

# Request for Proposal

NUMBER  
RFP 2018-01



**City of Lake Helen**

**BANKING SERVICES**

*Jason Lawrence*  
*Finance Manager*

## LEGAL NOTICE

Notice is hereby given that the City of Lake Helen is accepting Sealed Proposals to provide a Banking Services. Proposals will be received until **2:00 p.m., on Friday, May 4, 2018** by the City Clerk's Office, City Hall, 327 S. Lakeview Drive, Lake Helen, FL 32744.

### **RFP 2018-01 "Banking Services"**

Services to be provided shall include, but not be limited to the following:

**RFP # 2018-01 - Banking Services** in accordance with the terms, conditions, and specifications stated herein.

The City of Lake Helen has issued this Request for Proposal (hereinafter, "RFP") with the sole purpose and intent of obtaining proposals from interested and qualified firms offering to provide Banking Services, in accordance with the specifications stated and/or attached herein/hereto.

A pre-bid conference is not applicable for this solicitation.

A  non-mandatory  mandatory pre-bid conference will be held on **Friday, March 30, 2018**, commencing promptly at 10:00 a.m., and will be held in the Commission Chambers, 327 S. Lakeview Drive, Lake Helen, Florida 32744.

If this pre-bid conference is denoted as "mandatory", prospective proposers must be present in order to submit a bid response.

One (1) original and one (1) electronic copy on a flash drive, of the proposal should be delivered to the City Clerk's Office, City of Lake Helen, 327 S. Lakeview Drive, P.O. 39, Lake Helen, Florida 32744 in a sealed envelope plainly marked on the outside: "**BANKING SERVICES**", **RFP #2018-01**.

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site: [www.demandstar.com](http://www.demandstar.com).

City of Lake Helen does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Lake Helen's Finance website: [www.lakehelen.com](http://www.lakehelen.com), [www.demandstar.com](http://www.demandstar.com), and also posted in the Lobby of City Hall on **March 5, 2018**.

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## **1) Introduction/Overview**

### **A) Purpose/Objective**

As requested by the City Commission of the City of Lake Helen, the City of Lake Helen Finance Department (herein after, “City”) has issued this Request for Proposals (hereinafter, “**RFP**”) with the sole purpose and intent of obtaining bids from interested and qualified firms offering to provide banking services, in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the “Contractor”.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Lake Helen, City Commission (herein after, the “Commission”), signed by all required parties and filed with the City Clerk.

A contract will be negotiated with the successful proposer. The initial term of the contract will be for five (5) years with one (1) optional five (5) year extensions thereof. The contents of the successful proposal response will become part of the contract document.

As is more fully explained in Section “6L” of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the bids received.

### **B) Background**

The City serves an area of 4.55 square miles with a population of approximately 2,800. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Lake Helen’s Comprehensive Annual Financial Report for fiscal year 2016-2017 and in the City’s Annual Budget for fiscal year 2017-2018. Copies of these documents may be viewed on <http://lakehelen.com/departments/finance-department/>. The City of Lake Helen is exempt from any and all state, local and federal taxes.

### **C) Inquiries**

Direct questions related to this **RFP** to Becky Witte, City Clerk, and submit such questions in writing to [bwitte@lakehelen.com](mailto:bwitte@lakehelen.com). Please include the page and paragraph number for each question to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from [bwitte@lakehelen.com](mailto:bwitte@lakehelen.com). All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website ([www.lakehelen.com](http://www.lakehelen.com)) and on DemandStar: [demandstar.com](http://demandstar.com).

### **D) Method of Source Selection**

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by City Ordinance 2015-01 establishing and adopting the City Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the city administrator, which shall be comprised of a minimum of three (3) evaluators. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the

Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

**E) Pre-Bid Conference**

A  non-mandatory  mandatory pre-bid conference will be held on **Friday, March 30, 2018**, commencing promptly at 10:00 am and will be held in the Commission Chambers, 327 S. Lakeview Drive, Lake Helen, Florida 32744.

The purpose of the pre-bid conference is to allow an open forum for discussion and questioning with City staff regarding the **RFP** with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the **RFP**. Only written responses to written questions will be considered official, and will be included as part of the **RFP** as an addendum.

All prospective proposers are strongly encouraged to attend, as, unless requested by the department, this will be the only pre-bid conference for this solicitation. If this pre-bid conference is denoted as “mandatory”, prospective proposers must be present in order to submit a bid response.

**F) Projected Timetable**

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
Issue <b>RFP</b> Notice	<b>March 5, 2018</b>
Non-Mandatory Pre-Bid Meeting	<b>March 30, 2018 at 10:00 am</b>
Last Date for Receipt of Written Questions	<b>April 9, 2018 at 2:00 pm</b>
Addendum Issued (If Applicable)	<b>April 13, 2018</b>
Proposal Opening Date	<b>April 20, 2018 at 2:00 pm</b>
Evaluation Committee to shortlist	<b>May 7, 2018 at 10:00 am</b>
Shortlisted Firms Presentations	<b>May 11, 2018</b>
Notice of Recommendation	<b>May 14, 2018</b>
City Commission Hearing Date	<b>June 14, 2018</b>

**2) General Description of Specifications or Scope of Work**

The purpose of this Request for Proposal (RFP) is to provide the **City of Lake Helen** with a way to determine the highest qualified banking institution which, in the City's opinion, is best suited to undertake banking services required by the City. Factors such as capability, experience, location, and the ability to work within established time and budget constraints will be used in the selection process.

Currently the City is requesting proposals for banking services from any bank organized and existing under the laws of the State of Florida. The City’s objective is to:

- 1) Obtain banking services economically and efficiently;

- 2) Maximize earnings on public funds deposited locally; and
- 3) Maximize use of technology to enhance efficiency in the City's banking program.

To receive consideration, the proposer shall thoroughly document the bank's ability to meet the following qualification criteria:

- (a) The proposer must be a commercial bank, certified by the State of Florida, Bureau of Collateral Securities, Division of Treasury, as a "Qualified Public Depository" pursuant to the provision of the Florida Security for Public Deposits Act as described in Chapter 280, Florida Statutes.
- (b) The proposer must be a full service commercial bank with branch locations within the City of Lake Helen.
- (c) The proposer must have the capability of performing all of the required duties specified in this Request for Proposal.
- (d) The proposer must have available an adequate number of qualified staff to provide the services specified in this Request for Proposal.
- (e) The proposer must be able to provide full-service web-based banking products and balance reporting services.
- (f) The proposer is a member of the Federal Reserve System.
- (g) The proposer must have the ability to export or download Account Reconciliation Plan (ARP) reports (both outstanding and cleared checks) in Excel.
- (h) Proposer must submit one copy of its financial statements for the past two years (must include an auditor's unqualified opinion and appropriate notes to the financial statements). If selected, proposer will provide annual financial statements to the City for the term of the Banking Services Agreement.
- (i) Proposer must be free of any obligations and interests which might conflict with the interests of the City.
- (j) Incoming wire transfers must have same day availability.
- (k) Honor all checks drawn upon City accounts should the City experience an overdraft in that particular account.

A contract will be negotiated with the successful proposer. A contract will be negotiated with the successful proposer. The initial term of the contract will be for five (5) years with one (1) optional five (5) year extensions thereof. The contents of the successful proposal response will become part of the contract document.

## **A) TECHNOLOGY**

Only Banks that utilize a web-based system shall be considered. The Bank shall provide a secure web-based solution that will allow the City online access to all City bank accounts. The system will allow the City to communicate with the Bank, download and archive information, provide daily reporting, execute online stop payment orders, perform internal and external wire transfers, and access detailed ACH information.

## **B) STATEMENT OF WORK**

### **Account Structure:**

- 1) ***General Operating Account:*** Establish an operating account for the City. The City's general operating account covers a variety of activities. Deposits will be made on a daily basis by City employees or a Police Officer requiring a 24-hour deposit capability for daily collections. Upon verification of the deposit, duplicate deposit slips are validated by the bank and returned to the City's Finance Department. This is an interest-bearing account. In its response, the bank should specify the interest rate on such account or how the rate is to be determined.

Should deposited checks be returned because of insufficient funds (or any other reason), one attempt will be made by the bank to redeposit the check, after which it will be forwarded to the City's Finance Department for processing.

The average daily balance in the Operating Account is approximately \$650,000 and the average daily balance in the Utility Account is approximately five hundred thousand dollars (\$500,000) The City's banking account details are included on the Account Analysis Proposal Form.

- 2) **Utility Account** - The City operates its own Water Utility enterprise, the funds of which are segregated from its general operating funds. On average, the Water Utility account has an average daily balance of \$300,000.
- 3) **Other Accounts**: Other smaller accounts may be necessary and should be interest bearing.

**Account Requirements:**

1. **Proximity to City**: The Bank must have a full-service branch within (5) miles of the Lake Helen City limits.
2. **Bank Statements**: The cut-off date for statement purposes for all City accounts will be the 15th and the last day of each month. Statements must be received by the City's Finance Department within five working days following the cutoff. The bank will submit with the statement a printed list of the cleared checks in check number order, identifying the check number, the check amount, and the date each check cleared the bank. Breaks should be obvious where checks in numeric sequence are missing.
  - a. All checks issued by the City are computer generated. The depository bank must have computer capability to reconcile checks issued by the City with checks paid by the bank, using electronic files supplied by the City and bank computer files of checks paid.
  - b. A statement must be furnished for all accounts required by the City on the same schedule as required for the operating account. The City reserves the right to add additional accounts as necessary. In addition to regular statements, the bank must provide on demand, daily balances in the depository accounts if and when such information is required by the City.
3. **Wire and Electronic Funds Transfers**: The bank will be required to accept or send wire and electronic funds transfers. The bank should clarify, in writing, the method and policy of handling transfers including cut-off times. In order to maintain audit controls the bank will be provided with supporting documentation for these transfers. All wire transfers require verification or "call back" for authorization.
4. **Stop Payments**: The bank should have the capability of receiving stop payment orders via the bank's web-based internet site from authorized City personnel with access to all City accounts.
5. **Returned Items**: Checks from customers of the City which have non-sufficient funds should automatically be resubmitted for payment the next banking day before being returned to the City as an NSF check.
6. **Overdrafts**: The City does not intentionally overdraw accounts. If, however, an account is overdrawn, the bank must honor all checks presented. No City issued check is to be returned unless payment was stopped.
7. **ACH Services**: The bank must be both a sending and receiving bank on the Automated Clearing House (ACH) system. The bank should have the capability of receiving ACH files electronically from authorized City personnel. The City utilizes a direct deposit payroll system for all of its employees. The bank must have the capability of processing this payroll file electronically with deposits going to the employees' bank accounts at the financial institutions of their choice. Rejects need to be transmitted daily to the City's Finance Department.

8. **Positive Pay:** The Bank shall provide “Positive Pay” services for accounts payable checks clearing the City’s accounts. A complete description of this service shall be provided by the proposer with check data transmission requirements and the notification process for any check exceptions.
9. **Lockbox Services:** The Bank shall have available lockbox services, which the City may utilize for payables related to its Water Utility enterprise.
10. **Cost of Services:** It is the intent of the City to obtain the most cost-effective and efficient services. Banking services and documents not detailed on the proposal form will be provided to the City at no cost. The City will provide endorsement stamps and the checks for the General Operating Account. The bank shall provide other banking supplies such as security bank bags, coin wrappers, and deposit slips. The bank will prepare a monthly detailed analysis of the cost of services, and shall have the authority to debit the General Operating Account on a monthly basis for the total combined service charge. In its response, the bank may specify other services it can provide with a brief description and anticipated cost of these optional services.
11. **Credit Card/Purchase Card:** The bank will provide a credit card/purchase card with the banking services. There shall be no annual fee for this service. The City will pay the balance in full on a monthly basis.
12. **Disaster Recovery:** The bank shall provide information regarding their disaster recovery plan including specific plans related to servicing the City in the event of a disaster. Additionally, the bank shall provide information regarding their ability to provide uninterrupted service.
13. **Employee Benefit Package:** To facilitate the City’s employee direct deposit payroll, the bank shall upon request provide employees a checking and/or savings account for direct deposits with no minimum balance requirement and no maintenance fees.
14. **Web-based Internet Access:** The bank must have an established web-based internet site to allow authorized City personnel access to all City accounts. The City anticipates utilizing internet based banking. The bank should include a listing of the services and advantages it offers regarding internet banking. Banking via the bank’s web site shall include access to account activity and balances.
15. **Continuous Services:** The bank will have and maintain sufficient staff to support these requirements on a continuing basis without interruption of service. Server problems or repeated breakdown of electronic service will be just cause for cancellation of the Agreement by the City. The City requires that the bank designate one of its officers to act as a liaison with the City, at no cost, for matters regarding the City’s account. The City shall have the right to approve the person so designated or their successor liaison. Should the City object to the person so designated, the bank will replace them with a qualified person, acceptable to the City, forthwith.
16. **Access to Records:** From time to time, authorized City representatives shall require copies of items included in deposits made by the City to resolve balancing issues or disputes with utility customers. Such items will be provided to the City immediately upon request. The bank should include in its response the time to provide and cost.
17. **Holiday Closings:** A holiday schedule should be provided. (See Questionnaire).
18. **Credit/Debit Memos:** The City shall not be charged for debit and credit memos required to adjust errors caused by the bank.
19. **Cashing Petty Cash Checks:** The bank will cash petty cash checks at no charge to the City or employee cashing the check. Such checks will be identified as such. The bank will require that the employee present a current city issued identification card to cash such checks.



20. **Optional Banking Services:** As the City continually seeks to improve operations and cash management, it will look to its bank for creativity, expertise, and flexibility. The bank may, in addition to the Required Banking Services, submit optional proposals, such as deposit pick-up services or other services which the bank or the City feels would be in the best interest of the City.
21. **Monthly Account Analysis:** The City shall receive a monthly account analysis on each account maintained as well as a summary account analysis which incorporates the activity of all accounts and chargeable items. This analysis shall include the ledger, available and collected balances, activity and fees. The proposer shall provide an example of the account analysis with the proposal which would be provided to the City on a monthly basis.
22. **Designated Bank Contact Personnel:**
  - a. The bank shall provide a list of contact personnel within the bank who are qualified to provide information and assistance in the following areas on a daily basis. Include position, length of service, and summary of professional experience. Please attach listing to bid response form.
23. General Information
24. Investments and Safekeeping
25. Customer Service
26. Treasury Management
27. Disaster Contact (24 hours per day, 7 days per week)
28. **Public Depository – Collateral:**
  - a. In compliance with the Florida Security for Public Deposit Act, Chapter 280, Florida Statutes, all institutions submitting bids for the City’s banking service must be included on the list of approved financial institutions as published by the Department of Insurance and Treasurer, of the State of Florida.

## C) GENERAL REQUIREMENTS

- 1) The City is very strict in its requirements for timely and accurate reporting of bank account transaction data. Daily debit and credit advices from the bank are used as the primary source documents for daily posting to the City’s general ledger. Failure to comply with such requirements causes significant problems to the accounting program reports and such failure will be heavily considered when evaluation of banking services is performed.
- 2) The bank must be able to provide daily reporting for all transactions on the City’s accounts.
- 3) The City currently utilizes a web-based treasury management system to receive daily balances and detailed transactions for its main accounts.
- 4) The City desires to continue utilizing this type of treasury management system to receive daily account information.
- 5) The City reserves the right to terminate this contract if the bank changes ownership, is taken over by FDIC, or experiences any other re-organization that may be detrimental to the City of Lake Helen. Additionally, the contract may be terminated by either party by giving written notice to the other party no later than ninety (90) calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for three (3) calendar months. The Bank shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of the termination of this contract.

### **3) City's Right to Inspect**

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project. The City or its authorized Agent shall have the right to inspect the Contractor's site during normal working hours (as described in section 2A).

### **4) Terms and Conditions of Contract**

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **RFP** with your submittal.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

The term of this agreement is for five (5) years from the date of award with five (5), one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

### **5) General Terms and Conditions**

#### **A) Licenses**

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 228-2393.

#### **B) Principals/Collusion**

By submission of this Bid, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

#### **C) Taxes**

The City is exempt from Federal Excise and State of Florida Sales Tax.

#### **D) Relation of City**

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said

Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

#### **E) Term Contracts**

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

#### **F) Termination**

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

#### **G) Liability**

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

#### **H) Assignment**

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, Banking Services or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

#### **I) Lobbying**

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

#### **J) Single Bid**

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

#### **K) Protest Procedures**

Any appeal or protest to the Request for Bid shall be governed by the City of Lake Helen's Purchasing Policies and Procedures.

## **L) Public Entity Crime**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

## **M) Conflict of Interest**

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

## **N) Prohibition of Gifts to City Employees**

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

## **O) Immigration Reform and Control Act**

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

## **6) Instructions for Bid**

### **A) Compliance with the RFP**

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

### **B) Acknowledgment of Insurance Requirements**

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

### **C) Acknowledgment of Bonding Requirements**

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

Not Applicable

Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Lake Helen on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Evaluation Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents,

the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

#### **D) Delivery of Bids**

All bids are to be delivered before 2:00 p.m., local time, on or before **May 4, 2018** to:

City of Lake Helen  
City Clerk  
327 S. Lakeview Dr.  
Lake Helen, Florida 32744

The City shall not bear the responsibility for bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition:

The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit one (1) original and one (1) electronic copy in PDF format, on a "Universal Serial Bus" (USB) flash drive.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

#### **E) Evaluation of Bids (Procedure)**

The City's procedure for selecting is as follows:

1. The City Administrator shall approve an Evaluation Committee to review all proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.
2. Request for Proposals (**RFP**) issued.
3. Subsequent to the closing of proposals, the Finance Manager shall review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published **RFP**.
4. The committee members shall review each Proposal individually and score each proposal based on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each proposal to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain

guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the City or a submission of a proposal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals.

#### **F) Ambiguity, Conflict, or Other Errors in the RFP**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Manager, noted herein, of such error in writing and request modification or clarification of the document. The Finance Manager will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the proposal or it shall be waived.

#### **G) Proposal, Presentation, and Protest Costs**

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its proposal in response to this **RFP**, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

#### **H) Acceptance or Rejection of Proposals**

The right is reserved by the City to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by the City to accept the proposal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

#### **I) Requests for Clarification of Proposals**

Requests by the Finance Manager to a proposer(s) for clarification of proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its proposal.

#### **J) Validity of Proposals**

No proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

## **K) Response Format**

The proposal shall be deemed an offer to provide services to the City. In submitting a proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this **RFP**. Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the proposal should be bound and tabbed. The utilization of recycled paper for proposal submission is strongly encouraged.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its proposal.

### **1) Tab I – Title Page:**

Bank's name, the name, address and telephone number of the contact person and the date of the proposal.

### **2) Tab II – Table of Contents:**

A table of contents including page references.

### **3) Tab III – Transmittal Letter**

This letter should be brief and introductory in nature. The letter should state the name, address and telephone number of the individual that is authorized to make commitments for the company. The letter should also summarize the company's ability to complete the scope of services.

### **4) Tab IV – Proposal Summary**

Provide proposal summary with required attachments.

### **5) Tab V - Firm Qualifications and Experience:**

- 1) Proposer to identify the following:
  - (a) Size of the firm
  - (b) Number of employees
  - (c) Location of the office(s) from which the City will have contact with for coordination of service
  - (d) Number and nature of the professional staff, and other job titles to be assigned to this account.
- 2) For each member of the project team, please provide the following information:
  - (a) Name and title
  - (b) Office address
  - (c) Telephone number
  - (d) E-mail address
  - (e) Brief description of the individual's role and duties for the City of Lake Helen.
  - (f) Include a resume of the individual's career, experience in the relevant role and duties similar



to the City's project, years employed with the Proposer and other relevant information.

*Changes in the team members and their roles and duties will not be permitted except by written permission from the City. Any alternate shall meet or exceed the qualifications of the person original proposed.*

3) Experience

Provide a list of clients that services were provided for in the last five (5) years that are similar to the City's service requirements. The list of clients should mainly be for governmental entities, but private accounts may also be provided. Include the following:

Name of Entity

Contact person, Title

Phone Number

Types of services provided (banking, merchant card services, procurement card services, etc.)

Period-of-time services provided

Your account manager assigned to this client

*Proposers submitting for all categories shall provide preferences for each category, banking, merchant card services, procurement card services, etc.*

**6) Tab VI – Business Operations and Customer Support**

- 1) Detail your business operation structure that is in place to accommodate your government clients. Identify any unique business operations that have been set up that are specific to the government client or that you are able to offer the City of Lake Helen. Responses to questionnaire will also be considered as part of the evaluation or Business Operations and Customer Support.
- 2) Provide an organizational chart showing the contacts for the City of Lake Helen's banking relationship.
- 3) Provide names, titles and contact information for the City of Lake Helen's contacts in the organizational hierarchy above the relationship manager.
- 4) Provide information on the steps that can be taken and the appropriate hierarchy for contacts to elevate the resolution of issues in the event the City is not satisfied with the results of issues handled by the operational relationship manager. If separate contacts apply for different services, then clearly provide and identify.
- 5) The proposer shall describe any litigation or proceeding whereby, during the past seven years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current or pending litigation. Failure to return this information with your proposal may result in the rejection of your proposal.
- 6) Proposer to make a statement if they have ever had a service agreement terminated for cause and detail date, entity/name of company during the past seven years.
- 7) Submission of proof of Public Funds Depository.

**7) Tab VII – Questionnaire/Statement Submittal**

- 1) Proposer shall answer each of the questions on the Questionnaire document. Any items that do not apply due to the proposer not being able to propose on the product/services shall be marked with a "N/A" to denote that response is not being provided due to service not being applicable to areas being proposed on.
- 2) Proposer shall not alter the Questionnaire document questions in any way. Failure to comply will result in the responses to the questions as being incomplete/nonresponsive.

### **8) Tab VIII - Price Proposal**

This section of the Proposal shall contain all pricing information relative to performing the services included in the statement of work section of the Request for Proposal.

Proposer to utilize the Account Analysis Proposal Form included in the RFP for banking services. Indicate N/C if there is no charge for an item. If the proposer wishes to incorporate additional service items, please use the blanks provided. Banking services not detailed will be provided to the City at no cost. Failure to use City form for Banking Services may result in your proposal being considered nonresponsive

### **9) Tab IX, Acceptance of Conditions**

Proposer should note any exceptions to the stated Scope of Work here, or if none, note Conditions per Scope of Work are accepted.

### **10) Tab X, Other Information/Documents**

Provide any information that will provide insight to the evaluators about the qualifications, fitness and abilities of the Proposer. This information should be succinct.

### **11) Tab XI, Required Form Submittals**

Required forms:

- Standard Contractor Services Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Public Act 2018-20 – Public Records Requirement
- Questionnaire
- Proposal Form

### **L) Proposal Evaluation Committee and Evaluation Factors**

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Offeror deems pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

The evaluation of proposals shall occur in two Phases:

**PHASE I – The Committee evaluates and scores all proposals to establish the “Shortlisted” firms that will advance to Phase II of the selection process. A minimum of two firms will be shortlisted.**

**PHASE II – The Committee evaluates and scores presentations by “Shortlisted” firms to establish a #1 Proposer.**

**A. Evaluation Committee Procedures for Phase I and II Evaluation:**

Each Committee member will award points according to the Evaluation Criteria described in each Category for the Phase I and Phase II evaluation processes. The points indicated as “Points Possible” will be totaled to achieve the Total Points awarded to each Proposer. The greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member. The three proposers with the highest points will be shortlisted.

For each Phase, the Tabulation Form shall be the basis for determining the ranking of the Proposers.

A minimum of two firms will be short-listed. The Committee reserves the right to short-list additional firms. The short-listed Proposers from the Phase I Evaluation will advance to Phase II Evaluation. Summarized below are the Evaluation Criteria of **Phase I:**

Evaluation Criteria	Maximum Points
The proposed earnings rate on overnight cash balances.	40 points
Physical proximity of City offices and activities to banking locations.	55 points
The aggregate cost of banking services.	35 points
The experience and continuity of the bank officials identified as primary contact personnel.	20 points
The completeness of the response to all required items on the standardized bid forms.	10 points
Prior experience in providing banking services to governments including organizational structure available to service the City. Communication and interpersonal skills with the ability to be responsive on an ongoing basis	10 points
Responses from references.	5 points
Bank financial stability as provided by a bank rating service	25 points
<b>TOTAL POSSIBLE SCORE</b>	<b>200 POINTS</b>

**Phase II Evaluation:**

Evaluation Criteria	Maximum Points
Approach to the services and ability to meet or exceed requested services	45 points
Banking Experience and Experience of the Team	10 points
Business Operations and Customer Support	25 points
Price, Fees and Rebates	15 points
Technical Soundness of Presentation	5 points
<b>TOTAL POSSIBLE SCORE</b>	<b>100 POINTS</b>

All finalists are in equal standing at the beginning of Phase II Evaluation. Each finalist will be requested to provide a presentation for the Evaluation Committee. These presentations allow each finalist an opportunity to provide the Evaluation Committee additional information regarding their proposal and demonstrate the

qualifications of the firm. Each Evaluation Committee member shall evaluate and award points in accordance with the scoring criteria specified above. The points awarded for each criteria will be totaled, ranked and tabulated as described herein to determine the #1 Proposer, either on an all or none basis or any combination of service categories (banking services).

**Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Lake Helen, these services should be identified and included in the request response.

**Tie Breaker:** In the event of a tie (with each business certifying that it is a Drug-Free Workplace), **both in individual scoring and in final ranking**, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City’s option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

## **7) Contract / Agreement and All Required Forms**

Required forms:

- Standard Contractor Services Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Public Act 2018-20 – Public Records Requirement
- Proposal Form

**PROPOSER CHECK LIST**

**I M P O R T A N T**: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- The standard contract/ agreement has been signed and included.
- All applicable forms have been signed and included
- All information as requested in the Proposer’s Qualification Form is included.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

CITY CLERK  
City of Lake Helen  
327 S. Lakeview Dr.  
Lake Helen, Florida 32744

- The **mailing envelope must be sealed and marked** with Proposal Number “**RFP 2018-01,**” Proposal Title “**City of Lake Helen Banking Services**” and Due Date “May 4, 2018 @ 2:00 pm”.
- The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

**ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

**BANKING SERVICES AGREEMENT**

**BANKING SERVICES  
Request for Proposal (RFP) # RFP 2018-01**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between \_\_\_\_\_, duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called “SERVICE PROVIDER” and the **CITY OF LAKE HELEN**, a political subdivision of the State of Florida, whose address is 327 North Riverside Drive, Lake Helen, FL 32744, hereinafter called “CITY”.

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (**RFQ #2018-01**), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and SERVICE PROVIDER. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties’ Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be for an initial period of five (5) years from the date of award. At the option of the parties, this Agreement may be renewed for one (1) additional five (5) year term. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the RFQ documents. The City retains the sole right to determine whether the renewal option shall be granted.

**SECTION 3. COMPENSATION.** For Services rendered, the CITY shall pay the SERVICE PROVIDER a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the SERVICE PROVIDER will invoice the City monthly based upon the CONSULTANT’s estimate of the portion of the total Services actually completed at the time of billing.

**SECTION 4. REIMBURSABLE EXPENSES.** “Reimbursable Expenses” means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City’s Purchasing Policy.

**SECTION 5. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For City:**  
Rebecca Witte, City Clerk  
City of Lake Helen  
327 S. Lakeview Drive  
Lake Helen, FL 32744  
(386) 228-2121

**For SERVICE PROVIDER:**  
\_\_\_\_\_, \_\_\_\_\_(Name, Title)  
\_\_\_\_\_. (Company)  
\_\_\_\_\_. (Address)  
\_\_\_\_\_. (City, State, Zip)  
\_\_\_\_\_. (Phone)

**SECTION 6. RIGHTS AT LAW RETAINED.** The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY’S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney’s fees relating to any dispute arising under this Agreement.

**SECTION 8. MODIFICATIONS TO AGREEMENT.** This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

**SECTION 9. SEVERABILITY.** If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

**SECTION 10. WAIVER OF JURY TRIAL.** THE CITY AND SERVICE PROVIDER HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

**SECTION 11. NON-WAIVER.** No indulgence, waiver, election or non-election by CITY under this Agreement shall affect SERVICE PROVIDER’s duties and obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

**WITNESSES:**

**CITY OF LAKE HELEN**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Jason Yarborough, City Administrator**

\_\_\_\_\_  
**Rebecca Witte, City Clerk**

**Dated:** \_\_\_\_\_

**WITNESSES:**

**FIRMS**

**By:** \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

**Dated:** \_\_\_\_\_

- Attachments: A. RFP #2018-01**  
**B. Firm Response to RFP**  
**C. Scope of Service**

Approved by the City Commission of the City of  
Lake Helen at a meeting held on this \_\_\_\_\_  
day of \_\_\_\_\_, 2018 under  
Agenda Item No. \_\_\_\_\_.

**CONFLICT OF INTEREST AFFIDAVIT**

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

State of \_\_\_\_\_)

City of \_\_\_\_\_)

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ for the Firm, OR who produced the following identification: \_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_



**PROPOSERS QUALIFICATION FORM**

**LIST MAJOR WORK PRESENTLY UNDER CONTRACT:**

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
		\$ _____
		\$ _____
		\$ _____

**LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OTHER INFORMATION ABOUT PROJECTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you, at any time, failed to complete a project?  Yes  No

**STATEMENT OF LITIGATION:**

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes  No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

\_\_\_\_\_  
\_\_\_\_\_

**FEES:**

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ \_\_\_\_\_ **Total Fees for work done on all City projects**

**REFERENCES:**

Bank(s) Maintaining Account(s): \_\_\_\_\_

\_\_\_\_\_

Surety/Underwriter: (if required) \_\_\_\_\_

\_\_\_\_\_

Other References: (Use additional sheets if necessary)

\_\_\_\_\_

\_\_\_\_\_

**TYPE OF FIRM:**

Corporation/Years in Business: \_\_\_\_\_. If firm is a corporation, please list state in which it is incorporated: \_\_\_\_\_ . If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: \_\_\_\_\_

Sole Proprietorship/Years in Business: \_\_\_\_\_

Other: Please list: \_\_\_\_\_

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

**DECLARATION STATEMENT**

City of Lake Helen  
PO Box 39  
Lake Helen, FL 32744

**RE: RFP NO. 2018-01 - “Banking Services for City of Lake Helen”**

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this proposal or in the contract to which this proposal pertains, and that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the proposal pertains.

The Proposer puts forth and agrees, if this proposal is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the proposal pertains. The Proposer states that the proposal is based upon the proposal documents listed by **RFP 2018-01**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
in the City of \_\_\_\_\_, in the State of \_\_\_\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

## INSURANCE REQUIREMENTS

### INSURANCE TYPE

### REQUIRED LIMITS

- 
- |  |   |
|--|---|
| <input checked="" type="checkbox"/> 1. Worker's Compensation   | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| <input checked="" type="checkbox"/> 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.  | <u>Bodily Injury &amp; Property Damage</u><br><br><b>\$1,000,000</b> single limit per occurrence                |
| <input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Lake Helen, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. |   |

This section does not pertain to any incident arising from the sole negligence of the City of Lake Helen.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> 4. Automobile Liability  | <b>\$ 500,000</b> Each Occurrence<br>Owned/Non-owned/Hired<br>Automobile Included |
| <input type="checkbox"/> 5. Other Insurance as indicated below:<br>Errors and Omissions or Professional<br>Malpractice Coverage  | <b>\$ 1,000,000</b> Per Occurrence  |
| <input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.  |   |
| <input checked="" type="checkbox"/> 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. |   |
| <input checked="" type="checkbox"/> 8. The City of Lake Helen must be named as " <b>ADDITIONAL INSURED</b> " on the Insurance Certificate for Commercial General Liability where required.   |   |

**INSURANCE REQUIREMENTS**  
(Continued)

9. The City of Lake Helen shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Lake Helen  
Lake Helen, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

11. The Certificate must state the **RFP** Number and Banking Services.

=====

**PROPOSER’S AND INSURANCE AGENT’S STATEMENT:**

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Insurance Agency

\_\_\_\_\_  
Signature of Proposer’s Agent

## DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under 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 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

- YES  
 NO

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

He/she is \_\_\_\_\_ of \_\_\_\_\_, Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF LAKE HELEN.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Title

My Commission Expires: \_\_\_\_\_

## REFERENCES FORM

Provide the business names, contact persons and telephone numbers of a minimum of three (3) ~~four (4)~~ references for which the firm has provided services described in this proposal for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
2. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
3. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
4. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_



**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 Lake Helen

by \_\_\_\_\_

(Print Individual's Name and Title)

for \_\_\_\_\_

(Print Name of Entity Submitting Sworn Statement)

whose business is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

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 an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material 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, nonjury 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:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. 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 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 provisions 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, and agents who are active in management of an entity, nor any

affiliates 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, and agents who are active in management of an 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, and agents who are active in management of an 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 A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Personally known \_\_\_\_\_

\_\_\_\_\_  
(Notary)

OR produced identification \_\_\_\_\_

Notary Public State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

My commission expires: \_\_\_\_\_

**VENDOR INFORMATION**

Vendor is:

- Corporation
- Partnership
- Sole Proprietorship
- Other \_\_\_\_\_(Explain)

Federal Employer Identification Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

If remittance address is different from the mailing address so indicate below.

Firm Name: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

Name & Title Printed: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



## **PUBLIC RECORDS REQUIREMENTS**

### **RECORDS / AUDITS**

The City of Lake Helen is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Volusia County, all books of account, reports and records relating to this contract.

### **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**REBECCA WITTE  
CITY OF LAKE HELEN  
327 S. Lakeview Drive  
LAKE HELEN, FL 32744  
(386)228-2121  
BWITTE@LAKEHELEN.COM**

Signature acknowledges receipt and understanding of this form.

---

Name/Title

---

Date

**RFP 2018-01 BANKING SERVICES  
QUESTIONNAIRE/STATEMENTS**

1. Describe the process by which the interest rate to be paid will be calculated, and list the last six months applicable rates. Describe the process by which the interest will be applied to the General Operating Account. If applicable, indicate the minimum interest rate guaranteed.
  
2. Describe your EFT/wire transfer department, where it is located, what the normal cut-off time is for outgoing transfers, and your incoming notification process. List any other EFT fees not specifically covered under Account Analysis Proposal Sheet.
  
3. Describe the details of how your bank administers ACH services. Include the methods by which payroll direct deposit files can be received for deposits to employees' accounts, by which utility payment files can be processed for drafting our customer's accounts, and time frames for receiving and processing these files. Describe any limitations as far as participating financial institutions.
  
4. Describe what credit card/purchasing card services you may offer.
  
5. Describe your disaster recovery plan to include specific plans related to servicing the City in the event of a disaster. Provide information regarding your ability to provide uninterrupted service.
  
6. Describe your web based services to include the ability to access account balances and activity, initiate stop payments, and transmit payroll. Describe the security features to include user identification and password maintenance. Include any other features that may be useful to the City.
  
7. Describe the current requirements for utilization of the Bank's Internet banking, including browser type and version, operating system (if applicable), and whether client software and/or dedicated hardware is required.
  
8. Describe any other technology requirements that would be required by the City.

9. Please provide a direct contact for technology questions in regard to this proposal. This contact should be someone who has specific knowledge of the Bank's technology requirements.
  
10. Describe the process and length of time required to obtain copies of a check, deposit ticket, and/or checks included in a deposit.
  
11. Provide a holiday schedule for the current year.
  
12. Describe your financial condition, stability of current conditions, and track record of effective management decisions. Indicate your rating as reported by a nationally recognized rating agency.
  
13. Include a sample of any service agreements your bank requires.
  
14. Include samples of a monthly bank statement and analysis statement.
  
15. In addition to the services described, provide information for optional/other services that the proposer feels may be of interest to the City.
  
16. How many times have you missed notification deadlines and by how much in a recent ninety day period?

17. Do you have an established maximum dollar value limit that may not be exceeded by an individual check? Do you have any restrictions regarding individual check amounts?
18. What procedures will be used to resolve overdrafts caused by funding failures as a result of improper funding from the City? As a result of the bank's error or delay in notification?
19. What is your bank's policy on daylight overdrafts?
20. Explain your institution's capabilities and experience in transmitting account reconciliation information.
21. The City requires staff be able to download bank statements within two (2) business days from the end of the month. How long will bank statements be available to view or download online?
22. In a week where there are no holidays, what is the latest possible time that the City may submit a valid ACH payroll file to ensure that its employees are paid Thursday morning? For example, by 5 p.m. Wednesday. If the City submits a valid ACH approved file by this time and for some reason the bank were to fail to process it, would the bank assume the responsibility of wiring funds to the City's employees?
23. Please list any other services that the bank would offer City employees.
24. When City staff needs assistance with online banking, will City be able to speak with a designated technical support person? If so, who is this person? How many commercial accounts does this person support?

**Designated Commercial Online Banking Technical Support Person for the City of Lake Helen:**



NAME \_\_\_\_\_

Phone Number: \_\_\_\_\_

**PROPOSAL SUMMARY FORM**  
**RFP #2018-01**  
**BANKING SERVICES**

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Name of Official Completing Proposal: \_\_\_\_\_

Title: \_\_\_\_\_

1. Type of Bank (Federal or State Charter): \_\_\_\_\_
2. Is your Bank a member of the Federal Depository Insurance Corp? Yes \_\_\_\_\_ No \_\_\_\_\_
3. Is your Bank a member of the Federal Reserve System? Yes \_\_\_\_\_ No \_\_\_\_\_
4. Moody or Standard & Poor Rating: \_\_\_\_\_ Month/Yr. Issued: \_\_\_\_\_  
Sheshunoff Bank Rating: \_\_\_\_\_ Month/Yr. Issued: \_\_\_\_\_
5. Deposits Federally insured up to: \_\_\_\_\_
6. Authorized Florida Public Depository? Yes \_\_\_\_\_ No \_\_\_\_\_
7. Location of home office: \_\_\_\_\_
8. Hours of branch closest to or within City of Lake Helen: \_\_\_\_\_
9. Please attach a list that includes location and business hours for each branch? Is list attached? Yes \_\_\_\_\_ No \_\_\_\_\_
10. Please include a copy of your audited financial statements for the last two years. Are copies attached? Yes \_\_\_\_\_ No \_\_\_\_\_
11. Please provide a summary of any litigation filed against the respondent in the past three years which is related to the services that respondent provides in the regular course of business. Is list attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
N/A \_\_\_\_\_

In accordance with your request for proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby agree if this proposal is accepted, to contract with the City of New Smyrna Beach, Florida to furnish any service requested herein and deliver the same to the City of New Smyrna Beach at the specified location.

The undersigned further declares that they have carefully examined the specifications and is thoroughly familiar with them and their provision(s). They further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without connection with any other person(s) making a proposal for the same services, and it is in all respects fair without outside control, collusion, fraud, or otherwise illegal action.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax No.

Cut and use this label for Proposal Package

CITY OF LAKE HELEN  
CITY CLERK  
327 S. Lakeview Drive  
LAKE HELEN, FL 32744

RFP 2018-01

**Banking Services**

OPENING DATE/TIME:  
April 20, 2018 by 2:00 p.m.