

Request for Proposal

552-9100

5-YEAR CONTRACT FOR FULL-SERVICE BANKING AND INVESTMENT SERVICES

**Opens: September 24, 2004
2:00 p.m.**



City of Fort Lauderdale

**Issued for the Finance Department/Treasury Division
By the Procurement & Materials Management Division**

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General Conditions, Form G-107A, Rv. 7/01

ATTACHMENTS 1 THROUGH 6, included as a separate document to the RFP.

Note: Attachment 1 must be completed by proposer and returned in both a hard copy and on a disk

PART 1 - INTRODUCTION/INFORMATION:

1. Purpose: The City is seeking to contract with one full service banking institution to provide for all the City's banking requirements, The successful Contractor shall have the ability and capacity to provide innovative banking and investment services for all funds not restricted by law or bond covenants. The main objectives are: a) to obtain the best banking services; b) minimize the cost of banking services to the taxpayers of the City; c) to preserve capital, protect investment principal, and maximize the return on liquid assets while avoiding unreasonable risk.

2. ADDITIONAL INFORMATION: For information concerning procedures for responding to this Request for Proposal (RFP), contact Procurement Specialist, Linda Wilson, at (954) 828-5146. Technical questions may be referred to Director of Finance, Terry Sharp, at (954) 828-5165 or Elise Hogan, Accountant II, at (954) 828-6363. Material changes, if any, to the technical specifications or RFP procedures will only be transmitted by written addendum.

3. PRE-PROPOSAL CONFERENCE: A non-mandatory pre-proposal conference will be held on the day and time noted in the RFP schedule, in the Finance Conference Room, located on the sixth floor, City Hall, 100 N. Andrews Avenue, Ft. Lauderdale, Fl., to address any questions or clarify any items contained in the RFP. **For this conference to be of maximum benefit to all, Proposers are requested to fax or e-mail their questions prior to the Pre-proposal conference. Fax Questions should be marked with the RFP Number and title, and be faxed to Linda Wilson, at (954) 828-5576.** Questions may be submitted to the Procurement Division, in writing via e-mail to lwilson@fortlauderdale.gov or brought to the meeting for discussion.

A written addendum, if necessary, will be issued within **three (3)** days of the pre-proposal conference. No variation in price or service shall be permitted based upon a claim of ignorance. Submission of a Proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the services required.

4. CONTRACT TERM: The initial term of the contract will be for a period of five (5) years. The City reserves the right to extend the contract for up to five (5), one year extension terms (maximum 10 years), providing: a) all terms, conditions and specifications remain the same, b) both parties agree to the extension, and c) such extension is approved by the City. **The anticipated contract starting date will be January 1, 2005, unless another date is determined by the City Commission to be more practical.**

4.1. Modifications and Amendments: During the initial period of the contract, or any extension thereof, the City reserves the right to restate and/or renegotiate with the bank (hereinafter referred to as the Contractor) such additions, deletions, or changes as may be necessitated by law, changed circumstances, or changes in banking technology of which the City may wish to avail itself. Additional services, if required, shall be at prevailing market rates and in proportion to existing fees.

4.2 Pricing Adjustments: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%) or the CPI, whichever is lesser. The yearly increase or decrease in the CPI shall be that latest Index published and available for the year then

ended, prior to the end of the contract year then in effect, as compared to the index for the comparable one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety days (90) prior to the contract anniversary date. Any approved cost adjustments shall become effective on the effective date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or are considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract will be considered cancelled on the scheduled expiration date.

6. NON-DISCRIMINATION, MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:

There shall be no discrimination as to race, sex, color, creed, or national origin in the operations conducted under this contract.

It is the desire of the City of Fort Lauderdale to increase the participation of minority and women-owned businesses in its procurements. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their responses a narrative describing past accomplishments and intended actions in this area.

If it is the intention of the Proposer to subcontract any portion of the Contract, the City would encourage Proposer to consider the engagement of a qualified Minority Business Enterprise (MBE) or Women Business Enterprise (WBE) firm. Proposer must state any intended use of M/WBE in the performance of the Contract services, including the names of proposed subcontractors clearly identified in your RFP response. If Proposer is considered for award, he/she may be asked to meet with City staff so that the intended MBE/WBE participants can be formalized and included in the subsequent contract.

6.1. Certification by Broward County, Florida: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/Proposer is claiming minority status in accordance with Section 1.08 of the general Conditions, then said **awarded contractor/Proposer will apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity.** Contractor/Proposer will provide documentation of application status, and once approved or disapproved by Broward County, will also provide that documentation to the Procurement Division of the City of Fort Lauderdale.

Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal.

See General Conditions, Section 1.08 for MBE and WBE definitions.

PART II - RFP SCHEDULE: ****TENTATIVE****

Release Notice of RFP Availability	8/20/04
LAST DATE FOR RECEIPT OF QUESTIONS OF A MATERIAL NATURE	8/30/04 5:00 PM
PRE-PROPOSAL MEETING - IT CONFERENCE ROOM 2nd FLOOR – CITY HALL	10:00 AM 9/01/04
Addendum Release, if required	9/03/04
RFP OPENS	9/24/2004 2:00 PM
Preliminary Evaluation Committee Review, and And if possible, Short listing	Week of 10/4/04
Evaluation Committee Meeting to review clarifications, And/or Oral Presentations (if necessary), and final ranking	10/18/04
Anticipated City Commission Approval	11/16/2004
Anticipated CONTRACT START DATE:	01/01/ 2005

Proposers should be aware that the City wishes to complete the RFP process according to a schedule, which is identical to, or closely follows, the schedule contained in this RFP.

PART III - SPECIAL CONDITIONS

1. RULES AND PROPOSALS: The signer(s) of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

2. VARIANCES: While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of the variances taken will be considered in determining proposal responsiveness, and in allocating proposal evaluation points. (See Evaluation & Award, Part V.)

3. CONFIDENTIAL INFORMATION: Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the City in connection with all Proposer's responses shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after the RFP opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

4. INVOICES: The City will accept invoices no more frequently than one per month. Each invoice shall be accompanied by records fully detail the hourly costs, and all related costs, if applicable, and shall specify the status of the particular task or project, as of the date of the invoice. The City will endeavor to pay all invoices completely within thirty (30) days of acceptance of the invoice, except for items questioned. The City will make every effort to notify the Contractor within ten (10) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

5. RECORDS: The Contractor shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendations for changes, additions or deletions by the City's Internal Auditor must be complied with by the Contractor. The City's Internal Auditor must be permitted, during normal business hours, to audit and examine the books of account, reports and records relating to this contract.

6. ADDITION OR DELETION OF SERVICES: The City may require services of a similar nature for items not specifically listed in the RFP during the Contract term. The Contractor agrees to provide such services, and shall provide the City prices or contractual terms on such additional services based on a formula or method that is the same as, or similar to, that used in establishing the prices or contractual terms in his/her RFP proposal. If the price(s) or term(s) offered are not acceptable to the City, and an agreement cannot be reached to the satisfaction of the City, the City reserves the right to procure those services from other qualified Contractors.

The City reserves the right to delete any portion of this Contract at any time without cause, and if

such right is exercised by the City the total fee shall be increased or reduced in the same ratio as the estimated cost of the work added or deleted to the estimated cost of the work originally planned.

7. SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Manager, or designee.

8. SUBSTITUTION OF PERSONNEL: In the event the Consultant wishes to substitute any key personnel for those listed in his proposal, the City shall receive prior notice and shall have the right to review and approve such substitutions.

If the City has reasonable evidence to believe that an employee of the Consultant, working on City property, is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Consultant to resolve the situation to the City's satisfaction. However, the Consultant shall not be required to institute or pursue to completion any action if to do so would violate any law, statute, City ordinance, contract of employment, or union agreement.

9. CONFLICT OF INTEREST: Proposers are required to include a disclosure statement of any potential conflict of interest the firm may have due to other clients, current or former employees, contracts or interests associated with this project.

10. GENERAL CONDITIONS: Except as noted in the Special Conditions in the RFP, the terms and conditions of the General Conditions, FORM G-107, REV. 7/01, attached to the RFP, are included by reference.

11. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option. While this contract is for services provided to the City's Risk Management Department, the City may require similar work for other City departments. Contractor agrees to take on perform such services as may be required under the same contract provisions, unless such work would not be considered reasonable or become an undue burden to the Contractor.

12. SUBCONTRACTING: If the Proposer intends to use a sub-contractor to provide any part of the services contained in the RFP, a listing of sub-contractors, and the portion of the contract they will perform must be specifically detailed in the proposal response. Sub-contractor(s) shall be responsible to confirm to the same requirements of the specifications as bind the Contractor. Sub-contractor cannot be changed after acceptance of the proposal, except with the written permission of the City Manager, or designee. The use of a sub-contractor shall not relieve the Contract from the prime responsibility of full and complete, satisfactory and acceptable performance under the awarded Contract.

In the event subcontracting is permitted, the Proposer shall include all details regarding any sub-contractor in the RFP response, including credentials to support the experience and ability of the sub-contractor to perform the services outlined within the RFP specifications. The City reserves the right to accept or reject any proposed sub-contractor who does not meet the RFP requirements. If during the Contract term any subsequent subcontractor candidate shall be proposed, the sub-contractor candidate shall be promptly reported to the City with enough detail to allow the City to properly review the proposed candidate. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

13. INDEPENDENT CONTRACTOR: The Contractor, including its employees, and any sub-contractor(s) are considered an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

14. INSURANCE: The Contractor shall carry in force at all times during the contract term, and any extension terms, the following insurance coverage:

- **Worker's Compensation & Employer's Liability Insurance**
Limits: Statutory, meeting all applicable state and federal laws.
- **Commercial General Liability:**
Limits: Not less than one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury and Property Damage, including coverage for contractual liability, personal injury, broad form property damage, products and completed operations..
- **Automobile Liability:** Comprehensive or Business Automobile Liability insurance with limits of not less than \$500,000 per occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable.
- **Bankers Blanket Bond:** Minimum of Five Million Dollars (\$5,000,000) per occurrence. The Bankers Blanket Bond relates to the Bank's blanket insurance on its employees for errors, omissions, or theft.

Supplemental Provisions:

1. **The insurance coverage and conditions afforded by this policy shall not be suspended, voided, cancelled or modified, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the Finance Department of the City of Fort Lauderdale.**
2. **Liability policies shall be endorsed to provide the following:**
 - a. **Name as additional insured, the City of Fort Lauderdale, its Officers, Agents, Employees, and Commission Members.**
 - b. **Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposers Proposal Package response.**
 - c. **All insurance policies herein required of the successful Contractor shall be written by a company with an A.M. Best Rating of B++ VI or better, that is**
duly authorized and licensed to do business in the State of Florida, and shall be executed by agents, thereof that are duly licensed as agents in said State.

All original certificates of insurance must be submitted to the Procurement Division and be approved by the City's Risk Manager prior to commencement of any work.

No work can be started until the certificate is submitted and approved by the City's Risk Management Division.

15. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

16. LOBBYING ACTIVITIES: Any Proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance C-00-27 may be obtained from the City Clerk's office on the 7th Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The ordinance may also be viewed on the City's website at <http://fortlauderdale.gov/documents.htm>

PART IV: SCOPE OF SERVICES/QUALIFICATIONS:

1. PURPOSE/INTENT: It is the intent of the City to select one bank to provide innovative banking and investment services for all funds not restricted by law or bond covenants, in accordance with the RFP specifications. Under this approach, it is essential that the successful Contractor and the City maintain open and frequent two-way communications, provide and receive timely responses, establish services and service levels by contract or written agreement, provide and receive fair pricing and compensation, and maintain the highest ethical standards.

The successful Contractor shall be a full service banking institution who has the capacity and ability to provide for all the City's banking requirements. The Contractor shall provide innovative banking and investment services for all funds not restricted by law or bond covenants. The main objectives are: a) to obtain the best banking services; b) minimize the cost of banking services to the taxpayers of the City; c) to preserve capital, protect investment principal, and maximize the return on liquid assets while avoiding unreasonable risk.

2. PROPOSER MINIMUM QUALIFICATIONS: To be eligible to respond to this RFP, a bank must meet the following minimum qualifications:

- a) Be a Federal or Florida chartered bank with a principal Branch Office located within the general downtown Fort Lauderdale area, capable of servicing the City's bank accounts as specified herein;
- b) Be a member of the Federal Reserve System;
- c) Be an approved public depository by the Treasurer of the State of Florida in conformance with the Florida Security for Public Deposits Act (Ch. 280 F.S.). The bank also must have adequate organization, facilities, equipment, and personnel to insure prompt and efficient service to the City.

2.1. Banks non-discrimination compliance: The City, as a primary recipient of certain federal funds, may be required to obtain written assurance from the bank that it is an equal opportunity employer and lender.

Proposer shall submit, as an appendix to the RFP, appropriate supporting documentation of the bank's policies in this regard. The successful Contractor shall be responsible for providing this information to the City to be retained on file for examination by federal agencies, and to provide updates in order to keep such documentation current, during the Contract period. **Failure to maintain the above minimum qualifications during the contract period will result in immediate suspension and/or termination of this contract.**

2.2. City Subcontractor - Outside Money Manager - The City retains the services of an outside money manager to handle the investment of approximately \$75 Million of idle funds. The bank will be required to work with the chosen manager following certain guidelines. The money manager will not be allowed to have custody of city assets, instead all investment transactions will be on the City's behalf, on a DVP basis into the City's investment account maintained with the bank's Trust Department. It is not possible to accurately forecast the number of transactions that will occur in any year, however they have traditionally been approximately three (3) per month. In addition, the City may

independently purchase securities periodically for safekeeping at the bank's Trust Department.

3. PAYMENT: Payment will be based upon "specific charges for service" as proposed in the RFP response and accepted by the City upon award. The Contractor shall submit monthly invoices for all services rendered during the preceding month supported by an account analysis for each account and an account summary reflecting all accounts being serviced by the bank.

The analysis shall contain at a minimum, average daily ledger balance, less float and reserve requirements to arrive at a net collected balance, a detailed listing of all charges by account and a summary of all accounts. The total amount of the monthly invoice from the summary analysis will be paid within thirty (30) days upon receipt of invoice and supporting documentation by the City.

Any contested fees resulting from review of the invoice will be subtracted prior to payment of the bill.

For convenience, the Contractor may process a 'debit' to the appropriate accounts after providing a copy of the charge with the supporting documentation for the preceding month to the city and a date that the debit will be processed against the account. Any contested charges resulting from the City's review of the bill will be credited back to our account with the following month's statement.

4. VOLUME OF WORK: The Proposal Summary Form indicates the anticipated number of transactions, and is provided for information and tabulation purposes, only. No warranty or guarantee is given or implied as to the types or quantities of services that will be actually required. The "estimated annual quantities" reflected in the Summary are estimates of one year's requirements and are for cost comparison only. They are based upon actual account history for the twelve (12) months ended January, 2004.

4.1. City Account Information: In terms of activity and account balances, the City currently maintains three (3) primary demand deposit accounts, some of which require special services that are detailed in other sections of this Proposal. Following are descriptions of the major accounts.

4.1.A Master Account: Utilized for all general deposits and disbursements. Balances at the end of each day must be deposited into an Interest Bearing Overnight Repurchase Account so as to have a minimal balance sufficient to cover any overnight clearings. This account also serves as the funding source for the Payroll and Health Benefit Accounts.

4.1.B Payroll Account: Funded by the Master Account, this account is utilized to serve as the clearing account for all payroll transactions for active and retired employees (ACH and checks). Any residual balances in this account shall be swept back into the Master Account at the end of each day.

4.1.C Health Benefits Account: Funded by the Master Account, this account is utilized to serve as the clearing account for all health related transactions for active and retired employees (only checks) by the designated third party administrator. Any residual balances in this account shall be swept back into the Master Account at the end of each day.

4.1.D Minor/Other Accounts: The City reserves the right to establish, delete or amend

accounts as its operational needs change at the same terms and conditions established for the above accounts.

4.2 Trust Department Services/Account - The City periodically purchases securities from registered dealer/brokers on a DVP basis. These securities must be held by the bank in its Trust Department and not commingled with other banking operations. In addition, the Trust Department is where the City will be directing its outside money manager to deliver to and sell securities from pursuant to an established list of approved investments.

The City reserves the right to establish demand deposit accounts in other banks, or provide for additional services from other banks, as determined by management to be in the best interest of the City.

5. ACCOUNT STATEMENTS: The City issues pre-numbered MICR encoded checks and requires the bank to provide monthly statements reflecting for each account detail of checks and other debits charged, and deposits and other credits by location.

Statements for all accounts are to be provided on a monthly basis and delivered to the city within five (5) working days of the statement date. Debit and credit memos providing deposit date, posting date, location (where applicable) and a description of the transaction must also be included with the statements for all debit and credit memo charges appearing on the statements.

The City desires receiving copies of cleared items using CD-ROM technology. Physical checks shall not be returned with our statements. In order to do so, it is necessary that we be advised of the bank's ability to provide us with certified copies of cancelled checks should the need arise. It is also important to include in the RFP response, the duration in which the bank will provide copies.

Proposing bank should describe plans to implement the processing of substitute checks as defined by the Check Clearing for the 21st Century Act (Check 21 Act).

For the Master and Payroll accounts only, all deposit and credit items are also to be recorded on a CD-ROM in an ASCII file format providing the date, amount, transaction description, and location number of the transactions credited to our account. Checks listed as paid should include the date, check number, and amount. It is preferred that debit memo items also be available in the same format and provide the same information listed above for credit memos. These disks are to be included with the bank statements utilizing the following file formats:

Vendor Checks:	Payroll Checks:
5 Spaces	5 digit account number (00110)
7 digit check number	8 digit check number
6 digit date (mmddyy)	8 digit date (mmddccyy)
11 digit amount	9 digit amount

For identification purposes, credit card deposits should include the last 6 digits of the merchant number.

At the City's Fiscal Year End (September 30th), all statements, check listings and cancelled checks up to and including September 30 must be delivered to the City as soon as possible, but not later than three (3) business days after September 30. To facilitate this requirement, the statements and

any relevant correspondence may be returned by armored carrier at the time the daily deposits are collected.

5.1. Penalties: The City reserves the right to impose a fifty (\$50.00) dollar/per day penalty for each day exceeding five business days, following September 30th until actual delivery of documents has been completed in accordance with the Contract requirements.

6. SPECIAL SERVICES FOR CHECKING ACCOUNTS:

6.1. Stop Payments: Stop Payment orders are currently being issued to the bank by telephone. Upon receipt of the order by telephone, the bank shall immediately examine their records and inform the City as to whether the check has been cashed. The bank then puts the Stop Payment in place. The City calls the bank the next business day to confirm that the check has not been cashed in the last 24 hours. The bank will then forward a written confirmation of the Stop Payment order by returning the copy of the Stop Payment Order, signed and dated by an authorized bank official, within three (3) working days of the written request.. If the bank finds that the check has been cashed, the bank should immediately forward the City a copy of the cashed instrument. A cancellation of a Stop Payment order should be processed in the same manner. The bank is responsible for any item cashed if it was confirmed as a Stop Payment on an as-of-day basis and is subsequently cashed by the bank.

While this method has worked well for us in the past, the City is open to new and more efficient ways of accomplishing this task providing that the City is protected from funds loss after a "Stop" is in place.

6.2 Deposit Return Items: The bank will make one attempt to present again any deposited checks returned because of insufficient or uncleared funds. Checks that are still "uncollectible" after this attempt will be returned to the City for processing.

6.3. Parking Operations, Domestic and Foreign Coin Requirements: City employees collect coins from parking meters on a daily basis (Mon. - Fri.) into locked collection containers. Under a separate contract, the City contracts with armored car companies to pick up our coin and take it to their 'vault' for storage and same day credit to our account through an agreement with our current bank. We also periodically request wrapped coinage for our utility billing customer service operations. If the successful bank does not have a 'coin vault' of its own, it must reflect to the city, its contractual relationship(s) with various armored car companies sufficient to handle our large quantity of coinage. Approximately 30 full bags of coins and currency are deposited daily, an estimated 7,800 bags annually. The coins will be counted and bagged at our facility, and delivered to the bank by the armored car company. Canvas bags are used to transport coin deposits. Proposer response must include maximum weight limits, if any for coin deposits.

We are currently counting and bagging paper currency for deposit. It is our desire to obtain pricing for submitting bagged, uncounted paper currency for deposit to determine the cost effectiveness of continuing the current practices.

Foreign Coin: By the very nature of a parking meter, foreign coin is often included in the daily collection. The banks procedures and/or contracts should provide for this and provide for the ultimate collection and deposit of foreign coin. **Proposer shall address in detail their practice and procedures for the deposit of various foreign coin into the City's account..**

6.4 Locked Depository Bank Bag: Locked bank bags containing cash, currency, and deposit slips will be delivered daily to the bank via the City's armored car contractor. The City will be responsible for supplies used to transport deposits to the Bank (disposable bags, manifests, etc.).

6.5. Overdraft Protection: The City will make every effort to assure that collected funds in the bank are equal to or exceed the gross amount of checks issued. However, if an unintentional overdraft condition occurs, all checks presented for payment shall be paid.

Since a bank overdrafts normally arise because of 1) insufficient cleared funds in the account, or, 2) checks clearing the account over and above the "available" cash balance), or, 3) outgoing funds temporarily exceeding incoming investment liquidations, it is the City's belief that interest penalties for overdrafts should be handled differently for each item as follows:

6.5.A. Insufficient Funds: In cases where there are insufficient collected funds to meet demands on the account, the bank has the right to charge interest at agreed upon rate plus an individual item fee as incorporated in the Proposal portion of this document.

6.5.B. Cleared items over the accounts "Available Balance": This occurs when items clearing the account exceed the "available balances" in the account, available balances being those balances not on hold due to a check waiting period. Since this type of overdraft is a result of a waiting period and the funds are expected to clear within a day or so, this type of overdraft should be treated differently - that is, that the overdraft should not be charged at the same rate as if there were insufficient funds in the account.

6.5.C. Daylight Overdrafts: On various occasions, the City will cause daylight overdrafts to occur. This is primarily the result of the need to meet large obligations by wire/ACH transfer, and simultaneously requesting the liquidation of investments to cover the outgoing wires. This is not a daily occurrence but our operation does cause it to happen on occasion. An estimate of its frequency would be 2 times per year. These daylight overdrafts can be as small as \$1 Million and as large as \$5 Million. It is the City's policy not to allow a daylight overdraft to become a nighttime overdraft and we will do everything in our power not to allow that to happen. Should it happen, it should be treated in the same manner as 6.5.A.

6.6. Bank Collateralization of City Funds: Florida Statute 280 requires that banks holding public funds pledge to the State certain acceptable types of securities having a market value equal to fifty (50%) percent to one hundred twenty five percent (125%) of the highest account balance which the City may have on deposit at any one time reduced by the amount of FDIC insurance available.

6.7. Direct Utility Bill Collections/Deposits – The City currently bills approximately 56,000 customer accounts on a monthly basis for Water, Sewer, Sanitation and other associated fees. Payments are received by our lock box provider and via ACH transfers (approximately 3,000/per month aggregated into one transaction per week) for the monthly utility bills. The successful Contractor must have the ability to accept and process ACH transactions.

7. INVESTMENT SERVICES:

7.1. Wire Transfer of Funds: The bank will be required to accept verbal requests from an established list of authorized City personnel for the wire transfer of City funds for 1) the purchase of various securities into a trust account established in the City's name at the bank's Trust Company, 2) transfer to various depositories for the payment of periodic debt service, and other funds transfers as they arise.

The bank is also required to have a New York Branch, or maintain a correspondent relationship with a New York Bank for settling on securities that are in physical form. Although this is rarely utilized, provisions must be in place for it to happen should the need arise. All investment transactions will require DVP (Delivery-Versus Payment) instructions unless otherwise specifically stipulated, separately approved and later confirmed in writing. To assure that the verbal instructions are adequately controlled, the City is willing to establish safeguards including but not limited to: passwords, facsimile transmissions followed by the original formal written confirmation, or other reasonable practices requested by the bank.

7.2. Letters of Credit/Electronic Funds Transfer Payments: The bank will be required to accept electronic funds transfers in the form of Letters of Credit (LOC) and Electronic Funds Transfers (EFT's) from other public/private/governmental agencies for deposit to City accounts. Receipt of such transfers and their accompanying messages shall be transmitted to a designated fax machine at the City or over the Internet. The City estimates, but cannot guarantee or warranty, that approximately 50 EFT transactions will occur annually. LOC's seldom occur.

7.3. Safekeeping/Trustee Services: The bank will be required to act as custodian/trustee of the City's investment securities. For safekeeping purposes, the bank Trust Department, will be required to evidence custody by providing an original non-negotiable safekeeping receipt. Such receipts must name the institution holding the security, describe the security, represent that the security is owned by the City and specify that the securities can be released only upon authority by the Director of Finance, or his designee. The City's local bank depository will not be required to have the securities in its physical possession if it provides a safekeeping receipt for the securities from another institution approved by the Director of Finance, and if such secondary safekeeping receipts satisfies each of the requirements indicated above. The City estimates that safekeeping duties will involve maintenance for approximately 20-40 securities maturities for short, medium and long-term obligations.

7.4. Master Repurchase and Custodial Agreements: The City may arrange third party safekeeping, with another financial institution, when securities are purchased either directly or under repurchase agreements from the bank.

The bank agrees to the terms and conditions of the current Master Repurchase agreement

promulgated by "The Bond Market Association" **with any City required changes thereto.** The agreement is the standard industry agreement originally promulgated by the Public Securities Association (PSA) and is the agreement preferred by the City.

The interest rate(s) established for the Account shall be determined from the average weekly Federal Funds Rate for the previous week, as published in the Tuesday or Wednesday edition of the Wall Street Journal, and shall remain in effect until a new average rate is published. The bank is to indicate their rate offer on the Proposal Summary page as follows:

- (1) Unadjusted from the average weekly Federal Funds Rate or,
- (2) Adjusted as an addition to the average weekly Federal Funds Rate (e.g., plus 25 basis points) or,
- (3) Adjusted as a reduction to the average weekly Federal Funds Rate (e.g., minus 25 basis points).

The City reserves the right to purchase investments through any other financial institution or broker it deems appropriate, including the official depository bank.

7.5. Sweep Type Account: For any accounts that the bank deems too small to participate in the repurchase activity as outlined in Section 7.4, a "Sweep" type account may be established in order to maximize the return on smaller accounts. The earnings on this account will be swept to the City's Master Account.

8. OTHER CURRENT SERVICES:

8.1. Locked Depository Bags: The bank will be required to provide night depository bank bags with locks and keys for selected locations. Other locations may operate well with disposable plastic bags which are part of our Armored Car contract. In addition to requests for a small number of bags, there are special events each year (approximately 10) requiring approximately 50 night deposit bags which are deposited during the weekends and at night. The counting and confirmation of deposits for special events will be arranged with the successful Contractor, prior to the event.

Any special charges incurred as the result of special event operations must be approved in advance by the appropriate City official, if they are outside the scope of services as contained in the RFP.

8.2. Banking Supplies: The depository bank may be required to provide all necessary banking supplies. These shall include, but not be limited to: locked depository bags, deposit stamps, coin wrappers and envelopes, night deposit keys, and pre-printed deposit tickets.

8.3. Payroll Check Cashing: The bank will cash payroll checks for City employees upon presentation of appropriate identification. Employee personal account relationship will not prevent the employee from cashing a payroll check issued by the City of Fort Lauderdale.

8.4. Continuous Service: The bank will have and maintain sufficient staff to support the requirements contained in this document on a continuing basis without interruption of service. Severe or repeated breakdown of service for this reason will be cause for cancellation of the contract.

to
all

8.5. Access to Records: The City, or its authorized representatives, shall have access to the books and records maintained by the bank, with respect to such City bank accounts at reasonable times, including the inspection or copying of such books and records and all memoranda, checks, correspondence, or documents pertaining thereto. Such books and records shall be preserved by the bank as required by applicable regulatory bodies.

8.6. Lock-Box Operations: The City currently utilizes **Intuition**, an outside lock box provider, for processing Utility Bills, Special Assessments, Occupational License renewals and certain Parking Citations, Police & Fire Alarm Fees and Fire Inspections. The successful Contractor will be required to work with Intuition, or the City's current lock box provider, in partnership with the City to achieve a seamless payment process guaranteeing proper accounting, safeguarding and disposition of City funds.

8.7. Deposit Tracking: The City currently utilizes a deposit tracking service on its Master Account in order to facilitate reconciliation of the account. This service basically involves special deposit slips for each City facility responsible for depositing funds in the Master Account allowing bank statements to be prepared reflecting the locations of the deposits flowing into the Master Account. All deposit corrections made to the master account shall include the tracking number of the original deposit slip.

8.8. Cash Requirements for Special Services: The City will require a special arrangement occasionally for cash availability on 2 hour, or less, notification, of up to \$300,000. This money will consist of bills in denominations of \$10's, \$20's, \$50's and \$100's, marked currency, for Police Department use.

8.9. Miscellaneous Charges: The Bank will supply details to support all charges for miscellaneous items such as: phone calls, copying, deposit slips, etc. No charge is to be submitted that is not supported by an invoice.

8.10. Disaster Recovery: The Bank shall provide information regarding their disaster recovery plan, including specific plans related to serving the City in the event of a disaster. A contact name(s), phone number(s), and e-mail address(es) with 24/7 accessibility shall be provided to the City and maintained in a current status, during the contact period.

8.11. Wire Transfers - Incoming: The City intends to consider all wire transfers received by the bank prior to the end of the business day, as "available for investment" by the City, regardless of the time of actual receipt by the bank. Should a wire transfer not be received by the Bank, as specified above, then the wire transfer will be traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made as soon as possible for any lost interest.

The City also receives various wire transfers from the State of Florida throughout the month. These wires are sent without regard to any specific date, thus the City does not know in advance the exact day these wires will be received.

It is the express intention of the City to perform daylight overdrafts to the extent that incoming wire transfers are expected during the business day. Should these wire transfers not arrive as planned, compensation for lost interest will be made by the responsible party causing the delay in the incoming wire transfer. Although the City acknowledges that

daylight overdraft cap limits are confidential information, you are requested to describe in detail your bank's policy for handling daylight overdrafts, and in particular how daylight overdrafts caused by the City will be handled. If your Bank has adopted a policy of not allowing any daylight overdrafts, then please state your policy.

To facilitate the daylight overdrafts, the City will agree to enter into a line of credit, or other arrangements with the Bank to cover any failures at the end of the day. In the event that your Bank plans to charge for daylight overdrafts and/or the use of the daylight overdraft line of credit during the day, then please explain your position fully, including any planned charges.

In the event that the incoming wire transfer does not arrive by the end of the business day (defined as midnight), interest on any overdrawn balances will be calculated using the same formula that the City receives interest on its overnight investment program.

The Finance Department intends to carefully monitor the time of receipt for all wire transfers. Continued delay in receipt of wire transfers for which the Bank is at fault may constitute sufficient cause for termination of the banking service contract.

8.12 Wire Transfers - Outgoing: The awarded Bank agrees to execute any wire transfer order within one (1) hour after notification by the Finance Department through the computer terminal, by telephone, or by FAX. Wire transfers ordered and not received by the destination party by 6:00 p.m. will be traced by the Bank from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made for any lost interest, or charges resulting from a "fail" to consummate a transaction.

8.13. Daily Balance Report Notification: The awarded Contractor will be required to provide the City with the following minimum daily information:

1. Ledger balance
2. Available (or collected balance)
3. Float for 1, 2, and 3 day
4. Listing of all debit and credit postings

The available balance shall include the proceeds returned to the Bank from any bank-initiated repurchase agreement from the previous business day. This daily reporting may be provided either via internet or modem.

8.14. Positive Pay Banking Services: The City will enter into a Positive Pay banking service agreement covering the master and payroll accounts in order to safeguard its funds and prevent unauthorized debits against its accounts.

9. DESIGNATED ACCOUNT EXECUTIVE(S): The City requires that the proposing banks provide the name of a designated account executive, as well as an alternate. The designated account executives must have the authority to make timely decisions in the normal course of business.

Resumes must be provided, as an appendix to your RFP response, for all key account executives designated to service this account.

10. DESIRED FUTURE SERVICES. Proposer should provide details on these available services, including related applicable costs to the City and any charges that may be avoided so the city may accurately determine the net cost of a service. The City may elect to utilize any, all, or none of these services during the contract period. The City's use of any optional services will be contingent on cost and feasibility.

10.1. Electronic Banking: We are interested in information and services available by access to our accounts through the use of electronic banking. The successful Contractor shall have the capacity to provide internet capability with a secure connection, or a modem speed of not less than 56K. Proposer shall also provide information on how the City is able to utilize the Bank's Personal Computer Banking programs to do data base searches on the Bank's computers, download checking information to our computers, or obtain listings of deposits and other debits.

10.2. Direct Vendor Payments: As with section 10.3 (Direct Utility Bill Collections/Deposits), we wish to reverse the process and to pay certain vendors by ACH type transfers of funds. Proposer shall detail what is necessary and what is the net cost of doing this on a weekly basis.

10.3. Employee Benefits: Proposer shall include and detail any benefits or services it can offer to City employees, at no charge (i.e. workplace banking, etc.)

11. TRUST ACCOUNT SERVICES: The City requires the bank to open an account in its trust department for holding City owned securities. The number of securities on hand range from 10 to 20 on an annual basis with a value of \$50,000,000 to \$100,000,000. The Bank will be required to work with the City's independent money manager to accept and deliver City securities on a Delivery Vs. Payment (DVP) basis. All transactions will be processed against the City's Master Account.

12. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the contract for convenience anytime during the contract term. In the event the City exercises its right to terminate for convenience, it shall give the Contractor not less than six (6) months advance written notice.

PART V- AWARD & EVALUATION PROCEDURE:

10. AWARD AND EVALUATION: All Proposals will be reviewed by the City for responsiveness and responsibility. Evaluation of the Proposals shall be based on all the information submitted in the RFP response, including client references, experience, ability and capacity to perform all the services as contained in the RFP, sufficiency of financial resources, availability, convenience, and adaptability of the Proposer’s services to the City’s required uses. The City reserves the right to accept or reject any or all Proposals, part of Proposals, and to waive minor irregularities or variations to specifications contained in Proposals, and in the RFP process. The City reserves the right to make an award to the responsive and responsible Proposer whose services best meets the terms, conditions and specifications of the RFP, and whose Proposal is considered to best serve the City’s interest.

The City may ask questions or request a presentation with any or all Proposers to clarify proposed plans and details as part of the review and evaluation process.

The award will be made to one bank, therefore, unit prices of all items as stated in the Proposal Summary will be the controlling factor in the cost evaluation of Proposals. Proposers agree that the unit prices offered are to be multiplied by the stated quantities in order to arrive at the “TOTAL COST TO THE CITY”. Proposer must complete all unit pricing and extensions for each line item and provide a Grand Total price for all items.

The City reserves the right to inspect the bank’s facilities, organization and financial condition, or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions, prior to recommending any award.

In evaluation, the City will consider both objective and subject factors, but will specifically include the following:

<u>Evaluation Factors:</u>	<u>Assigned Points</u>
a. Total Cost to the City of services based on the Proposal summary (Attachment 1).	60
b. Service Capability: Including, but not limited to meet/exceed service requirements as contained in the RFP specifications; methods/technology utilized, and location of bank branches throughout the City.	25
c. Quality: Including, but not limited to: the implementation schedule Bank financial and legal qualifications; tenure and qualifications of relationship and treasury management personnel; client references; record of integrity, and Proposer’s attention to detail in responding to the RFP	10
d. Other Factors: Lending history of mortgage loans in each of the four quadrants of the City.	5
Total Maximum Points	100

Proposers are requested to also include in their RFP response, information regarding their Equal Employment Opportunity Program, and Minority Purchasing Program, if applicable. This information will be for the City's information only.

PART VI – INSTRUCTIONS TO PROPOSERS/REQUIREMENTS OF PROPOSALS

INSTRUCTIONS TO PROPOSERS:

Submission of a Proposal:

I. Corporate Authorization/Registration:

(1) The proposal shall be signed by a representative who is authorized to contractually bind the Contractor. A copy of your Corporate By-Laws, or a letter signed by a corporate officer must be included, if proposal is signed by other than the President, Vice-President or Treasurer.

(2) Proposer shall include a current copy of your State of Florida Corporate Registration, or Certificate of Good Standing from the State in which you are corporately registered.

(3) Proposers are required to return their proposals signed by a representative who is authorized to contractually bind the Consultant.

(4) Proposers shall submit their proposals to the Procurement Division on or before the date and time indicated in this RFP. **SEALED PROPOSALS SHALL BE DELIVERED TO:**

**City of Fort Lauderdale-Procurement & Materials Management Division
100 North Andrews Avenue, Room #619
Fort Lauderdale, FL 33301**

All proposals shall be clearly marked with the RFP number, title and opening date and time, and the identification of the Proposer marked on the outside of the package.

(5) Proposers shall submit all costs in the formats specified on the Proposal Summary Forms included with this RFP. **Proposals must be submitted on the Proposal Summary Forms attached to the Invitation to Proposal (RFP) specifications. All “Banking Service Fees” must be completed on Attachment 1, included in the RFP. Additional charges and services, if applicable may be provided as an appendix to this Attachment 1.** Individual banking services offered must meet or exceed the requirements as stated in the RFP specifications. This solicitation specifies the City's current service requirements as well as possible future requirements. Services that are not initially required, but may eventually be required, shall be at the cost quoted on the Proposal Summary Form. Proposers are encouraged to suggest any additional services which, in their opinion, would be in the best interest of the City.

(6) Proposal openings are open to the public. Proposer's confidential information, if applicable, should not be included in the proposal.

(7) The proposer shall examine this RFP carefully. Ignorance of the requirements will not relieve the Consultant from liability and obligations under the Contract.

(8) Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of the RFP. Technical literature, if applicable, may be included. The emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposers follow the format and instructions contained herein.

(9) The City shall not be liable for any costs incurred by proposers in responding to this RFP.

II. Requirements of the Proposal:

All proposals must be submitted on the Proposal Pages included in the RFP. Any attachments must be clearly identified. To be considered the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an Appendix to the proposal.

Proposals must include:

a. **Proposal Summary Pages, properly completed and signed; completed RFP Questionnaire and a narrative response that directly references the Scope of Work.**

b. **Proposals must contain detailed cost information on Proposer's fee structure, in accordance with the RFP specifications, including, but not necessarily limited to, all travel and/or other expenses. If applicable, the proposal shall additionally contain a fixed fee schedule/per hour/per classification of Proposer's employee(s), including consultant.**

c. **Summary of proposers experience providing these services to current and past clients during the past three (3) years; experience of proposer and staff members who will be assigned to this Contract, including resumes; and samples of other Consultant service contracts.**

d. **Reference list of clients (including name, address, contact person and phone numbers). Proposer shall include information regarding the annual billings and number of hours of service/per client.**

PROPOSER MUST PROVIDE THE CITY WITH AN ORIGINAL AND SIX (6) COPIES OF THE PROPOSAL AND ALL APPENDICES. THIS IS A TOTAL OF SEVEN (7) SETS OF ALL RFP DOCUMENTS AND RELATED BACK-UP.

Proposals Response Requirements: Proposers must include as a part of the RFP response:

Proposal Summary Signature page, properly completed and signed:

All Proposal Summary pages

ATTACHMENT 1 Banking Service Fees Combined Accounts

Proposer shall download the Attachment 1 section, only, and return Attachment 1 completed both in a hard copy form, and in an electronic Format on a Disc with the RFP response.

ATTACHMENT 2 Health Benefit Account Transaction Data

ATTACHMENT 3 Payroll Account Transaction Data

ATTACHMENT 4 Operating Account Transaction Data

ATTACHMENT 5 Combined Accounts – Transaction Data

ATTACHMENT 6 Master Account Month End Average Collected Balance

NOTE TO PROPOSERS: THE ATTACHMENTS REFERENCED ABOVE ARE PROVIDED AS A SEPARATE EXCEL DOCUMENT TO THE RFP.

Sample Master Repurchase Agreement

All applicable Proposal Addenda

All Proposer appendices

Proposers shall provide the City with One (1) ORIGINAL AND SEVEN (7) COPIES OF THE PROPOSAL RESPONSE. The requirements totals EIGHT (8) RFP COPIES.

PROPOSAL SUMMARY – SIGNATURE PAGE

PROPOSER TO COMPLETE THE FOLLOWING:

1. Bank Name: _____

Address: _____

(If different from the address which appears on page 1 of the RFP)

Principal Contact Person: _____
(name and title)

Proposer Authorized Signature: _____

Printed Name & Title: _____

Telephone: _____ Fax No: _____

E-mail: _____

Type of Bank : (Federal or State Charter) _____

ADDENDUM ACKNOWLEDGEMENT: Proposer acknowledges that the following Addenda has been received (if applicable), and are included in his/her RFP response:

Addendum No.

Date issued

1. Are there any services specified in the RFP which are NOT included in your proposal?

_____ **YES** _____ **NO**

If YES, please explain in the space below, or provide as an appendix to your proposal:

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below, or reference in the space provided below all variances contained on other pages of RFP attachments or RFP pages. No variations or exceptions by the Proposer will be deemed to be part of the Bid submitted unless such variation or exception is listed and contained within the RFP documents and referenced in the space provided below.

If no statement is contained in the space below, it is hereby implied that your Proposal complies with the full scope of this RFP.

VARIANCES:

2. MINORITY/WOMAN OWNED BUSINESS: If your company qualifies as a MBE or WBE, in accordance with the General Conditions for G-107, Rv. 7/01, please indicate that in the space provided. **If you mark one of these categories, please also provide a copy of your MBE/WBE Certification as documentation.**

MBE: _____ WBE: _____

3. a. Is the Bank a Member of the Federal Depository Insurance Corp. (FDIC)?
Yes _____ No _____

b. Is the Bank a Member of the Federal Reserve System?
Yes _____ No _____

c. Deposits are Federally Insured up to: \$ _____

d. Authorized Public Depository pursuant to Chapter 280, Florida Statutes?
Yes _____ No _____

If NO, will you meet all requirements to become a Public Depository prior to the anticipated commencement date of this service?

Yes _____ No _____

4. Provide a list of local governmental and/or State of Florida agencies that you have provided the type of services as contained in the RFP. INCLUDE contact name, agency, address, telephone number. If additional space is needed, please provide as an appendix to our Proposal.

5. Is there any litigation with a potential for award in excess of \$500,000 or which would adversely affect your bank's ability to complete the terms of this contract? Yes _____ No _____
Attach a schedule and brief description of all claims in excess of \$500,000 or for which no amount has been demanded as of the date of this Proposal. Attach supplemental explanation to your Proposal as appropriate.

6. The bank will furnish the City an Availability of Funds Schedule for the clearing of deposits as a supplement to this Proposal. The schedule shall contain the latest time of the day for deposits to incur the least number of days for clearing each of the following deposit items:

- Checks drawn on:
- (a) The Selected Bank ("on-us" items)
 - (b) Local (Broward County) Checks
 - (c) State Checks

- (d) U.S. Governmental Checks
- (e) Interstate Checks
- (f) Do you provide for fractional availability?

7. a. Include a copy of your most recently audited financial statements.

Included? Yes: _____ No: _____

b. From this report, please indicate its effective date and amount of capital and surplus for your institution.

Capital \$ _____

Surplus \$ _____

Total \$ _____ Date: _____

c. Include a copy of your most recent SAS 70 Report.

Included? YES: _____ NO: _____

8. a. Indicate the number of branches located within the City of Fort Lauderdale and which branch is the principal branch:

b. Attach a list and map showing locations, business hours, and if there is a night depository for each branch.

9. a. Is your Bank an Equal Opportunity Lender? Yes _____ No _____

b. Attach to your Proposal a separate statement of your bank's policy and statistics reflecting your lending history by types of loans in each of the City's four quadrants.

Included? YES _____ NO _____

c. Does your bank's Board of Directors have Minority Representation (MBE/WBE)?

Yes _____ No _____

d. Attach a supplement showing the composition of the Board of Directors identifying any minority representative.

e. Does your bank have an Affirmative Action Program?

Yes _____ No _____

If Yes, attach a copy of the program and statistics reflecting the effectiveness of the program in relationship to the City of Fort Lauderdale (See attached map of City).

f. Does your bank have a Minority Purchasing Program?

Yes _____ No _____

If Yes, attach a copy of the program and statistics reflecting the effectiveness of the

program in relationship to the community.

g. Resumes for all key Account Executives included?

YES:_____ NO:_____

10. List below the **name, address, and telephone number of bank's qualified and authorized representative who can answer any questions regarding your Proposal, if different from principal contact person, previously named:**

Name:_____

Telephone No:_____

Address: _____

11. Proposer shall provide information regarding their disaster recovery plan including specific plans related to their disaster recovery plans related to serving the City in event of a disaster. A contact name and phone number with 24 hour/day, 7 days/week accessibility shall be provided.

Included? YES:_____ NO:_____

10. Insurance Certificate(s) copies included?

YES:_____ NO:_____

PROPOSAL SUMMARY – FINANCIAL PROPOSAL

PRICING: Proposer is required to complete the following pricing list which reflects the estimated requirements of the City, and will be the determining factor in evaluating the cost of services. These services will be required at the start of the contract. Indicate N/C if there is no charge for an item. If Proposer wishes to incorporate additional service items, please use blanks provided or attach as an appendix to Attachment 1.

A. Complete Attachment 1, Banking Service Fees for this part of the Proposal. **Note: Proposer must return this Attachment both in a hard copy, and on a Disc with the RFP response.**

B. Sweep Type Account Interest Rate: Pursuant to Section 19(5)(Sweep Type Account), please indicate below the adjustment to the Federal Funds Rate to be in effect for the term of this contract:

(1) Assumed Effective Federal Funds Rate 4.00%

(2) Fixed Adjustment Factor: plus number of basis points or minus number of basis points

(3) Effective Rate for Week _____

C. Overdraft Protection: (If charges are different from those as provided in the following schedule, attach a supplemental explanation.)

(1) Insufficient Funds - Rate to be charged when collected funds are insufficient to cover cleared items.

Rate: %: _____

-or -

Other Index _____

Per Item Charge _____

(2) Cleared Items in excess of ~Target Balance~ - Rate to be charged when collected funds are insufficient to cover cleared items due to the funds being swept into the repo.

Rate: %: _____

-or -

Other Index _____

Per Item Charge _____

PROPOSAL SUMMARY - QUESTIONNAIRE

Proposer shall provide information regarding services listed below, including details about how the service could be utilized and the proposed cost associated with each service. Identify all responses by question number. These services will be used as needed.

A. Cash Management Microcomputer System: Describe the services you can provide such as: on-line stop payment capabilities, wire transfers initiated by the customer from a micro station, cash forecasting with interface to actual account activity, investment record keeping and sorting features by maturity date, type of investment, source institution and date, downloading of ledger balances to a micro station. **Please provide as An Appendix to your RFP response, properly identified.**

B. Electronic Funds Transfer: Describe the services you are able to provide for the receipt of customer utility payments and payment to vendors through the Automated Clearing House by means of electronic funds transfer. **Please provide as An Appendix to your RFP response, properly identified.**

C. Direct Payroll Deposit: Provide details the requirements for us to administer a Direct Payroll Deposit Program. Would there be a limitation as to participating financial institutions? In what form and timeframe would you need the information regarding the City's employees and their respective account numbers, payroll amounts, and identification numbers? **Please provide as An Appendix to your RFP response, properly identified.**

D. Minority Programs: Please provide details on your minority/low income programs which you are able to offer within the City. **Please provide as An Appendix to your RFP response, properly identified.**

F. Other Innovations: Propose any new financial services, plans or practices deemed to be in the best interest of the City not otherwise addressed in this Proposal. **Please provide as An Appendix to your RFP response, properly identified.**

OTHER :

1. What are your limitations in providing collateral for Repurchase Agreements? For example, can you provide more than \$20,000,000 in U.S. Government securities as collateral for an overnight investment?

2. What is the largest volume of paid items your bank processes in one month for a single commercial account?

3. What is the largest volume of deposit items your bank processes in one month for a single commercial account?

4. Describe your wire transfer department. Where is it located, who manages it and what is your normal cut-off time for outgoing transfers?

5. What length of time do you need to obtain supplies initially and subsequently? For example, how long would it take to obtain a supply of the necessary deposit receipt books?

6. Describe your account reconciliation department. Where is it located, who manages it, and what is the timing for completion of reconciliations after receipt of input information from the customer?

7. What type of software do you have available for access by telephone to various City accounts for inquiry purposes? Provide copies of the main screens and if it is a local telephone call. Also provide the speed of your modem setup and any plans to increase its speed if it is under 28.8KBs.

8. Describe any services that you are willing to offer the City to facilitate a change in banking institutions and their cost.

9. Should the city's main accounts be the target of counterfeit drafts, what are your procedures to limit losses to all parties concerned and what is the effect and cost to the City.

NOTICE TO PROPOSERS

THE ATTACHMENTS #1 THROUGH 6 ARE A SEPARATE EXCEL DOCUMENT TO THE RFP.

YOU MUST DOWNLOAD THAT DOCUMENT SEPARATELY FROM THE RFP, BUT ONLY ATTACHMENT 1 SHALL BE COMPLETED AND RETURNED WITH YOUR PROPOSAL RESPONSE IN BOTH A HARD COPY AND AS AN ELECTRONIC DISK.

ATTACHMENTS 2 THROUGH 6 ARE PROVIDED AS DATA INFORMATION FOR YOUR REFERENCE USE.

City of Fort Lauderdale

GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Proposal (RFP) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I PROPOSER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 PROPOSER ADDRESS:** The City maintains automated Proposer mailing lists for each specific Commodity Class Item. Invitation to Proposal (RFP'S) will be mailed first to a selection of Proposer who have fully registered on our system. Requests will be mailed to unregistered Proposer within a reasonable time frame for that Proposal only. Neither the mailing of one RFP to the Proposer, nor a Proposal in return, will register a Proposer on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this RFP. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Proposer and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this RFP, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Proposer may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Proposer offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL PROPOSAL DISCOUNT:** If Proposer offers a discount for award of all items listed in the Proposal, such discount shall be deducted from the total of the firm net unit prices Proposal and shall be considered in tabulation and award of Proposal.
- 1.05 PROPOSALS FIRM FOR ACCEPTANCE:** Proposer warrants, by virtue of Proposals, that his Proposal and the prices quoted in his Proposal will be firm for acceptance by the City for a period of ninety (90) days from the date of Proposal opening unless otherwise stated in the RFP.
- 1.06 VARIANCES:** For purposes of Proposal evaluation, Proposer's must indicate any variances, no matter how slight, from RFP General Conditions, Special Conditions, Specifications or Addenda in the space provided in the RFP. No variations or exceptions by a Proposer will be considered or deemed a part of the Proposal submitted unless such variances or exceptions are listed in the Proposal and referenced in the space provided on the Proposer proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a Proposal, City does not necessarily accept any variances contained in the Proposal. All variances submitted are subject to review and approval by the City. If any Proposal contains material variances that, in the City's sole opinion, make that Proposal conditional in nature, the City reserves the right to reject the Proposal or part of the Proposal that is declared, by the City as conditional.
- 1.07 NO PROPOSALS:** If you do not intend to Proposal please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this RFP. Failure to Proposal or return no Proposal comments prior to the Proposal due and opening date and time, indicated in this RFP, may result in your firm being deleted from our Proposer's registration list for the Commodity Class Item requested in this RFP.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this RFP.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a “Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) “Small Business” means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.09(a) CERTIFICATION BY BROWARD COUNTY, FL: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/Proposer is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/Proposer shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/Proposer shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 PROPOSALDING DEFINITIONS The City will use the following definitions in it’s general conditions, special conditions, technical specifications, instructions to Proposer, addenda and any other document used in the Proposalding process:
INVITATION TO PROPOSAL (RFP) when the City is requesting Proposals from qualified Proposer.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
PROPOSAL – a price and terms quote received in response to an RFP.
PROPOSAL – a proposal received in response to an RFP.
PROPOSER – Person or firm submitting a Proposal.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE PROPOSER – A person whose Proposal conforms in all material respects to the terms and conditions included in the RFP.
RESPONSIBLE PROPOSER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the RFP, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Proposer or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Proposer or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Proposer or Proposer who is awarded a contract to provide professional services to the City. The following terms may be used interchangeably by the City: RFP, or RFP; Proposal or Proposal; Proposer, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this RFP that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III PROPOSALDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF PROPOSALS: To receive consideration, Proposals must be received prior to the Proposal opening date and time. Unless otherwise specified, Proposer’s should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the Proposal to be rejected. Any erasures or corrections on

the Proposal must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen and ink. Proposals shall be signed in ink. Separate Proposals must be submitted for each RFP issued by the City in separate sealed envelopes properly marked. When a particular RFP or RFP requires multiple copies of Proposals or proposals they may be included in a single envelope or package properly sealed and identified. Only send Proposals via facsimile transmission (FAX) if the RFP specifically states that Proposals sent via FAX will be considered. If such a statement is not included in the RFP, Proposals sent via FAX will be rejected. Proposals will be publicly opened in the Procurement Office, or other designated area, in the presence of Proposer's, the public, and City staff. Proposer and the public are invited and encouraged to attend Proposal openings. Proposals will be tabulated and made available for review by Proposer's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this RFP is incorrect, or no longer available and replaced with an updated model with new specifications, the Proposer shall enter the correct model number on the Proposer proposal page. In the case of an updated model with new specifications, Proposer shall provide adequate information to allow the City to determine if the model Proposal meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the Proposal, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Proposer pays and bears freight charges, Proposer owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be Proposal separately. No attempt shall be made to tie any item or items contained in the RFP with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this RFP as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or Proposer catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Proposer must state clearly in his Proposal any variance from those specifications. It is the Proposer's responsibility to provide adequate information, in his Proposal, to enable the City to ensure that the Proposal meets the required criteria. If adequate information is not submitted with the Proposal, it may be rejected. The City will be the sole judge in determining if the item Proposal qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Proposer is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the RFP, for questions of a material nature, or prior to five (5) days before Proposal due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Proposer.
- 3.08 MISTAKES:** Proposer are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of Proposal opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Proposer, be returned within thirty (30) days of Proposal award at Proposer's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Proposer shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a Proposal.
- 3.10 LIFE CYCLE COSTING:** If so specified in the RFP, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 PROPOSALDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Proposer to submit Proposals or alternate Proposals containing items with recycled content. When submitting Proposals containing items with recycled content, Proposer shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the RFP, the City may give preference to Proposals containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any Proposals received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Proposer's ability to perform. The Procurement Manager reserves the right to reject Proposals where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **PROPOSAL SURETY:** If Special Conditions require a Proposal security, it shall be submitted in the amount stated. A Proposal security can be in the form of a Proposal bond, postal money order, cashiers check, or irrevocable letter of credit. Proposal security will be returned to the unsuccessful Proposer as soon as practicable after opening of Proposals. Proposal security will be returned to the successful Proposer after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after Proposal opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a Proposaling firm who has City elected officials, officers or employees affiliated with it, unless the Proposaling firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposer must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF PROPOSALS:** The City reserves the right to accept or reject any or all Proposals, part of Proposals, and to waive minor irregularities or variations to specifications contained in Proposals, and minor irregularities in the Proposaling process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Proposer whose product or service meets the terms, conditions, and specifications of the RFP and whose Proposal is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Proposer, the following shall be considered when applicable: the ability, capacity and skill of the Proposer to perform as required; whether the Proposer can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Proposer; the quality of past performance by the Proposer; the previous and existing compliance by the Proposer with related laws and ordinances; the sufficiency of the Proposer's financial resources; the availability, quality and adaptability of the Proposer's supplies or services to the required use; the ability of the Proposer to provide future maintenance, service or parts; the number and scope of conditions attached to the Proposal.

If the RFP provides for a contract trial period, the City reserves the right, in the event the selected Proposer does not perform satisfactorily, to award a trial period to the next ranked Proposer or to award a contract to the next ranked Proposer, if that Proposer has successfully provided services to the City in the past. This procedure to continue until a Proposer is selected or the contract is re-Proposal, at the sole option of the City.

- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all Proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Proposal response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Proposer wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of RFP award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Proposer, by submitting his Proposal, agrees to a Proposal by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to Proposal specifications. Items delivered which do not conform to Proposal specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Proposer's name being removed from the City's Proposer's mailing list for a specified period and Proposer will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Proposer.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to RFP award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the RFP, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Proposer's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Proposer, by virtue of Proposal, certifies that if awarded any portion of the RFP he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Proposer is awarded a contract as a result of this RFP, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the RFP and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this RFP, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the Proposal process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts

of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, 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's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this RFP without the prior written consent of the City. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Form G-107 Rev. 07/01