

**ADDENDUM NO. 2****TITLE: CITY OF BELLE GLADE BANKING SERVICES****RFP NO: 02-2024****DATE: April 24th, 2024****RFP CLOSING DATE: MAY 23RD, 2024 @ 3:00PM
NUMBER OF PAGES: 4**

This Addendum to the drawings, specifications and contract documents is issued to provide additional information and clarification to the original Request for Proposal documents and is hereby declared a part of the original specifications and contract documents. In case of conflict, this Addendum shall govern.

Proposers shall acknowledge receipt of this Addendum in the appropriate place in the RFP form.

Description: QUESTIONS**Section 13 – Insurance**

13.1 – Workers' Comp – Not clear what impact our workers' comp coverage limits or Employers Liability have on a banking client. We are a bank providing services to City the same way we provide services to all of our clients, from our location. Even if the City, in a highly unlikely situation were to come into the lobby with 300 pounds of quarters for deposit, and an employee were injured while picking them up, the liability is to the Bank, not the City. The work is being done here.

RESPONSE:

Section 13.1 is hereby deleted from the insurance requirements.

13.2 - General Liability – The required coverage exceeds what would be typical for a community bank. We do, however, maintain strong liability coverage combined with a much larger Umbrella policy. I guess on this one we would want clarity about the specific policy limits or whether policy plus umbrella might be considered.

RESPONSE:

Section 13.2 is hereby deleted from the insurance requirements.

13.3 – Commercial Auto Liability – As with Workers Comp, the work for clients is done here, not there. Furthermore, even if we drove a change order over to City the liability belongs to Bank, not to City. I think we probably have adequate coverage...it just fails the smell test for applicability to the banking relationship.

RESPONSE:

Section 13.3 is hereby deleted from the insurance requirements.

13.7 – Other Provisions – Bank insurance covers the bank, its officers and directors...or in cases such as Professional Liability, Bankers Bond and Internet Banking Liability, the coverage also applies to all client relationships. Nobody will provide the endorsements to the City et al that would differentiate one client from the remaining clients for preference...which is what an endorsement would do. Although it would be overkill, respondents might be willing to evidence the coverage, but keeping that evidence up to date over a 5- or 10-year contract window will be administratively challenging for Bank and for City. At a minimum, please review and revise the requirement for policy endorsements.

RESPONSE:

Section 13.7 is hereby deleted from the insurance requirements.

Section 14 – Indemnification

The entirety of the section reflects a mix of potential service relationships that might apply to City, but most of it does not apply to a banking relationship. This will need to be revisited...maybe City attorney could amend the section to reflect the RFP scope. Along that line, perhaps City Attorney could weigh in



on some of the other topics as well. It might help get better response to the RFP.

RESPONSE:

Please see the revised language:

"In any resulting agreement, the Consultant shall agree to indemnify, defend, and hold harmless the City, its Commissioners, employees, and agents from any liability, claims, judgments, damages, court costs and attorneys' fees (at all levels of trial and appeal) arising out of the actions, inactions, negligence, or intentional conduct of the Consultant or any of its officers, employees, contractors or other person or entity hired to perform services set forth in the scope of services for this Contract. Nothing contained in this provision or in any other resulting agreement provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver and limits provided in Section 768.28, Florida Statutes, as amended from time to time. The limitations, waiver, and other provisions of Section 768.28 are hereby deemed to apply to the resulting agreement to claims or actions arising in tort and/or contract."

Section 24 – E-Verify

State of Florida requires private employers with 25 or more employees to use E-Verify. Bank of Belle Glade has 14 employees. While we do not presently use E-Verify, we do use ADP for Background Screens and validation of Social Security Number. We run OFAC for all employees, along with credit reports. The financial services industry tends to be heavy into validating the ethics for staff, management and directors. Perhaps more alarming about this section is the requirement that we get E-Verify results from every sub-contractor or service provider. The banking industry relies on dozens or hundreds of related business entities who each provide some specialized segment of client services. All of those engaged by the bank to provide critical services are reviewed by the bank annually, generally reviewing SOC 1 Type 2 reports, along with any regulatory reports that come about to qualify them as a banking service provider. And, while the Bank of Belle Glade could decide to begin to E-Verify, the request is outside the scope of State law. I would guess that very few vendors for City get background checks, credit reports and OFAC reports for their employees. Long story to say that the breadth of the certification here is too broad, and frankly is overkill for the type of business we are in.

RESPONSE:

E-Verify: Subsection 448.095(5)(a), Florida Statutes, applies to all contracts between public agencies and for-profit contractors who want to provide labor, supplies or services to a public agency in exchange for some type of remuneration. It does not matter that the contractor has less than 25 employees. This statutory subsection prohibits the City and the Consultant from entering into a contract unless each party to the contract registers with and uses the E-Verify system and requires the City to include the following language in all of its applicable contracts: The Consultant, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant or subcontractor. Therefore, unless the respondent can provide an exemption, they are required to comply with Section 448.095, Florida Statutes, and the resulting agreement shall, at a minimum, include the above statutorily required statement. The City does not have the authority to waive these statutory requirements.

Section 25 – Scrutinized Companies

Although I can imagine why this is relevant to City, banks all must comply with US Treasury requirements relating to sanctioned countries, groups or individuals...primarily through use of OFAC. Maybe seek counsel review of applicability for this form.

RESPONSE:

Pursuant to Section 287.135, Florida Statutes, a company is ineligible to submit a proposal or enter into a contract with the City if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or (if agreement is for \$1 million or more) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sections List, or is engaged in business operations with Cuba or Syria. This statute requires that the City include the specific RFP certifications and agreement requirements outlined in the Scrutinized Companies provision and the Scrutinized Companies Certification



Form (Exhibit F to the RFP). The City does not have the authority to waive or amend these requirements.

Section 34 – Debarment

I am assuming this relates to other RFPs, given the regulatory requirements in our industry. I am not sure it is necessary, but if it is we could execute.

RESPONSE:

Section Federal Regulations section 180.300 stipulates that the City is required to verify that the person it is contracting with is not excluded or disqualified by checking SAM exclusions or collecting a certification from that person, or adding a clause or condition to the covered transaction with that person.

Section 35 – Sub Consultants

I looked at this as just a hold-over from some other RFP – Clearly City has no intention of weighing in on the qualifications of Bank sub-contractors who meet regulatory requirements to work for the bank, are vetted by the bank for quality of services to be provided to bank clients, and who contract with Bank to provide those services.

RESPONSE:

This is a standard requirement of government entities hiring service-oriented firms. However, in this circumstance the City will waive this requirement.

Section 36 – Background Investigation

To qualify as an employee of a federally insured financial institution employees must meet a high hurdle for ethics standards and have no history of financial crimes. The RFP is aimed at banks...whose employees are qualified to be employed by their respective banks...and outside directors go through the same background review to be allowed to become directors of their respective banks. Does the City actually plan to replicate background checks on employees and directors? It seems superfluous.

RESPONSE:

The City does not conduct background checks as a standard process, but reserves the right to do so.

Tab 3

Experience is easily identified, both for the Bank and for the executive officers. However, this tab seems to seek references from clients, of which we have thousands. Public entity clients number far fewer, but we have numerous. I am not saying we couldn't get a client or two to agree to speak with City about their experiences with Bank of Belle Glade. However, the RFP response is subject to FOIA, and we would not publish client relationships or client information for that reason. Similarly, if we were bidding for another Municipal relationship in the future we would not publish our then existing relationship with City of Belle Glade. Perhaps there is a different solution to meet this goal.

RESPONSE:

The City is required to perform reference checks. However, we are not looking for any confidential information. A reference check consists of basic questions regarding the proposer's past performance. Three government clients contact names and contact information would suffice.

Tab 6

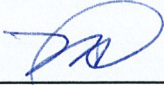
I have addressed the tab, but you should know that regulatory CAMELS ratings are considered confidential between the regulator and the financial institution...if we publish the regulatory CAMELS ratings we are in violation of law. I will provide relevant information that can be published in lieu of the regulatory CAMELS ratings, and information that might be more relevant to your needs.

RESPONSE:

The City will eliminate the CAMELS requirement; however the proposer must submit information whereby an evaluator can assess the financial stability of the bank.



CITY OF BELLE GLADE



NEIL APPEL, C.P.M.
PURCHASING MANAGER

PROPOSER

Signature

Printed, Title

COMPANY