update the Issue File with the information of (a) checks paid by the Bank in accordance with this Agreement; and (b) checks that the Customer has requested that the Bank reject such as those for which it has placed a stop payment. All checks will remain on the Issue File with the corresponding status.

g. The checks that are not listed, or for which the information does not match, are referred to as "Suspect Checks". Customer must instruct Bank to pay or return each Suspect Check each Business Day by such hour as established by Bank from time to time. The Customer waives any claim of wrongful dishonor of any such checks returned unless it has provided timely instructions to pay any such checks.

h. Under the "Return Default" option, Customer authorizes Bank to return unpaid each Suspect Check unless Bank receives an instruction from Customer to pay it before the payment decision deadline;

i. Even if Customer selects a Return Default option, Bank may post, finally pay and charge against the relevant Designated Account a Suspect Check when (a) as otherwise provided below, Suspect Checks are presented over the counter in one of the Bank's branches; and, (b) Suspect Checks that Bank believes in good faith result solely from encoding errors;

j. Bank may give the option to Customer of not providing information in its Issue File on one or more checks attributes (such as the payee name) that the Positive Pay Service is capable of matching;

k. Bank may also give Customer the option to not provide information in Customer's Issue File for certain items in situations where Customer deems it necessary to avoid mismatch situations, such as instances where Customer believes an item has already been legitimately paid. For the avoidance of doubt, not matching all available check attributes or not including information for all items increases the risk that a fraudulent check will not be detected as a mismatch check. Accordingly, if Customer makes the business decision to not provide information in an Issue File with respect to all available check attributes (or if Customer decides not to provide an issued record at all, for example, in instances where Customer believes an item has already been paid), Customer agrees that, in addition to the other limits on Bank liability provided by this Master Agreement, Bank will not be liable for paying any check that is fraudulent with respect to the attributes for which Customer failed to provide Bank information (or for paying an item for which Customer chooses to provide no issued record), so long as Bank otherwise satisfied its duty of care with respect to the other aspects of the Positive Pay Service in processing that check.

3. Teller Access Service. As part of the Positive Pay Service, Bank will also make Customer's Issue File available to Bank's branches to assist Bank's tellers in cashing checks. This is referred to as "Teller Access". Bank provides Teller Access as a measure to prevent fraud involving checks presented to teller for cashing. Using Bank's Teller Access service is a way to defend against that form of fraud. If a check presented for payment over the counter in one of Bank's branches against an Designated Account that uses Teller Access (a) is presented before Bank has received and processed an Issue File for such check; or (b) is a Suspected Check, Bank will attempt to

obtain approval for payment of the Suspected Check by calling the RDC Service Authorized Representative for the relevant Designated Account in the service application for this service (jointly "Positive Pay Service Representatives"). Bank will make no more than two attempts to contact any Positive Pay Service Representatives for the relevant Designated Account. Except for the specific restrictions, each Positive Pay Service Representative is authorized to instruct Bank to pay or return any mismatch check. If the Positive Pay Service Representatives Bank contacts instructs Bank to pay the check, then Customer has authorized Bank to finally pay the check and charge it against the relevant Designated Account. If Bank is unable to contact a Positive Pay Service Representative, or the Positive Pay Service Representative Bank contacts does not instruct Bank to pay the Suspected Check, then Customer has authorized Bank to return the check unpaid to the person presenting it to Bank. Bank's documentation showing that Bank contacted or attempted to contact Customer's Positive Pay Service Representative Bank will be conclusive evidence as to the reason for the action taken by the Bank.

4. Transmission of Information. Bank will transmit information regarding Suspected Checks by using electronic means. Customer must transmit Customer's Issue File and Customer's pay or return decisions to Bank by using TreasuryConnect. Customer's Issue Files and pay or return decisions must be in a format approved by the Bank. If for any circumstance the relevant online service is not available, the Bank and Customer will agree upon alternative delivery method and process to be used for the transmission of the Issue Files and/or Customer's pay or return decisions by the Customer to Bank.

5. Limits on Bank's Liability. Customer acknowledges that when providing the Positive Pay Service Bank will rely on information and instructions Customer gives to Bank and that Bank is not required to inspect any attribute of a check (other than those included in the relevant Issue File) that is processed through the Positive Pay Service. As a result, Customer agrees that in addition to any limitations on Bank's liability under the Master Agreement Bank will not have any liability for (a) following instructions Bank receives from any person Bank believes in good faith is one of Customer's Positive Pay Service Representatives; or, (b) paying or returning any check in accordance with this Master Agreement, including any check that (i) bears a forged or unauthorized signature or is counterfeit or otherwise not validly issued or (ii) is altered or otherwise fraudulent with respect to an attribute that the Positive Pay Service is not designed to match. Moreover, Customer acknowledges that the Positive Pay Service is not a substitute for Bank's stop payment service and Customer agrees not to report an item as "void" if it has released the item. The Bank will not be liable for the return or payment of any check if it does not receive timely and accurate instructions from the Customer with respect to adding or removing such check to or from the Issue File.

6. Recording of Telephone Conversations. The Customer and the Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either Party by use of any reasonable means.

7. Suspension of Services. Customer agrees that it will be in material breach of this Master Agreement if Customer repeatedly fails to meet any of the deadlines applicable to this Service or if Bank receives an excessive number of checks not on the Issue Files submitted by Customer or for which the information Customer supplied is not accurate and not consistent with the information on checks that have been legitimately presented against a Designated Account. In addition to any other rights Bank may have under this Master Agreement or Applicable Laws, Bank may immediately suspend or terminate Customer's use of the Positive Pay Service under such circumstances.

F- Zero Balance Account Terms and Conditions

1. Description of the Service. The Zero Balance Account ("ZBA") service allows Customer to manage its cash flow by aggregating daily debit and credit entries from subsidiary Account(s) ("Subsidiary Account(s)") to a primary demand deposit Account ("Master Account").

2. Setting the Subsidiary and Master Accounts by Customer. Customer may use the ZBA service by completing a Zero Balance

Implementation Form provided by the Bank ("ZBA Service Confirmation"), where customer will designate the Subsidiary Accounts, the Master Account and the ledge balance that each Subsidiary Account must have at the end of each Banking Day ("Target Balances").

- 3. Daily Posting and Funding.** Customer instructs and authorizes Bank to transfer funds, at the end of each Banking Day, between the Master Account and the Subsidiary Account(s) in order to bring the respective balance of the Subsidiary Account(s) to the Target Balances. When Bank posts these entries to a Master Account, Bank will also post offsetting entries to the relevant Subsidiary Account. Any debit to a Subsidiary Account that reduces the balance in the Subsidiary Account to a sum less than the Target Balance will be funded automatically from such Master Account. Customer may draw checks (or arrange for other debits) against the Master Account and/or Subsidiary Account. Bank will pay those checks up to the collected and available balance on deposit in the Subsidiary and/or Master Account. Customer agrees to maintain sufficient available balances at all times in each Master Account identified in the ZBA Service Confirmation for this service to cover any debit activity and the Target Balances of each Subsidiary Account funded by that Master Account, as well as any debits presented directly against that Master Account. Bank is not obliged to pay checks, drafts, withdrawals requests or other debits presented against a Master Account or a Subsidiary Account unless there are sufficient funds on deposit in the applicable Account.
- 4. No Fiduciary Obligation to Customer.** CUSTOMER AGREES THAT BANK IS NOT ACTING AS A FIDUCIARY WITH RESPECT TO FUNDS IN EITHER THE MASTER ACCOUNT OR IN ANY SUBSIDIARY ACCOUNT AND THE TRANSFERS BETWEEN THESE ACCOUNTS.
- 5. Different Ownership of the ZBA Accounts and Assumption of Liability.** The Customer and the Customer's Affiliate owner of each the Master and Subsidiary Account jointly and severally accept any liability for co-mingling and/or for the movement of funds between the Master and Subsidiary Accounts.
- 6. Duration and Changing of Options.** Once Bank has included the information from Customer's ZBA Service Confirmation in its implementation of the ZBA service, Bank will post the net amount of all debits and credits from each Subsidiary Account to the relevant Master Account in accordance with the selection reflected in that ZBA Service Confirmation until (a) Customer's use of the ZBA service or the Master Agreement is terminated; or (b) Customer modifies its previous selections made in the ZBA Service Confirmation and Bank has had reasonable time to act on such modification before Bank receives the relevant debits or credits.
- 7. Termination of Service.** Bank may terminate the ZBA service immediately by giving Customer notice of termination. Customer may terminate the ZBA service by giving Bank notice of termination, provided that any termination by Customer will not be effective until Bank has had reasonable time to act on Customer's notice.

G- Lockbox Service Terms and Conditions

- 1. Description of the Service.** The Lockbox Service ("Lockbox Service") is intended to facilitate the receipt and processing of Customer's accounts receivable remittances, and their endorsement and deposit in the Account(s) that the Customer designates ("Designated Account(s)").
- 2. Processing of Deposits.** Bank will establish one or more post office boxes or lockboxes in Customer's name ("Customer's Lockbox") as specific in the Lockbox Service Implementation Form. On each banking day after a Customer's Lockbox has been established, Bank will process the checks, drafts and money orders (all of which are referred to as "Items") received in a Customer's Lockbox in accordance with Customer's instructions in effect at the relevant time and send Customer deposit advices for those Items.
 - i. Endorsement.** Bank will endorse Items for deposit with Bank's standard endorsement and deposit them to the Designated Account. Bank will not be liable for any failure to endorse an Item properly.
 - ii. Return of Items.** If Customer has more than one Customer's Lockbox, Customer must designate the Customer's Lockbox through which Bank should process the Item. If Customer receives an Item

from Bank or is given access to it via Image Browser, (as defined below) and Customer or Bank discovers that such information was intended for another lockbox customer, and was mis-delivered to Customer or erroneously posted to Customer's Image Browser, Customer agrees to refrain from accessing such information until Bank can delete it from such archive. Customer also agrees to take steps to delete such Item(s) from any other archive to which Customer may have downloaded such information and must certify destruction and/or return of all such information to Bank upon request. Due to the possible implications to the privacy rights of the individuals to whom such information rightfully belongs, it shall be a material breach of the Master Agreement to fail to immediately comply with any aspect of this provision. In addition, to any other right available, Bank may immediately terminate the Lockbox Service and other services Customer receives as a result of any breach of this provision.

iii. Inspection of Items. An Item containing a payee or endorsee name that those not reasonably correspond to an Acceptable Payee(s) list Customer has given Bank, or a reasonable variation thereof, the Item will not be deposited. If an Item's written and numeric amounts differ, and the written amount is not ambiguous, the Bank will credit to the Company's account the written amount. If the Bank cannot determine the amount of the Item, it will not be deposited. Bank will not inspect an Item for the drawer's signature or the date. Unless otherwise agreed in writing and in exchange for the payment of a separate per Item fee, Bank will also not inspect any Item and/or accompanying correspondence in an effort to identify "payment in full" or other similar payment dispute language. Bank will not be liable for any loss resulting from processing any such Items, including any Item Bank may inspect in an effort to identify "payment in full" or similar payment dispute language due to multiple ways debtors may attempt to annotate documents to avoid or extinguish debts owed to Customer. Any effort to locate such Items shall be on a best effort basis only. As part of processing an Item, Bank will also enter date regarding certain aspects of an Item (such as the drawer's name and the account invoice number shown on the Item) into the data file Customer will receive. Customer agrees that Bank will not be liable for errors entering any of the data. Finally, Customer agrees that Bank does not fail to exercise ordinary care to inspect an Item solely because Bank processes it in a manner inconsistent with this paragraph. Checks will be validated against the rules and regulations which govern the Designated Account with the Bank as set forth in the Understanding Your Deposit Agreement as it may be amended from time to time.

iv. Cash and Other Property. Bank will deposit any cash received in a Customer's Lockbox into the Designated Account. Any property other than Items, cash and related remittance material received in a Customer's Lockbox will be sent to Customer. Customer agrees that Bank has no liability for any cash or other property received in a Customer's Lockbox.

v. Remittance Materials. Bank will only return to Customer the original remittance material (such as invoices, payment coupons, correspondence and the like) received in a Customer's Lockbox if the instructions in effect at the relevant time direct Bank to return those materials. Customer agrees that Bank is not liable for loss, theft, or damage to such materials after they leave Bank's possession. Bank will destroy the original remittance material within ten (10) days after Bank received them. Once Bank destroys the original remittance material, the images of them that Bank may capture during their processing will be the only source of information about their contents. Customer agrees that Bank will have no liability for any missing image or if any image Bank captures is not legible.

vi. Affiliate Deposits. If Customer has not given Bank an acceptable payee list, Customer represents and warrants to Bank that Customer has the authority to have each Item received in a Customer's Lockbox endorsed and deposited into Customer's Account(s), even if the payee name on an Item is not Bank's name as shown in Bank's records.

vii. Return Items. Unless otherwise stated in the instructions, Bank will handle dishonored or returned Items in accordance with Bank's rules and regulations for deposit accounts in effect at the relevant time.

- 3. Fees and Expenses.** Any and all applicable fees and expenses incurred by Bank (such as P.O. Box rental, exchange charges,

postage due charges and other charges) in connection with the Lockbox Service will be charged to the Designated Account.

- 4. Image Browser.** The browser service ("Browser") provides Customer with internet-based access to view data in Customer's Lockbox with different viewing parameters and search capability for checks and documents information using a specific date or other search criteria.
- 5. Termination.** If Customer's use of the Lockbox Service or the Master Agreement is terminated, Bank will complete the processing of Items it received prior to the terminated date. For a period of ninety (90) days after the termination date, Bank will forward all Customer's Lockbox remittances to Customer or as Customer may otherwise direct. After that time, all remittances are returned to sender. The Customer's Lockbox(s) billing account must remain open and active during the mail forwarding period.

PART 3 | Affiliate Agreement

(to be executed by Customer Affiliate(s))

This agreement ("Affiliate Agreement") will apply to any customer or prospective customer ("Customer Affiliate") of Amerant Bank, N.A. ("Bank") that desires the Bank to link and include all its bank accounts to the treasury management services offered by the Bank ("Services") in accordance with the request made to the Bank by its parent company or affiliate (the "Customer") under the Governing Documentations (as defined below).

- 1. Introduction.** The Customer has agreed to be bound by the terms and conditions in the Bank's Treasury Management Master Agreement and other agreements and documents that applies to the Services (collectively, the "Governing Documentation"). By executing this Affiliate Agreement, each Customer Affiliate specified below, is authorizing and empowering the Customer to request the Bank to include any or all of its bank accounts of such Customer Affiliate in the Customer's setup for one or more of the Services used by the Customer. Due to the potential risk that this empowerment pose to the Customer Affiliate, The Bank will only take this action if the Customer and the Customer Affiliate requesting such inclusion are willing to be subject to this Affiliate Agreement.
- 2. Consent and Authority.** By signing this Affiliate Agreement, each Customer Affiliate listed below consents to the inclusion of all current or future accounts it maintains with the Bank in Bank's implementation of the Customer's setup for any current or future services requested by the Customer. Such inclusion by Customer may occur immediately for all the Customer Affiliate's accounts or may occur selectively by account over time based upon the needs and desires of the Customer.

Each such Customer Affiliate agrees that the Customer will have full authority to disburse funds from such Customer Affiliate's accounts for any purpose, authority to determine which services are used in connection with such accounts, and authority to make elections or decisions regarding options, features, or other elements of the Services, including security features. To the extent such accounts were previously included in its implementation of the Customer's setup for any of the Services, each such Customer Affiliate consents to that previous inclusion and ratifies all transactions and other activity that were initiated or taken by Customer with respect to such Customer Affiliate's accounts. Customer and such Customer Affiliate each also acknowledge and agree that such Customer Affiliate continues to maintain concurrent ability to access all such accounts and the funds in them, including the ability to make deposits and withdrawals from such accounts via standard deposit services available to such Customer Affiliate. Therefore, Customer and such Customer Affiliate indemnify and hold the Bank harmless from any claims, judgments, damages, costs, liabilities, interest, losses or expenses, including reasonable attorneys' fees and court costs and expenses, relating to any conflicting instructions we may receive from either of them or disputes between them regarding the funds deposited to such accounts or any withdrawal from such accounts.

- 3. Agreement to be Bound.** By signing this Affiliate Agreement, each Customer Affiliate listed below agrees that it is bound by all of the terms and conditions set forth in the Governing Documentation to the same extent as if it actually executed them. If any such Customer Affiliate does not have copies of any of those documents they will be

provided upon request. Each reference to Customer Affiliate in the Governing Documentation will be deemed to be a reference to such Customer Affiliate and to the Customer, acting jointly and severally. The Customer and each such Customer Affiliate also agree that the Customer and each such Customer Affiliate are jointly and severally liable for all indemnification, confidentiality and other obligations to the Bank under the Governing Documentation related to the activities with respect to such Customer Affiliate's accounts or that may impact such Customer Affiliate's accounts, whether such activities occur at the direction of Customer or such Customer Affiliate. Each such Customer Affiliate agrees further that, should such Customer Affiliate desire to request and approve any Services that are governed by the Governing Documentation specifically for such Customer Affiliate's own use (rather than services to be provided to the Customer Affiliate at the Customer's direction and under Customer's setup) the Customer Affiliate will be required to execute the appropriate Treasury Management Agreement(s) in its own name and will be required to implement such services in its own name.

- 4. Acceptance Security Procedures.** Each Customer Affiliate agrees that the Security Procedures implemented by the Bank for the Services and are commercially reasonable methods of providing security against unauthorized transactions in light of each Customer Affiliate's circumstances. Each Customer Affiliate has freely and voluntarily chosen to empower the Customer to execute transactions in its account(s) through the Services, even though the Bank offers other means of executing such transactions that offer varying degrees of security. Each Customer Affiliate assumes all risks associated with these security procedures and all damages, costs, expenses, losses and liabilities resulting from any failures of such procedures.

- 5. Representations and Warranties Related to Trust Accounts.** The Customer and each Customer Affiliate acknowledge that inclusion of any account which is designated as a trust account, escrow account, "for the benefit of" account, or account of similar designation, in the Customer's designated setup of any service may result in access to such Customer Affiliate's account -including use of the funds contained therein and access to information related to the beneficiaries of such account- by any user who is authorized by Customer to have such access. Customer and each Customer Affiliate represent and warrant that such inclusion and such access is not prohibited by any agreement by which either the Customer Affiliate or the Customer may be bound, and such inclusion and access do not violate any applicable law or any fiduciary or other duty or obligation that either the Customer Affiliate or the Customer may have with respect to such Customer Affiliate's account or the funds contained in it, and Customer and each such Customer Affiliate jointly and severally assume all risks associated with such inclusion and access. Customer and each such Customer Affiliate shall jointly and severally indemnify and hold the Bank harmless from any claims, judgments, damages, costs, liabilities, interest, losses or expenses, including reasonable attorneys' fees and court costs and expenses, that arise directly or indirectly from or in connection with such access and inclusion, and for any breach of any representations and warranties contained in this section made by Customer and by each Customer Affiliate. Customer and each such Customer Affiliate further represent and warrant that no account designated for inclusion in the Customer's setup of the services contains funds that are in any way governed by or subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), and Customer and each Customer Affiliate shall jointly and severally indemnify and hold the Bank harmless from liability for any loss of ERISA funds as a result of use of such accounts.

- 6. Amendments.** The Bank may amend, add, or delete any term and condition detailed in this Affiliate Agreement at any time. Generally, any additions, deletions or other amendments will be posted on Bank's website. To the extent and in the manner and timeframes required by law, the Bank will notify Customer Affiliate and Customer in advance of any changes that affects their rights and obligations. Each Customer Affiliate and Customer indicate their acceptance of any change Bank makes by continuing to use the Service after the change becomes effective.

- 7. Signature.** This Affiliate Agreement has been signed and delivered on behalf of each Customer Affiliate by the persons whose names are printed below. These persons represent and warrant to the Bank that they are authorized by each Customer Affiliate listed and that each such Customer Affiliate has taken all action required by its organizational documents to authorize him or her to sign and deliver Affiliate Agreement (and any other documents Bank may require

with respect to the inclusion of such Customer Affiliate's accounts in Bank's implementation of the Customer's setup for services). This Affiliate Agreement applies only to the Customer Affiliate(s) and Customer noted herein. In order to add additional Customer Affiliates, prospective Customer Affiliates must submit one or more additional agreements.



AGENDA MEMORANDUM

Meeting Date: 9/26/2022

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Zuzell E. Murguido, Senior Procurement Officer

Subject: Award to Downtown Towing Company, Inc. as the City's Towing Company via RFP 01-21/22 for Citywide Towing Services

RECOMMENDATION: Recommendation by Finance- Professional Services that Council award City RFP #01-21/22 to Downtown Towing Company, Inc., the most responsive-responsible bidder and authorize the execution of a Professional Services Contract for Citywide Towing Services as funds are to be approved in the FY22/23 Budget, pursuant to Section §31.11 (E)(1) of the City Code.

DISCUSSION: On June 13, 2022 the City advertised a Request for Proposal (RFP) for Citywide Towing Services of which (12) towing companies/representatives were notified of the opportunity to bid. On July 19, 2022 the City received (6) six responses (Attachment "A") from the following towing companies: Downtown Towing Company, Inc., Magic Towing, Midtown Towing, R&M Towing and Recovery, Roadway Towing and Alpine Towing.

All responses were initially evaluated and deemed responsive by Zuzell E. Murguido, Senior Procurement Officer, (Attachment "B"), except for Alpine Towing, as they submitted a Letter of Intent, but did not submit a completed bid package and thus were deemed unresponsive with respect to this solicitation.

On September 9, 2022 the City advertised a Notice for the Selection Committee Meeting which was held on September 15, 2022. Responses were reviewed, evaluated and ranked (Attachment "C") by a selection committee comprised of Sergeant Albert Sandoval, Lt. Frank Perez and Officer Julio Ferreiro. The selection committee ranked the (5) five towing companies. Downtown Towing Company, Inc., was considered the highest ranked and most qualified respondent. Responses were evaluated based on Qualifications/Experience and Past Performance, Qualifications/Experience of the Project Team, Towing Equipment and Facilities, Proximity to City and acceptance of honoring Miami-Dade County's Towing Rates.

The award Contract will begin effective September 27, 2022, provided this item has been approved by Council and funding is approved in the FY22/23 Budget, as there will be no fiscal impact to the budget.

Submission Date and Time: 9/15/2022 1:28 PM

<p>Submitted by: Department: <u>Procurement Department</u></p> <p>Prepared by: <u>Zuzell Murguido</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Approved by (sign as applicable): Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p>Funding: Dept./ Desc.: _____</p> <p>Account No.: _____</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ _____</p> <p>Current request: \$ _____</p> <p>Total vendor amount: \$ _____</p>
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RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING DOWNTOWN TOWING COMPANY, INC. FOR CITYWIDE TOWING SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 01-21/22; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) issued Request for Proposals No. 01-21/22 (the “RFP”) for Citywide Towing Services (the “Services”); and

WHEREAS, six sealed bids were received by the RFP deadline; and

WHEREAS, Downtown Towing Company, Inc. (the “Contractor”) was the lowest, most responsive and responsible bidder receiving the highest ranking from the selection committee, followed by Magic Towing and Midtown Towing; and

WHEREAS, pursuant to the RFP competitive selection process and the recommendation of the City Manager, the City Council desires to select the Contractor for the Services and authorize the City Manager to negotiate and execute an agreement with the Contractor consistent with the RFP and the Contractor’s proposal; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Selection. That the City Council hereby selects the Contractor for the Services.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to negotiate and execute an agreement with the Contractor consistent with the RFP and the Contractor’s proposal, subject to approval by the City Attorney as to form, content, and legal sufficiency. That the City Manager is further authorized to execute any purchase order or required documentation for the Services described in this Resolution, subject to approval by the City Attorney as to form and legality; and to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 26th day of September, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY



CITY OF MIAMI SPRINGS

CITYWIDE TOWING SERVICES – RFP # 01-21/22



Prepared by:
Downtown Towing Company, Inc.

BRANDON DEL ROSAL – PROJECT MANAGER
1451 NW 20th Street, Miami, FL 33142
Coral Springs, Florida

W: 305-576-0989 | C: 305-796-3323

Email: brandon@downtowntowing.com | accounting@downtowntowing.com
www.downtowntowing.com

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DOWNTOWN TOWING COMPANY

HEADQUARTERS

1451 NW 20TH Street
Miami Beach, FL 33142
Tel. 305-576-0989

July 18, 2022

City of Miami Springs – City Hall
201 Westward Drive – Second Floor Council Chambers
Miami Springs, Florida 33166

RE: LETTER OF COMMITMENT AND AUTHORIZATION – CITYWIDE TOWING SERVICES NO. 01-21/22

It is my understanding that Citywide Towing Services 01-21/22 requires the successful proposer to provide twenty-four (24) hour towing services seven (7) days per week to the City of Miami Springs (hereinafter "the City") and that such services shall include the removal, impounding and storage of vehicles to locations as determined by the City's police department.

I have read the entire **Citywide Towing Services No. 01-21/22**, including the "Scope of Services" requirements in Section 2, the "General Conditions" requirements of Section 3 and the "Indemnification, Hold Harmless & Insurance Requirement" of Section 4 and will represent that Downtown Towing meets all of the City's requirements and stands ready to continue to perform the requested work for the City of Miami Springs within the parameters set by the City.

There is perhaps no other South Florida towing company that has the same combination of experience, expertise, and equipment needed to effectively serve South Florida's municipalities. Downtown Towing has several locations, numerous pieces of equipment, and over forty (40) years of experience in the towing business, with locations in Miami Dade, North Miami and Coral Gables.

Downtown Towing has a spacious facility to serve the citizens of Miami Springs, Florida. Members of the public who have their car towed need not navigate a maze of cars to get to theirs. Downtown Towing does not need to keep either equipment or customer cars on the street or in surrounding areas, which is sometimes the case with other tow companies. The spaciousness of Downtown Towing's facility translates into a higher degree of customer satisfaction.

Downtown Towing has a track record of working under the direction of government entities providing a wide range of services including Light Duty with seasoned drivers and a dedicated night crew; Heavy Hauling & Rigging with the ability and capacity to scale with you; Recovery, Boom Work and Incident Management with resources and know-how to solve problems and a wide of scope of capabilities.

DOWNTOWN TOWING SOUTH

1101 SW 69th Avenue
Miami, FL 33155
Tel. 1-305-265-1869

DOWNTOWN TOWING NORTH

301 NW 170th Street
North Miami Beach, FL 33169
Tel. 305-705-3386

DOWNTOWN TOWING DAYTONA

1313 Indian Lake Rd.,
Daytona, FL
Tel. 305-705-3386



DOWNTOWN TOWING COMPANY

HEADQUARTERS

1451 NW 20TH Street
Miami Beach, FL 33142
Tel. 305-576-0989

I along with my wife, Dagmar del Rosal, and two kids, Brandon and Zachary Del Rosal are authorized to make representations on behalf of Downtown Towing Company. I am the Corporate President and Dagmar is the Corporations secretary. We can be reach at 1451 NW 20th Street, Miami FL 33142. The Business phone number is (305) 796-9649.

I would like to thank the City of Miami Springs for the opportunity to submit our proposal for towing services. We would be proud to be a successful member of your team, and provide the highest quality towing and storage services available to the City of Miami Springs.

Sincerely,

Timothy Del Rosal
President
Downtown Towing Company

DOWNTOWN TOWING SOUTH

1101 SW 69th Avenue
Miami, FL 33155
Tel. 1-305-265-1869

DOWNTOWN TOWING NORTH

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North Miami Beach, FL 33169
Tel. 305-705-3386

DOWNTOWN TOWING DAYTONA

1313 Indian Lake Rd.,
Daytona, FL
Tel. 305-705-3386

D. FIRM'S QUALIFICATIONS, EXPERIENCE AND PAST PERFORMANCE

Downtown Towing Company is the leading towing and specialized transportation company in South Florida. The company has successfully met the needs of South Florida municipalities and law enforcement agencies since 1978. Downtown Towing decades of experience demonstrate an exceptional track record of delivering results while maximizing customer satisfaction - a truly unmatched level of dedication to our clients, partners and community. Downtown Towing provides a wide range of services from vehicle towing & storage for municipalities to heavy duty commercial fleet towing to specialized hauling and rigging.

Downtown Towing Company has consistently performed above and beyond when awarded municipal, local, state, and federal contracts. We have had a number of municipal and local government contracts re-awarded and have yet to be terminated from one. This track record is echoed by the stellar reputation we have with both the local and state law enforcement community. Below I will drive into the details on these contracts, covering the scope of work, their contract duration, and their contact information.

Downtown Towing has equipment and human capital assets in place ready to handle multiple City activations with a minutes notice. Daily conversations with management and key personnel regarding the different programs preparedness is essential so that when the time comes for an activation immediate response ensures. Furthermore, Downtown Towing also has thorough inspection and fleet maintenance program that keep equipment read to go. Downtown Towing also has enough equipment to handle its other accounts without compromising its excellent response time necessary to have the outstanding reputation with the different programs.

Downtown Towing is proud of its successful and productive long term relationships and contracts with the following municipalities and law enforcement agencies:

- City of Coral Gables (2008-present)
- City of Doral (2013-2018)
- City of Miami (1993-present)
- City of North Miami Beach (2010-present)
- City of North Miami (2010-2021)
- City of Opa Locka (2015-present)
- City of South Miami (2012-present)
- City of Sunny Isles Beach (2010-present)
- City of Sweetwater (2014-2017)
- Florida Highway Patrol (1978-present)

- FOOT District 6 RISC (2014-present)
- FOOT District4 RISC (2016-Present)
- Key Biscayne (1989-present)
- Miami-Dade County Police Department (1989-present)
- North Bay Village (2014-present)
- Port of Miami Tunnel RISC (2014-present)
- Town at Bay Harbor Islands (2010-present)
- US Customs (1999-present)
- US Secret Service (2013-present)
- University of Miami (2008-present)
- Village of Pinecrest (2017-Present)

Florida Department of Transportation District 6 RISC (2015-Present) – Downtown Towing Company has been on District 6 RISC Rotation since early 2015. This Contract is very similar scope of work to the RFP from Florida Turnpike RISC. All incidents involving commercial vehicles and large scale incidents became activations. Downtown Towing has successfully cleared all activations and has come out of rotation list to handle an activation that other companies on rotation could not respond or handle. Point of Contact is Rulx Belizaire (305) 733-6060 / Rulx.Belizaire@sunguide.info.

Florida Department of Transportation District RISC (2016-Present) – Downtown Towing Company has been on District 4 RISC Rotation for several years. This contact also has almost an exact scope of work as the Turnpike RFP. Large Commercial vehicle incidents that require recovery and clean up throughout DOT District 4, we are on rotation in several segments in Broward County. Downtown Towing has successfully completed every incident it has been activated on. Point of Contact: Michael McGee 754.224.8610 / MMcGee@smartsunguide.com

Florida Highway Patrol {1978-present} - Downtown Towing has been on rotation for towing/wrecker service for over 30 years. Scope of work includes towing and storage of abandoned vehicles, wrecked vehicles, incarcerated individuals' vehicles as well as ad hoc tows per owner's requests. This contract includes towing & recovery of large commercial vehicles as well. Additionally, Downtown Towing facilitates with the towing needs their local vehicle fleet. Point of Contact: Jean Torres 305.890.2049 / JeanTorres@flhsmv.gov

Miami Dade Police (1989-present) - Downtown Towing is currently a vendor for Towing and Storage for Miami Dade Police Dept. Scope of work includes removal of junk, abandoned vehicles, boats and machinery. Additionally, the scope of work includes towing and storage of recovered vehicles, wrecked vehicles, impounded vehicles as well as ad hoc tows per owner's requests. This contract includes towing & recovery of large commercial

vehicles as well. Downtown Towing facilitates the towing and transportation of most of the counties heavy fleet, including Miami Dade Transit. Point of Contact: Oreyx De La Vega (786) 797-8536 / oadelavega@mdpd.com

City of Miami (1989-present) – Downtown Towing Company has been under contract with the City of Miami since the early 1990's. Scope of work includes removal of junk, abandoned vehicles, boats and machinery. Additionally, the scope of work includes towing and storage of recovered vehicles, wrecked vehicles, impounded vehicles as well as ad hoc tows per owner's requests. Includes towing of commercial vehicles. Downtown Towing is on rotation to facilitate towing and transportation of City of Miami Police cars, City of Miami Public Works equipment/vehicles. Furthermore, Downtown Towing, the only vendor under contract that transports City of Miami Fire Department Ladder Trucks and Specialty Equipment. Point of Contact is (Police): Ney Suero (305) 788-5668 / 6844@miami-police.org / Contact Fire Department: Jose Davila Jr. (305) 416-5445 / jdavila@miamigov.com

City of North Miami Beach (2010-present) - Downtown Towing has been working with the City of North Miami since 2010. Scope of work includes removal of junk, abandoned vehicles, boats and machinery. Additionally, the scope of work includes towing and storage of recovered vehicles, wrecked vehicles, impounded vehicles as well as ad hoc tows per owner's requests. Point of Contact: Pat McNally (954) 448-6025 / pmcnally@northmiamipolice.com

City of Coral Gables (2008-present) – Downtown Towing has been the exclusive Towing and Storage vendor for City of Coral Gables and remains exclusive with them currently. Scope of work includes removal of junk and abandoned vehicles as well as boats and machinery. Towing and storage of wrecked, impounded and recovered vehicles as well as owners request. Includes towing of commercial vehicles. Downtown Towing also facilitates all towing and transportation of their entire cities fleet. Coral Gables operates its own public works, fire department, police department, transit department and several other departments with vehicles and equipment which Downtown Towing is exclusively responsible for towing and transporting. Point of Contact: Ed Hudak 305.733.0088 / ehudak@coralgables.com

Beyond these key contracts, Downtown Towing Company provides similar or same scope of work and is under contract with several other local municipalities such as Key Biscayne (1989-present); Sunny isles Beach (2010-present); Town of Bay Harbor Islands (2010-present); City of South Miami (2012-present); City of Doral (2013-present); City of Sweetwater (2014-present); North Bay Village (2014-present); City of Opa Locka (2015-present); Downtown Towing is also the sole vendor for RISC in the Port of Miami Tunnel.

To reiterate earlier points regarding Safety & MOT, without a superb MOT you have no Safety. We have a dedicated Supervisor who focuses on MOT in conjunction with another Supervisor to facilitate a safe as possible work environment. It should be noted recovery portion can also be very dangerous so we have to supervise and stress safety from before we leave our terminal till after we return back to our terminal. All our personnel is fitted with ANSI Class 3 High Visibility Apparel for optimal visibility and to promote awareness to drivers traveling on the roadways. Downtown Towing has maintained a safe roadway on all incidents thus far and continues to educate its personal on correct traffic plans.

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22

FORM2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the RFP, you certify that any and all information contained in the Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the RFP, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

DOWNTOWN TOWING COMPANY

Firm Name
1451 NW 20TH STREET, MIAMI FL 33142

Principal Business Address
(305) 576-0989 (305) 576-0644

Telephone Number **Facsimile Number**

BRANDON@DOWNTOWNTOWING.COM

Email Address
59-1844781 1644682

Federal I.D. No. or Social Security Number **Municipal Business Tax/Occupational License No.**

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? 02/15/1978

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

566271 3/31/1995

Document Number **Date Filed**

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

TOWING 00210.TL 04/22/2015

Category **License No.** **Date Licensed**

Please indicate the type of entity form of the Firm (if other, please describe):

Individual Partnership Corporation LLC LLP Other _____

Please identify the Firm's primary business: Towing and Storage for City Municipalities and Third Party proving Light Duty, Heavy Duty and Hauling & rigging with the ability and capacity to a wide scope of services.

Please identify the number of continuous years your Firm has performed its primary business: 44 YRS

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
TOWING BUSINESS	MIAMI DADE COUNTY	00210, TL	04/15/2015
TOW YARD (IMPOUND)	CITY OF MIAMI	1504000987	04/22/2015
AUTO STORAGE GARAGE	CITY OF MIAMI	18876	FY 21/22
TOWING FROM PRIVATE PROP	CITY OF MIAMI	18875	FY 21/22
AUTO PARKING LOT	CITY OF MIAMI	18874	FY 21/22
REPAIR OR MACH SERV	CITY OF MIAMI	18872	FY 21/22

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
TOW YARD			

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold {All, Cost up to \$X-Amount, No Cost, Other}
TIMOTHY DEL ROSAL	PRESIDENT	ALL
BRANDON DEL ROSAL	VP	ALL
ZACHARY DEL ROSAL	VP	ALL

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	32
Total No. of Managerial/ Administrative Employees	06 MANAGEMENT / 06 DISPATCH
Total No. of Trades Employees by Trade	16 DRIVERS / 4 MECHANICS AND YARD

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

PRIME INSURANCE	C/O THE RISK MNGT GROUP	FRANK ACOSTA
Insurance Carrier Name		Insurance Carrier Contact Person
7300 N KENDALL DR #202	(786) 581-5550	FRANK@TRMG.NET
Insurance Carrier Address	Telephone No.	Email

Has the Firm filed any insurance claims in the last five (5) years? No Yes If yes, please identify the

type of claim and the amount paid out under the claim: INSURANCE ADJUSTORS - LESS THAN \$100,00

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22**

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
DAGMAR DEL ROSAL	OWNER – MAJORITY	100%
TIMOTHY DEL ROSAL	PRESIDENT	
BRANDON DEL ROSAL	VP HVY DUTY	
ZACHARY DEL ROSAL	VP TRANSPORT	

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

No Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Title	Ownership (%)
TIMOTHY DEL ROSAL - DOWNTOWN SPECIALIZED	PRESIDENT	100%
ZACHARY DEL ROSAL – DOWNTOWN SPECIALIZED	MANAGER	

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
MIAMI DADE POLICE DEP	OREXYN DE LA VEGA	(305) 471-2988	OADELAVEGA@MDPD.COM	1989-PRESENT
CITY OF MIAMI POLICE DEP	DET. NEY E. SUERO	(305) 603-6640	6844@MIAMI-POLICE.ORG	1993-PRESENT
CITY OF CORAL GABLES	ED HUDAK	(305) 733-0088	EHUDAK@CORALGABLES.COM	2008-PRESENT
CITY OF NORTH MIAMI BEACH	MEGHAN BENNETT	(305) 948-2946	MEGHAN.BENNETT@CITYNMB.COM	2010-PRESENT
CITY OF SOUTH MIAMI	STEVEN KULICK	(305) 663-6339	SKULICK@SOUTHMIAMIFL.GOV	2012-PRESENT
FDOT-RISC PROGRAM	RULX BELIZAIRE	(305) 470-6969	RULX.BELIZAIRE@SUNGUIDE.INFO	2014-PRESENT
UNIVERSITY OF MIAMI	MABEL V. RODRIGUEZ	(305) 284-3075	MAERODRIGUEZ@MIAMI.EDU	2008-PRESENT

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm:

Authorized Signature: _____



Date: JULY 18TH, 2022

Print or Type Name: TIMOTHY DEL ROSAL

Title: PRESIDENT

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors / Partners of _____
DOWNTOWN TOWING COMPANY

_____ a business existing under the laws of the State of FLORIDA (the

"Entity") held on July 15th, 2022, the following resolution was duly passed and adopted:

"RESOLVED, that, TIMOTHY DEL ROSAL, as
PRESIDENT, of the Entity, be and is hereby authorized to
execute this Proposal dated July 18, 2022; on behalf of the Entity and
submit this Proposal to the City of Miami Springs, and this Entity and
the execution of this Certificate of Authority, attested to by the
Secretary of the Corporation, and with the Entity's Seal affixed, will be
the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity

this 18th day of July; 2022.

Secretary: _____



President: _____



Print Name: DAGMAR DEL ROSAL

Print Name: TIMOTHY DEL ROSAL

(Seal)

FILE NOW: FILING FEE AFTER MAY 1 IS \$225.00

CORPORATION
ANNUAL REPORT
1995



FLORIDA DEPARTMENT OF STATE
Sandra B. Matham
Secretary of State
DIVISION OF CORPORATIONS

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

95 MAR 31 PM 12:08

DOCUMENT # 566271 (3)

1. Corporation Name
DOWNTOWN TOWING COMPANY

Principal Place of Business Mailing Address
2418 N MIAMI AVENUE MIAMI FL 33127

DO NOT WRITE IN THIS SPACE

3. Date Incorporated or Qualified **02/15/1978** 3a. Date of Last Report **04/28/1994**

21. Principal Place of Business		26. Mailing Address		4. FRI Number 59-1844781		Applied For <input type="checkbox"/> Not Applicable	
22. Suite, Apt. #, etc.		27. Suite, Apt. #, etc.		5. Certificate of Status Debit <input type="checkbox"/>		\$8.75 Additional Fee Required	
23. City & State		28. City & State		6. Election Campaign Financing Trust Fund Contribution <input type="checkbox"/>		\$5.00 May Be Added to Fees	
24. Zip		25. Country		29. Zip		30. Country	
9. Name and Address of Current Registered Agent				10. Name and Address of New Registered Agent			

**DEL ROSAL, RACHEL
2418 N MIAMI AVENUE
MIAMI FL 33127**

81. Name
82. Street Address (P.O. Box Number is Not Acceptable)
83.
84. City **FL** 85. Zip Code

11. Pursuant to the provisions of Sections 607.0502 and 607.1508, Florida Statutes, the above-named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the state of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am familiar with and accept the regulations of Section 607.0503, Florida Statutes.

SIGNATURE: *[Signature]* **DP Del Rosal V.P.** **03/27/95**

12. OFFICERS AND DIRECTORS		13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 12	
TITLE	DP	11 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	DEL ROSAL, RACHEL	12 NAME	
STREET ADDRESS	8990 SW 59 ST.	13 STREET ADDRESS	
CITY - ST - ZIP	MIAMI FL	14 CITY - ST - ZIP	
TITLE	VP	21 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	DEL ROSAL, DAGMAR	22 NAME	
STREET ADDRESS	8990 SW 59TH ST	23 STREET ADDRESS	
CITY - ST - ZIP	MIAMI FL	24 CITY - ST - ZIP	
TITLE	ST	31 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME	DEL ROSAL, DAGMAR	32 NAME	
STREET ADDRESS	8990 SW 59TH ST	33 STREET ADDRESS	
CITY - ST - ZIP	MIAMI FL	34 CITY - ST - ZIP	
TITLE		41 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME		42 NAME	
STREET ADDRESS		43 STREET ADDRESS	
CITY - ST - ZIP		44 CITY - ST - ZIP	
TITLE		51 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME		52 NAME	
STREET ADDRESS		53 STREET ADDRESS	
CITY - ST - ZIP		54 CITY - ST - ZIP	
TITLE		61 TITLE	<input type="checkbox"/> Change <input type="checkbox"/> Addition
NAME		62 NAME	
STREET ADDRESS		63 STREET ADDRESS	
CITY - ST - ZIP		64 CITY - ST - ZIP	

14. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(2)(b), Florida Statutes. I further certify that the information indicated on this annual report or supplemental annual report in this and accounts are; that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 12 or Block 13 of this report.

SIGNATURE: *[Signature]* **DAGMAR R. Del Rosal V.P.** **03/27/95** **(205)** **578-0989**



2022 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/21

This Certificate Expires on December 31, 2022

Business Name and Location Address

Certificate Number

DOWNTOWN TOWING COMPANY INC
1451 NW 20TH ST
MIAMI, FL 33142-7723

23-8012084799-7

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

STAPLES



Miami-Dade County, Florida
Department of Regulatory and Economic Resources
Business Affairs
Towing License

00210.TL

Downtown Towing Company
1451 NW 20 St
Miami, FL 33142

Expiration: 02/15/2023


Business Affairs
Miami-Dade County

This registration is non-transferable. The registration/license # must be stated in all advertisements.

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22

FORM 10
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFP and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: JIMMY MOREJON

Print Name: TIMOTHY DEL ROSAL

Witness #2 Print Name: SYDNEY BEASLY

Title: PRESIDENT

Firm: DOWNTOWN TOWING COMPANY

ACKNOWLEDGMENT

State of Florida

County of MIAMI DADE

The foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization, this 18 day of JULY, 2022, by MARIANNA POLASTRY (name of person) as NOTARY PUBLIC (type of authority) for _____ (name of party on behalf of whom instrument is executed).



MARIANNA POLASTRY
Notary Public
State of Florida
Comm# HH221453
Expires 1/26/2026

Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
 Produced identification (Type of Identification: FLORIDA DRIVER LICENSE)
____ Did take an oath; or
____ Did not take an oath



Company ID Number:40133

Client Company ID Number:1856077

Employer DOWNTOWN TOWING COMPANY	
Name (Please Type or Print) MARIANNA POLASTRY	Title
Signature Electronically Signed	Date July 18, 2022
E-Verify Employer Agent Verify I-9, LLC	
Name (Please Type or Print) Katie Hall	Title
Signature Electronically Signed	Date July 18, 2022
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date July 18, 2022

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: DOWNTOWN TOWING COMPANY

Authorized Signature: 

Date: JULY 18TH, 2022

Print or Type Name: TIMOTHY DEL ROSAL

Title: PRESIDENT

E. PROJECT TEAM / PERSONNEL QUALIFICATIONS:

Downtown Towing has a "whatever it takes" philosophy and fully understands the expectations associated with this contract. Our track record of never turning down a call *even* when not primary or actively up on rotation speaks to our philosophy. This philosophy coupled with our commitment to safety is one of the main catalyst for Downtown Towing being as successful as it is. For over 40 years we have stood side by side with first responders and worked with them to safely clear roadways and assist the traveling public. Downtown Towing fully understands the expectations and responsibilities required to meet the RISC programs goals and incentives.

ORGANIZATION:

Downtown Towing's veteran team, is elite and well respected. A number of key personal have over a decade of experience successfully working in police directed towing and municipal logistics. Collectively the key personnel hold over 150 years of Towing and Transportation experience.

LIGHT DUTY

Our Light Duty Department is managed by Jimmy Morejon, Operations Manager. He manages all the Drivers On-Call and ensures they are servicing our Tows in a professional manner.

Jimmy also manages the Dispatch Department and is in charge of the Mechanic Shop, while coordinating the maintenance for the trucks.

The Yard is managed by **Pastor Vento**, who has been with the company for well over 10 years. He is responsible for the inventory and release of vehicles on a daily basis.

Roberto Perez, is our Head Mechanic and he is responsible for repairing our vehicles, ordering parts and schedule for preventive maintenance. He is been with the company for a couple of years and is very well experienced to perform a variety of technical tasks in the department.

HEAVY DUTY

Our Heavy Duty Department is led by Brandon Del Rosal. He manages the Heavy Duty Drivers and ensures they comply with all the requirements set by the company and the different Municipalities and Police Departments. Heavy Duty also manages our RISC Program.

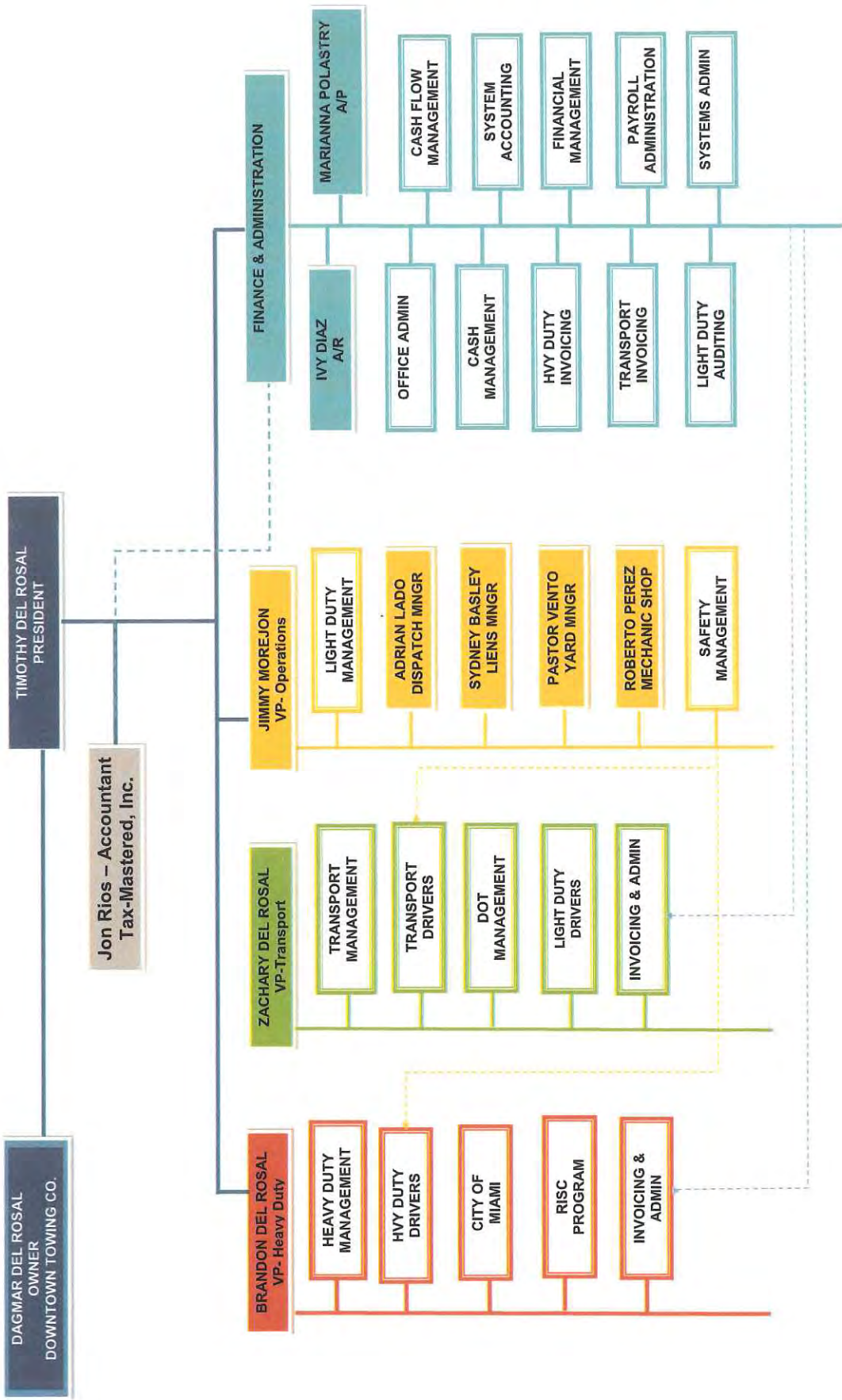
FINANCE AND ADM DEPARTMENT

Our finance department is in charge of managing all day to day financial activities, collections, invoicing and service to our accounts. Marianna together with Ivy have created a good flow for the invoicing and collection process to ensure profitability and roi for Downtown Towing Company.

DOWNTOWN TOWING'S DRIVERS:

Downtown Towing's Drivers already have been screened by Miami Dade Police VRU and have Miami Dade Police Towing Identification as well as FDLE screening. On the administrative and clerical side Downtown Towing has an efficient protocol and close relationship with VRU to insure victims and vehicle owners notified in a timely manner that is well above industry standards. Downtown Towing uses a web based platform (OMADI & TowBook) to dispatch (replaces obsolete Radio communication, and allows us to monitor real time movement), inventory and notify consumers that is actually integrated in to Auto Data Direct (Motor Vehicle Database and notification system tied in with USPS). All of Downtown Towing's vehicles and equipment have real-time GPS tracking and telematics, this allows transparency and accurate information updates to its customer base. Being that this contract is 24/7/365 and vendors must be prepared in the event of a natural disaster or even simple power outages Downtown Towing has backup generators that can run each of our facilities without interruption or inconvenience.





DAGMAR DEL ROSAL
OWNER
DOWNTOWN TOWING CO.

TIMOTHY DEL ROSAL
PRESIDENT

Jon Rios - Accountant
Tax-Mastered, Inc.

BRANDON DEL ROSAL
VP- Heavy Duty

HEAVY DUTY
MANAGEMENT

HVY DUTY
DRIVERS

CITY OF
MIAMI

RISC
PROGRAM

INVOICING &
ADMIN

ZACHARY DEL ROSAL
VP-Transport

TRANSPORT
MANAGEMENT

TRANSPORT
DRIVERS

DOT
MANAGEMENT

LIGHT DUTY
DRIVERS

INVOICING &
ADMIN

JIMMY MOREJON
VP- Operations

LIGHT DUTY
MANAGEMENT

ADRIAN LADO
DISPATCH MNGR

SYDNEY BASLEY
LIENS MNGR

PASTOR VENTO
YARD MNGR

ROBERTO PEREZ
MECHANIC SHOP

SAFETY
MANAGEMENT

FINANCE & ADMINISTRATION

IVY DIAZ
A/R

MARIANNA POLASTRY
A/P

OFFICE ADMIN

CASH FLOW
MANAGEMENT

CASH
MANAGEMENT

SYSTEM
ACCOUNTING

HVY DUTY
INVOICING

FINANCIAL
MANAGEMENT

TRANSPORT
INVOICING

PAYROLL
ADMINISTRATION

LIGHT DUTY
AUDITING

SYSTEMS ADMIN

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22**

**FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS**

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please Copy /duplicate this page and attach to this Form. Additional space: No Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
DAGAMAR DEL ROSAL	OWNER	40 YRS	40 YRS	
TIMOTHY DEL ROSAL	PRESIDENT	44 YRS	44 YRS	CDL, HVY DUTY CERTIFIED, RIGGING & ROTATOR CERTIFIED
BRANDON DEL ROSAL	VICE PRESIDENT HEAVY DUTY DIV	10 YRS	10 YRS	CDL, HVY DUTY CERTIFIED, RIGGING & ROTATOR CERTIFIED
ZACHARY DEL ROSAL	VICE PRESIDENT HVY DUTY & TRANSPORT	10 YRS	10 YRS	CDL, HVY DUTY CERTIFIED, RIGGING & ROTATOR CERTIFIED
JIMMY MOREJON	OPERATIONS MANAGER	30 YRS	15 YRS	DRIVER OPERATOR, TOW TRUCK, FLAT BED AND RECOVERY
ADRIAN LADO	DISPATCHER MANAGER	21 YRS	3 YRS	RECOVERY CERTIFIED, LIGHT, MED, HVY DUTY AND TRANSPORTATION
SYDNEY BEASLY	LIENS & CD MANAGER	10 YRS	5 YRS	ADMINISTRATION DEGREE, LIEN & CD CERTIFIED
IVIRAY DIAZ	A/R'S & INVOICING MANAGER	20 YRS	2 YRS	ADMINISTRATION DEGREE, A/R & INVOICING QUICK BOOKS
MARIANNA POLASTRY	FINANCIAL MANAGER	20 YRS	2 YRS	INTL BUSINESS & FINANCE MASTERS DEG QUICKBOOKS CERTIFIED

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the City:

WE HAVE IMPLEMENTED A CROSS TRAINING PROGRAM TO ENSURE ALL OF OUR

EMPLOYEES HAVE THE OPPORTUNITY TO LEARN AND GROW WITHIN THE COMPANY. WE HAVE

ROTATIVE SCHEDULE AND WE HAVE OPEN MANAGEMENT COMMUNICATION TO RESOLVE ANY

PERSONAL OR BUSINESS ISSUES.

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22**

Please identify each Key Staff member's engagement commitments that will exist concurrently with the City's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement
BRANDON DEL ROSAL	DISPATCH HVY DUTY		ON CALL 24/7	
ZACHARY DEL ROSAL	DISPATCH HVY DUTY		ON CALL	
ADRIAN LADO	DISPATCH MANAGER		MO-SAT 7 AM – 7 PM	
IVI DIAZ	INVOICING		MO-FR 9 AM – 6 PM	
MARIANNA POLASTRY	FINANCE		MO – FRI 9 AM – 6 PM	

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number
N/A		
N/A		

WE HAVE ALL THE EQUIPMENT INCLUDING BUT NOT LIMITED TO TRUCK AND TRACTORS, FLAT-BED TRUCKS, TILT BED, HYDRAULIC, LOWBOY SEMI TRAILER (LANDOLL); TANDEM AXLE TRACTOR, HVY CONSTRUCTION END LOADER, SWEEPERS, AND WE ARE MOT CERTIFIED, TO HANDLE ALL THE WORK AS NEEDED. 3.

Firm: DOWNTOWN TOWING COMPANY

Authorized Signature: _____



Date: JULY 18TH, 2022

Print or Type Name: TIMOTHY DEL ROSAL

Title: PRESIDENT



DOWNTOWN TOWING COMPANY
HEADQUARTERS
1451 NW 20TH Street
Miami Beach, FL 33142
Tel. 305-576-0989

DOWNTOWN TOWING COMPANY
CITY OF MIAMI SPRINGS CONTACT INFO.

PROJECT MANAGER: BRANDON DEL ROSAL
CELL: 305-796-3323

ALL DISPATCHER – Light Duty / Heavy Duty
Calls 24/7 @ Phone: 305-576-0989

- Management Team / Dispatch
 - Heavy Duty Brandon Del Rosal Ph. 305-796-3323
 - Transport Zack Del Rosal Ph. 305-733-1512
 - Operations Jimmy Morejon Ph. 305-200-9670

- If unable to make contact call Tim Del Rosal at: Ph: 305-796-9649

Services provided as per Miami Springs includes and is not limited to removal and storage of vehicles and equipment that are creating a traffic hazard, disabled from a traffic crash, or in need for assistance or removal. We will provide 24/7 hour emergency towing services, 365 days per year. Calls are registered and assigned within 5-10 minutes and ETA must be within 20-45 minutes for service.

DOWNTOWN TOWING SOUTH
1101 SW 69th Avenue
Miami, FL 33155
Tel. 1-305-265-1869

DOWNTOWN TOWING NORTH
301 NW 170th Street
North Miami Beach, FL 33169
Tel. 305-705-3386

DOWNTOWN TOWING DAYTONA
1313 Indian Lake Rd.,
Daytona, FL
Tel. 305-705-3386

STAFF

Qualifications and Experience

NAME: DAGMAR DEL ROSAL
POSITION: OWNER – 100% SHAREHOLDER
DL: FL – D462176658030

EXPERIENCE:

Owner and majority stakeholder of Downtown Towing Company. For the last 20 years she has been the driving force of Downtown Towing’s success. Her values and core beliefs have molded the company into a highly respectable organization.

STAFF

Qualifications and Experience

NAME: TIMOTHY DEL ROSAL

POSITION: PRESIDENT

CDL DL: FL – D462816832680

EXPERIENCE:

Timothy Del Rosal who is the President and founder of Downtown Towing Company, has been an industry leader and advocate for over 40 years. He started Downtown Towing in 1978 with one truck and has grown it to South Florida's premier Towing and Transportation Company. Timothy guides the company's vision and actively advises management of the company. He possess a valid Class A CDL and has a high level of proficiency in recovery and incident management. He also has a PADI driver license and has over 30 years of water/savage recovery.

STAFF

Qualifications and Experience

NAME: BRANDON DEL ROSAL
POSITION: VICE PRESIDENT – HEAVY DUTY / DRIVER
CDL DL: FL – D462076942220

EXPERIENCE:

Brandon is the Heavy Duty Vice President of Downtown Towing Company. He supervises and manages the Light and Heavy Duty Division and is integral in the overall maintenance of Downtown Towing's robust fleet. For well over a decade Brandon has been a contributing actor on the expansion and rise of Downtown Towing Company. He has a valid Class A CDL and is Heavy Duty Certified as well as Rigging Certified and Rotator Certified. In addition, Brandon has a water recovery / salvage experience. He manages and train Heavy Duty Drivers and

STAFF

Qualifications and Experience

NAME: ZACHARY DEL ROSAL

POSITION: VICE PRESIDENT – HEAVY DUTY/TRANSPORT /DRIVER

CDL DL: FL – D462996952520

EXPERIENCE:

Zachary Del Rosal is the Vice President for the Transport Division. He has grown the division to be one of the most diverse and capable fleets in the Southeastern United States. The fleet currently manages logistics for a number of Fortune 1000 companies. Zachary possess a valid Class A CDL and is Ultra Heavy Duty Certified; as well as Rigging Certified and Rotator Certified. He manages and trains all Transport Drivers, and accounts for major company accounts.

STAFF

Qualifications and Experience

NAME: JIMMY MOREJON

POSITION: OPERATIONS MANAGER – LIGHT DUTY / DRIVER

DL: FL – M625420622980

EXPERIENCE:

Jimmy Morejon is a Vice-President of Operations for Downtown Towing Company. He is an incredible asset to the Company, with over 30 years in Police Towing. He has been at Downtown Towing for over 15 years and has risen to the top of the light duty ranks within the organization by leading example. Jimmy provides Downtown Towing with exceptional light duty experience and resolve that is unmatched yet very necessary to be the optimal performer on most contracts. He also provides on-site training for all of our light duty drivers and maintains safety meetings regularly.

STAFF

Qualifications and Experience

NAME: ADRIAN LADO
POSITION: DISPATCHER MANAGER
DL: FL – L300-000-76-323-0

EXPERIENCE:

Adrian Lado leads our Dispatching core. He is a seasoned veteran in the industry. He provides incredible instinct accompanied by a unique leadership style that sets Downtown Towing's Dispatchers above the competition. He works with the different Municipalities and understands the scope of work and needs on every circumstance.

STAFF

Qualifications and Experience

NAME: SYDENEY BEASLEY
POSITION: LIENS & CD'S MANAGER
DL: FL – B240-795-92-920-0

EXPERIENCE:

Sydney is a Senior Liens and Administrative professional and manages all the municipal reports, lien payments and releases and certificate of destruction paperwork. She has been with Downtown Towing with well over 5 years and she has proven to be an asset in the organization.

STAFF

Qualifications and Experience

NAME: MARIANNA POLASTRY

POSITION: FINANCE MANAGER

DL: FL – P423-540-65-520-0

EXPERIENCE:

Marianna Polastray is a Financial Manager responsible for overseeing all financial activity within the organization to ensure financial growth and stability, including planning, budgeting, expense control and financial reporting. Marianna strategic business plans for day-to-day operations with key process for internal controls and accounting procedures. Hires and trains office personnel and oversees payroll and systems administration.

STAFF

Qualifications and Experience

NAME: IVIRAY DIAZ

POSITION: ACCOUTS RECEIVABLES / INVOICING ADMINISTRATOR

DL: FL – D200-412-71-797-0

EXPERIENCE:

Ivy Diaz is an Administrator with a Business Degree in Accounting with over 20 years-experience with Cash Management, Accounts Receivables, Payables and Invoicing. She handles all of the company payments and credit card transactions and works together with the different municipalities to meet all terms as per the different contract agreements.

STAFF

Qualifications and Experience

NAME: WILLIAM LLOYD
POSITION: CDL DRIVER
CDL: FL – L300-921-64-296-0

EXPERIENCE:

William Lloyd is a seasoned CDL Driver and is been with the company for 20 years. He has many years of experience in heavy duty and specialized transport. Attended over a dozen in house training sessions. Has also been a trainer/mentor to incoming drivers. TIM/MOT Certified; NHI Course #FHWA-NHI-133126A.

STAFF

Qualifications and Experience

NAME: JOSE MARTINEZ
POSITION: DRIVER
CDL: FL – M635-432-81-058-0

EXPERIENCE:

Jose Martinez is been with the company since 2012. He specialized in light and heavy duty and works with transportation as well. TIM/MOT Certified, NHI course #FHWA-NHI-133126A.

STAFF

Qualifications and Experience

NAME: ARMANDO DEL PINO

POSITION: DRIVER

CDL: FL – D415-001-96-324-0

EXPERIENCE:

Armando Del Pino has been working with us for the last 3 years. He is a CDL Driver and specializes in light and heavy duty and has over 20 years experience in the industry. TIM/MOT Certified.

F. TOWING EQUIPMENT AND FACILITIES:

Downtown Towing has three facilities to service this particular contract:

- **Downtown Towing North Office**
301 NW 170th Street, North Miami Beach, FL 33169

- **Downtown Towing Main Office**
1451 NW 20th Street, Miami FL 33142

- **Downtown Towing South Office**
1101 SW 69th Avenue, Miami FL 33155

Given the location's close proximity to the access point needed to promptly respond and Downtown Towing's Book of business in Miami Dade County including North Miami and North Miami Beach, Downtown Towing is extremely confident in its ability to fulfill all the needs of this solicitation / contract.

Downtown Towing has invested in an IT infrastructure and has over 30 HD cameras canvassing the property in conjunction with access controls that ensure safe keeping and elite supervision. This dedication to security and service, is only but a part the reason for the current relationships with most local municipalities. With over 50,000 square feet of outside storage.

TOWING EQUIPMENT

Downtown Towing has one of the largest, most capable fleets in the Southeastern United States within its respective industry. While all jobs detailed in the contract are well met, rest assured Downtown Towing has the resources to handle unexpected jobs out of scope. The technology that has been integrated in to all of Downtown Towing's equipment, promotes efficiency and safety for not only our partners and community, but also our dedicated team. Downtown Towing has three 50 ton Rotators available for this contract as well as several Heavy Duty Wreckers & Tractor Trailers, all that has recently been inspected by District 6 & District 4 DOT and are in compliance to this solicitation.

- (2) 50 Ton Rotator/Wrecker (Class D)
- (1) 50 Ton Rotator + Slider /Wrecker (Class D)
- (1) 50 Ton Wrecker (Class D)
- (1) 50 Ton Integrated Boom /Wrecker (Class D)
- (1) 30 Ton Integrated Boom / Wrecker (Class C)
- (6) Tri Axle Tractor (Class E)
- (7) Tandem Axle Tractor (Class E)
- (4) Landoll Sliding Axle Trailers (53' & 50')
- (3) 50 Ton Lowboy (RGN)
- (1) 55 Ton Lowboy w/nitrogen stinger (8 Axle RGN)
- (1) 40 Ton Extendable Double Drop (RGN)
- (4) StepDeck Trailer (53')

**DOWNTOWN TOWING COMPANY PROPOSAL
CITYWIDE TOWING SERVICES # RFP 01-21/22**

- (3) Extendable Flatbed (Up to 90' & Tri Axle)
- (2) 75/80 Ton Lowboy (11-13 Axle RGN)
- (6) Class B Flatbeds
- (8) Class A Wreckers (2 low clearance with Go-Jacks)
- (1) Class C Flatbed
- (3) Forklifts
- (2) SkidSteer (sweepers/forks/buckets/grapples)
- (2) Support Trailer w/Recovery Airbags (DOT RISC)
- (1) Open 3 Car Hauler
- (1) Open 1 Car Hauler
- (1) SportChassis
- (2) Motorcycle Trailers
- (2) Enclosed Car Haulers (48' & 24')
- (2) Gooseneck Equipment Trailer
- (2) Tri Axle Boat Trailers
- (1) 75 Ton Steerable Dollie (9-13 Axle)

Each of our Trucks are equipped with the necessary tools including Reflectors, Safety Lights, Dome Light, Safety Cones, Showel, Axe, Towing Chain, Flashlights, Sand and other equipment to make it available as necessary.



DOWNTOWN TOWING COMPANY

Truck and Trailers List (2/22/2022)

	Vehicle #	Year	Make	Model	VIN #	Type	Status
LIGHT DUTY	1	2016	FORD	F450	1FDUF4GT7GEB88807	Medium Truck	Current
	2	2015	FORD	F450	1FD0X4GT3FED44917	Medium Truck	Current
	3	2016	FORD	SELF LOADER	1FDUF4GT8GEA75741		Broken
	4	2018	FORD	F450	1FD0X4GT4JEB98388	Medium Truck	Current
	95	2018	FORD	F450	1FDUF4GTJEB99453	Medium Truck	Current
HYV DUTY	5	2015	PETERBILT	ROTATOR	1NPXX4TXOFD285948	Extra Heavy Duty	Current
	8	2019	PETERBILT	389	1NPXL40X7KD275105	Extra Heavy Duty	Current
	6	2017	PETERBILT	WRECKER	1NPCX4EX4HD445084	Extra Heavy Duty	Current
	7	2016	PETERBILT	389 WRECKER	2NPXL49X5GM282364	Extra Heavy Duty	Current
FLAT BED	NEW	2023	FONTAINE	LOWBED GOOSENECK	57JE53307N35A1278	Beam Trailer	New
	NEW	2022	FONTAINE	LOWBED NGB NECK	TBD	Low Bed	New
FLAT BED	9	2016	HINO 258	ROLLBACK	5PVNJ5JN9G4552408	Heavy Truck	Current
	10	2018	FREIGHTLINER	ROLLBACK	1FVACWFC9JHJK5859	Heavy Truck	Current
	11	2014	HINO	FLATBED	5PVNJ8JP7E4S50994	Heavy Truck	Current
	12	2016	KENWORTH	T370 FLATBED	2NKH7X2GM119524	Heavy Truck	Current
TRANSPORT	14	2012	KENWORTH	TRACTOR	1XKDP4EXXCJ325803	Heavy Tractor	Current
	16	1999	PETERBILT	TRACTOR	1XP5DB9X5XD468054	Heavy Tractor	Current
	17	2014	PETERBILT	TANDEM	1XPXD48X6ED224835	Extra Heavy Duty	Current
TRANSPORT	18	2016	KENWORTH	TRACTOR	1XKWP4TX7GJ495456	Extra Heavy Duty	2 Weeks
	22	2009	PETERBILT	TRACTOR	1NPXDBEX69D773106	Extra Heavy Duty	Current
	19	2009	PETERBILT	TRACTOR	1XPXD4EX09D790792	Extra Heavy Duty	Current
	Specialized	1300Z	KENWORTH	TRACTOR	1XKWP4TXXMR431232	Heavy Tractor	NEW
21	2009	PETERBILT	389 TRACTOR	1XPDBEX49N774612	Extra Heavy Duty	Current	

FORM 12
PRICE PROPOSAL

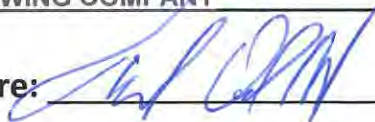
The Proposer shall provide the hourly rates, unit prices, and equipment rates as provided for in RFP No. 01-21/22, specifically sections 2.9, 2.10, 2.16, 2.31.2 and Exhibit "B" Miami Dade County Maximum Non-Consent Tow Rates. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the City. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: DOWNTOWN TOWING COMPANY

Authorized Signature: _____



Title: PRESIDENT

Print or Type Name: TIMOTHY DEL ROSAL

Date: JULY 18TH 2022

MAXIMUM NON-CONSENT TOWING RATES

POLICE DIRECTED

Police Directed Tow	
Class A	\$127.25
Class B	\$208.65
Class C	\$296.50
Class D	\$377.50
Per Mile Fee For Police Directed Tow (After first five (5) miles)	
Class A	\$3.80
Class B	\$4.40
Class C	\$5.90
Class D	\$7.00
Extra Time At Scene for Police Directed Tow	
Class A	\$31.90
Class B	\$52.40
Class C	\$73.90
Class D	\$94.60
First one-half hour to be included in the initial cost per call. Charges are 15 minute intervals, and must have the written documentation and approval of the investigating law enforcement agency/officer.	
Administrative Fee After first 24 hours All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees with documentation may be in addition to administrative fee.	\$38.20
Daily Indoor Storage – vehicles 20’ or less After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative, or investigating police agency.	\$33.90
Daily Indoor Storage – vehicles longer than 20’ After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative, or investigating police agency.	\$54.65
Daily Indoor Storage – small personal vehicles (i.e., motorcycles, ATV’s, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative or investigating police agency.	\$16.20
Daily Outdoor Storage – vehicles 20’ or less After first 6 hours (Chargeable in 24-hour increments)	\$27.60
Daily Outdoor Storage – vehicles longer than 20’ After first 6 hours (Chargeable in 24-hour increments)	\$48.40
Daily Outdoor Storage – small personal vehicles (i.e., motorcycles, ATV’s, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments)	\$13.65

Lowboy Services

Tow Rate (hook-up and first ½ hour at scene)	\$296.50
Per Towed Mile After First Five (5) Miles	\$5.65
Extra Labor/Wait Time At Scene	\$73.90
Hazardous material clean-up (Class C & D Only) and disposal as required, mandated and/or licensed through state or local laws and approved by the investigating law enforcement agency/officer.	Towing Company prevailing rates.
Dollies – Class A (Except Private Property Tows)	\$44.30/per job
Underwater Recovery Salvage Diver(s)	
First Hour/Per Diver	\$158.65
Each Additional 15 Minutes after the first hour/per diver	\$40.00
Charges are 15-minute intervals and must be performed by a certified/professional diver with the written documentation and approval of the investigating law enforcement officer/agency.	

Secretary: 

Print Name: DAGMAR DEL ROSAL

Date: 04/18/2022

President: 

Print Name: TIMOTHY DEL ROSAL

Date: 07/18/2022

H. SPECIAL CONSIDERATIONS

➤ DISPATCH STANDARD OPERATING PROCEDURES

We have established a Standard Operating Procedure for each of the accounts to ensure tows are handled in a professional, and expedite manner.

Our Dispatchers in the Main Office, North Office and South Office follow established procedures in a manner that is consistent with the different Municipalities and Police Departments.

Our Dispatchers are able to respond, monitor and record calls from various Municipalities Police Departments, Private entities and Owner requests to determine appropriate action.

➤ SAFETY MANUAL

State and Federal law, as well as company policy, make the safety and health of our employees the first consideration in operating our business. Safety and health in our business is part of day to day operations at Downtown Towing, and every employee's responsibility at all levels.

It is the objective of Downtown Towing Company to comply with all laws concerning the operation of the business and the health and safety of our employees and the public. To do this, we must constantly be aware of conditions in all work areas that can produce or lead to injuries.

DOWNTOWN TOWING COMPANY SAFETY POLICY STATEMENT

It is the policy of *Downtown Towing Company* that accident prevention shall be considered of primary importance in all phases of operation and administration. It is the intention of *Downtown Towing Company's* management to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each supervisor (Team Leader (Brandon)) make the safety of all employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt about how to do a job or task safely, it is his or her duty to ask a qualified person for assistance. Employees are expected to assist management in accident prevention activities. Unsafe conditions must be reported immediately. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.

Every injury that occurs on the job, even a slight cut or strain, must be reported to management and/or the Responsible Safety Officer (Brandon Del Rosal) as soon as possible. Under no circumstances, except emergency trips to the hospital, should an employee leave the work site without reporting an injury. When you have an accident, everyone is hurt. Please work safely. Safety is everyone's business.

SAFETY RULES –DRIVERS

GENERAL POLICY



1. All drivers are expected to operate within the limits set forth in the federal regulations, and local, municipal and state laws of all jurisdictions operated in This is inclusive of logging regulations, weight limitations, speed limits, and physical requirements.
2. Drugs and alcohol are strictly prohibited in any vehicle operating on behalf of the company.
3. Firearms are strictly prohibited in all vehicles operating on behalf of the company.
4. Pets/animals of any kind are expressly forbidden from being in any company vehicle.
5. Unauthorized passengers are not allowed. All customers, employees and members of the general public are to be treated with respect and courtesy.
7. Paperwork is to be turned in at the end of each tow. This includes all receipts and monies collected. If monies are collected from a customer, a valid company receipt must be provided to that customer and the duplicate copy must be turned in to the company.
9. Accidents must be reported to the company as soon after the accident as possible. Failure to report accidents will result in the revocation of the driver's safety clearance.
10. All drivers are expected to call in upon arrival at the tow location, and turn on their devises when ready to take tows. Telephone and Apps are great tools for communication. Please use yours with respect.
12. It is expressly forbidden for any employee or agent of the company to come onto company property under the influence of any illegal drug or alcohol.
13. All calls are to be made in a timely fashion. This company does not require or allow any driver to violate state or federal laws in order to get to a tow location in a timely manner.
14. Fuel should be purchased only at authorized fuel stops. If such stops have not been designated, it is the responsibility of the driver to help control fuel costs by buying fuel at the lowest prices available.
15. Your truck is equipped with chains, chock blocks, fire extinguishers, and triangles. You may also be equipped with such items as brooms, shovels, and other items that assist you in the completion of your job. It is your responsibility to verify that these items are on your vehicle and in good condition. Loss of these items may result in your being charged for their replacement.
16. Unless otherwise specified, equipment must be returned to the lot at the end of your shift. No vehicles will be used for personal use.
17. No unauthorized tows will be tolerated. Any driver' caught using the trucks or equipment for unauthorized purposes will be fired.
18. Drivers are expected to keep their vehicles neat and clean. Clean trucks are our best advertising and are also a safety factor. Cabs should not have any junk or garbage in them. Keep your truck in good condition.
19. Reflective Shirts are provided to all Drivers, you are expected to wear them at all times and keep them clean. We therefore expect you to keep clean uniforms handy so that you can change into them as necessary.
20. Time off must be approved by your supervisor. Please coordinate in advance if you need to take time off. This allows us to schedule someone else to cover for you.

➤ **NEXTIVA MONITORING SYSTEM**

We have partner with Nextiva to ensure we provide our Dispatchers proper training while monitoring calls at all times.

Nextiva is a Connected Communications company that helps businesses grow faster. It lets people work smarter using its business VoIP phone service, video conferencing, text messaging, and CRM software.

➤ **SHOP / MAINTENANCE PROGRAM**

We have established a Truck Maintenance Program in house to ensure our fleet are kept at its best.

We have invested in tools, equipment, parts, inventory, shop space and have hired qualified mechanics to keep the shop running 6 days a week.

Our maintenance program help us to:

1. Determine the status of each vehicle in our fleet. Inspect, service, and repair each vehicle to establish a baseline of current mileage, current fluid levels, and a current inspection and service record. Document all information.
2. Input information to track and complete preventive maintenance. This includes mileage, age of the vehicle, fuel usage, and other details.
3. Set up alerts for needed maintenance based on mileage, timing, or fuel usage.
4. Inspect vehicles in the fleet based on the size of the fleet, time drivers are on the road. This could be once a week, or twice a month
5. Track the cost of vehicle repairs per unit

I. INSURANCE

Commercial General Liability – Our Commercial General Liability is with Prime Property & Casualty Insurance, and it has been for the last few years. Our policy Number is PC21101544; Downtown Towing Company has coverage with limits of liability of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance also includes a \$1,395,000 Physical Damage with a maximum amount of \$2,000,000 CSL each.

Workers Compensation – Our Workers Compensation and Employer’s Liability insurance, is managed by Kymberly Group, a Payroll Company located in Orlando, Florida. We are working with Kymberly for the last two years.

Garage Policy – Our Garage Policy is with Colony Insurance Policy No. GP8479918; and it covers a comprehensive Garage Keepers loses and collisions and Physical Damage with a limit of \$1 Million per auto, \$1 Million for Collision, and

Umbrella – In addition to the above Downtown Towing Company keeps a Commercial Umbrella Policy of \$2,000,000 Policy to cover for any additional losses.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Risk Management Group, Inc 7300 N Kendall Dr #202 Miami FL 33156		CONTACT NAME: Melissa Acosta PHONE (A/C, No, Ext): (786) 581-5550 FAX (A/C, No): (786) 551-0156 E-MAIL ADDRESS: col@trmg.net	
INSURED DOWNTOWN TOWING COMPANY 1451 NW 20th St Miami FL 33142		INSURER(S) AFFORDING COVERAGE INSURER A: Prime Insurance INSURER B: Ironshore Specialty Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2261617388 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PC21101544	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Damage \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Liability			IRONTX00907432	05/27/2022	05/27/2023	Each Pollution Incident \$ 1,000,000 Aggregate \$ 1,000,000 Aggregate Claims Exp. \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Miami Springs – City Hall
201 Westward Drive

Miami Springs

FL 33166

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Frank Acosta

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC. ID: (Kymberly) c/o Kymberly Group Payroll Solutions, Inc. 3218 E. Colonial Drive, Ste F Orlando, FL 32803	CONTACT NAME: Phil Martina
	PHONE (A/C, No, Ext): 407-228-6428
	FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: SUNZ Insurance Company
	NAIC # 34762
INSURED Kymberly Group Payroll Solutions, Inc. 3218 E Colonial Drive Suite F Orlando FL 32803	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 69273793

REVISION NUMBER:

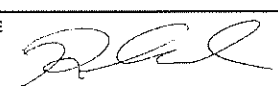
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC051-00001-022	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Downtown Towing Co
 Client Effective: 2/01/2022

CERTIFICATE HOLDER**CANCELLATION**

43564 City of Miami Springs – City Hall 201 Westward Drive Miami Gardens FL 33166	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Rick Leonard
--	--

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ACORD 25 (2016/03)

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DOWNTOWN TOWING COMPANY PROPOSAL
CITYWIDE TOWING SERVICES # RFP 01-21/22

WORK PICTURES



**DOWNTOWN TOWING COMPANY PROPOSAL
CITYWIDE TOWING SERVICES # RFP 01-21/22**



**DOWNTOWN TOWING COMPANY PROPOSAL
CITYWIDE TOWING SERVICES # RFP 01-21/22**



J. BID SECURITY - Waived.

k. OTHER FORMS:

- Form 1: Dispute Disclosure
- Form 4: Acknowledgement of Addenda
- Form 5: Single Execution Affidavits
- Form 6: Certification for Disclosure of Lobbying Activities on Federal-Aid
Contracts (Compliance with 49 CFR, Section 20.100 (b))

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22**

**FORM 1
DISPUTE DISCLOSURE**

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for the City of Miami Springs.

Firm: DOWNTOWN TOWING COMPANY

Authorized Signature: _____



Date: JULY 18, 2022

Print or Type Name: TIMOTHY DEL ROSAL

Title: PRESIDENT

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22

FORM 4

ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

Addendum 1 _____ Addendum 6

_____ Addendum 2 _____ Addendum 7

_____ Addendum 3 _____ Addendum 8

_____ Addendum 4 _____ Addendum 9

_____ Addendum 5 _____ Addendum 10

Firm: DOWNTOWN TOWING COMPANY

Authorized Signature: 

Date: JULY 18TH 2022

Print or Type Name: TIMOTHY DEL ROSAL

Title: PRESIDENT

CITY OF MIAMI SPRINGS



Procurement Department
201 Westward Drive – 2nd Floor
Miami Springs, FL 33166
Phone: (305) 805-5054
Email: [murguidoz@miamisprings-
fl.gov](mailto:murguidoz@miamisprings-fl.gov)

Zuzell E. Murguido
Senior Procurement Officer

AMENDMENT 1 **Citywide Towing Services** **RFP.: 01-21/22**

July 1st, 2022

Request for Proposals No.: 01-21/22, for Citywide Towing Services is amended as follows:

This addendum is issued to clarify the previously issued request for proposal documents and is hereby made a part of the contract documents. All requirements of the documents not modified herein shall remain in full force and effect as originally set forth.

The following are question(s) received for clarification purposes, along with their answer(s) with respect to this solicitation.

1. **Question:** Performance bond. At what point should we submit the request to be waived by the City Manager, before or after the submittal of the bid proposal?
1. **Answer:** **Per the RFP, Page 8 - Section 1.22.4 – Waiver of Bonds, Payment and Performance Bonds have been waived by the City Manager.**

2. **Question:** For clarification, Section 1.22.2 – States that a Performance Deposit of \$5,000.00 will be required. Section 1.22.4 – States that a Payment Bond/Performance Bond has been waived. Shall the City of Miami Springs require a Payment or Performance Bond as a requirement of this contract?
2. **Answer:** **Per the RFP, Page 8 – Section 1.22.2 – Performance Deposit, a \$5,000.00 Performance Deposit via Certified Bank Check shall be made out to the City of Miami Springs and submitted along with all proposal(s). The awarded vendor’s performance deposit shall be held in a non-interest-bearing account, during the term of the agreement. If a vendor is not awarded this contract and submits their proposal along with a Performance Deposit, said deposit shall be immediately returned to the unsuccessful proposer.**

9. **Question:** SPECIAL EQUIPMENT- "Equipment such as a lowboy, air cushions, or major street clean up equipment does not have to be part of the firm's inventory. However, the firm must demonstrate, to the satisfaction of the City that such equipment is immediately available to firm when the need for this equipment occurs." Can the availability of a lowboy be included within the listed subcontractor? In the event that one is required the proposer's subcontractor can make themselves available as needed?
9. **Answer:** **Yes, to both questions.**

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22**

**FORM 5
SINGLE EXECUTION AFFIDAVITS**

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

<p>DOWNTOWN TOWING COMPANY</p> <hr/> <p>NAME OF PROPOSING OR BIDDING ENTITY</p> <p>59-1844781</p> <hr/> <p>FEIN OF PROPOSING OR BIDDING ENTITY</p>	<p>TIMOTHY DEL ROSAL, PRESIDENT</p> <p>By: _____</p> <p>INDIVIDUAL'S NAME AND TITLE</p> <p>JULYN 19TH, 2022</p> <p>Date: _____</p>
---	--

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

TDR
Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt,

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22**

in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22**

calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

TDR

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

TDR

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Miami Springs (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

TDR

Respondent Initials

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22**

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Miami Springs or any person interested in the proposed Contract.

TDR

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

TDR

Respondent Initials

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22**

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Statements of Qualifications.
6. 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 Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

TDR

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
DAGMAR DEL ROSAL	2060 NE 120 TH ROAD NORTH MIAMI, FL 33181	100%

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22**

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

 TDR
Respondent Initials

Truth in Negotiation Certificate

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22**

following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida.

 TDR
Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida. Consultant understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

 TDR
Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22

In the presence of:



Witness #1 Print Name: JIMMY MOREJON



Witness #2 Print Name: SYDNEY BEASLY

Signed, sealed and delivered by:



Print Name: TIMOTHY DEL ROSAL

Title: PRESIDENT

Firm: DOWNTOWN TOWING COMPANY

ACKNOWLEDGMENT

State of Florida

County of MIAMI DADE

The foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization, this 18 day of JULY, 2022, by MARIANNA POLASTRY (name of person) as PUBLIC NOTARY (type of authority) for _____ (name of party on behalf of whom instrument is executed).



MARIANNA POLASTRY
Notary Public
State of Florida
Comm# HH221453
Expires 1/26/2026

Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: FLORIDA DRIVER LICENSE)
- Did take an oath; or
- Did not take an oath

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22**

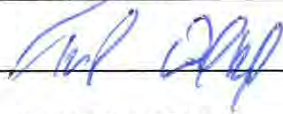
**FORM 6
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: DOWNTOWN TOWING COMPANY

Authorized Signature: _____



Date: JULY 18TH, 2022

Print or Type Name: TIMOTHY DEL ROSAL

Title: PRESIDENT

**DOWNTOWN TOWING COMPANY PROPOSAL
CITYWIDE TOWING SERVICES # RFP 01-21/22**

L. REFERENCES:

Attached.

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22

FORM 9
REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: CITY OF CORAL GABLES

Reference Contact Person/Title/Department: MAJOR JENNIE HOFF, LIEUTENANT
CORAL GABLES POLICE DEPARTMENT

Contact Number & Email: (305) 722-8665 / JHOFF@CORALGABLES.COM

Public Entity Size/Number of Residents/Square Mileage: 49,240 RESIDENTS CENSUS 2020 / 37.2 SQ MILES

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) CITY OF CORAL GABLES MUNICIPALITY AND PRIVATE TOWS

Is the Contract still Active? Yes No

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22

REFERENCE #2

Public Entity Name: RISC –FDOT

Reference Contact Person/Title/Department: RULX BELIZAIRE, INCIDENT MANAGEMENT

Contact Number & Email: (305) 64-716 / RULX.BELIZAIRE@SUNGUIDE.INFO

Public Entity Size/Number of Residents/Square Mileage: 2,431 SQ MILES (MIAMI DADE) / 1,320 SQ MILES (BROWARD COUNTY)

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) RISC PROGRAM FOR EMERGENCY TOWING, VEHICLE REMOVAL, AND TOWING AND STORAGE FOR DOT / SUNGUIDE DISTRICT 6 AND DISTRICT 4 .

Is the Contract still Active? Yes No

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22

REFERENCE #3

Public Entity Name: UNIVERSITY OF MIAMI

Reference Contact Person/Title/Department: JENNIFER AGRAMONTE-GARCIA, DEP OF RISK
MANAGEMENT

Contact Number & Email: (305) 284-3163 (MAIN) / (305) 284-4684 (DIRECT) / JAGRAMONTE@MIAMI.EDU

Public Entity Size/Number of Residents/Square Mileage: 11,307 ENROLLED STUDENTS (FALL 2020) /
CAMPUS SIZE IS 239 ACRES

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity) SAME DAY SERVICE TOWING SERVICERS

Is the Contract still Active? Yes No

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22

FORM 9
REFERENCES

REFERENCE #4

Public Entity Name: MIAMI DADE POLICE DEPARTMENT

Reference Contact Person/Title/Department: OREXIN DE LA VEGA
MIAMI DADE POLICE DEPARTMENT

Contact Number & Email: (305) 471-2988 / OADELAVEGA@MDPD.COM

Public Entity Size/Number of Residents/Square Mileage: Population 2,721,110 AS PER THE 2020 CENSUS
2,431 SQ MILES

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity) MIAMI DADE POLICE DEPARTMENT TOWS

Is the Contract still Active? Yes No

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 01-21/22

FORM 9
REFERENCES

REFERENCE #5

Public Entity Name: CITY OF MIAMI POLICE DEPARTMENT

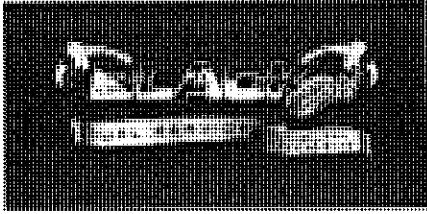
Reference Contact Person/Title/Department: DETECTIVE NEY E. SUERO

Contact Number & Email: (305) 603-6640 / 6844@MIAMI-POLICE.ORG

Public Entity Size/Number of Residents/Square Mileage:

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity) MIAMI POLICE DEPARTMENT TOWS

Is the Contract still Active? Yes No



Black Oil Inc.

8600 NW South River Dr. Suite 115

Medley, FL 33166

Phone: (786) 778-2915

Email: blackoilinc@hotmail.com

To Whom it may concern with this letter please be advised That Downtown Towing, Inc. Located at 1451 N.W.20 TH ST. Miami, FL 33142 has been and continues to be a valued customer of Black Oil, Inc. They currently have access to our Bulk Plant for night time operations as well as on going fuel delivery to their Miami location. As a loyal customer we provide them with tanker-to-tanker reverse pump out of fuel/oil products as required by their specific needs prior to any active towing and recovery they may be conducting. At times they may also require on site refueling as well as Priority refueling during hurricane season to be able to respond to ongoing emergencies that may arise.

Black Oil Profile and organizational chart A Private Florida Cooperation.

Jordayns Perez Moreno (President and Registered agent.) Resume Over see's Daily corporate decisions. Has been in the fuel, Oil Industry over 8 years, he started the Company Black Oil Inc with One Tanker tank wagon (5,500 gallon) and over the years he has grown the Company to its current size, please see list of Current vehicle capability.

The Company has also completed construction of their corporate office and Bulk plant terminal located at 9185 N.W.96 TH ST Medley, FL 33178 Website: www.blackoilcompany.com
Main Number 786-778-2915

Black Oil Inc. is a distributor of Petroleum and its Derivatives in the State of Florida, has been in Business since 2016 and is certificated as a Minority Business Enterprise by (OSD). We have all licenses and Insurance to operate all areas of Florida from your base in Miami.

Operations Manager, Luis Camejo day to day fuel and oil delivery activity and scheduling.

Accounting Department: Leonor 786-9083-3722 Financial matters.

Daily loading at Port Everglades FL, Terminals Marathon petroleum, Valero, Motiva. Indigo.

We also deliver various types of Oil and lube products including DEF.

Number of employees: 18 Area of operation: Miami-Dade, Broward and Palm Beach County.

Functional requirements: 4 Tractor trailer tankers, 7 Tank wagons equipped with electronic digital meters capable of recording date time gallons dispensed and location.

Best Regards.

Marcio Cardoso, Black Oil Inc.



US American Cranes, LLC
11921 S Dixie Hwy Suite 210
Pinecrest, FL 33156

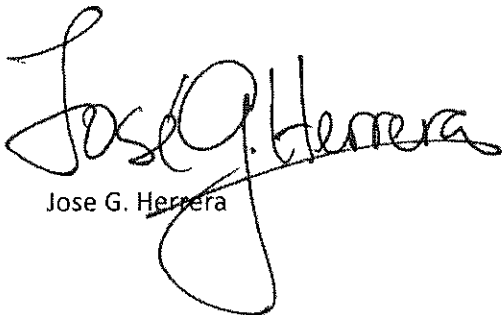
Office: (305) 964 - 5306
Email: usamericancranes@gmail.com
February 22nd, 2022

To whom it may concern:

US American Cranes, LLC. Provides crane, roll-off, and scrap removal service to Downtown Towing 24/7. They are in good standing with us. We have been working with Downtown Towing for the last 3 years and it has been a pleasure.

If you have any questions, please do not hesitate to reach at (305) 964 - 5306.

Best Regards,



Jose G. Herrera



POWER SYSTEMS MANUFACTURING

EMERGENCY RESPONSE ADDENDUM

NRC Gulf Environmental Services, Inc. ("Company") entered into that certain Master Services Agreement, dated February 24, 2022 (the "Agreement") with Downtown Towing Company ("Customer" or "Client"). Company and Customer hereby agree that Company, or its affiliate National Response Corporation Gulf Coast, or any other affiliate of Company, may perform, upon the request of Customer, the Emergency Response Services described in this addendum ("Addendum") pursuant to the same terms and conditions in the Agreement, and that this Addendum shall be incorporated into the Agreement. If a Company affiliate so performs, all references to Company in the Agreement and this Addendum shall refer only to that performing affiliate of Company, as if entered into by said performing affiliate and Customer.

1. **AUTHORIZATION TO COMMENCE SERVICES:** Customer authorizes Company to immediately commence the Response (as defined below) requested by the Customer using any means and methods that Company deems necessary for performing the Response in a safe and secure manner.

2. **SCOPE OF WORK:** The emergency response services Company may perform for Customer include industrial cleaning, 24-hour emergency response, remediation, hazardous and non-hazardous waste or other material disposal, treatment, transportation and/or recycling, or any other related service requested by Customer and agreed to by Company. Customer will contact Company to request an emergency response service (a "Response"). The specific scope of each Response will be determined by Company based upon the facts and circumstances regarding the Response, which may include, but are not limited to, the type, volume, and nature of the subject material, or the actions, equipment, or supplies involved in performing the Response. Customer will immediately provide Company with all information Customer has, and Customer will secure and provide all information Company requests, pertaining to the subject Response, the facility or location, the equipment or any material involved, and other information requested by Company.

3. **PAYMENT FOR SERVICES:** Customer agrees to Company's rate sheet, attached hereto as Exhibit A. Customer will pay Company invoices in accordance with the Agreement.

4. **CUSTOMER REPRESENTATION:** The Customer represents to Company that it will provide an accurate description of all material to be handled by Company hereunder, and Customer will advise Company of all known or suspected hazards or risks incidental to Company's Response.

5. **CONFLICTING TERMS.** If any terms contained in this Addendum conflict with those in the Agreement, the terms in this Addendum shall govern.

The undersigned acknowledge and represent that they are authorized agents of the Company or Customer, as indicated.

NRC Gulf Environmental Services, Inc.

Signature: _____

Print Name: Jeffrey M. Peleg _____

Title: Account Manager _____

Date: February 24, 2022 _____

Downtown Towing Company

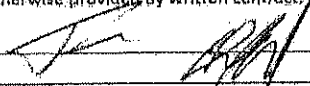
Signature: 

Print Name: TIMOTHY DEL ROSAL

Title: PRESIDENT

Date: 02/24/2022

Except as otherwise provided by written contract, I hereby accept this Rate Schedule on behalf of Customer to govern payments for services performed.

Customer:  By: JIMMY DEL ROSAL Date: 2/24/22
Customer Authorized Representative



RATE SCHEDULE – February 18, 2022

CONTENTS	
Personnel	
Field Personnel	1
Professional / Administration	1
Special Operations	1
Equipment	
Boom and Accessories	1
Recovery Vessels	2
Portable Recovery	2
Temporary Storage	3
Support Vessels	3
Excavation	3
Trailers	4
Trucks	4
Vacuum Trucks/Trailers	4
Vehicles	5
Blowers/Compressors	5
Pressure Washers	5
Pumps	5
Hoses/Pipes/Fittings	6
Support	6
Communications	8
Safety	8
Dispersants / Aircraft	9
Materials	
Bags/Sheeting	9
Cleaners	9
Containers	10
Safety	10
Sorbents	11
Miscellaneous	11
Special Operations Equipment and Materials	
Response Units	12
Power Packs & Compressors	13
Pumps	13
Hoses	13
Fire Fighting	13
Miscellaneous	14
Materials	14
Terms and Conditions	
General	T1
Personnel	T1
Equipment	T2
Materials	T2

24-HOUR RESPONSE - 800.899.4672

EXHIBITS:

- Exhibit A: Form of Continuing Professional Service Agreement
- Exhibit B: Miami-Dade County's Maximum Non-Consent Towing Rates
- Exhibit C: Citizens Towing Bill of Rights

EXHIBIT A

FORM OF PROFESSIONAL SERVICES AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
NAME OF ENTITY**

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2022 (the "Effective Date"), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the "City"), and **NAME OF ENTITY**, a [type of entity authorized to do business in Florida] (hereinafter, the "Consultant").

WHEREAS, on [INSERT DATE], the City issued Request for Proposals No. [INSERT NUMBER OF RFP] ("RFP") for [INSERT SHORT NAME OF RFP], which RFP is incorporated herein and attached hereto as Exhibit "A"; and

WHEREAS, the services needed by the City are specifically identified in Section 2 of the RFP (the "Services"); and

WHEREAS, in response to the RFP, on [INSERT DATE], the Consultant submitted a Proposal dated [INSERT DATE OF CONSULTANT'S PROPOSAL] for the Services, which Proposal is incorporated herein by reference and attached hereto as Exhibit "B" (the "Proposal"); and

WHEREAS, on [INSERT DATE], an Evaluation Committee appointed by the City Manager short listed Respondents and ranked the Consultant as the most qualified firm for the Services; and

WHEREAS, on [INSERT DATE], the City Council adopted Resolution No. [INSERT NUMBER], selecting the Consultant to provide the Services and approving an agreement with the Consultant; and

WHEREAS, the Consultant will perform the Services for the City, as further described in Consultant's Proposal attached hereto as Exhibit "B"; and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon the fee/rate schedule set forth in Exhibit "C" (the "Fee/Rate Schedule") for the Services; and

WHEREAS, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

1. Scope of Services.

- 1.1. Consultant shall provide the Services set forth in Exhibit "A" in accordance with the Proposal attached hereto as Exhibit "B" and incorporated herein by reference (the "Services").
- 1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the City.
- 1.3. The Consultant shall abide by the terms and requirements of the RFP, as though fully set forth herein.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be from the Effective Date through one (1) year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, this Agreement shall automatically renew up to four (4) additional one (1) year periods on the same terms as set forth herein unless the City Manager provides the Consultant with written notification, at least thirty (30) days prior to the expiration of the then current term, that the City elects not to renew this Agreement.
- 2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Manager.

3. Compensation and Payment.

- 3.1. Compensation for Services provided by Contractor shall be in accordance with the Fee Schedule attached hereto as Exhibit "C" (the "Fee Schedule"). Additional expenses that are not included in the Rate Schedule must be pre-approved, in writing by the City and will be considered as line item reimbursements, without markup.
- 3.2. Consultant shall deliver an invoice to the City no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

4. Subconsultants.

- 4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services and/or any Project.
- 4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion.

5. City's Responsibilities.

- 5.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2. Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

- 7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

8. Termination.

- 8.1. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.
- 8.2. Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Manager.
- 8.3. In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such

insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of

any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Patents and Royalties. The Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Consultant shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Consultant shall pay all damages and costs awarded against the City in such matter.

14. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

15. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

16. Entire Agreement/Modification/Amendment.

16.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

17. Ownership and Access to Records and Audits.

17.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

17.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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.

17.3. Upon request from the City's custodian of public records, Consultant 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.

17.4. 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.

17.5. 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 Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant 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 Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

17.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

17.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

17.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.**

18. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

19. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
20. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
21. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
22. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
23. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
24. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
25. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
26. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
27. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
- 27.1. First Priority: Base Agreement;
- 27.2. Second Priority: Exhibit C – Fee Schedule;

27.3. Third Priority: Exhibit A - RFP No. 01-21/22;

27.4. Fourth Priority: Exhibit B – Consultant’s Proposal

28. Non-Exclusive Agreement. The City reserves the right to procure or acquire similar Services from another consultant while this Agreement is in full force and effect.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

By: _____
William Alonso, CPA, CGFO
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole + Bierman, P.L.
City Attorney

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
hsera@wsh-law.com (email)

CONSULTANT

By:  _____
Name: TIMOTHY DEL ROSAL

Title: PRESIDENT

Entity: DOWNTOWN TOWING COMPANY

Addresses for Notice:

DOWNTOWN TOWING COMPANY
1451 NW 20TH STREET
MIAMI, FL 33142
(305) 796-9649 (telephone)
TIM@DOWNTOWNTOWING.COM (email)

With a copy to:

DOWNTOWN TOWING COMPANY
1451 NW 20TH STREET
MIAMI, FL 33142
(305) 576-0989 (telephone)
ACCOUNTING@DOWNTOWNTOWING.COM (email)



Exhibit "B"

Department of Regulatory and Economic Resources
 Office of Consumer Protection
 601 NW 1st Court, 18th Floor
 Miami, FL 33136
 Telephone: (786) 469-2300
 Fax: (786) 469-2311
 License@miamidade.gov

MAXIMUM NON-CONSENT TOWING RATES

PRIVATE PROPERTY

Private Property Impound Tow	
Class A	\$101.00
Rate if released on scene (drop rate)	\$50.50
Class B	\$165.00
Class C	\$235.00
Class D	\$300.00
<p>No other fees may be imposed for the first 24 hours the vehicle is in the care, custody and control of the towing operator, except applicable storage fees, which begin to take effect once the vehicle has officially been stored on the grounds of the towing establishment. Pursuant to Section 713.78 (2), FL Statute, no storage fee shall be charged if the vehicle is stored for less than six (6) hours.</p>	
<p>Administrative Fee After first 24 hours All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees with documentation may be in addition to administrative fee.</p>	\$30.00
<p>Daily Indoor Storage – vehicles 20’ or less After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative, or investigating police agency.</p>	\$25.00
<p>Daily Indoor Storage – vehicles longer than 20’ After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative, or investigating police agency.</p>	\$40.00
<p>Daily Indoor Storage – small personal vehicles (i.e., motorcycles, ATVs, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative or investigating police agency.</p>	\$12.00
<p>Daily Outdoor Storage – vehicles 20’ or less After first 6 hours (Chargeable in 24-hour increments)</p>	\$20.00
<p>Daily Outdoor Storage – vehicles longer than 20’ After first 6 hours (Chargeable in 24-hour increments)</p>	\$35.00
<p>Daily Outdoor Storage – small personal vehicles (i.e., motorcycles, ATV’s, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments)</p>	\$10.00

MAXIMUM NON-CONSENT TOWING RATES

POLICE DIRECTED

Police Directed Tow	
Class A	\$127.25
Class B	\$208.65
Class C	\$296.50
Class D	\$377.50
Per Mile Fee For Police Directed Tow (After first five (5) miles)	
Class A	\$3.80
Class B	\$4.40
Class C	\$5.90
Class D	\$7.00
Extra Time At Scene for Police Directed Tow	
Class A	\$31.90
Class B	\$52.40
Class C	\$73.90
Class D	\$94.60
First one-half hour to be included in the initial cost per call. Charges are 15 minute intervals, and must have the written documentation and approval of the investigating law enforcement agency/officer.	
Administrative Fee After first 24 hours All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees with documentation may be in addition to administrative fee.	\$38.20
Daily Indoor Storage – vehicles 20’ or less After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative, or investigating police agency.	\$33.90
Daily Indoor Storage – vehicles longer than 20’ After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative, or investigating police agency.	\$54.65
Daily Indoor Storage – small personal vehicles (i.e., motorcycles, ATV’s, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative or investigating police agency.	\$16.20
Daily Outdoor Storage – vehicles 20’ or less After first 6 hours (Chargeable in 24-hour increments)	\$27.60
Daily Outdoor Storage – vehicles longer than 20’ After first 6 hours (Chargeable in 24-hour increments)	\$48.40
Daily Outdoor Storage – small personal vehicles (i.e., motorcycles, ATV’s, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments)	\$13.65

Lowboy Services

Tow Rate (hook-up and first ½ hour at scene)	\$296.50
Per Towed Mile After First Five (5) Miles	\$5.65
Extra Labor/Wait Time At Scene	\$73.90
Hazardous material clean-up (Class C & D Only) and disposal as required, mandated and/or licensed through state or local laws and approved by the investigating law enforcement agency/officer.	Towing Company prevailing rates.
Dollies – Class A (Except Private Property Tows)	\$44.30/per job
Underwater Recovery Salvage Diver(s)	
First Hour/Per Diver	\$158.65
Each Additional 15 Minutes after the first hour/per diver	\$40.00
Charges are 15-minute intervals and must be performed by a certified/professional diver with the written documentation and approval of the investigating law enforcement officer/agency.	

Towing Bill of Rights

You've been towed, now what?

A vehicle tow may occur for several reasons. Here are a few things you should know, including what your rights and responsibilities are regarding your vehicles and the possible fine(s).

TYPES OF TOWS

PUBLIC PROPERTY TOWS

A public property tow occurs when a vehicle is illegally parked in a city street, city parking lot or other public right-of-way. A parking citation is also issued stating the violation. The most common reasons for a public property tow are prohibited parking (parking in fire lanes/ hydrants, cross walk, double-parking); restricted parking; or illegally parking in a handicap accessible parking spot, residential parking zone or loading zone. If you wish to appeal the parking citation, the appeal process is printed on the reverse side of the parking citation. A successful appeal of the citation would entitle you to a full refund of the towing costs.

PARKING CITATIONS

If your vehicle was towed (impounded) because of an unpaid parking violation(s). You must first pay for all parking violations before you can pick up your vehicle. You can pay online at www.miamidade.gov, by mail, or in person at Miami-Dade County Parking Violations Bureau located at 22 NW First Street, Miami, Florida. For more information, please call the Bureau at 305.275.1133. Once all fees have been paid, take proof of payment to the tow facility at the time you wish to pick up your vehicle.

RETRIEVING YOUR VEHICLE

The vehicle owner or their authorized agent can pick up a vehicle. The vehicle owner must present one (1) form of picture identification that matches the registration of the vehicle. Per Florida Statute, a legally authorized agent must have a notarized letter from the vehicle owner. No vehicle will be released by a towing company without the proper identification or, in the alternative, notarized consent.

VIEWING OF IMPOUNDED VEHICLES / REMOVAL OF PERSONAL PROPERTY

The registered owner of an impounded vehicle or the registered owner's agent or insurance representative, upon proper identification, shall be permitted to view said vehicle at the storage facility. Every vehicle owner or authorized representative shall be permitted to inspect the towed vehicle within a reasonable time upon his/her arrival at the storage facility and before payment of any charges. The vehicle owner or authorized representative shall be permitted to remove from the vehicle any and all personal possessions not affixed to the vehicle, including but not limited to telephones, tapes, tools, etc., and the Towing Company representative shall assist any vehicle owner/agent in doing so. Vehicle owner/authorized representative shall acknowledge receipt of such property on a form provided by the Towing Company.

DROP FEES

Drop fees occur when a vehicle owner arrives on the scene of a tow and the vehicle has been engaged (hooked) by the tow truck, but the tow truck has not left the scene. Although Florida law allows towing companies to assess a drop fee (of not more than 50% of the posted towing rates). **Miami Springs towing companies have agreed to voluntarily waive all drop fees. The same identification that is required to retrieve vehicle from a tow facility is required for drop fees to be waived.**

PAYMENT OPTIONS

For your convenience, there are ATM machines at either the towing company or within reasonable walking distance. Towing companies must provide at least two options for payment: cash, money orders, travelers' checks or personal checks. The towing operator may require two forms of identification, one of which shall be photo identification, for payments by check.

CONTACT

The City of Miami Springs Police Department handles towing on public and private property. For any questions on public or private property tows, please contact the City of Miami Springs Parking Enforcement Hotline at 305-888-9711. For complaints about a tow truck operator's driving, call the towing company directly: **DOWNTOWN TOWING COMPANY CUSTOMER SERVICE (305) 576-0989 OPTION 6.**

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ESTABLISHING THE CENTENNIAL COMMITTEE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) was incorporated on August 23, 1926, by Glenn Hammond Curtiss and James Bright and is one of the oldest and most historic municipalities within Miami-Dade County; and

WHEREAS, the City is set to celebrate its centennial on August 23, 2026; and

WHEREAS, the City Council desires to begin planning events, decorations, promotions, and other activities in honor of the City’s centennial; and

WHEREAS, to assist in the planning of this historic occasion, the City Council hereby seeks to establish an advisory committee to be known as the Centennial Committee to develop a vision for the City’s centennial celebration, which vision may address potential activities, events, decorations, promotions, themes, and other preparations for the City’s centennial; and

WHEREAS, the City Council recognizes the value of public input and desires to include its residents and business owners in the process of celebrating the City’s centennial; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Establishing the Centennial Committee. That the City Council hereby establishes an advisory committee to be known as the Centennial Committee (the “Committee”) to develop a vision for the City’s centennial celebration.

Section 3. Duties. The jurisdiction of the Committee shall be solely advisory and shall include:

- a. Developing a vision for the City's centennial celebration, which vision may incorporate and recommend potential activities, events, decorations, promotions, themes, and other preparations for the City's centennial; and
- b. Providing the City with input, assistance, and recommendations regarding such other matters relating to the City's centennial celebration that the City Council may assign to the Committee.

Section 4. Terms and Composition of the Committee.

- a. The Committee shall be comprised of 5 voting members and 1 City Council Liaison, who shall be a non-voting member. The Mayor and each Councilmember shall appoint 1 individual to the Committee and shall designate the City Council Liaison to the Committee. The Council may by motion or resolution appoint additional non-voting, at-large members to the Committee. Committee members shall be residents. However, non-residents, business owners, or business operators within the City may be appointed to the Committee as non-voting members.
- b. Committee members shall be appointed for a term coinciding with the term of office of the appointing Mayor or Councilmember. Members may be reappointed.
- c. Committee members shall serve at the pleasure of the City Council.
- d. Committee members shall serve without compensation and shall not be reimbursed for travel, mileage, or per diem expenses.
- e. Committee members shall not be City employees. Any member who becomes employed by the City during his or her term of office shall be deemed to have resigned as of the start date of his or her employment with the City.
- f. In the event of the resignation or removal of any member of the Committee, the appointing Mayor or Councilmember shall appoint a person to fill the vacancy on the Committee for the unexpired portion of the term of the member vacating such office.

Section 5. Meetings; Rules of Procedure.

- a. The Committee shall meet as needed, but no less than quarterly. The Chair of the Committee may call additional meetings of the Committee. All meetings shall be open to the public, minutes shall be taken, and notice of such meetings shall be provided as required by Florida law.
- b. A majority of the Advisory Committee shall constitute a quorum. Pursuant to Section 32-01(E)(3) of the City Code, all matters requiring a vote shall be deemed passed only after receiving the affirmative vote of a majority of all of the members thereof. Matters receiving an affirmative vote of the members present (as distinguished from a majority vote of the entire membership), shall be continued until the next meeting at which time the matter shall be again considered. Any matter failing to receive affirmative vote of a majority of the entire membership of the board shall thereafter be deemed defeated, notwithstanding that a majority of the members originally present may have acted affirmatively.
- c. The Committee shall utilize the fundamental parliamentary procedures of Robert's Rules of Order.
- d. During the first meeting of the Committee, the members shall elect one of their members to act as Chair and Vice-Chair.
- e. The Office of the City Clerk shall provide clerical support to the Committee.
- f. The Committee shall be subject to and shall comply with the applicable provisions of City Code Section 32-01.

Section 6. Advisory Capacity; Standards of Conduct. The powers and duties of the Committee shall be solely of an advisory nature to the City Council. Accordingly, Committee members shall comply with the applicable requirements of the Code of Ethics for Public Officers and Employees as provided in Part III of Chapter 112, Florida Statutes, and any other standards of conduct set by federal, state, county, City or other applicable law.

Section 7. Report and Recommendations. The Committee shall deliver an initial written report detailing the Committee’s vision for the City’s centennial celebration (the “Report”) on or before the first regular meeting of the City Council in March 2023. The Report shall make recommendations to the City Council relating to the Committee’s overall vision for the centennial celebration, and may incorporate and recommend potential activities, events, decorations, promotions, theme, and other preparations for the City’s centennial celebration. The Report may be amended subsequent to March 2023.

Section 8. Dissolution. The Committee shall exist until December 31, 2026; provided, however, that the City Council may, by an affirmative motion or resolution, dissolve or extend the term of the Committee.

Section 9. Authorization. The City Council authorizes the City Manager, the City Clerk, and the City Attorney to take all actions necessary to implement this Resolution.

Section 10. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 26th day of September, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, EXTENDING THE TERM OF THE BUSINESS AND ECONOMIC DEVELOPMENT TASK FORCE FROM SEPTEMBER 30, 2022, THROUGH OCTOBER 31, 2022; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 14, 2021, the City of Miami Springs (the “City”) Council adopted Resolution No. 2021-3918, establishing the Business and Economic Development Task Force (the “Task Force”) to study, advise, and make recommendations to the City Council with regard to marketing the City, attracting new businesses, supporting existing businesses, and providing a vision for the City’s future economic and business development; and

WHEREAS, the City Council desires to extend the term of the Task Force from September 30, 2022, through October 31, 2022, in order to provide the Task Force with additional time to complete its written report and recommendations to the City Council; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Extending Task Force Term. The Task Force is extended from September 30, 2022, through October 31, 2022. The Task Force shall complete its work and dissolve upon the expiration of its term or upon delivery of a final report to the City Council, whichever comes first, unless extended by further resolution of the City Council.

Section 3. Implementation. That the City Council hereby authorizes the City Manager to take any and all action which is reasonably necessary to implement the purpose of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 26th day of September, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY