

REQUEST FOR PROPOSALS



CITY OF CALLAWAY BANKING SERVICES RFP NO.: FI2017-01

ADVERTISED: The Panama City News Herald, Wednesday, December 28, 2016 & Friday, January 6, 2017

PREBID MEETING: N/A

BID DEADLINE: 1:00 p.m. Wednesday, February 15, 2017

BIDS/PROPOSALS ARE TO BE SUBMITTED TO:

**CITY OF CALLAWAY
ATTN: JANICE L. PETERS, CITY CLERK
6601 EAST HWY. 22
CALLAWAY, FL 32404**

ATTACHMENTS: Notice of Request for Bids/Proposals
General Instructions and Conditions
Special Instructions and Conditions
Requirements & Scope of Service
Bid Forms (**To be submitted with RFP**):
Public Entity Crimes Statement
Drug Free Workplace Certification
Proprietary/Confidential Information Form


Janice L. Peters, MMC, City Clerk

INSTRUCTIONS TO BIDDERS/PROPOSERS

Qualified firms are invited to submit a Bid/Proposal to the **CITY OF CALLAWAY** for the **BANKING SERVICES, RFP NO.: FI2017-01**, by replying to the enclosed specification. In order for the Bid/Proposal to be considered, complete all items in this specification.

All Bids/Proposals must include one **(1) original** and **five (5) copies** and be addressed to:

CITY OF CALLAWAY
ATTN: CITY CLERK
6601 East Hwy. 22
CALLAWAY, FL 32404

Proposals must be **received** at the address listed above no later than **1:00 p.m. on Wednesday, February 15, 2017**. Late Proposals will not be accepted, regardless of the reason.

Proposal envelopes must be **sealed and marked** with the RFP number, due date, and name of Proposer so as to identify the enclosed submittal. If more than one package is submitted, please mark "1 of 2", "2 of 2", etc.

INTERPRETATION OF SPECIFICATION

All questions pertaining to the terms and conditions of the scope of work of this Bid/Proposal must be submitted **in writing** via email or fax to the City Clerk as shown below:

Janice L. Peters, MMC, City Clerk
City of Callaway
6601 East Hwy. 22
Callaway, FL 32404
jpeters@cityofCallaway.com
Fax: (850) 871-2444

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with Florida Statutes 287.057(23), "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." Questions must be submitted **in writing to the City Clerk** or as referenced above.

All questions must be received at least seven (7) calendar days prior to the scheduled opening of Bids/Proposals. Any interpretation of the Bid/Proposal terms, conditions, and/or specification, if made, will be only by Addendum issued by the City Clerk. A copy of such Addendum will be posted to the City's website at www.cityofCallaway.us and mailed to each proposer that received a copy of the advertisement of the Request for Bids/Proposals. **IT IS THE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE CITY'S WEBSITE FOR ANY ADDENDUMS PRIOR TO SUBMITTING A BID/PROPOSAL.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

The City reserves the right to reject any or all proposals, to waive informalities in the Bids/Proposals and to re-advertise for Bids/Proposals. The City also reserves the right to separately accept or reject any item or items of a Bid/Proposal and to award and/or negotiate a contract in the best interest of the City.

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BANKING SERVICES
RFP NO.: FI2017-01**

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CITY OF CALLAWAY

SPECIAL INSTRUCTIONS AND CONDITIONS

BANKING SERVICES

RFP NO.: FI2017-01

* Note: The GENERAL INSTRUCTIONS AND CONDITIONS (attached hereto) apply, except as set forth below, for this Bid.

A. **Description:** () See Attached (X) As Follows

The City of Callaway (the “City”) is seeking proposals from qualified financial institutions to provide various banking services. The City desires to select a reputable financial institution to manage its deposits and provide comprehensive banking services while helping the City to minimize banking costs, improve operational efficiency, and maximize investment capabilities. The City is looking for a banking partner with innovative ideas, services and products, including online banking.

It is expected that the term of the contract for services will be for an initial one (1)-year period and will automatically be extended for additional one (1)-year periods thereafter unless either party gives at least 120 days notice to terminate.

B. **Specifications:** (X) See Attached () As follows:

See attached Requirements & Scope of Service

C. **Contract/Agreement Required:** () None (X) As follows:

See attached Sample Agreement

D. **Items to be submitted with Proposal:** () None (X) As follows:

- Bid/Certification Form(s) with signature page(s)
- Public Entity Crimes Statement
- State of Florida License
- Drug Free Workplace Certification
- One (1) original with five (5) copies of the bid submittal
- Proprietary/Confidential Information Form

E. Deadline and place for submission of Proposals:

1:00 p.m., WEDNESDAY, FEBRUARY 15, 2017 (BID DEADLINE)

City Hall

6601 East Hwy. 22

Callaway, FL 32404

G. Insurance Requirements: () None (X) As follows:

	<u>Minimum Coverage</u>
<u>Property Damage:</u>	\$ 500,000.00
<u>General Liability:</u>	\$ 500,000.00
<u>Automobile Liability:</u>	\$ 500,000.00
<u>Workers' Compensation:</u>	\$ Statutory Limit*

Note: Insurance Certificate must be provided by Successful Bidder/Proposer upon execution of Agreement. City is to be listed on the bidder's/proposer's Certificate of Insurance as additionally insured and certificate holder in order for the City to be notified if the insurance is canceled or modified.

H. Bond Requirements: () None (X) As follows:

	<u>Amount of Bond</u>
Bid Bond	\$ ____ or <u>N/A</u> % of Bid
Performance Bond	\$ ____ or <u>N/A</u> % of Bid
Payment Bond	\$ ____ or <u>N/A</u> % of Bid
Construction Bond	\$ ____ or <u>N/A</u> % of Bid
Other: _____	\$ ____ or <u>N/A</u> % of Bid

I. Number of Copies of Bid Forms with original signature(s) Required:

One (1) unbound original, with notarized Signatures, plus five (5) copies

NOTICE:

Proposals may be rejected if all documents are not complete and executed, and the numbers of copies specified/requested of each are not submitted with the proposal.

GENERAL INSTRUCTIONS AND CONDITIONS

(1) NOTICE TO BIDDERS/PROPOSERS

The following general instructions and conditions apply to all Requests for Bids/Proposals unless modified by the provisions set forth in the “**Special Instructions and Conditions**” attached hereto. If there is a conflict between the “Special Instructions and Conditions” and these “General Instructions and Conditions,” the provisions in the Special Instructions and Conditions will apply. **Note: the General Instructions and Conditions and the Special Instructions and Conditions are periodically revised; potential Bidders/Proposers should read both carefully prior to submitting a Bid/Proposal. The attached Special Instructions and Conditions apply only to this Bid/Proposal.**

(2) SUBMITTAL OF BIDS/PROPOSALS

Qualified businesses or individuals requesting consideration must submit a complete Bid/Proposal with any/all attachments in a sealed package clearly marked with the **name and number of the Bid/Proposal**, to the attention of the City Clerk, prior to closing time at the address shown in the **Special Instructions and Conditions** attached hereto. If not so marked as to this wording, sealed and/or received by the closing time, the Bid/Proposal will not be accepted. Bid/Proposal packages, additional information regarding this Bid/Proposal, or the bidding procedures may be obtained by contacting the City Clerk, 6601 East Hwy. 22, Callaway, FL 32404, (850) 215-6694.

It shall be the sole responsibility of the Bidders/Proposers to have their Bid/Proposal delivered on or before the closing time and date stated in the **Special Instructions and Conditions**. Any Bids/Proposals received after the stated time and/or due to delays caused by mail or courier delivery, or any other reason, shall not be opened or otherwise considered, and will be returned at the bidder's/proposer's expense.

Bids/Proposals shall be opened and publicly announced at the City Clerk's Office, City Hall, 6601 East Hwy. 22, Callaway, Florida, after closing of Bids/Proposals, unless otherwise specified in the Special Instructions and Conditions.

(3) SPECIFICATIONS AND REQUIREMENTS

The detailed specifications and additional requirements relating to this Bid/Proposal are set forth in the Special Instructions and Conditions attached hereto.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification as to any details or any omission of a detailed description concerning any point shall be regarded as meaning that only the best construction practices are to prevail and that only new materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of specifications shall be made accordingly by the City.

(4) BID/PROPOSAL FORM

Bidders/Proposers shall complete, sign and furnish the “Bid Certification Form”, together with the forms, specifications and materials required in the “Special Instructions and Conditions” or any exhibits attached hereto. This will include a properly executed Drug-Free Workplace Certification, and a Sworn Statement on Public Entity Crimes Form, pursuant to Section 287.133(3)(a), Florida Statutes. The minimum number of complete Bid/Proposal packages to be submitted is set forth in the Special Instructions and Conditions.

If the "Special Instructions and Conditions" include a "Scope of Work" provision, and/or provide for a supplemental and or implementing agreement, the City reserves the right to modify the "Scope of Services." Further, the terms and conditions of any such agreement shall be modified prior to execution by the City, if such modifications are determined to be in the best interest of the City.

Bids/Proposals may be considered non-responsive, at the sole option of the City, and may be rejected if they include omissions, alterations of form, additions not called for, conditions or limitations, unauthorized alternate Bids/Proposals, submission of less than the number of bid packages requested, or other irregularities of any kind.

Unless otherwise stated, the price(s) set forth in the Bid/Proposal include(s) all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, handling material inspection, and patent fees and royalties, together with any and all other costs and expenses for providing the service, equipment, materials or performing and completing the work as shown according to the plans and specifications herein.

If quotations are requested for the various items of work, they are intended to establish a total price for providing the materials, equipment, services, or completing the work in its entirety. If the Bidder/Proposer determines that the cost for any item of work has not been established by the Proposal Form, the cost for that work is to be included in other applicable Bid/Proposal item(s), so that the Bid/Proposal reflects the total price for completing that work in its entirety.

In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. Written prices shall govern over figures.

(5) CLARIFICATION AND ADDENDA

Each Bidder/Proposer shall examine all Bid/Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning the interpretation, clarification or additional information pertaining to this Invitation to Bid/Request for Bid/Proposal will be accepted by the City Clerk up to and including five (5) working days prior to the closing date and time stated herein. The issuance of a written addendum signed by the City Clerk is the only official method whereby interpretation, clarification or additional information can be given. The City shall not be responsible for oral interpretations given by any City employee, representative or others. If any addenda are issued, the City will attempt to notify all known prospective Bidders/Proposers. However, it shall be the responsibility of each Bidder/Proposer, prior to submitting a Bid/Proposal, to contact the City Clerk's Office to determine if addenda were issued, and to make such addenda a part of the Bid/Proposal. If an addendum has been issued, and was not incorporated in the Bid/Proposal documents submitted by Bidder/Proposer, the Bid/Proposal may not be accepted or considered by the City.

(6) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless otherwise specifically stated in the Special Instructions and Conditions, any manufacturer's names, trade names, brand names, catalog numbers, or similar information listed in a specification, are for the purpose of information and illustration, and are not intended to restrict the submission of alternates meeting minimum specifications. The Bidder/Proposer may offer the same or any alternate for which the Bidder/Proposer is an authorized representative, which meets or exceeds the specifications for any item. If a manufacturer's name or model is included in the specification, and a Bid/Proposal is based on alternate products or services which Bidder/Proposer maintains is equivalent and meets or exceeds specifications, Bidder/Proposer is to indicate on the Bid/Proposal Form the manufacturer's name and related information of the alternate; including any

deviation from the specifications. Unless expressly noted on the Bid/Proposal that an alternate is being proposed, and the specification includes a specific manufacturer's model or brand, the Bid/Proposal will be considered as a quotation for the item(s) stated in the specifications.

(7) INFORMATION AND DESCRIPTIVE LITERATURE

Bidders/Proposers must furnish all information requested in the Bid/Proposal packet including but not limited to any sketches, plans, designs, specification, and descriptive literature regarding the product(s)/service(s) being offered. Bids/Proposals which do not comply with these requirements are subject to rejection. Reference to submission of documentation or materials with a previous Bid/Proposal will not satisfy this provision.

(8) BONDS/INSURANCE

If the Bid/Proposal is accepted by the City, it will become a binding contract on both parties. If a bond or cashiers/certified check is required as a bond, it shall be submitted with the Bid/Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a contract if provided for herein, then the City may, at its option, determine that the undersigned has abandoned the award/contract, and thereupon such acceptance of the Bid/Proposal and/or award shall be null and void, and any cashiers/certified check or bond accompanying this Bid/Proposal shall be forfeited to and become the property of the City. The full amount of said check, or if a bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any bond or cashiers/certified check accompanying this Bid/Proposal shall be returned to the undersigned within 30 calendar days from the date of award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

If a bid or proposal bond is required, the bonds of unsuccessful Bidders/Proposers will be returned within 30 calendar days of the Bid/Proposal due date, except as set forth below.

If a proposal is subject to the Competitive Negotiations Act, the bonds will be returned within 60 days of the proposal due date, except for the bond of the 3 highest ranked proposers. Within 30 days of execution of a contract, bonds from the remaining unsuccessful proposers will be returned.

Bid bond, if required, will be returned within 30 calendar days of delivery/acceptance of the item(s) bid or service(s) provided, unless a standard payment and performance bond is required. When a standard Payment and Performance Bond is required, the bid bond of the successful Bidder/Proposer will be returned within 30 calendar days from the date of the Notice to Proceed.

In the event a bid is awarded, a proposal is accepted, and/or a contract is executed, and the Bidder/Proposer chooses not to proceed, or fails to perform for any reason, the bond will be forfeited and retained by the City as partial liquidated damages. Future Bids/Proposals will not be accepted for consideration from the Bidder/Proposer for five (5) years, or such shorter period as the City Commission may determine.

In the event an award/selection is not made within 90 days after the Bid/Proposal due date and the City does not return all bonds, upon 30 business days written request, a bidders/proposer may withdraw their bid or proposal from consideration, and obtain a refund of the Bid/Proposal bond.

All Awards will be subject to presentation of any required performance bond or certificate of insurance prior to any purchase authorizations, agreements, contract documents, or delivery. The Bidder/Proposer shall maintain any performance bonds or insurance coverage set forth in the Special Instructions and Conditions, at its own expense. If insurance is required, the City is to be listed on the bidder/proposer's Certificate of Insurance as an additional insured and certificate holder in order that the City will be notified if the insurance is canceled or

modified. The certificate shall also list the name of the project/service/equipment purchased, and the expiration date of the policy. At the City's option, an award may be canceled and any bid bond forfeited if any required performance bond or insurance certificate is not delivered within 21 calendar days of the date of award.

***Note:** The provisions of this section are in addition to and not a replacement for, any Bid/Proposal and/or performance bond required in the Special Instructions and Conditions. The foregoing provisions are intended to be in addition to any other legal remedy available to the City for non-performance by a Bidder/Proposer subsequent to the acceptance and/or award of a bid or proposal.*

(9) SERVICE AND WARRANTY

If any warranty repair or replacement service is requested in the Special Instructions and Conditions, any deviation or limitation from the requirements is to be expressly stated on the Bid Request for Proposal Certification Form.

If the service or product provided to the City pursuant to the bid consists of computer hardware, software or firmware, the Bidder/Proposer warrants that said product will accurately process/or reflect data from, into and between the twentieth and twenty-first centuries, including leap-year calculations.

(10) CONTRACT FORMS

Any agreement or contract resulting from the acceptance of a Bid/Proposal shall be on forms either supplied by or approved by the City, and shall contain, as a minimum, applicable provisions of the Invitation to Bid/Request for Proposal, and the Bid/Proposal documents to be submitted by Bidder/Proposer, including the Special Instructions and Conditions, General Instructions and Conditions, and all attachments therewith. The City reserves the right to reject any Bid/Proposal or resulting agreement which does not conform to the Invitation to Bid/Proposal and, if applicable, any City requirement relating to such an Agreement.

The City reserves the right to extend any contract or agreement for an additional period of not more than ninety (90) days beyond the original expiration date. Prices in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

The successful Bidder/Proposer will be required to execute any resulting agreement and provide any bonds or insurance certificates required within 10 days of contract execution. Failure to timely execute the necessary bond or insurance certificate will result in cancellation of an award, with no further obligation by the City.

This Bid/Proposal is subject to the appropriation of funds in an amount sufficient to allow continuation of the City's performance in accordance with the terms and conditions of this Bid/Proposal for each and every fiscal year in which this Bid/Proposal is executed and entered into. If funds are not appropriated/available, the City shall provide prompt written notice to the selected Bidder/Proposer that effective thirty (30) days after giving such notice, or upon the expiration of the time for which funds were appropriated, whichever occurs first, the City will thereafter be released of all further obligations related to the Bid/Proposal and/or award.

(11) BID/PROPOSAL EXPENSES

All expenses for preparing and submitting Bids/Proposals to the City are to be borne by the Bidder/Proposer.

(12) VARIANCES

Any variance whatsoever from the Bid/Proposal Specifications are to be clearly identified on the Bid/Proposal form. Acceptance of any proposed variations will be at the sole discretion of the City.

(13) CONFLICT OF INTEREST

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent who is a city official or employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposers must disclose the name of any city official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's/proposer's firm or related business.

(14) DELIVERY

All items provided pursuant to an award are to be delivered prepaid to the City Clerk's Office, 6601 East Hwy. 22, Callaway, Florida 32404-2041, unless a different location is specified in the Special Instructions and Conditions. All delivery charges are to be included in the Bid/Proposal price. No Collect on Delivery (C.O.D.) will be accepted. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Proposer until delivered to the City.

(15) INSPECTION, ACCEPTANCE AND TITLE

All items delivered pursuant to an award are subject to inspection and review prior to acceptance by the City. Acceptance, evidenced by separately written Notice of Acceptance or full payment, will be made only after verification of compliance with all specifications. Acknowledgment of delivery and/or partial payment does not constitute acceptance.

(16) OWNERSHIP RIGHTS AND PUBLIC RECORDS LAW

Public Records Law. Bidder/Proposer acknowledges that they are familiar with the provisions of the Public Records Law of the State of Florida.

Bidder/Proposer agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, Bidder/Proposer agrees to keep and maintain public records that would be required by the City of Callaway in order to perform the services provided for in this agreement; Bidder/Proposer agrees to provide public access to any required public records in the same manner as a public agency; Bidder/Proposer agrees to protect exempt or confidential records from disclosure; Bidder/Proposer agrees to meet public records retention requirement; and Bidder/Proposer agrees that at the end of the term of this agreement, to transfer all public records to the City of Callaway and destroy any duplicate, exempt or confidential public records.

All products generated by the Bidder/Proposer for the City become the property of the City. The City may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency 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 from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

(17) RESERVED RIGHTS

The City reserves the right to reject any and all Bids/Proposals, with or without statement of cause, request resubmissions, or to waive any irregularities or technicality or negotiate modifications to any Bid/Proposal which may be in the best interest of the City.

Bidders/Proposers which do not normally engage in providing the types of commodities/services specified herein may be required to demonstrate they have sufficient financial support, equipment, and organization to ensure they can satisfactorily perform if awarded a bid/contract under the terms and conditions herein stated.

The City reserves the right to make such investigations as it deems necessary to determine the ability of any Bidder/Proposer to perform the work or service requested. Any information the City deems necessary to make such determinations shall be provided by the Bidder/Proposer upon request as a condition of further consideration of the Bid/Proposal. The applicability of all information obtained and the City's decision shall be final. By submitting a bid or proposal, Bidder/Proposer authorizes such investigation.

If the contract awarded as a result of this bid is terminated prior to the end of the term, the City reserves the right to award the balance of the contract to the next lowest responsive and responsible bidder.

(18) ADVERTISING

In submitting a Bid/Proposal, Bidder/Proposer agrees not to use the results therefrom as a part of any commercial advertising or marketing purposes without written approval of the City Manager.

(19) GOVERNMENTAL RESTRICTIONS/REQUIREMENTS

In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered in a Bid/Proposal, it shall be the responsibility of the successful Bidder/Proposer to immediately notify the City of the specific regulation which required an

alteration, and the specific alterations that will be made to the item(s) bid/proposed. The City reserves the right to accept any such alteration/substitution, including any price adjustments resulting therefrom, or to cancel the award at no expense to the City.

(20) NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, handicap, or national origin in the selection, award, or operations conducted, or performance related to any bid or proposal.

(21) UNAUTHORIZED EMPLOYEES OR AGENTS

Employment of unauthorized aliens by Bidder/Proposer is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If selected Bidder/Proposer knowingly employs unauthorized aliens, such action shall be cause for unilateral cancellation of this agreement and the City may recover damages from selected Bidder/Proposer resulting from such cancellation. The selected Bidder/Proposer shall be responsible for including this provision in any context with, and requiring compliance by any/all subcontracts performing for selected Bidder/Proposer relating to this agreement.

(22) OTHER GOVERNMENTAL ENTITIES - OPTIONAL APPLICATION

In the State of Florida, other Florida public entities may “piggy-back” on competitive Bid/Proposal awards under the same terms and conditions, if all parties are in agreement.

(23) LEGAL NAME

Bids/Proposals shall clearly indicate the legal name and organizational structure, business address, telephone number, and email address of the Bidder/Proposer. Bids/Proposals shall be signed above the typed or printed name and title of the individual submitting the Bid/Proposal. The signer shall warrant he/she has the authority to bind the Bidder/Proposer to the terms and conditions of the submitted Bid/Proposal.

(24) WAGES

State and Federal minimum wage and hour regulation apply to Bidder/Proposer and all subcontractors.

(25) SELECTION

The City intends to award this bid to the lowest responsive and responsible bidder or bidders. However, the City reserves the right to reject any and all Bids/Proposals. The procedures for the selection/award of Bids/Proposals are provided for by Florida Statutes and the City’s Charter, Code of Ordinances, and Administrative Policies. Generally, all Bids/Proposals are reviewed by City staff and evaluated by the City Manager, and if required by law, by a Selection Advisory Committee appointed by the City Manager. The type and price of the product(s) or service(s) being acquired determines if an award or selection may be made by the City Manager or requires City Commission approval. For information on which procedure applies to a particular Bid/Proposal contact the City Clerk.

Bids/Proposals will be evaluated based on, but not limited to, one or more of the following criteria as appropriate:

- Compliance with specifications
- Customer Service/Experience, Resources & Qualifications of Team

- Proposed Fees & Earnings Potential
- Financial Strength
- Scope of Services

Separate procedures and requirements relating to Requests for Bids/Proposals/Qualifications apply for certain grant programs and for professional services, for example the Consultants' Competitive Negotiation Act (Florida Statute 287.055), and by the City's Code. When the City initiates such a Request for Proposals/Qualifications, the selection process and related procedures are included in the Special Instructions and Conditions.

Pursuant to Chapter 287.087 Florida Statutes, in the event two (2) or more bids are equal with respect to price, quantity, and services, preference will be given to Bidders/Proposers which have implemented Drug-Free Workplace Programs.

Further, per 287.087(11) "If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise." In addition, at the sole discretion of the City, payment terms, conditions, and other consequential information may be utilized in resolving apparent tie Bids/Proposals.

NOTE: For consideration, Bidder/Proposer must return the Bid Certification Form included in the Bid/Proposal package.

(26) INDEMNIFY

After notification of award, the successful Bidder/Proposer agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, agents, and invites, from and against all claims, suits, sections, damages, or causes of action arising from any personal injury, loss of life or damage to property, sustained by reason of, or as a result of constructing, manufacturing, processing, delivery, or performance of the services or work for which the Bid/Proposal was awarded or any resulting agreement executed, and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in any resulting agreement shall be deemed to affect the rights, privileges and immunities of the City of Callaway.

The selected Bidder/Proposer, without exception, shall also indemnify and hold harmless the City and its officials, employees, agents, and invites from liability of any nature or kind, including cost 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 City. If the selected Bidder/Proposer uses any design, device or materials covered by patent or copyright, it is mutually agreed and understood that the Bid/Proposal prices include all royalties or costs arising from the use in any way of such design, device or materials involved in the product and/or services provided to the City.

(27) MODIFICATION - AFTER AWARD

Any changes proposed by a Bidder/Proposer after an award in (a) materials used, (b) manufacturing process, (c) construction or (d) specifications, are to be submitted in writing to the City Manager prior to delivery. No changes shall be approved and binding upon the City unless evidenced by a Change Order issued and signed by the City Manager.

(28) ASSIGNMENT

Any purchase order issued pursuant to this bid invitation/request for proposal and the funds which may become due hereunder, are not assignable, except with the prior written approval of the City Manager.

(29) DISCLOSURE

Bidder/Proposer acknowledges by submitting a Bid/Proposal that all information provided to the City is part of the public domain as defined by Florida Statutes and is considered a public record. Information should not be labeled "confidential," unless specifically exempted under said Statutes, and exempts the City from any liability for releasing all information to the public, including inadvertently releasing information deemed confidential by the Bidder/Proposer.

(30) TAXES

The City is a tax-exempt Florida municipality, Federal Employment Identification Number 59-6000-284, Florida State Tax Number 37-02-008131-54C. Copies of Exemption Certificate and related information may be obtained by contacting the City Clerk, City of Callaway, 6601 East Hwy. 22, Callaway, Florida 32404-2041 or (850) 215-6694.

(31) APPLICABLE LAWS/LEGAL VENUE

All applicable laws, regulations and ordinances of the State of Florida, Bay County and the City of Callaway will apply to consideration and award of any Bid/Proposal and the performance of the Bidder/Proposer pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

NOTE: ANY AND ALL PROVISIONS SET FORTH IN THE SPECIAL INSTRUCTIONS AND CONDITIONS ATTACHED HERETO, WHICH VARY FROM THESE GENERAL INSTRUCTIONS AND CONDITIONS, SHALL HAVE PRECEDENCE.

**CITY OF CALLAWAY
BANKING SERVICES
RFP NO.: FI2017-01**

**REQUIREMENTS
&
SCOPE OF SERVICES**

**CITY OF CALLAWAY
BANKING SERVICES
RFP NO.: FI2017-01
REQUIREMENTS AND SCOPE OF SERVICES**

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SECTION 1. EVALUATION AND CRITERIA

The City seeks a financial institution (the "Proposers") to provide comprehensive banking services for the City. An evaluation, ranking and justification (the "Staff Analysis") of the proposals will be made by the City Manager's Office and Finance Department. An evaluation on all Proposers will be conducted based on the information provided with the proposal and other evaluation criteria as set forth in the RFP. The evaluation of the proposals and subsequent Staff Analysis will be based on the following criteria:

<u>Criteria</u>	<u>Possible Points</u>
Customer Service/Experience, Resources and Qualifications of Team	25 pts
Qualification of Bank's management and service team for the type of services required and experience with the services to be performed	
Proposed Fees and Earnings Potential	40 pts
The proposed fees for services and earning, in the judgment of the City, which will provide the most comprehensive service at the most reasonable cost to the City	
Financial Strength	10 pts
Bank's stability and past experience working with local governments	
Scope of Services	25 pts
Description of Bank's approach to meeting the requirements of the City, the quality of the firm's standard statements and reports, the ability to ensure a smooth transition/conversion	
TOTAL SCORE	100 pts

The City Commission will conduct a final ranking at a publicly held meeting. The City reserves the right to interview some or all of the Proposers, and reserves the right to ask questions, seek clarifications of any or all Proposers as part of its evaluation. Final award will be made by the City Commission, and may be based solely on responses which, in their opinion, is in the best interest of the City, irrespective of the recommendations from the Staff Analysis.

The City reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the bank specifies otherwise in the proposal. The City reserves the right not to use all services contained in proposal and the right to acquire banking services for specific activities outside the scope of this RFP and the resulting contract executed hereunder.

SECTION 2. EXPERIENCE & QUALIFICATIONS

A) Background and History

- 1) Describe the organization, date founded, ownership, and other business affiliations.
- 2) Provide the address of the office location that will service the account.
- 3) Describe the experience of the financial institution in providing similar services for other municipal clients in Florida.

- 4) Include one (1) copy of the most recent audited financial statement with the proposal. If available, please provide an online address or link to your most recently audited financial statements.
- 5) Provide a list of branch addresses for banking centers locations nearest to the Callaway City Hall at 6601 E. Highway 22, Callaway, FL 32404.

B) Personnel

- 1) Provide biographical information on all bank officers that will be directly involved in the management of the City's accounts; who the primary contact will be and what, if any, experience these officers have in working with governmental clients. Please include customer service.
- 2) Provide an organizational chart for the personnel who will be associated with the City's accounts, including the roles of each person that illustrates the relationship among the personnel.
- 3) Provide the geographical area/location for each person on the Responder's team that will support the City.

SECTION 3. SCOPE OF SERVICES/MINIMUM SERVICES REQUIRED

The City is looking for innovative ideas, services and products from the City's banking partner. Key considerations in the proposal review will be Customer Service, Financial Strength and Technological Innovations.

- A) Prefer home office or a full service branch bank be located within the City of Callaway, Florida, or within 5 miles radius. Please provide a street address for each accessible bank branch.
- B) Establish demand deposit accounts as may be necessary to meet the banking requirements of the City. Post deposit and withdrawals in a timely manner.
- C) Provide the City electronic copies of all debit and credit adjustment memos.
- D) Provide the City all the necessary deposit slips.
- E) Be designated by the Chief Financial Officer of the State of Florida as a Qualified Public Depository and maintain the designation of Qualified Public Depository in good standing throughout any Contract Period(s) resulting from this solicitation. The selected Proposer will be required annually to show proof of the Qualified Public Depository designation and will immediately notify the City of any anticipated or actual loss of designation
- F) Provide the City all the software and training necessary to access and utilize the Proposer's on-line systems.
- G) Provide the City with on-line access that equals or exceeds the safety, security and encryption standards established by the information and technology industry.
- H) Disburse funds via repetitive and non-repetitive wire transfer from an on-line system.
- I) Accept and send all ACH transactions (payroll, disbursement and deposit) and provide on-line notification of ACH deposits the same day.

- J) Provide automated on-line balance reporting services for all City accounts. Available information should include: closing ledger, closing collected, opening ledger, opening collected, float, previous day debit and credit detail (including bankcard deposits, ZBA transfers), and ACH credit and debit detail.
- K) Provide the ability to place on-line stop payments and cancelation of issues and on-line access to information regarding cleared, canceled, returned and stop payment checks.
- L) After minimum concentration account balance requirements are met, if applicable, sweep any excess cash balances into an approved overnight investment vehicle. Proposer must submit proposals offering services based on an actual cost basis. Typically, \$12,000,000 to \$13,000,000 (approx.) is available for investment.
- M) Provide online monthly activity statements and reports for all accounts. These statements will include a monthly account analysis. The statement cutoff must be the last day of the month. Statements must be sent no later than the 10th of the following month. The City requires on-line and printed month end statements for both bank account activity and for analysis statements.
- N) Provide the City with the capability to retrieve all reports and images on-line.
- O) Secure the City accounts with ACH Blocks and/or Filters as needed.
- P) Provide money market accounts or alternative investment options for the investment of cash.
- Q) The Proposer will provide overdraft protection services to the City. In the event of an overdraft, presented checks shall be paid by the bank after confirmation by the City.
- R) Provide cashing of the City created checks at no charge to payee.
- S) Provide a dedicated bank representative to service the City's accounts.
- T) Provide the City with quarterly or semi-annual Treasury Review focused on new services available, and services that will streamline the current banking process as necessary.

SECTION 4. BANKING SERVICES APPROACH

- A) Interest Earned and Earning Credit
 - 1) Propose investment options for the collected balance of all accounts at 6:00 P.M. Central Standard Time at the proposed investment rate. The collected balance must include any wire transfers received during the day, less any outgoing wire transfers. Interest earned and fees charged will be posted monthly. The total average collected balance of all accounts is included in the table below. In the event that any account has a negative collected balance, interest charged on any overdrawn accounts will be calculated using the same formula by which the account receives interest. The Proposer will not assess any fees or penalties on the negative balance or fees for transfers between City accounts.
 - 2) Quote the interest rate the Proposer is currently offering the City on funds remaining in an account overnight and an interest rate floor. If a Public Funds account is available to the City, describe how interest will be calculated and credited on all accounts. Be specific.
 - 3) Describe the method used to calculate the earnings credit rate (ECR). Are the reserve requirement and FDIC charges deducted from the available balance before the ECR is calculated? If not, please include in the bank explanation the impact of the bank reserve

requirements and/or FDIC charges. Also include the bank formula for converting service charges to balance requirements and a listing of the bank earnings credits and reserve requirements for the last 12 months.

B) Deposit Processing

The City collects checks and cash at City Hall in Callaway, Florida as listed in Section 7, Appendix C. Checks are deposited directly into a local bank. Based on this information please provide answers to the following questions.

- 1) What is the deposit cut-off time to ensure same day ledger credit?
 - a) Is it the same for cash as for checks, drafts, etc?
 - b) Are there any options that might affect this cut-off time (e.g., provisional credit, and delayed verification)?
 - c) If the City decides to use a Remote Deposit System will this change the cut off time?
- 2) Are weekend or holiday deposit services available? Is there an additional fee' or discount for utilizing these services?
- 3) What type of deposit bags does the bank allow/require?
 - a) Does the Proposer provide these bags?
 - b) Does the Proposer charge a fee for these bags?
- 4) Are there any benefits to the City to separate cash and checks into two deposit bags? Can separated deposit batches be identified by City batch number reference?
- 5) Are the deposit slips that the bank provides available in multiple part forms? How many copies does the bank require? Can the deposit slips include a designation for each City location?
- 6) Does the Proposer require that cash be deposited in standard straps only? Is there a penalty for using non-standard straps?
- 7) Does the Proposer accept loose and/or rolled com for deposit at the vault and branch locations? Is there a fee for depositing loose or rolled coin?
- 8) How does the Proposer determine and calculate funds availability for deposited items?
 - a) Does the Proposer give immediate credit for on-us items?
 - b) Does the Proposer calculate funds availability by item or formula?
 - c) Does the Proposer use a standard schedule? Accelerated schedule? How often is it updated?
 - d) Provide a copy of the funds availability schedule that will apply to deposits into the City's accounts.
- 9) Provide a list of the bank's holidays.

C) Deposit Verification

- 1) How will the Proposer return the validated deposit to the City? Within what time frame?
- 2) Does the Proposer identify and adjust all discrepancies?
 - a) If no, at what dollar amount does the Proposer write off discrepancies?
 - b) What is the standard procedure for reporting deposit adjustments? What additional options are available (e.g., copies to multiple locations)?

- 3) What is the Proposer's policy on receipt of tampered deposit bags?
- 4) When counterfeit bills are discovered- what are the Proposer's notification and adjustment policy and process?

D) Vault Services and Courier Services

- 1) Does the Proposer have an automated vault service? Describe the deposit and change order procedures, cut-off times, and other features of this system.
- 2) Does the Proposer offer Courier Service? Will it provide this service to the City? If so, is there cost for this service?
- 3) Based on the City's volume of cash would the courier need to go to a cash vault?

E) Return Item Processing

- 1) Can return items be automatically re-deposited? If so, how many times?
- 2) Does the Proposer have an electronic return notification? If so, what type of information is available? Can the data be customized?
 - a) Is there a separate record each returned item?
 - b) Can these records identify the depositing location and the type of item being returned (e.g., personal check, ACH, and money order)?
 - c) Are imaged documents available online?
- 3) Does the Proposer have a policy to refuse return items not sent through the system in a timely manner?
- 4) Does the Proposer assign float to return items? If so, describe.
- 5) Does the Proposer have the ability to convert a returned check into an ACH item (RCK)?
- 6) Describe any advantages and disadvantages to the City for using RCK?

F) Wire Transfers

- 1) What are the beginning and ending cut-off times in Central Standard Time for initiating wire transfers to ensure same-day execution? Is the time the same for telephone call in wires?
- 2) What is the cut-off time for receiving incoming domestic wire transfers in order to receive same day credit?
- 3) How does the City track the status of transfers once the transfer is in the system (input, approved and released)? How does this differ for telephone initiated wire transfers?
- 4) How is access to the Proposer's wire transfer system controlled?
- 5) Does the Proposer offer its customers dual control release options (intermediary approval level) for electronically initiated transfers? If so, describe.
- 6) Are security access codes (passwords) encrypted or authenticated? How often is the password required to be changed? Is a Log-on Audit Report available that shows all log-ons over a given period, including User id, date and time?

- 7) Can dollar limits by user and function be established for single transaction amounts and daily aggregate amounts?
- 8) Can the Proposer's on-line wire system create non-repetitive wires in U.S. Denominated currency?

G) Disaster Recovery and Control

- 1) Describe the bank's electronic data procedures and/or manual system used to provide banking services along with backup and recovery capabilities, in the event of a disaster.
- 2) Are off-site facilities strategically located away from each other in the event of a disaster?
- 3) How quickly can the temporary site implemented in case of an emergency?
- 4) Provide a description of the controls in place to insure the integrity of the funds transfer system.
- 5) Describe the types of insurance and bonding earned.
- 6) How often are emergency operations tested? How are they tested?

H) Account Reporting

- 1) Will the account reporting system provide beginning and ending ledger (book) balances, collected balances, available balances, and float assignment?
- 2) What current-day reporting is available through the reporting system?
- 3) How many business days is data stored on the Proposer's reporting system and available for the City to access?
- 4) What technical specifications will be required of the City's system?
- 5) Is specific software required to communicate With the Proposer's system and how many systems are required to be maintained? Include but not limited to:
 - a) Does your service require a stand-alone PC? Can your service co-exist on the same PC with other software?
 - b) List any additional peripheral hardware that maybe required for optimal performance of your service.
- 6) Security/Administrative Rights/User Security
 - a) Discuss the methods used to authenticate items such as users, .files, locations, or other identifying criteria
 - b) Describe the process we would use to establish and *verify* user profiles.
 - c) How does the user authentication expire?
- 7) Automated balance-reporting services for the City's accounts should be provided. Ledger and collected balances should be available for opening and current day. Transaction details for prior and current day should include debit and credits (i.e. wire transfers, ACH transactions, bankcard deposits, ZBA transfers).

I) Overdrafts

It is not the intention of the City to overdraw any account. In the *event* of an overdraft, all checks presented for payment must be paid. The City or designee shall confirm wes or ACH transfers

that will result in an overdraft. The Proposer shall complete the wire/ACH transfer after confirmation. No service fee shall be charged to the City for overdrafts.

J) Stop Payments

Stop payment orders will routinely be initiated electronically. On rare occasions it may be necessary to initiate a stop payment by telephone. When the City initiates a stop payment order, the Proposer will immediately inform the City electronically if the check has been paid and provide an image of the paid item to the City. If not paid, the Proposer will provide an electronic confirmation of the stop payment. Stop payments shall be effective for a period of not less than twelve months. Cancellation of a stop payment order will be processed in the same way as the stop payment order. All checks paid by the Proposer after a stop payment order has been confirmed will be the responsibility of the Proposer.

Does the Proposer offer an automatic escheatment solution for checks once they become (6) six months old?

K) Online Banking

- 1) Does the proposer offer online banking services that allowing access to account information and the ability to conduct banking transactions?
 - a) Does it provide current balances?
 - b) How many months of account history?
 - c) Can bill payments be scheduled?
 - d) Can funds be transferred between accounts, including trust accounts and loans?
 - e) Can stop payments be completed?
 - f) Can payroll direct deposit be completed?
 - g) Can electronic funds transfers (EFTs) be completed?
 - h) Is immediate notification of returned direct deposit and EFTs provided?
- 2) Does online banking allow for account information to be downloaded/uploaded for accounting/bookkeeping purposes?
- 3) Is there software that needs to be loaded onto computer to access online banking services?
- 4) What are the minimum computer technical requirements to access online banking?
- 5) Are positive pay and bank reconciliation services available?
- 6) Are there other innovative features and tools provided by your online banking that may benefit the City?

L) Additional Services and Technological Innovation

Include information on any other cash management services currency provided or planned by the bank that may benefit the City. The City has provided a historical average of the types of transactions presently used. The City would like to see a detailed analysis of what your institution would recommend to the City to implement. The Respondent must also submit a cost/benefit analysis with its Proposal for any proposed additional services.

M) Customer Service and Duality

- 1) The City requires a dedicated bank representative be assigned to handle the City account.
 - 1) Describe the responsibilities of the personnel including the chain of command for problem resolution.

- 2) Is local personnel available for the City's accounts?
- 2) What are the hours of operation of the Proposer's service unit? [Specify time]
- 3) How does the Proposer handle inquiries requiring research and adjustments? The City requires supporting documentation on any debit or credit correction memo.
- 4) Are there established turn-around times for research and adjustment items? If yes, specify.
- 5) Does the Proposer provide technical customer support for computer hardware, software, and communications problems?

N) Investment Management and Advising

The City is seeking to develop an investment strategy by utilizing the resources and expertise of its banking partner, as well as its knowledge of the market. The City is requesting an investment advisor(s) to assist city staff with the management of the City's investment portfolio by providing the following services:

- 1) Provide recommendations regarding the City's Investment Policy, liquidity management, how to achieve investment objectives, and the selection of an appropriate performance benchmark.
- 2) Regularly advise the City on matters concerning its portfolio(s) and stated investment objectives.
- 3) Provide the City with investment reports that shall include, but not be limited to the following:
 - a) Monthly statements with all the information required by GASB. These reports must include detailed portfolio holdings including accrued interest, amortized cost, market values, security ratings transaction details, principal and interest payments, yield to costs, and portfolio summary statistics.
 - b) Provide quarterly investment reports including a description of market conditions, investment strategies employed, performance, and suggested changes to investment strategy. The performance numbers shall be presented commonly accepted investment performance standards.
- 4) Serve as a general resource to the City's staff for information, advice, and training regarding fixed-income investments.

O) Payment for Services/Compensating Balances

The City is receptive to the City either paying banking fees directly or applying compensating balance earnings toward bank charges with interest paid on excess balances. Please evaluate the best scenario for the account and make recommendation on a monthly or quarterly basis as to the best mix of balances to offset services charges.

P) Purchasing Card (P-Card) Program

The City desires purchasing card (also known as a procurement card or P-Card) program to provide an efficient, cost-effective method of purchasing and paying for small-dollar as well as high-volume purchases.

- 1) Does the P-Card Program have automated approval and reconciliation software? This software should provide for the ability to integrate to the City's accounting records.

- 2) Does the P-Card Program provide comprehensive control restrictions on transactions?
 - a) Number and amounts of transactions authorized per day and per cycle
 - b) Types of vendors and merchant category codes with which the card may be used
 - c) Questioned items and chargebacks
- 3) Describe reporting ability offered by the P-Card Program?
- 4) Does the P-Card Program provide training materials and customer support?
- 5) Please list the rebates offered by the P-Card Program.

Q) Conversion and Implementation

- a. Describe a conversion plan to transfer assets of the City to your financial institution.
- b. What is the lead time required for conversion and implementation, based on a start time of June/July? What are the critical factors that may impact that lead time?
- c. Indicate your plans and all costs associated with the conversion and for educating and training the City employees in the use of your systems.
- d. Provide a copy of all agreements that will be required to initiate the banking services agreement.
- e. Provide a detailed description of the implementation process, including testing and a sample implementation schedule.
- f. Does the Proposer assign an implementation team? If so, is an Implementation Manager assigned?

R) Lockbox Services

Does the proposer provide Lockbox collection services? If so, provide payment remittance and electronic data transfer details.

S) Online Payment Services

Does the proposer provide online payment services? If so, provide information regarding customer online access interface and fee collection.

SECTION 5. FINANCIAL STRENGTH AND STABILITY

- A) Please provide the collateral level that your bank is required to post for Florida Public Deposits.
- B) Please provide ratings for you from at least two of the following agencies:
 - 1) Standard & Poor's
 - 2) Moody's
 - 3) Fitch Group

Include ratings for: Commercial Paper, Long-Tenn Debt for the bank entity and Moody's Bank Financial Rating.

- C) Does the Proposer have experience with governmental clients? Do they provide banking services for other municipal or local governments?

- D) Can the Proposer provide at least three references of other governmental clients?

Please provide three public references within the state of Florida, (if possible, where similar services were provided), including the length of time the Proposer has provided services, client name, contact personnel, address, and phone number. The City may contact these references during the evaluation process. If three Florida public references are not possible, provide three private references whose banking services most closely resemble the account structure used by the City.

SECTION 6. BANK FEES

- A) The City requests that the Proposer provide all fees and costs for services as well as the information below:
- 1) Provide the proposed prices for the list of banking services as presented on the Prices and Services Chart in Subsection "B". Prices must be guaranteed for the initial term of the contract. In an extended contract period the Proposer has the right to increase services charges. If the Proposer increases these charges, the Proposer must notify the City in writing six (6) months prior to the price increase, of the amount of the increase and the period the increase is effective. It is then the City's option to extend the contract or seek proposals for other the services.
 - 2) The City requests that deposit slips be furnished by the Proposer at no cost to the City. Under these circumstances, would the City order deposit slips through the Proposer or directly from a vendor?
 - 3) The City requests the Proposer to cash City created checks without charge to the payee. Will any charges incurred be passed through to the City? If so, please list these charges. What controls are in place to minimize check fraud?
 - 4) Will the Proposer charge implementation fees to the City for setting up new services? Please explain these fees if not included in your pricing proposal.
 - 5) How soon after the close of the billing period is the account analysis available to the City?
 - 6) How are adjustments reflected on the account analysis?
 - 7) Is the Proposer's account analysis available electronically via the Internet?
 - 8) Please describe the procedures used to adjust Proposer statements and to assure corresponding adjustment to account analysis statement. How is the adjustment handled if the analysis period has already ended?
 - 9) Please list any additional fees for additional services not specifically requested related to conversion, training, and/or other Banking Services. Fees for Banking Services not indicated within this proposal will be considered provided at no additional cost than what is submitted in the proposal.
 - 10) Please provide a sample invoice for the City account.

B) Prices and Services Chart

Listed below is a monthly average of activity. Volumes are estimated and not guaranteed as minimums or maximums. Based on the information contained in this proposal, provide unit charges for the new services. The Proposer must use this format, adding any other service fees that will be charged. Proposers are requested to provide an additional copy of the information below electronically (Excel is preferred) to the City. Information on other recommended banking services not covered in the proposal must be added in as an attachment. Fees not included on the following table should be included at the bottom of each section as applicable.

Banking Transactions	Average Monthly Volume	Charges / Fees
Account Maintenance Fee		
Chargeback Fee	7	
Chargeback Redeposit		
Collateral Deposit Admin. Fees		
Electronic Debits	25	
Electronic Credits	97	
Checks paid - Debits	222	
Deposits - Credits	117	
On US Item Fee	278	
On Local Deposit Fee	124	
On Regional Deposit Fee	1387	
Other Fed Deposit Fees	305	
Other - Per Item Deposit Fees		
Cash Order per strap	13	
Coin Order per Roll	26	
Check Cashing Fees	4	
Stop Payment Fees	2	
Outgoing Wire Fee		
Incoming Wire Fee		
ACH Maintenance Fee	1	
ACH File Fee	5	
ACH per Item Fee	175	
ACH Notification of Change	5	
Online Banking Maintenance Fee	1	
Online Banking Per User Fee	3	
Online Banking Account Transfer Fee	5	

Banking Transactions	Average Monthly Volume	Charges / Fees
Online Banking - Other		
Positive Pay Fees	7	
Bank Reconciliation Fee	1	
Lockbox Fees	750	
Courier Service Fees	23	
Zero Balance Account Fee		
Overnight Sweep Fee		

SECTION 7. APPENDICES

APPENDIX A - CURRENT BANKING ENVIRONMENT

The City is looking for account type(s) to provide the most beneficial services at the least cost to provide for the transactions of each account, while maximizing the amount of cash available for investment.

Current active accounts include:

Pooled Cash Operating Account

(Regions Bank)

Used to account for:

- ❖ All City deposits including:
 - Daily manual deposits
 - On-line credit cards
 - ACH (online, State of FL, County, customer e-payments)
 - Lockbox
- ❖ Accounts payable and transfers including:
 - Vendor checks and EFTs
 - Payroll withholding tax pension and garnishments remittances
 - Transfers to other accounts
 - Merchant services payments
 - Collection service transactions
 - P-card payments
 - Wires and stop payments, when needed.

Payroll Account

(Regions Bank)

Used to account for:

- ❖ Manual payroll checks
- ❖ Bi-weekly and monthly payroll direct deposits

Funds to cover payroll disbursements are transferred from the City's pooled operating account using online banking services.

Community Redevelopment Agency (CRA) Account

(Regions Bank)

Used to account for:

- ❖ CRA vendor payments

Funds to cover disbursements are transferred from the City's pooled operating account using the online banking services.

Customer Utility Deposit Account

(SunTrust Bank)

Non-interest bearing account used to account for:

- ❖ Water utility customer deposits

Deposits are made using an ACH transfer to process an EFT payable out of the City's pooled cash operating account.

Money Market Account

(Hancock Bank)

Interest bearing account used to account for:

- ❖ Deposit of restricted cash and of operating cash in excess of minimum compensating balance requirements.

All deposits and disbursements are from the City's pooled cash operating account.

Florida Prime, State Board of Administration Local Government Surplus Funds Trust Fund Participant Account

Used to earn short-term investment income on available excess liquid cash.

Employee Fund Account

(Hancock Bank)

Vending machine proceeds are deposited into this account to help fund employee functions. Quarterly statements are provided.

APPENDIX B - Average Monthly Account Balances

Bank Account	Average Monthly Balance
Pooled Cash Operating Account	\$ 7,212,900
Payroll Account	5,000
CRA Account	52,300
Money Market Account	4,982,800
Utility Customer Deposits Account	872,000
FL Prime, SBA	10,000
Total Average Cash in Banks	\$13,135,000

APPENDIX C - Revenue Collection

Name/Location	Days Collecting	Transmitted	Type of Collection
City Hall/6601 E. Hwy 22, Callaway, FL	Mon-Fri	Collected on-site	Cash, Credit, Checks, ACH
Lock Box/P.O. Box____ Ft. Walton Beach, FL	Mon-Fri	Mailed	Checks, ACH

Average Monthly Deposits by Payment Type (average of last 3 months)

Payment Method Type	Count	Amount	Percent
Cash	1,666.67	\$ 162,436.60	20.79%
Checks (includes lockbox)	3,308.00	\$ 915,517.56	41.27%
Electronic Payment	927.33	\$ 78,965.66	11.57%
Money Orders	53.33	\$ 4,876.35	0.67%
Online Payments	1,915.67	\$ 213,392.30	23.90%
Recurring ACH Payments	145.00	\$ 18,300.27	1.81%
Totals	8,016.00	\$ 1,393,488.73	100.00%



PROPOSAL CHECKLIST
CITY OF CALLAWAY
BANKING SERVICES
RFP NO.: FI2017-01

**FORMS/ITEMS TO BE RETURNED
WITH YOUR PROPOSAL!**

The following forms are to be completed/signed by the Proposer and submitted to the City:

1. One (1) unbound original set with original, notarized signatures required, plus five (5) copies of proposal,
2. Proof of Insurance in amounts required by the City with the City listed as Certificate Holder and Additionally Insured (See Special Instructions & Conditions),
3. State of Florida Business License,
4. Public Entity Crime Statement,
[Complete items 1 and 6; notarized signature required]
5. Drug-Free Workplace Certification Form,
[Complete Part I; notarized signature, or sign Part II]
6. Proprietary/Confidential Information Form.

Note: Incomplete Bid/Proposal submissions may not be accepted/considered. Do not modify the forms! Any additional information you desire to present may be included as an attachment.

Reminder: Submit requested number of copies! (See Special Instructions and Conditions)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Callaway, Florida, a Municipal Corporation, 6601 East Hwy. 22, Callaway, Florida 32404 by _____
[print individual's name and title]
for _____ whose business
[print name of entity submitting sworn statement]
address is _____
_____ and (if applicable) it's Federal Identification Number
(FEIN) is _____ (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement _____)
2. 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 any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. 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, 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.
4. 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.
5. 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, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation 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 vendor 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 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE 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.

[signature]

FI2017-01

[Reference: RFP Number]

Sworn to and subscribed before me this ___ day of _____, 20___. Personally known _____ or produced identification _____

[Type of identification]

Notary Public - State of _____

My Commission expires: _____

[Signature of Notary]

[Printed, typed or stamped commissioned name of Notary Public]

CITY OF CALLAWAY
DRUG-FREE WORKPLACE CERTIFICATION

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the Bid/Proposal submission date, the Bidder/Proposer is requested to certify that as part of their drug-free workplace program, they have:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Part I - PROGRAM IMPLEMENTED

I certify that I/we have established a drug-free workplace program meeting the foregoing minimum requirements.

_____ [Printed, typed name] _____ [Signature]

State of Florida
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

_____ [Signature of Notary Public] _____ [Printed, typed or stamped name of Notary Public]

_____ [Commission Number of Notary Public]

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to Bid/Proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

_____ [Signature] _____ [Date]

**PROPRIETARY/CONFIDENTIAL INFORMATION
BANKING SERVICES
RFP NO.: FI2017-01**

Name of Firm of Bidder/Vendor: _____

Trade secrets or proprietary information submitted by a Vendor shall not be subject to public disclosure under the Freedom of Information Act; however, the Vendor must invoke such protections provided by state law, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Vendor refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Check this box if there are none.
This document must be completed and returned with proposal.