

February 27 , 2012

To: All Prospective Proposers

City of Key West RFP # 005-12 contains the following documents:

- a. Cover letter one (1) page in length
- b. Proposal thirty seven (37) pages in length
- c. Call for Proposals one (1) page in length

Please review your proposal package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s).

Proposers submitting proposals should ensure that the following documents are completed, certified, and returned as instructed: Anti-Kickback Affidavit, Public Entity Crimes Certification, Copy of Current Occupational License, and Local Vendor Certification, if applicable.

SUBJECT: RFP#005-12 – BANKING SERVICES

ISSUE DATE: FEBRUARY 27, 2012

PRE-PROPOSAL  
CONFERENCE: N/A

MAIL PROPOSALS TO: CITY CLERK  
CITY OF KEY WEST  
3126 FLAGLER  
KEY WEST, FL 33040

DELIVER PROPOSALS TO: SAME AS ABOVE

PROPOSALS MUST BE  
RECEIVED: MARCH 28, 2012

NOT LATER THAN: 3:00 P.M.

SUE SNIDER  
PURCHASING AGENT  
CITY OF KEY WEST

ses

Enclosures

**City of Key West, Florida**



**Request for Proposals  
for  
Banking Services  
005-12**

**Due  
March 28, 2012 at 3:00 p.m. EST**

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**City of Key West, Florida**

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# REQUEST FOR PROPOSAL FOR BANKING SERVICES

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## I. INTRODUCTION

The City of Key West, FL as the custodian of the City funds (Article VIII, Sec 1 (d) of the Florida Constitution) is currently seeking proposals from qualified public depositories (Chapter 280, Florida Statutes) interested in providing comprehensive banking services to the City. The objective of the City is to secure the most efficient and effective banking services while maintaining sufficient liquidity and protection of all the funds entrusted to the City. The City may award a contract to the best service provider with innovative ideas, which may not be the low price Proposer. The City reserves the right not to award some or all of the services contemplated herein.

### 1.1. QUALIFIED PUBLIC DEPOSITORY

1. The Proposer must meet the following criteria in compliance with Chapter 280.17, Florida Statutes:
  - a. Be designated by the Chief Financial Officer of the State of Florida as a Qualified Public Depository;
  - b. Maintain the designation of Qualified Public Depository in good standing throughout any Contract Period(s) resulting from this solicitation and the selected Proposer will be required annually to show proof of the Qualified Public Depository designation; and will immediately notify the City of any anticipated or actual loss of designation
  - c. Maintain its home office or a full service branch within the City of Key West, Florida.
2. The Proposer must provide proof of the above qualification by furnishing copies of letters, certificates, etc. which document said status. Such proof must be provided in Attachment 1, Qualified Public Depository.

## II. PROPOSAL PROCEDURES

### 2.1. SCHEDULE OF PROPOSAL

<u>Description</u>	<u>Date/Time</u>
Advertise RFP	February 27, 2012
Deadline for Proposers to submit written questions or seek clarification of the Specifications	March 9, 2012
Addendum to answer questions	March 12, 2012
Proposal Submission Deadline	March 28, 2012
Evaluations Finalized	April 2012
City Commission's Approval	May 2012
Contract Commencement Date	June 2012
Go Live Date	July 2012

### 2.2. PREPARATION OF PROPOSAL

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. An authorized representative of the bank shall sign the original proposals. All information requested shall be submitted. Failure to submit all information requested may result in a proposal being considered "non-responsive," and, therefore, rejected.

Each proposal must include an Executive Summary of not more than two (2) pages that highlights each of the key areas of the proposal and that summarizes the Proposer's case why such bank should be selected as the City's bank.

### 2.3. SUBMISSION OF PROPOSALS

Proposals must be mailed to or delivered to:

City of Key West  
3126 Flagler Ave.  
Key West, FL 33040  
Attn: Cheri Smith, City Clerk

Proposer's response to this RFP shall be due and must be received by the City Clerk-Treasurer no later than March 28, 2012 at 3:00 p.m. EST. The City shall not extend or waive this time requirement for any reason whatsoever. Proposals or amendments to proposals that arrive after March 28, 2012 at 3:00 p.m. EST will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic proposals and/or amendments to proposals shall not be accepted at any time. On March 28, 2012 at 3:00 p.m. EST all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If the Proposer elects to mail in its proposal package, the Proposer must allow sufficient time to ensure City's proper receipt of the proposal package by the time specified above. Regardless of the form of

delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at the office of the City of Key West, Florida.

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes clearly marked: **Banking Services**. One (1) Signed Original, Three (3) copies and, One (1) CD-Rom of the proposal must be submitted. All electronic versions of pricing charts must be in an "Excel format".

#### **2.4. EFFECTIVE PERIOD OF PROPOSALS**

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 120 days from the proposal date.

#### **2.5. THE REQUEST FOR PROPOSAL (RFP) PROCESS**

By publication of a Request for Proposals, the City begins an administrative process that may or may not lead to the award of a contract(s). The City may stop the process at any time, with or without cause, and nothing in the RFP document may be interpreted as an offer to purchase, procure, or otherwise acquire any product or service from any proposer or vendor.

Typically, the RFP process employs the following steps:

- RFP Publication and Distribution to interested parties
- Questions and Clarifications
- Receipt of Proposals
- Initial Proposal Evaluation
- Vendor Discussions and Fact Finding (if required)
- Final Evaluation and Ranking by the Evaluation Committee
- City's Commission Approval, top three ranked proposals to City Commission for Final Ranking.
- Contract implementation (approximately July 1 2012)

Except as specifically noted in the RFP, there is no time limit either expressed or implied on the completion of each step in the process.

#### **2.6. DISPOSITION OF PROPOSALS**

All proposals become the property of the City, and the City shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to the City with the proposal that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will be exempted from the "open records disclosure requirements" of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. The City's selection or rejection of a proposal will not affect this exemption.

#### **2.7. AWARD OF CONTRACT**

- 2.7.1. The City intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.
- 2.7.2. The City may reject any or all proposals if such action is in City's best interest.
- 2.7.3. The City may waive informalities and minor irregularities in proposals received.

- 2.7.4. The City reserves the right to evaluate proposals and award a contract without negotiations with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.
- 2.7.5. The City Commission will conduct the final ranking at a publicly held meeting.
- 2.7.6. The City reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- 2.7.7. A written notice of award will be sent to the successful offeror(s).
- 2.7.8. The City reserves the right not to use all services contained in proposal.
- 2.7.9. The City reserves the right to acquire banking services for specific activities outside the scope of this RFP and the resulting contract executed hereunder.

**2.8. EVALUATION AND AWARD CRITERIA**

The City seeks a financial institution to provide comprehensive banking services for the City. An evaluation, ranking and justification (the "Analysis") of the proposals will be made by the City's Evaluation Committee. The Evaluation Committee shall conduct an evaluation of all Proposers on the basis of the information provided with the proposal and other evaluation criteria as set forth in the RFP. The Evaluation Committee will be selected by the city manager. The evaluation of the proposals will be based on the following criteria:

Criteria	Possible Points
Customer Service/Experience, Resources and Qualifications of Team:	25 pts
Proposed Fees and Earnings Potential:	40 pts
Financial Strength:	10 pts
Scope of Services:	25 pts
<b>TOTAL SCORE</b>	<b>100 pts</b>

The City of Key West reserves the right to ask questions, seek clarifications of any or all Proposers as part of its evaluation. Only the three (3) highest ranked Proposals as determined by the Evaluation Committee will go forward to the City Commission in ranked order. City of Key West local purchasing preference ordinance applies. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Key West, all factors considered, irrespective of the Evaluation Committee ranking.

**2.9. CONTRACT TERM**

It is the intent to award a contract for an initial three (3)-year period. The City may exercise the option to renew the contract period term for an additional two years. The decision to renew or extend the contract will be at the discretion of the City. The selected Proposer will be required semi-annually to review the banking services with the City.

**2.10. CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City of Key West, Florida. Further, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in ten percent (10%) or more in the Proposer's firm or any of its branches. Should the awarded Proposer permanently or temporarily hire any City employee who is, or has been, directly involved with the Proposer prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the City.

**2.11. LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

- 2.11.1. Vendors doing business with the City are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: Employment practices, rates of pay or other compensation methods, and training selection.

**2.12. UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor/Proposer and the City of Key West, Florida for any terms and conditions not specifically stated in this Invitation for Proposal.

**2.13. MISTAKES**

In the event of extension error(s), the unit price will prevail and the total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Proposers must check their proposal where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

**2.14. EEO STATEMENT**

The City is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, marital status, national origin, handicap, age and gender.

**2.15. RFP NOTICE OF AWARD**

The top three (3) ranked firms will be notified via e-mail.

**2.16. RFP AND RELATED COSTS**

By submission of a proposal, the Proposer agrees that all costs associated with the preparation of his/her proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the City bear no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from the solicitation process.

**2.17. 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 proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real estate property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**2.18. CONFLICT OF INTEREST FORM**

Please reference Attachment 6.

**2.19. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**

The provisions of Florida Statute 768.28 applicable to the City of Key West, Florida, apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the City acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the City acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The City shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its sub-contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the City.

Provided, however, if the contract between the City and the Proposer is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Proposer to defend, indemnify or hold harmless the City, shall be limited to an obligation to indemnify or hold harmless the City, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Proposer and persons employed or utilized by the Proposer in the performance of the contract.

**2.20. CLARIFICATIONS**

It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this Request for Proposal. Proposers may contact the City's office via email: [rwittenb@keywestcity.com](mailto:rwittenb@keywestcity.com) by March 9, 2012 5:00 p.m. EST, the deadline for clarification.

**2.21. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of this proposal, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any other competitor, and;
3. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

**2.22. PRICING/AUDIT**

The awarded Proposer shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this contract. The City shall have access to such books, records, subcontract, financial operations, and documents of the Proposer or its sub-contractors as required in order to comply with this section for the purpose of inspection or audit during normal business hours at the Proposer's place of business.

**2.23. INSURANCE REQUIREMENTS**

1. Before execution of the contract by the City and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor may be asked to file with the City current certificates of all required insurance on forms acceptable to the City, which shall include the following provisions:
  - a. All insurance policies shall be issued by companies authorized to do business under the laws of the state of Florida and acceptable to the City.
  - b. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
  - c. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City.
2. The vendor shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

**2.24. COVERAGE REQUIRED**

1. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.
2. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits

shall not be less than \$500,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this CONTRACT or shall be at least twice the required occurrence limit.

3. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
4. The City of Key West, Florida shall be specifically included as an additional insured on the general liability policy.
5. All such insurance required of the vendor shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City.
6. Any exceptions to the insurance requirements in this section must be approved in writing by the City.
7. Compliance with these insurance requirements shall not relieve or limit the vendor's liabilities and obligations under this contract. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the vendor's obligation to maintain such insurance.

#### **2.25. USE OF CONTRACT BY OTHER AGENCIES**

At the option of the vendor/Proposer, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, other counties, and cities.

Each governmental agency allowed by the vendor/Proposer to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this proposal and subsequent contract award.

#### **2.26. TERMINATION OF CONTRACT**

##### **A. Termination for Default:**

The City may, by written notice to the supplier, terminate this contract for default in whole or in part (delivery orders, if applicable) if the supplier fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the City's performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the City will provide adequate written notice to the supplier through the Director of Procurement, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension of purchasing goods/services with the City. The supplier and its sureties (if any) shall be liable for any damage to the City resulting from the supplier's default of the contract. This liability includes any increased costs incurred by the City in completing contract performance.

In the event of termination by the City for any cause, the vendor will have, in no event, any claim against the City for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the City the vendor shall:

- a. Stop orders/work on the date and to the extent specified.
- b. Terminate and settle all orders and/or subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the City.
- d. Continue and complete all parts of that work that have not been terminated.

If the supplier's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the supplier's, the contract shall not be terminated for default. Examples of such causes include (1) Acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

#### **B. Termination for Convenience:**

The City, by written notice, may terminate this contract, in whole or in part, when it is in the City's best interest. If this contract is terminated, the City shall be liable only for goods or services delivered and accepted. The City Notice of Termination may provide the supplier thirty (30) days prior notice before it becomes effective. However, at the City's sole option, a termination for convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

#### **2.27. ASSIGNMENT AND AMENDMENT OF CONTRACT**

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of the City. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and City with the same degree of formality evidenced in the contract resulting from this RFP.

**2.28. INDEPENDENT PARTIES**

Except as expressly provided otherwise in the contract resulting from this RFP, if any, City and the Proposer shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

**2.29. PERFORMANCE INVESTIGATIONS**

As part of its evaluation process, City may make investigations to determine the ability of the Proposer to perform under this RFP. City reserves the right to REJECT any proposal if the Proposer fails to satisfy City that it is properly qualified to carry out the obligations under this RFP.

**2.30. SEVERABILITY**

If any provision of the contract resulting from this RFP, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

**2.31. GOVERNING LAW AND VENUE**

This RFP and resulting contract and any disputes there under will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. City and Proposer hereby agree that this RFP and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in City of Key West, Florida, Florida.

**2.32. SUBCONTRACTS**

The Proposer is fully responsible for all work performed under the contract resulting from this RFP, if any. The Proposer may, with the prior written consent of City, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Proposer's response to this RFP. No subcontract shall be implemented or effective until approved in writing by City. No subcontract(s), which the Proposer enters into under the contract resulting from this RFP, if any, shall in any way relieve the Proposer of any responsibility for performance of its duties under such contract. Proposer is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Proposer.

**2.33. CONTRACTUAL PRECEDENCE**

This RFP shall be included and incorporated in the final contract. The order for contract precedence will be the Contract, City's RFP and RFP Specifications, and Proposer's RFP Response.

## **2.34. ADDITIONAL TERMS AND CONDITIONS**

- 2.34.1. Failure to observe any of the instructions or conditions in this Request for Proposal may constitute grounds for rejection.
- 2.34.2. The City reserves the right to request an interview with any Proposer to determine service capabilities in greater detail and to clarify any unclear areas in the proposals.  
This may include a site visit to the Proposer's facilities. The City will not be liable for any costs incurred by the Proposer in connection with such an interview (i.e., travel, accommodations, etc.).
- 2.34.3. In the event the Proposer to whom the contract is awarded does not execute a contract within (15) fifteen days of such award, the City may give notice to such Proposer of intent to award the contract to another Proposer, or to call for new proposals.
- 2.34.4. By submitting a proposal, the Proposer certifies that the bank officer has fully read and understands this RFP and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
- 2.34.5. The Proposer shall furnish such additional information as the City may reasonably require. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate.
- 2.34.6. This RFP contains an anticipated number of transactions. Although this is the City's average volumes over the past twelve months, the City cannot guarantee that such will be the monthly transaction volumes.
- 2.34.7. It is understood that any firm or institution awarded a contract under this Request for Proposal shall maintain the appropriate insurance(s) as indicated in, Indemnification and Insurance Requirements, for the total time period of this contract including any extensions.
- 2.34.8. The City may consider the cost associated with changing financial institutions in addition to the results of the Award Criteria.

### **III. SCOPE OF SERVICES/ MINIMUM SERVICES REQUIRED**

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

- 3.1. Must maintain its home office or a full service branch bank within the City of Key West, Florida. Please provide a street address for each bank branch in the City.
- 3.2. Establish demand deposit accounts as may be necessary to meet the banking requirements of the City. Post deposit and withdrawals in a timely manner.
- 3.3. Provide the City electronic copies of all debit and credit adjustment memos.
- 3.4. Provide the City all the necessary deposit slips.
- 3.5. Provide the City with an accelerated float collection schedule.
- 3.6. Provide the City all the software and training necessary to access and utilize the Proposer's on-line systems.
- 3.7. Provide the City with on-line access that equals or exceeds the safety, security and encryption standards established by the information and technology industry.
- 3.8. Disburse funds via repetitive and non-repetitive wire transfer from an on-line system.
- 3.9. Accept and send all ACH transactions (payroll, disbursement and deposit) and provide on-line notification of ACH deposits the same day.
- 3.10. Provide automated on-line balance reporting services for all City accounts. Available information should include: closing ledger, closing collected, opening ledger, opening collected, float, previous day debit and credit detail (including bankcard deposits, ZBA transfers), and ACH credit and debit detail.
- 3.11. Provide the ability to place on-line stop payments and cancelation of issues and on-line access to information regarding cleared, canceled, returned and stop payment checks.
- 3.12. After minimum concentration account balance requirements are met, if applicable, sweep any excess cash balances into an approved overnight investment vehicle. Proposer must submit proposals offering services based on an actual cost basis. Typically, \$6,000,000. to \$9,000,000 is available for an overnight investment. Please note: the \$9,000,000 as represented in the "Banking Services Chart" (13.1) is a 2011 average, and going forward this may not be the case.
- 3.13. Provide online monthly activity statements and reports for all accounts. These statements will include a monthly account analysis. The statement cutoff must be the last day of the month. Statements must be sent no later than the 10th of the following month. The City requires on-line month end statements for both bank account activity and for analysis statements.
- 3.14. Provide the City with the capability to retrieve all reports and images on-line.
- 3.15. Secure the City accounts with ACH Blocks and/or Filters as needed.
- 3.16. Provide money market accounts for the investment of cash not used during the course of several days.

- 3.17. The Proposer will provide overdraft protection services to the City. In the event of an overdraft, presented checks shall be paid by the bank after confirmation by the City.
- 3.18. Provide cashing of the City created checks at no charge to payee.
- 3.19. Provide a dedicated Customer Service Representative to service the City's accounts.
- 3.20. Provide the City with Semi-annual Treasury Review focused on new services available, and services that will streamline the current banking process as necessary.

#### **IV. INFORMATION REQUESTED**

##### **4.1. QUALIFICATIONS AND EXPERIENCE**

- 4.1.1. Describe the organization, date founded, ownership, and other business affiliations.
- 4.1.2. Provide the address of the office location that will service the account.
- 4.1.3. Describe the experience of the financial institution in providing similar services for other Florida, City clients.
- 4.1.4. Include one (1) copy of the most recent audited financial statement with the proposal. If available, please provide an online address or link to your most recently audited financial statements.
- 4.1.5. Provide a list of branch addresses for banking centers located in near each of the City's locations (Attachment 3).

##### **4.2. PERSONNEL**

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

##### **4.3. INTEREST EARNED, AND EARNINGS CREDITS**

- 4.3.1. The bank must invest the collected balance of all accounts at 6:00 P.M. Eastern Standard Time at the proposed investment rate and in compliance with the City's investment policy. The collected balance must include any wire transfers received during the day, less any outgoing wire transfers. Interest earned and fees charged will be posted monthly. The total average collected balance of all accounts is included in Attachment 5. In the event that any account has a negative collected balance, interest charged on any overdrawn accounts will be calculated using the same formula by which the account receives interest. The Proposer will not assess any fees or penalties on the negative balance or fees for transfers between City accounts.

- 4.3.2. Quote the interest rate the Proposer is currently offering the City on funds remaining in an account overnight (Attachment 4) and an interest rate floor. If a Public Funds account is available to the City, describe how interest will be calculated and credited on all accounts. Be specific.
- 4.3.3. Describe the method used to calculate the earnings credit rate (ECR). Are the reserve requirement and FDIC charges deducted from the available balance before the ECR is calculated? If not, please include in the bank explanation the impact of the bank reserve requirements and/or FDIC charges. Also include the bank formula for converting service charges to balance requirements and a listing of the bank earnings credits and reserve requirements for the last 12 months.

#### 4.4. **DEPOSIT PROCESSING**

The City collects checks at its locations throughout the City of Key West, Florida as listed on Attachment 3. Many of these locations will deposit checks directly into a local bank. Based on this information please provide answers to the following questions.

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

4.4.9. Provide a list of the bank's holidays.

**4.5. DEPOSIT VERIFICATION**

4.5.1. How will the Proposer return the validated deposit to the City? Within what time frame?

4.5.2. Does the Proposer identify and adjust all discrepancies?

a. If no, at what dollar amount does the Proposer write off discrepancies?

b. What is the standard procedure for reporting deposit adjustments? What additional options are available (e.g., copies to multiple locations)?

4.5.3. What is the Proposer's policy on receipt of tampered deposit bags?

4.5.4. When counterfeit bills are discovered, what are the Proposer's notification and adjustment policy and process?

**4.6. VAULT SERVICES**

4.6.1. Does the Proposer have an automated vault service? Describe the deposit and change order procedures, cut-off times, and other features of this system.

4.6.2. Does the Proposer offer Courier Service? Will it provide this service to the City? If so, what is the cost of this service?

4.6.3. Based on the City's volume of cash would the courier need to go to a cash vault?

**4.7. RETURN ITEM PROCESSING**

4.7.1. Can return items be automatically re-deposited? If so, how many times?

4.7.2. Does the Proposer have an electronic return notification? If so, what type of information is available? Can the data be customized?

a. Is there a separate record for each returned item?

b. Can these records identify the depositing location and the type of item being returned (e.g., personal check, traveler's check, and money order)?

c. Are imaged documents available on-line?

4.7.3. Does the Proposer have a policy to refuse return items not sent through the system in a timely manner?

4.7.4. Does the Proposer assign float to return items? If so, describe.

4.7.5. Does the Proposer have the ability to convert a returned check into an ACH item (RCK)?

4.7.6. Describe any advantages and disadvantages to the City for using RCK?

**4.8. WIRE TRANSFERS**

- 4.8.1. What are the beginning and ending cut-off times in Eastern Standard Time for initiating wire transfers to ensure same-day execution? Is the time the same for telephone call in wires?
- 4.8.2. What is the cut-off time for receiving incoming domestic wire transfers in order to receive same day credit?
- 4.8.3. How does the City track the status of transfers once the transfer is in the system (input, approved and released)? How does this differ for telephone initiated wire transfers?
- 4.8.4. How is access to the Proposer's wire transfer system controlled?
- 4.8.5. Does the Proposer offer its customers dual control release options (intermediary approval level) for electronically initiated transfers? If so, describe.
- 4.8.6. Are security access codes (passwords) encrypted or authenticated? How often is the password required to be changed? Is a Log-on Audit Report available that shows all log-ons over a given period, including User ID, date and time?
- 4.8.7. Can dollar limits by user and function be established for single transaction amounts and daily aggregate amounts?
- 4.8.8. Can the Proposer's on-line wire system create non-repetitive wires in U.S. Denominated currency?

**4.9. DISASTER RECOVERY AND CONTROL**

- 4.9.1. Describe the bank's electronic data procedures and/or manual system used to provide banking services along with backup and recovery capabilities, in the event of a disaster.
- 4.9.2. Are off-site facilities strategically located away from each other in the event of a disaster?
- 4.9.3. How quickly can the "hot" site be implemented in case of an emergency?
- 4.9.4. Provide a description of the controls in place to insure the integrity of the funds transfer system.
- 4.9.5. Describe the types of insurance and bonding carried.
- 4.9.6. How often are emergency operations tested? How are they tested?

**4.10. ACCOUNT REPORTING**

- 4.10.1. Will the account reporting system provide beginning and ending ledger (book) balances, collected balances, available balances, and float assignment?
- 4.10.2. What current-day reporting is available through the reporting system?
- 4.10.3. How many business days is data stored on the Proposer's reporting system and available for the City to access?
- 4.10.4. What technical specifications will be required of the City's system?

- 4.10.5. Is specific software required to communicate with the Proposer's system and how many systems are required to be maintained? Include but not limited to:
- Does your service require a stand alone PC? Can your service co-exist on the same PC with other software?
  - List any additional peripheral hardware that maybe required for optimal performance of your service.
  - Can the software be accessible in a Citrix environment?
- 4.10.6 Security/Administrative Rights/User Security
- Discuss the methods used to authenticate items such as users, files, locations, or other identifying criteria
  - Describe the process we would use to establish and verify user profiles.
  - How does the user authentication expire?
- 4.10.7. Automated balance-reporting services for the City's accounts should be provided. Ledger and collected balances should be available for opening and current day. Transaction details for prior and current day should include debit and credits (i.e. wire transfers, ACH transactions, bankcard deposits, ZBA transfers).

**4.11. OVERDRAFTS**

It is not the intention of the City to overdraw any account. In the event of an overdraft, all checks presented for payment must be paid. The City or designee shall confirm wires or ACH transfers that will result in an overdraft. The Proposer shall complete the wire/ACH transfer after confirmation. No service fee shall be charged to the City for overdrafts.

**4.12. STOP PAYMENTS**

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

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

**4.13. Additional Services and Technological Innovation**

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

**V. CUSTOMER SERVICE AND QUALITY**

- 5.1. The City requires a dedicated customer service representative be assigned to handle the City account.
- a. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.
  - b. Is local customer service support available for the City's accounts?
- 5.2. What are the hours of operation of the Proposer's service unit? [Specify time]
- 5.3. How does the Proposer handle inquiries requiring research and adjustments? The City requires supporting documentation on any debit or credit correction memo.
- 5.4. Are there established turn-around times for research and adjustment items? If yes, specify.
- 5.5. Does the Proposer provide technical customer support for computer hardware, software, and communications problems?

**VI. BANK FEES**

- 6.1. Provide the proposed prices for the list of banking services as presented on the Prices and Services Chart in Section XVII. Prices must be guaranteed for the five (5) year term of the contract. In an extended contract period the Proposer has the right to increase services charges. If the Proposer increases these charges, the Proposer must notify the City in writing six (6) months prior to the price increase, of the amount of the increase and the period the increase is effective. It is then the City's option to extend the contract or re-proposal the services.
- 6.2. The City requests that deposit slips be furnished by the Proposer at no cost to the City. Under these circumstances, would the City order deposit slips through the Proposer or directly from a vendor?
- 6.3. The City requests the Proposer to cash City created checks without charge to the payee. Will any charges incurred be passed through to the City? If so, please list these in Section 15.1. What controls are in place to minimize check fraud?
- 6.4. Will the Proposer charge any one time implementation fees to the City for setting up new services? Please explain these fees if not included in your pricing proposal.
- 6.5. Does the Proposer charge for use of uncollected funds? If so, how is the charge calculated?
- 6.6. How soon after the close of the billing period is the account analysis available to the City?
- 6.7. How are adjustments reflected on the account analysis?
- 6.8. Is the Proposer's account analysis available electronically via the Internet?
- 6.9. Please describe the procedures used to adjust Proposer statements and to assure corresponding adjustment to account analysis statement. How is the adjustment handled if the analysis period has already ended?

6.10. Please list any additional fees for additional services not specifically requested related to conversion, training, and/or other Banking Services. Fees for Banking Services not indicated within this proposal will be considered provided at no additional cost than what is submitted in the proposal.

6.11. Please provide a sample invoice for the City account.

## **VII. PAYMENT FOR BANKING SERVICES**

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

## **VIII. STRENGTH OF FINANCIAL INSTITUTION**

8.1. Please provide the collateral level that your bank is required to post for Florida Public Deposits.

8.2. Please, provide ratings for you from two of the following agencies: Standard & Poor's, Moody's, Fitch. Include ratings for: Commercial Paper, Long-Term Debt for the bank entity and Moody's Bank Financial Rating.

## **IX. CONVERSION AND IMPLEMENTATION**

9.1. Describe a conversion plan to transfer assets of the City to your financial institution.

9.2. What is the lead time required for conversion and implementation, based on a start date of July 1, 2012. What are the critical factors that may impact that lead time??

9.3. Indicate your plans and all costs associated with the conversion and for educating and training the City employees in the use of your systems.

9.4. Provide a copy of all agreements that will be required to initiate the banking services agreement.

9.5. Provide a detailed description of the implementation process, including testing and a sample implementation schedule.

9.6. Does the Proposer assign an implementation team? If so, is an Implementation Manager assigned?

**X. REPORTING**

Please provide copies of the reports most likely to be used by the City based on the services recommended by the Proposer.

**XI. REFERENCES**

Provide three (3) public references within the state of Florida, (if possible, where similar services were provided), including the length of time the Proposer has provided services, client name, contact personnel, address, and phone number. The City may contact these references during the evaluation process. If three Florida public references are not possible, provide three private references whose banking services most closely resemble the account structure used by the City.

**XII. CURRENT BANKING ENVIROMENT**

See attachment 3 for narrative.

**XIII. PRICES AND SERVICES CHARTS**

Listed below is a monthly average of activity for the period January 2011 – December 2011. Volumes are estimated and not guaranteed as minimums or maximums. Based on the information contained in this proposal, provide unit charges for the new services. The Proposer must use this format, adding any other service fees that will be charged. Additionally, Proposers are requested to provide the information below electronically (Excel is preferred) to the City. Information on additional recommended banking services not covered in the proposal must be added in Attachment 7. Fees not included on the following table should be included at the bottom of each section as applicable.

**13.1. Banking Services Chart**

<b><u>Banking Services</u></b>	<b><u>Average Volume</u></b>	<b><u>Unit Price</u></b>	<b><u>Monthly Fee</u></b>
<b><i>Pooled Cash Account</i></b>			
ACH Monthly Maintenance Fee	1	0.00	0.00
ACH File Fees	10	0.00	0.00
ACH Per Item	4,172	0.00	0.00
Coin Bags	158	0.00	0.00
Maintenance Fee	1	0.00	0.00
Debits Processed	7	0.00	0.00
Credits Processed	643	0.00	0.00
ACH Credits Fee	383	0.00	0.00
On Us Item Fee	1,492	0.00	0.00
Foreign Item Fee 1	4,963	0.00	0.00
Chargeback Redeposit	9	0.00	0.00
Chargeback Fee	6	0.00	0.00
Outgoing Wire	6	0.00	0.00
Incoming Wire	0	0.00	0.00
Stop Payment Fee	0	0.00	0.00
<b><i>Payroll Account</i></b>			

<b>Banking Services</b>	<b>Average Volume</b>	<b>Unit Price</b>	<b>Monthly Fee</b>
ACH Monthly Maintenance Fee	0	0.00	0.00
ACH File Fees	0	0.00	0.00
ACH Per Item	0	0.00	0.00
Coin Bags	0	0.00	0.00
Maintenance Fee	1	0.00	0.00
Debits Processed	130	0.00	0.00
Credits Processed	1	0.00	0.00
ACH Credits Fee	0	0.00	0.00
On Us Item Fee	0	0.00	0.00
Foreign Item Fee 1	0	0.00	0.00
Chargeback Redeposit	0	0.00	0.00
Chargeback Fee	0	0.00	0.00
Outgoing Wire	0	0.00	0.00
Incoming Wire	0	0.00	0.00
Stop Payment Fee	0	0.00	0.00
<b>Operating Account</b>			
ACH Monthly Maintenance Fee	0	0.00	0.00
ACH File Fees	0	0.00	0.00
ACH Per Item	0	0.00	0.00
Coin Bags	0	0.00	0.00
Maintenance Fee	1	0.00	0.00
Debits Processed	445	0.00	0.00
Credits Processed	0	0.00	0.00
ACH Credits Fee	0	0.00	0.00
On Us Item Fee	0	0.00	0.00
Foreign Item Fee 1	0	0.00	0.00
Chargeback Redeposit	0	0.00	0.00
Chargeback Fee	0	0.00	0.00
Outgoing Wire	0	0.00	0.00
Incoming Wire	0	0.00	0.00
Stop Payment Fee	1	0.00	0.00
<b>Online Credit Card Payment Account</b>			
ACH Monthly Maintenance Fee	0	0.00	\$0.00
ACH File Fees	0		
ACH Per Item	0		
Coin Bags	0		
Maintenance Fee	0		
Debits Processed	0		
Credits Processed	6		
ACH Credits Fee	6		
On Us Item Fee	0		
Foreign Item Fee 1	0		
Chargeback Redeposit	0		
Chargeback Fee	0		
Outgoing Wire	0		
Incoming Wire	0		

<b>Banking Services</b>	<b>Average Volume</b>	<b>Unit Price</b>	<b>Monthly Fee</b>
Stop Payment Fee	0		
<b>Police Investigation Account</b>			
ACH Monthly Maintenance Fee	0		
ACH File Fees	0		
ACH Per Item	0		
Coin Bags	0		
Maintenance Fee	1		
Debits Processed	0		
Credits Processed	0		
ACH Credits Fee	0		
On Us Item Fee	0		
Foreign Item Fee 1	0		
Chargeback Redeposit	0		
Chargeback Fee	0		
Outgoing Wire	0		
Incoming Wire	0		
Stop Payment Fee	0		

Average Collected Balance	\$9,000,000
Current Earnings Credit Rate	%
Floor Rate for ECR	%
FDIC Assessment	
Fee Waiver (if applicable)	
Current Interest Rate	%
Floor Interest Rate	%

#### **XIV. ATTACHMENTS**

- Attachment 1 – Qualified Public Depository**
- Attachment 2 – Equal Employment Opportunity Statement**
- Attachment 3 - Current Banking Environment**
- Attachment 4 – Interest Rates**
- Attachment 5 – Statement on Public Entity Crimes**
- Attachment 6 – Conflict/Non conflict of interest statement**
- Attachment 7 – Permit Requirements**
- Attachment 8 – Anti-Kickback**
- Attachment 9 – Local Vendor Certification**

**ATTACHMENT 1**

**QUALIFIED PUBLIC DEPOSITORY**

ATTACHMENT 2

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The undersigned Proposer, by the signature below, represents that the foregoing information is true and correct. The undersigned Proposer, by the signature below, provides assurances to the City of its compliance with Federal, State and City affirmative action and equal employment opportunity requirements. The undersigned Proposer further assures that it and its sub-contractors/sub-recipients facilities are accessible to the handicapped (if applicable).

IN WITNESS WHEREOF, this Equal Employment Opportunity Statement is hereby signed as of the date indicated.

PROPOSER: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Authorized Signature signed in ink before a  
Notary Public

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Typed name of person signing above

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title of person signing above

\_\_\_\_\_  
Date signed:

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

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

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

## ATTACHMENT 3

### Current Banking Environment

**A. General** – The City is looking for the most beneficial account type(s) that will provide the most service and least cost for the amount of activity of each account. The City desires to maximize the amount of cash available for investment purposes.

**B. Accounts Included**

Currently banking services are being conducted with the following accounts.

**Pooled Cash Concentration Account** - All deposits of the City are made into the Pooled Cash account and this account is used to fund checks presented in the accounts payable and payroll accounts.

**Payroll Zero Balance Account** – All employee wage payments are made against this account. When checks are presented they are funded by the Pooled Cash account.

**Accounts Payable Zero Balance** – All vendor payments are made against this account. When checks are presented they are funded by the Pooled Cash account.

**Online Credit Card Account** - This account is used for processing all utility credit card payments made on-line when using the City's on-line payment software.

**Police Investigative Fund** - used as a standard checking account for police investigative needs.

**C. Account Structure**

- a. **Pooled Cash Concentration Account** – All deposits are made into the Pooled Cash account. That represents 600-700 bank deposits per month in addition to around 400 ACH credits into the account monthly. The funds in the account are swept into the two zero balance accounts when checks are presented for payments. The average bank collected balance in the account earns interest monthly. The City reserves the right to make investment in other options using the funds of the Pooled Cash account.
- b. **Payroll Zero Balance Clearing** – All payroll checks are presented against this account approximately 150 per month. The account maintains a zero balance as checks are presented the bank sweeps the Pooled Cash account to offset the charges. Most of the City's payroll is directly deposited into employee accounts this represents approximately 1100 ACH payroll items monthly.
- c. **Accounts Payable Zero Balance Clearing** – All accounts payable checks are presented against this account, approximately 450 per month. The account maintains a zero balance as checks are presented the bank sweeps the Pooled Cash account to offset the charges. Currently no ACH files are generated through the accounts payable process.
- d. **Online Credit Card** – This account is used to account for credit card payments made by customers using the City's online web based software. Currently the City only uses this account for utility payments on-line. Monthly upon reconciliation the proceeds in this account are transferred to the Pooled Cash account.
- e. **Police Investigative Fund** – This account is used as a checking account for the police department when special needs arise. The volume in this account is minimal with only one or two transactions per month.

#### D. Revenue Collection

The City collects revenue at numerous locations throughout the city.

Location	Days collecting	Transmitted	Type of Collection	Annual Volume
Transfer Station Rockland Key	Mon - Sat	Monday - Friday to Reveune Dept via courier	Cash, Checks, Credit Cards	\$115,000
Garrison Bight Marina	Mon - Sun	Monday - Sun to Key West Bight Marina	Cash, Checks, Credit Cards	\$1,500,000
Key West Bight Marina	Mon - Sun	Mon, Wends, Fri - Private armored car pick deliver to Bank. Monday - Friday rent payment to revenue for posting	Cash, Checks, Credit Cards	\$5,000,000
Key West DOT Office	Mon - Fri	Monday - Friday to Reveune Dept via courier	Cash, Checks	\$100,000
Key West DOT Buses	Mon - Sat	Monday - Sat to Reveune Dept via courier	Cash, Coins	\$500,000
Building Department	Mon - Fri	Monday - Friday to Reveune Dept via courier	Cash, Checks, Credit Cards	\$2,500,000
Parking Meters/Pay Stations	Mon - Fri as needed	Monday - Friday to Reveune Dept via courier	Coins, Credit Cards	\$3,300,000
Parking Enforcement	Mon - Fri	Monday - Friday to Reveune Dept via courier	Cash, Checks, Credit Cards	\$650,000
Cemetery	Mon - Fri	Monday - Friday to Reveune Dept via courier	Checks	\$50,000
Port	Mon - Fri	Monday - Friday to Reveune Dept via courier	Checks	\$3,500,000
Code Enforcement	Mon - Fri	Monday - Friday to Reveune Dept via courier	Cash, Checks	\$85,000
Revenue/Utilities	Mon - Fri	Collected on site, on-line	Cash, Checks, Credit Cards, ACH	\$16,000,000
Finance	Mon - Fri	Monday - Friday to Reveune Dept via courier	Checks, EFT	\$35,000,000

The Revenue department located at 3126 Flagler Ave. Key West, receives deposits Monday thru Saturday from the various locations listed above. Revenue verifies the deposit amounts received from the various locations and prepares the deposits for armored car pick up. Revenue also services walk up clients and processes all utility payments. Daily (mon-fri) a private armored car service picks up the daily deposits from Revenue and transmits to the bank for processing.



5

**ATTACHMENT 5**

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 \_\_\_\_\_  
by \_\_\_\_\_  
(Print individual's name and title)  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social security Number of the individual signing  
this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or 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 "conviction" as defined in Paragraph 287.133(1)(g), 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 of information after July 01, 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:
1. A predecessor or successor of a person convicted of a public entity crime;
- or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. the term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of 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 of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 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 ONE (1) 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 THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority \_\_\_\_\_ who, after first being sworn by me, (name of individual) affixed his/her signature in the space provided above of this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
NOTARY PUBLIC

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

ATTACHMENT 6

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

**CHECK ONE**

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

**CHECK ONE**

- The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

BUSINESS TAX RECEIPT  
REQUIREMENT AND COST

\$1,102.50 per year if physically located in Key West

Plus \$183.75 per ATM

**ATTACHMENT 8**

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA

SS

COUNTY OF MONROE

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: \_\_\_\_\_  
\_\_\_\_\_

sworn and prescribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

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

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**ATTACHMENT 9**

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. *Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.*
- b. *Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.*
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - o Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - o Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent)      Name of corporation acknowledging)  
or has produced \_\_\_\_\_ as identification  
(type of identification)

\_\_\_\_\_  
Signature of Notary

Return Completed form with  
Supporting documents to:  
City of Key West Purchasing

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

## CALL FOR PROPOSALS

NOTICE is hereby given to prospective Proposers that sealed proposals will be received by the CITY OF KEY WEST by the office of the City Clerk, 3126 Flagler Ave, Key West, Florida 33040, until 3:00 P.M. March 28, 2012 for RFP# 005-12 – Banking Services.

Proposals will be opened in the office of the City Clerk then and there. Late Proposals will not be considered. SPECIFICATIONS AND DOCUMENTS may be obtained from DemandStar by Onvia at [www.demandstar.com/supplier](http://www.demandstar.com/supplier), City of Key West at [www.keywestcity.com](http://www.keywestcity.com), or by calling 1.800.711.1712. One (1) original and three (3) copies of the proposal and one (1) copy via compact disk or USB drive in PDF format are to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: RFP # 005-12 – Banking Services, addressed and delivered to:

CITY CLERK  
CITY OF KEY WEST FLORIDA  
CITY HALL, 3126 FLAGLER AVENUE  
KEY WEST, FLORIDA 33040

At the time of the award, the successful Proposer must show satisfactory documentation of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the proposal in question. The City may reject bids: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its proposal, (3) if the Proposer does not strictly conform to the law or is non-responsive to proposal requirements, (4) if the Proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the Proposal unnecessary or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.