

**VENDOR SERVICES AGREEMENT TO
PROVIDE BILL PRINTING, MAILING, ELECTRONIC BILL PRESENTMENT AND PAYMENT
PROCESSING**

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as “the City”, and Bill2Pay, LLC, hereinafter referred to as “VENDOR”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION.** The VENDOR is retained by the City to provide complete back office services to product paper and electronic utility bills, distribute those bills through mail or electronic services, provide payment options for customers including lockbox services with a Florida mailing address and provide staff a web based portal.
2. **SCOPE OF SERVICES.** Vendor agrees to perform the services as outlined in RFP No., **074-2821-15/KTR** and incorporated herein: “Section 2. – Project Information and Scope of Services, 2.4 Scope of Services to be Performed; and 3.0 Technical Requirements.
3. **TIME FOR PERFORMANCE.** Work under this agreement shall commence upon written notice by the City to the Vendor to proceed. Vendor shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.
4. **TERM:** This Agreement shall be for a period of three (3) years beginning from the award date with five (5) one-year renewal periods subject to Vendor’s acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City.
5. **PAYMENT.** The Vendor shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Vendor shall be made promptly on all invoices submitted to the City properly and in accordance with “PRICE PROPOSAL”.
 - b. The Vendor may submit invoices to the City once per month during the progress of the contract term. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the Vendor in the amount approved.
 - c. Final payment of any balance due the Vendor of the total price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Vendor’s records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, and other materials produced by the Vendor in connection with the services rendered under this Agreement shall be the property of the City.

7. COMPLIANCE WITH LAWS. Vendor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this agreement.
8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Vendor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Vendor.
9. INSURANCE. The Vendor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damage, and Vendor liability insurance in the amount of \$1,000,000 per occurrence to 2 million aggregate with defense costs in addition to limits; workers' compensation insurance, and vehicular liability insurance.

Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.
11. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. DISCRIMINATION PROHIBITED. The Vendor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
13. ASSIGNMENT. The Vendor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. TERMINATION.

a. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Vendor.

b. In the event of the death of a member, partner or officer of the Vendor, or any of its supervisory personnel assigned to the project, the surviving members of the Vendor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Vendor and the City, if the City so chooses.

16. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

Notices to Vendor shall be sent to the following address:

David Graham, Co-President, Chief Marketing Officer
Bill2Pay, LLC
9428 Baymeadows Rd, Ste 600
Jacksonville, FL 32256

18. PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City of Boynton Beach is a public agency subject to Chapter 119, Florida Statutes. The contractor shall comply with Florida's Public Records Law. Effective July 1, 2013, Section 119.071, Fla. Stat., the contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology of the agency.

Failure of the contractor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

19. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Vendor and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Vendor.

DATED this ____ day of _____, 2016.

CITY OF BOYNTON BEACH

City Manager

Vendor

Attest/Authenticated:

Title

City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

Office of the City Attorney

Secretary