



**Issue Date: August 10, 2016**

***Pre-Proposal Conference: NOT APPLICABLE***

**Bid Due Date: September 26, 2016 @ 3:00 p.m. local time**

**REQUEST FOR PROPOSAL  
BANKING SERVICES**

**RFP NO. FADM-180000-DH**

**Purchasing Representative:  
Diane Holder, Senior Buyer  
Purchasing Division  
Phone: (352) 334-5021  
Fax: (352) 334-3163  
Email: [holderds@cityofgainesville.org](mailto:holderds@cityofgainesville.org)**

**City of Gainesville  
200 East University Avenue, Room 339 – Gainesville, Florida 32601**

# TABLE OF CONTENTS

<b>SECTION I – REQUEST FOR PROPOSAL OVERVIEW &amp; PROPOSAL PROCEDURES</b>	<b>1</b>
A. INTRODUCTION/BACKGROUND .....	1
B. RFP TIME TABLE .....	1
C. PROPOSAL SUBMISSION.....	1
D. PRE-PROPOSAL CONFERENCE.....	2
E. CONTACT PERSON .....	2
F. ADDITIONAL INFORMATION/ADDENDA .....	3
G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS .....	3
H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES .....	3
I. COSTS INCURRED BY PROPOSERS.....	3
J. ORAL PRESENTATION .....	3
K. EXCEPTION TO THE RFP .....	3
L. TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY INFORMATION	4
M. QUALIFICATIONS OF PROPOSERS.....	5
N. NEGOTIATIONS .....	5
O. RIGHTS OF APPEAL .....	5
P. RULES; REGULATIONS; LICENSING REQUIREMENT.....	5
Q. REVIEW OF PROPOSALS .....	5
R. LOCAL SMALL BUSINESS PARTICIPATION.....	5
S. LIVING WAGE .....	6
T. LOCAL PREFERENCE .....	6
U. RECORDS/AUDIT .....	7
V. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES	7
.....	7
W. DISCRIMINATION PROHIBITION.....	7
X. ART IN PUBLIC PLACES.....	7
Y. DAVIS-BACON.....	7
<b>SECTION II – SCOPE OF SERVICES .....</b>	<b>8</b>
A. INTENT.....	8
B. MINIMUM REQUIREMENTS .....	8
<b>SECTION III – PROPOSAL FORMAT .....</b>	<b>9</b>
A. FORMAT AND CONTENTS OF PROPOSAL.....	9
B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS.....	9
<b>SECTION IV – EVALUATION CRITERIA AND PROCEDURES.....</b>	<b>11</b>
A. EVALUATION CRITERIA.....	11
B. SELECTION PROCESS.....	12
<b>SECTION V – GENERAL PROVISIONS .....</b>	<b>13</b>
A. CONTRACT AWARD.....	13
B. GENERAL TERMS AND CONDITIONS .....	13
<b>SECTION VI – TECHNICAL SPECIFICATIONS.....</b>	<b>16</b>
A. SCOPE.....	16
B. BACKGROUND .....	24
<b>SECTION VII – PRICE PROPOSAL- BANKING SERVICE ACTIVITY PRICE PROPOSAL</b>	<b>25</b>
.....	25
<b>DRUG-FREE WORKPLACE FORM.....</b>	<b>29</b>
<b>DEBARRED AND SUSPENDED BIDDERS:.....</b>	<b>30</b>
<b>BREACH OF CONTRACT.....</b>	<b>30</b>
<b>ARTICLE X. LOCAL PREFERENCE POLICY* .....</b>	<b>34</b>
<b>CERTIFICATION OF COMPLIANCE WITH LIVING WAGE .....</b>	<b>36</b>
<b>LIVING WAGE DECISION TREE.....</b>	<b>37</b>
<b>LIVING WAGE COMPLIANCE.....</b>	<b>38</b>
<b>PROPOSAL RESPONSE FORM – SIGNATURE PAGE.....</b>	<b>39</b>

**BANKING SERVICES QUESTIONNAIRE ..... 41**  
**PURCHASING DIVISION SURVEY..... 48**

**CITY OF GAINESVILLE  
REQUEST FOR PROPOSALS FOR  
BANKING SERVICES**

**SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES**

**RFP#: FADM-180000-DH**

**September 26, 2016  
(Due Date)**

**A. INTRODUCTION/BACKGROUND**

The City of Gainesville (hereafter "City") is requesting proposals from qualified providers of banking services.

**B. RFP TIME TABLE**

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	August 10, 2016
Pre-Proposal Conference	NOT APPLICABLE
Deadline for receipt of questions	September 15, 2016
Deadline for receipt of proposals	September 26, 2016 (3:00 p.m. local time)
Evaluation/Selection process	Week of October 10, 2016
Oral presentations, if conducted	Week of October 24, 2016
Projected award date	To be determined
Projected contract start date	October 1, 2017

**C. PROPOSAL SUBMISSION**

One original and six copies (a total of seven) of the complete proposal must be received by September 26, 2016 at 3:00 p.m. local time at which time all proposals will be publicly opened. In addition, proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc.

The original, all copies, and the separate sealed price envelope, if required, must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number, RFP title, number and due date and delivered to:

City of Gainesville  
General Government Purchasing  
200 East University Avenue, Room 339  
Gainesville, Florida 32601

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 7:00 a.m. and 6:00 p.m., local time, Monday through Thursday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after 3:00 p.m. (local time), September 26, 2016 will not be considered and will be returned unopened.

Both the Technical Proposal and the Price Proposal, if required to be submitted in a separate envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to both Proposals. In the absence of a corporate seal, the Proposals must be notarized by a Notary Public.

The submittal of a proposal by a proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated fees.

#### **D. PRE-PROPOSAL CONFERENCE**

*NOT APPLICABLE* - A pre-proposal conference has not been scheduled.

#### **E. CONTACT PERSON**

The contact person for this RFP is Diane Holder, Senior Buyer, at (352) 334-5021 or [holderds@cityofgainesville.org](mailto:holderds@cityofgainesville.org) in Purchasing. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

**F. ADDITIONAL INFORMATION/ADDENDA**

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer’s name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer’s name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

**G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

**H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

**I. COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Commission.

**J. ORAL PRESENTATION**

The City may require proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

**K. EXCEPTION TO THE RFP**

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

## **L. TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY INFORMATION**

All proposals (including all documentation and materials attached to proposals or provided in connection with this RFP) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this RFP (even if in a separate envelope)) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If proposer believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate envelope and comply with the following requirements. In addition to submitting the information in a separate envelope, proposer must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by proposer as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by proposer is/are correct and/or accurate. The City will notify proposer if a public records request is received and proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (email notice is acceptable notice) to file the necessary court documents to obtain a protective order.

Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary proposer agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to its designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to proposer's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by proposer to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Proposer acknowledges and agrees that all information in proposer's proposal (not including information in section L) will be disclosed, without any notice to proposer, if a public records request is made for such information.

Please be advised that proposer's proposal, including the information submitted in a separate envelope in accordance with the requirements set forth in this Section L, will be distributed to the Evaluation Committee members, City staff and City Consultants to allow proposer's entire proposal, including the information submitted in a separate envelope, to be evaluated and considered for award of this Contract. The entire contents of Proposer's proposal, including the information submitted in a separate envelope, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes. In the event a public records request is received the City will notify Proposer and Proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (e-mail notice is acceptable notice) to file the necessary court documents to obtain a protective order.

## **M. QUALIFICATIONS OF PROPOSERS**

As a part of the Proposal evaluation process, City may conduct a background investigation of proposer, including a record check by the Gainesville Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation.

No proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be irresponsible or unreliable by City.

If Proposer is determined to be irresponsible or unreliable, City will notify Proposer of its finding, including evidence used, and allow proposer an informal hearing and the opportunity to come into compliance within three business days of notification.

## **N. NEGOTIATIONS**

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected proposer. If the City and the selected proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected proposer. This process will continue until a contract has been executed or all proposers have been rejected. No proposer shall have any rights against the City arising from such negotiations.

## **O. RIGHTS OF APPEAL**

Participants in this RFP solicitation may protest RFP specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Services Procedures Manual.

## **P. RULES; REGULATIONS; LICENSING REQUIREMENT**

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

## **Q. REVIEW OF PROPOSALS**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

## **R. LOCAL SMALL BUSINESS PARTICIPATION**

It is the policy of the City of Gainesville that qualified local small business (SBEs) as defined in the City of Gainesville's Local Small Business Procurement Program (the "Program") shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City. Notification is hereby given that local small businesses are strongly encouraged to submit a bid in response to any procurement opportunity let by the City of Gainesville. Prime contractors are strongly encouraged to utilize qualified local small business subcontractors and material suppliers. A listing of qualified businesses is located on the City's website at: [http://www.cityofgainesville.org/Portals/0/eo/Small\\_SDV%20Business%20Listing%20\(1.28.16\).pdf](http://www.cityofgainesville.org/Portals/0/eo/Small_SDV%20Business%20Listing%20(1.28.16).pdf)



Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the Program or in the performance of its SBE obligations under a City contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City. Violators of the Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City's contracts in accordance with the City of Gainesville's Debarment and Suspension Policy.

## **S. LIVING WAGE**

- This contract is a covered service. (See Living Wage Decision Tree - Exhibit C attached hereto)  
 This contract is **not** a covered service.

The Living Wage ordinance, Ordinance 020663, as amended at Ordinance 030168, and as shown on the City's web page, applies to certain contracts for specific "Covered Services," which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Bidders/Proposers should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are "Covered Services", the prime contract amount exceeds the threshold amount, the bidder/proposer meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be \$11.6827 per hour (Living Wage with Health Benefits) or \$ 12.93 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached as Exhibit B hereto, prior to the City executing the contract. Once executed, such certification will become part of the contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.
- (2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

## **T. LOCAL PREFERENCE**

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points. If Local Preference is requested by the proposer, the attached Exhibit A must be submitted with the proposal.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. Exhibit -A-(Attach Codified document)

**U. RECORDS/AUDIT**

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

**V. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES**

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

**W. DISCRIMINATION PROHIBITION**

No person shall, on the grounds of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, and gender identity, be refused the benefits of, or be otherwise subjected to, discrimination under any activities resulting from this RFQ.

**X. ART IN PUBLIC PLACES**

In 1989, the City of Gainesville adopted an ordinance (Art in Public Places) requiring that, “each appropriation for the original construction or major renovation of a local government building which provides public access shall include an amount of at least one (1) percent of the total appropriation for the construction or major renovation of the building to be used for the acquisition of art”. Compliance with the Art in Public Places ordinance is required for this project and will require coordination between the Contractor, architect and an artist. A copy of the ordinance is available upon request.

**Y. DAVIS-BACON**

It will be the responsibility of the contractor to check with the department project manager to determine if compliance with the Davis Bacon Act and the DOL regulations are required.

## **SECTION II – SCOPE OF SERVICES**

### **A. INTENT**

It is the intent of the City of Gainesville to obtain proposals for the City's comprehensive banking services. The City's objective is to:

1. Obtain banking services economically and efficiently;
2. Maximize earnings on public funds deposited locally; and
3. Maximize use of technology to enhance efficiency in the City's banking program.

### **B. MINIMUM REQUIREMENTS**

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

- (a) The proposer must be a commercial bank, certified by the State of Florida, Bureau of Collateral Securities, Division of Treasury, as a "Qualified Public Depository" pursuant to the provision of the Florida Security for Public Deposits Act as described in Chapter 280, Florida Statutes.
- (b) The proposer must be a full service commercial bank with multiple branch locations within the City of Gainesville.
- (c) The proposer must have the capability of performing the duties specified in this REQUEST FOR PROPOSAL.
- (d) The proposer must have available an adequate number of qualified staff to provide the services specified in this REQUEST FOR PROPOSAL.
- (e) The proposer must be able to provide full-service web-based banking products and balance reporting services.
- (f) Incoming wire transfers must have same day availability.
- (g) The proposer must honor all checks drawn upon City accounts should the City experience an overdraft in a particular account.

## SECTION III – PROPOSAL FORMAT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

### A. FORMAT AND CONTENTS OF PROPOSAL

#### 1. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

#### 2. Technical Proposals

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the proposer deems relevant.

#### 3. Price Proposal

The price proposal is a presentation of the proposer's total offering price including the estimated cost for providing each component of the required goods or services.

Proposers should indicate the dollar amount which will be attributed to each sub-contractor, if any.

If a prescribed format for the price proposal is appended, proposers must use it; otherwise, proposers may use formats of their choice.

#### 4. Qualifications

The response to the minimum qualification requirements contained below is a list of the minimum qualification requirements prescribed for the RFP. Proposers must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, proposers must use said format and supply said documentation.

**A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with the proposal if a local preference is requested.**

### B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

Include a description of the experience, qualifications including any minimum qualifications, financial stability, recent references of the proposer's performance on contracts of similar scope and size required. A specific format may be required of the proposers. Experience may be included as the number of years, level of technical knowledge, educational degrees and certifications required. Financial stability may be determined by requesting the proposers most recent financial statement, certified audit, balance sheet, or evidence of bonding capacity.

1. Proposal tables of contents shall outline the major areas of the proposal in sequential order. All pages of the proposals, including the enclosures, must be clearly and consecutively numbered and correspond to the proposals' table of contents.

2. Proposers must provide documentation which demonstrates their ability to satisfy all minimum qualifications specified in the RFP Scope of Services, and sample reports, if appropriate;
3. A list of contact personnel within the proposer's organization who are qualified to provide information and assistance on a daily basis in the specific activity areas reflected in the Scope of Services, and a guarantee that one of those personnel will be reachable by designated City personnel on any banking business day. In addition, the proposal must provide a summary of qualifications for each of the proposers' designated personnel, indicating the position/title, length of service in banking related work, physical location of the office, and a brief summary of educational and professional experience.
4. Audited financial statements for the prior three years, any internal control reports, and all reports issued pursuant to SAS 70, issued by the Auditing Standards Board, American Institute of Certified Public Accountants.
5. Names and addresses of business customers of similar size and complexity as the City, with similar organizational requirements for each component service. Each reference shall include a contact person, a current telephone number, and email address
6. A price for each activity listed in the Scope of Services and in Section VII - Price Proposal-Banking Services Activity Price Proposal.
7. To receive consideration, the proposer shall thoroughly document the bank's ability to meet the minimum requirements listed in Section II-SCOPE OF SERVICES, B. Minimum Requirements

## SECTION IV – EVALUATION CRITERIA AND PROCEDURES

### A. EVALUATION CRITERIA

#### 1.0 SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's Professional Services Evaluation Handbook. The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

#### 1.1 Technical Qualifications Evaluation

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

#### 1.2 Written Proposal Evaluation

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

#### 1.3 Presentation/Interview Evaluation

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done." The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

#### 1.4 Other factors

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as SBPP and/ or Local Preference. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the City's Purchasing Policies and Procedures.

## **B. SELECTION PROCESS**

The contractor(s) will be selected from the qualified vendors submitting responses to this Request for Proposals. The selection process will be as follows:

1. Evaluators consisting of staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Upon review and evaluation, the City may request oral presentations from the top ranked vendors. During the oral presentations, the vendors shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City. Firms selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a CD.
3. Prior to final ranking of firms, the apparent top ranked vendor will be required to furnish proof to the City that it complies with the specifications.
4. The final ranking of firms will be in accordance with the procedures described in the City's Professional Services Evaluation Handbook. If required, the final ranking of firms will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked vendor.
5. Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked proposer for the provision of Banking Services. Should the City be unable to negotiate a satisfactory contract with the top ranked vendor, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contract is negotiated.

## SECTION V – GENERAL PROVISIONS

### A. CONTRACT AWARD

The award(s), if any, shall be made to the proposer(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final.

The Contract to be entered into with the successful proposer will designate the successful proposer as the City's Contractor and will include, but not be limited to, the following terms and conditions.

### B. GENERAL TERMS AND CONDITIONS

Following are the General Terms and Conditions, supplemental to those stated elsewhere in the Request for Proposals, to which the Vendor must comply to be consistent with the requirements for this Request for Proposals. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

1. Public Entity Crimes. Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
2. Tie Bids. Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; and (4) Bidders located within the State of Florida. In the case where Federal funds are being utilized, articles 2,3 and 4 will not apply.
3. Drugfree Workplace. Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.
4. Indemnification. The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
5. Insurance. Contractor shall provide proof of insurance in an amount as noted below:

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).



The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance

Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

6. Sovereign Immunity. Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.
7. Term. The term of the contract will commence on October 1, 2017 and will continue for five years, subject to funding in subsequent fiscal years. At the end of the contract period, upon satisfactory performance, the City, may at its option, negotiate and extend the contract for one additional five-year period.
8. Termination. The contract will provide termination by either party without cause upon 30 days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination.
9. Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue in the courts of Alachua County, Florida.
10. Joint Bidding/Cooperative Purchasing Agreement: All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.
11. Subcontractors. All successful contractors specific to construction in the amount of \$300 thousand or more to include material suppliers shall be required to provide information of subcontractors in addition to sub and sub subcontractors prior to final payment under the contract.
12. Florida Public Records Act  
Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:
  1. Keep and maintain public records required by the public agency to perform the service.
  2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
  4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS PURCHASING MANAGER, 352-334-5021, [purchasing@cityofgainesville.org](mailto:purchasing@cityofgainesville.org), P.O. Box 490 Mail Station 32, Gainesville, FL 32627.**

## **SECTION VI – TECHNICAL SPECIFICATIONS**

### **A. SCOPE**

#### **A. MAIN OPERATING ACCOUNTS**

The City's operating accounts encompass a number of different activities. The City currently has 10 active accounts. Many City operating departments are responsible for their own deposits. Most but not all of these are made by courier.

In the case of deposited checks being returned because of insufficient funds or any other reason, two attempts will be made by the successful proposer to redeposit the check, after which it will be forwarded to the City's Billing and Collection Division.

Should a situation occur wherein a negative balance exists in any of the accounts titled to the City the successful proposer will be responsible for notifying appropriate City personnel. If a positive balance exists cumulatively across all accounts, then the successful proposer will honor all checks.

On a daily basis, City deposits via armored car deliveries directly to the vault tellers. Incidental deposits may also be made at various banking locations. All deposits arriving at the designated Gainesville banking office by 2 p.m. on a banking day shall be posted the same day. Any discrepancies between the successful proposer's and the City's totals shall be promptly identified and the appropriate City personnel notified. Deposits will be counted, recorded and adjusted accurately and will not be subject to arbitrary banking *de minimis* rules unless agreed upon in writing by the City.

The successful proposer must have the capability of receiving and transmitting wire transfers, Automated Clearing House ("ACH") transfers including payroll direct deposits, and Electronic Funds Transfers ("EFTs").

There are two Account Analysis Activity Bid Sheets in Exhibit G of this RFP. Copy #1 indicates the approximate number of transactions anticipated. The numbers on Copy #1 comprise the City's best estimate of volume of activity, but the City does not guarantee the estimates as minimum or maximum activity levels in any given period or year, or over the life of the contract. Copy #2 is blank and is to be used by proposers to encompass the pricing elements for banking services.

#### **B. PAYROLL AND ACCOUNTS PAYABLE ACCOUNTS**

The City currently pays approximately 2,200 employees biweekly and 1,700 retirees monthly. Net pay for fiscal year 2015 totaled approximately \$100 million for active employees and approximately \$35 million for retirees. Direct deposit transactions total approximately 110,000 transactions annually for active and retired personnel combined.

The City currently pays vendors weekly. Approximately 150 vendors are paid via ACH weekly, and an average of 5-15 vendors are paid weekly by check issuance, depending on the specific payables cycle.

The successful proposer shall be able to send and receive daily ACH file transfers and report them to City personnel by 8 a.m. the following business day.

All proposers must indicate the timeline for ACH transfers, both for cash receipts processing, payroll processing and accounts payable processing. Indicate deadlines; timing of deposits into receiving and

withdrawals from disbursing accounts of the ACH system. For disbursing ACH transfers, proposers must indicate where the cash will be held and to whom the earnings on that cash will be credited during the interim between receipt from the City (banking debit to City's account and the transfer of cash to receiving entities and individuals).

The City currently uses a purchasing card program provided by a separate third party vendor, but we would like Banking Services proposers to provide an "option" to include purchasing card services as part of their banking services. The City's current purchasing card program includes 315 active cards, making over 15,300 annual debit transactions, averaging \$277 per debit. Fiscal Year 2015 purchasing card transactions totaled \$4,235,466. Banking Services proposers should provide details of their online purchasing card systems, and mobile options for transaction and receipt tracking, as well as their rebate percentages.

### **C. STATEMENTS**

All City accounts shall have the last calendar day of the month as the cutoff date. Statements shall be delivered to the City within 5 business days following the statement date. Proposers shall submit copies of sample statements along with all other proposal elements and documents. The monthly statements shall be delivered separately to appropriate City personnel and shall be sent via overnight delivery if necessary to ensure receipt within the required time frame.

The successful proposer shall provide, for the City, images of the front and back of all cancelled checks in addition to and at the same time as the monthly statements. These may be provided on CD or by other standard electronic format and should be designed to be accessible and readable by the City in perpetuity.

The successful proposer shall provide, for the City, online access to daily activity statements each banking day before 8 a.m. The online files shall detail all activity for each account, including beginning balance; individual debits and credits; ending balance; all ACH transfers in and out. For ACH transfers in, the successful proposer must provide all identifying information regarding each transaction which has been provided to the proposer in conjunction with the ACH transfer.

### **D. RECONCILIATIONS**

The successful proposer will provide partial reconciliation of specific City checking accounts; the specific accounts will be all those for which the City uses Magnetic Ink Character Recognition (MICR)-encoded pre-numbered checks. Partial reconciliation will consist of a summary of account activity, sorting each month's canceled checks in numerical order, and a copy of a computer printout showing in numerical sequence the check number, the dollar amount, the transaction date of each cancelled check, the grand total dollar amount of the canceled checks, and a listing of any missing check numbers.

### **E. POSITIVE PAY SERVICE**

a) The bank shall provide positive pay reconciliation services. The bank shall electronically compare all checks presented for payment against a database, provided by the City via Internet SSL transmission or manual entry on the bank's website. The bank will provide a system that will notify the City of all exceptions by 10:00 A.M., and the City will notify the bank by 5:00 P.M. to pay or return the item. Consideration will be given to types of payment controls.

b) The Bank shall provide the City with details of all processed and returned checks on CDROM or USB along with any software required for use.

## F. CUSTODIAN AND INVESTMENT SERVICES

**Custodian/Safekeeper Services.** The City shall employ the successful proposer as the Custodian or Safekeeper of certain assets of the City. The City maintains separate and distinct Trust accounts for investment as well as debt reserve purposes. The Custodian/Safekeeper shall receive securities in the name of the City and shall hold these securities in a separate, distinct Trust account. In no case shall securities owned by the City be commingled with securities owned by any other entity. All property delivered to the Custodian/Safekeeper, its agents or its sub-custodians shall be held and dealt with as hereinafter provided.

The Custodian/Safekeeper shall not be responsible for any property held or received by the Depositor and not delivered to the Custodian/Safekeeper, its agents or its sub-custodians.

The City shall from time to time transfer or cause to be transferred to the Custodian/Safekeeper for deposit, securities and monies owned by City at any time during the period of the Agreement. The Custodian/Safekeeper shall keep all stocks, money, certificates, bonds, and other property and securities delivered through the Federal Reserve book-entry system, a clearing agency which acts as a securities depository or another book-entry system for the central handling of securities collectively referred to herein as "Securities System" to the Custodian/Safekeeper, its agents or sub-custodians, and shall hold, invest, disburse, or otherwise dispose of the same or any part thereof upon receipt of proper instructions of the depositor as hereinafter provided. Safekeeping receipts will be issued to the City.

The City shall make all trade decisions with respect to their investments independently, and shall execute trades through the brokers or dealers of their choice. The Custodian/Safekeeper will be notified of investment transactions by website notice, email or facsimile trade tickets. Trades will be settled in accordance with Delivery Versus Payment(DVP) industry standards and instructions as specified by authorized City personnel in conjunction with executing brokers. Trade settlement confirmations will be made to the City via email on the date on settlement. The Custodian/Safekeeper will notify the Bank and appropriate City personnel of all trade discrepancies, in a timely manner, so that the Bank can settle the discrepancies before 4 p.m.

**Purchases of Securities.** Upon receipt of proper instructions and insofar as funds are available for this purpose, the Custodian/Safekeeper shall pay for and receive all portfolio securities purchased for the Trust account, such payments being made to the bank, securities dealer or broker representing the seller only upon receipt by the Custodian/Safekeeper or its agent of the securities and forms for transfer satisfactory to the Custodian/Safekeeper.

**Sales of Securities.** Upon receipt of proper instructions the Custodian/Safekeeper shall make delivery of portfolio securities sold for the account of the Trust, such delivery to be made only upon payment therefor in lawful money of the United States paid to the Custodian/Safekeeper or its agent. The Custodian/Safekeeper shall arrange such stock or bond transfer as is necessary prior to sale in order to make delivery to the buyer. If, for any reason, sale of securities is not to transpire, then appropriate City personnel will contact the Custodian/Safekeeper promptly and Custodian/Safekeeper will retain securities until further instructions are received from authorized City personnel.

**Exchange of Securities.** Upon receipt of the proper instructions, the Custodian/Safekeeper shall exchange portfolio securities held by them for the account of the Trustees for securities in connection with any reorganization, merger, consolidation, stock split, change in par value, conversion or

otherwise. The Custodian/Safekeeper shall deposit any such securities as are required in accordance with the terms of any reorganization of a protective plan. Without further instructions, the Custodian/Safekeeper is authorized to exchange securities in temporary form for securities in definitive form, to effect an exchange of shares when a par value of stock has changed, and upon receiving payment in clearing house funds therefor, to surrender bonds or other securities at maturity or when advised of earlier call for redemption. The Custodian/Safekeeper accepts responsibility for being aware of any such calls and for taking such appropriate action as is required and authorized under the terms of this Agreement. Maturing investments will be presented to the issuer at maturity and principal and interest due will be deposited to the appropriate City account the day of the maturity. Confirmation of the maturity shall be made to the City by email no later than 3 p.m. of the day of the maturity.

**Collections.** The Custodian/Safekeeper shall collect, receive and deposit for the Trust accounts all income and other payments with respect to the securities deposited with the Custodian/Safekeeper and shall execute ownership and other certificates and affidavits for all federal, state or local tax purposes and for the collection of bond and note coupons. The Custodian/Safekeeper shall take all other action necessary and proper in connection with the collection, receipt and deposit of such income and other payments, including but not limited to, the presentation for payment of all coupons and all other income items requiring presentation on all securities which may mature or be called, redeemed, retired or otherwise become payable, and the endorsement for collection in the name of the Trusts of all checks, drafts and other negotiable instruments. The Custodian/Safekeeper shall receive and collect all stock dividends, rights and other similar items and shall deal with the same pursuant to direction by the City. Interest payments on investments held in custody will be deposited into the appropriate custody account, and notification of all interest payments shall be made to the City by email on the day of the receipt of the payment.

**Books, Records and Accounts.** The Custodian/Safekeeper shall maintain accurate and detailed accounts and complete records of all transactions in the investment accounts of the Trust, and shall render statements or copies thereof from time to time as requested by the City. The Custodian/Safekeeper shall assist in the preparation of reports and audits of accounts of the Trust and other similar matters in connection with the duties of the Custodian/Safekeeper. The Custodian/Safekeeper shall produce and deliver the following reports to the City within five business days following the end of the established monthly reporting period. The reports shall include the information as specified:

**Monthly Custodian/Safekeeping Reports.** Transaction Statements indicating changes to the carrying value of the assets and which shall specifically reflect the following:

- a. Securities or other property sold, the net proceeds, other costs.
- b. Securities or other property purchased, its cost basis, other costs.
- c. Income collected on securities or other property owned.
- d. Other disbursements or receipts of cash.
- e. The average weighted cost of each asset.
- f. Assets owned by this investment advisor account as subdivided into industry groups.
- g. The total cost basis of each asset.
- h. The market price per unit of each financial asset.
- i. The total market value of each financial asset.
- j. The percent of the total account which a particular asset class comprises based on market value.
- k. Estimated annual income:
  - (1) For equities, the estimated dividend yield.
  - (2) For debt securities, the anticipated interest that will be earned.

- l. The estimated income yield percentage based on the current market value of a particular asset (does not anticipate capital gains or equities).
  - m. The estimated income yield percentage based on the original purchase price of a particular asset.
- All books, records, accounts and Trust property held by the Custodian shall be open to inspection and audit at all reasonable items by the City or its designees.

**Investment Services.** The successful proposer will be required to provide daily liquidity investments for any cash balances held in the City's bank accounts and trust Accounts. These investments will typically be in the form of money market funds or guaranteed rate accounts based on the Federal Funds Rate.

Current General Government account daily cash balances investments average approximately \$30 million but may fluctuate between \$10 million and \$100 million depending on cash flows and market conditions.

Proposers shall provide detailed descriptions of all daily liquidity investments that they offer, and quote their historical return rates and/or their most competitive guaranteed interest rates.

**Investment Safekeeping.** a) When securities are used as collateral or pledged on overnight investments, the bank will control the securities via their own trust department, through their correspondent New York City bank and by delivery (delivery vs. payment) or book entry with Federal Reserve Bank.

b) A safekeeping receipt should be issued in the City's name for each investment purchase. A notification of charge or credit for each investment transaction shall be sent to the City.

c) A third party custodian shall hold collateral for all investments with a term longer than one (1) business day.

## **G. COLLATERAL**

Prior to receiving the City's deposits, a bank must be certified as being a "Qualified Public Depository" under the Florida Security for Public Deposits Act, as amended. The characteristics of eligible collateral are subject to the criteria of Chapter 280 Florida Statutes and will be further subject to modification as to quantity, equality and type by action of the State Treasurer. The pledge, substitution, and withdrawal of collateral securities will also be achieved in accordance with procedures established by the Florida Security for Public Deposits Act and the State Treasurer's Office.

## **H. OVERNIGHT INVESTMENT OF EXCESS COLLECTED FUNDS**

a) The depository bank shall provide an overnight investment service. This will automatically invest all collected funds of the Concentration Account and other specified accounts into an overnight investment. The calculation and investment of excess funds shall be completed after all of the regular demand deposit activity has been posted. The bank shall furnish, by 10:00 A.M., each day, a listing of uncollected and collected balances in the City's accounts and a grand-total of all balances in these accounts as of the close of business for the previous day (this requirement may be satisfied by on-line access). The collected funds will be the basis for determining the funds available for competitive bidding by the City on that day. In the event the bank information is not updated to the City by the 10:00 A.M. deadline, the bank

will be responsible to pay any items they may process that day, as the City will also miss their deadline to call in an investment.

b) The bank shall invest all remaining excess collected balances in the Concentration Account and the interest earnings into the Concentration Account on a daily basis. The earnings interest rate shall be verified at the same time as the daily account balances are furnished to the City.

## **I. CREDIT CARD PROCESSING SERVICES**

Currently the City accepts MasterCard and VISA cards for various transactions using First Data Merchant Services. The City uses 15 Clover processing terminals with distinct merchant ID numbers to facilitate accounting functions. Proposers shall accept electronic files of credit card payments. Proposers shall provide information detailing their credit card authorization method, credit card processing arrangements, City funds deposit availability timing, and discounts or premiums associated with transaction types & volumes. The number of credit card processing terminals may increase over the term of the banking services agreement.

Proposers shall also provide information regarding automated credit card processing services for e-commerce purposes (essentially omitting a need for third party processors such as Paypal), because the City is increasing its e-commerce outreach to residents.

## **J. ONLINE BANKING SERVICES**

The City requires proposers to provide comprehensive online banking services, including detailed daily account balance and transaction reporting, account balance and transaction history of at least 90 days, stop payment research and initiation, account transfer capabilities, wire transfer capabilities, and item imaging capabilities. The City requires these services to be made available through a secure Internet website. Proposals should include access to the proposer's banking services website with standard account navigation and functionality available for evaluation purposes. Additional online services are encouraged; proposers should describe all available services and the prices for each.

The management of security credentials for online access, including password resets, shall be handled within the same business day of the request.

All proposers must provide a copy of the most recent security audit(s) of internet transactional sites, and must provide information regarding in-house systems security and hacking controls. In addition, each proposer shall provide the following information:

- (a) The number of times in the past three years that the proposer's system has been accessed by an unauthorized user, the manner in which such unauthorized access was discovered, and the actions taken by the proposer in each instance.
- (b) The number of times in the past three years that the proposer's web access has been down for routine maintenance, and the average down-time per year for these activities.
- (c) The number of times in the past three years that the proposer's web access has been unavailable to users, not counting corporate take-downs for routine maintenance, and the average amount of time the system was off-line in each year.



## **K. COIN AND CURRENCY**

The City's Regional Transit System (RTS) generates a collection of bills and coins in various denominations. Each day the farebox from each bus is emptied into a vault type system that separates the dollars from the coins. Each morning this vault is emptied into bags. Typically, one bag is generated for unsorted and uncounted bills which are often crumpled, and several bags are generated for unsorted and uncounted coins. These bags are then sent, by armored car, to the successful proposer for counting and deposit. Armored car services are currently contracted and paid for by the City. Proposers wishing to include provision of armored car service may do so on the Banking Activity Price Proposal (Section VII). The coins are counted separately from the dollars and reported separately to the City. The amount of coins counted daily averages \$2,500.

Although an estimate of the coin and currency deposit amount is reported on accompanying deposit tickets, the successful proposer shall provide an accurate count of the actual deposit and make adjustments to the reported deposit amount to reflect the accurate count regardless of the dollar amount of the variance. In addition, the proposer shall report all adjustments to the City no later than noon on the next business day.

The City will sometimes require the bank to provide coin and currency for special events in amounts from \$10,000 to \$30,000. Include time frames and ordering methodology.

In the event of an emergency or disaster, the City may require the bank provide \$200,000 - \$500,000 cash in specified denominations, within a few hours, on a weekend or bank holiday. Discuss how this would be carried out, including any limitations.

## **L. CHECK CASHING**

The bank will cash petty cash, payroll and other City checks at no charge to the City or employees cashing the check. Such City checks will be identified as such. The bank will require that the employee present a current city issued identification card to cash such checks.

## **M. DEPOSIT TICKETS**

The successful proposer will furnish and MICR-encode deposit ticket books for each of the City's accounts, as requested by the City. Two types of books will be made available:

- (1) Two-part sets, usually consisting of a white original and yellow copy, 50 sets per book
- (2) Three-part sets, usually consisting of a white original, yellow copy and pink copy, at 35 sets per book

Proposers shall be able to include absolute accuracy and delivery time not to exceed 2 calendar weeks. Occasional single-book requests shall be delivered within 1 banking day. The successful proposer shall accept MICR-encoded deposit tickets, regardless of whether they are purchased from the successful proposer or from an outside provider.

## **N. DEPOSIT BAGS**

The successful proposer shall provide the City with tamper-proof deposit bags for internal security of deposits temporarily placed in a vault (generally overnight).

## **O. RECORDS SEARCHES.**

The successful proposer shall, upon request, search archived microfilm and electronic records of any requested activity in the City's accounts and provide photocopies or electronic media of checks or other records as requested. The City agrees that the descriptive or instructive criteria for any such search will be as agreed upon, based on the successful proposer's methods of cataloging archives. These archival methods are to be provided to the City in writing on or before October 1, 2017 and thereafter whenever archival methodology is changed or updated. If proposers intend to make any such charges on a per-hour rather than per-item basis, enter a separate pricing line on the Account Analysis Activity Bid Sheet (Appendix G). The successful proposer shall respond to any such request for information, whether current or archived, within 10 working days.

## **P. DISASTER INCIDENCE AND RECOVERY SERVICES**

Successful proposer shall store the most recent EFT payroll data for one full month's activity (generally two active employee payrolls and one retiree payroll) off-site and out-of-state, in order to facilitate disaster recovery and business continuity operations. In case the successful proposer experiences suspended operations in Gainesville or Florida generally or other locations experiencing disaster, the successful proposer shall make archived payroll data available to the City within 24 hours from notice and shall have a failsafe location and series of backup locations designated to process the automated payroll data and other wire transfers that must be made regardless of hardship or disaster and recovery circumstances (i.e., debt payments).

Any successful proposers shall have adequate internal controls to ensure that operations are multiply redundant and able to continue in the face of both unforeseen and foreseen disasters. All proposers must submit copies of their most recent independent audits, any internal control reports, and reports issued pursuant to Statement on Auditing Standards #70, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants.

## **Q. START-UP SERVICES**

The successful proposer shall provide various services during the weeks prior to 10/01/2017 so as to enable "start-up" to occur on 09/01/2017, even though there will likely be no funds in newly established City accounts until 10/01/2017. Proposer shall submit a project timeline indicating what tasks must be done; when each **must** be done; and who from City or proposer's staff shall be responsible. Such services shall include but not be limited to the following:

- (1) Assignment of a primary Account Executive and Alternate(s), including telephone numbers at which one of these assigned personnel can be reached at all times during a normal 8-5 EST business day, and detailed instructions regarding backup arrangements of authorized personnel should officially assigned executives be unavailable on the same banking day
- (2) Assignment of account numbers to City's various accounts
- (3) Processing of documents such as signature forms; overnight mutual fund or other investment agreements, if applicable
- (4) Assistance in the design format of continuous form payroll checks, including size, MICR encoding, etc.

- (5) Ordering and encoding of deposit ticket books, up to a total of 100 books
- (6) Any and all other services normally associated with the establishment of a new commercial account

**R. PAYMENT FOR SERVICES**

All account charges will be itemized on a monthly basis and remitted with the regular monthly statements to the appropriate City personnel. Following the City's opportunity to review the charges and reconcile any differences, payments will be debited by the bank within 15 business days. The City will be provided notice of any such debits.

**B. BACKGROUND**

**Complete and submit Exhibit F – Banking Services Questionnaire**

## SECTION VII – PRICE PROPOSAL- Banking Service Activity Price Proposal

Description	Current Average Monthly Volume	Per Item Charge	Other Basis Required (if other than Per Item)
<b>DEMAND DEPOSIT SERVICES</b>			
FDIC EXPENSE PER 1,000	250		
FDIC EXPENSE PER 1,000	60,000		
ACCOUNT MAINTENANCE – MONTHLY	50		
CHECK RESEARCH/COPY	2		
CHECK RETURN STATEMENT	2		
DEPOSITS CREDITED	150		
DEPOSIT CORRECTIONS	40		
ELECTRONIC CREDITS POSTED	360		
ON US ITEMS	200		
ON US ITEMS PRE-ENCODED	3,100		
CLEARINGHOUSE ITEMS	1,300		
CLEARINGHOUSE ITEMS PRE- ENCODED	17,000		
LOCAL FED/IN STATE FED ITEMS	19,000		
OUT OF STATE ITEMS	600		
OUT OF STATE ITEMS PRE-ENCODED	6,000		
DEPOSIT ITEMS REJECTED	2,000		
ITEMS PAID	1,600		
ELECTRONIC DEBITS POSTED	130		
<b>ZERO BALANCE SERVICES</b>			
ZBA MASTER ACCOUNT	2		
ZBA SUB ACCOUNT	4		
<b>RETURNED CHECK SERVICES</b>			
RETURNED ITEMS	170		
RETURN ITEMS-REPRESENTED	250		
RETURN ITEMS-SPECIAL ADDRESS	420		
<b>BRANCH/NIGHT DEPOSITORY SERVICES</b>			
BRANCH CURR ORD/STRAP	5		
BRANCH COIN ORDER/ROLL	100		
<b>CASH VAULT SERVICES</b>			
CASH VLT MONTHLY MAINT 2-9 LOC	1		
CASH VAULT DEPOSITS	250		
CASH VLT SPECIAL HANDLING FEE	1		
VLT DEPOSIT ERROR	40		
VLT CURRENCY DEP FULL STRAP	60		
VLT CURRENCY DEP HALF STRAP	800		
VLT CURRENCY DEP LOOSE BILL	50,000		
VLT COIN DEPOSIT MIX BAG	85		

Description	Current Average Monthly Volume	Per Item Charge	Other Basis Required (if other than Per Item)
<b>CONTROLLED DISBURSEMENT SERVICES</b>			
CONTROL DISB'T/LIST POST MAINT	2		
<b>CONTROLLED PAYMENT SERVICES</b>			
CONTROLLED PAYMENT MONTH MAINT	1		
CONTROL PAYMENT CHECKS PAID	1,400		
CONTROLLED PAYMENT MISMATCHES	30		
CONTROL PAYMENT ISSUES-BANK CREATED	10		
CPR AUTO D/T TO BANK/TRAN	15		
CPR AUTO D/T TO BANK/RCRD	2,000		
CPR RETURNED ITEM	3		
<b>ARP SERVICES</b>			
PARTIAL RECON-BASE FEE	5		
PARTIAL RECON-ITEM CHARGE	1,700		
DEPOSIT RECON-BASE FEE	1		
DEPOSIT RECON-ITEM CHARGE	200		
CHECK STORAGE – BASE FEE	1		
<b>DISBURSEMENT IMAGE SERVICES</b>			
CD-ROM PAID ITEMS CD	5		
CD ROM IMAGES PER ITEM	3,000		
<b>ACH SERVICES</b>			
ACH MONTHLY MAINTENANCE	3		
ACH FILE TRANSMISSIONS, SELF CONSUMER PPD DEBITS ORIGINATED	55		
CONSUMER PPD CREDITS ORIGINATED	11,000		
CORP CREDITS ORIG CCD, CCD+CTX	7,000		
WEB DEBITS ORIGINATED	200		
ACH DELETIONS – ITEM	12,000		
ACH REVERSALS – ITEM	20		
ACH MAILED REPORT	10		
ACH RETURN ITEM	2		
ACH NOC ITEM	250		
ACH REVERSAL BATCH OR FILE	350		
<b>ACH FRAUD CONTROL</b>			
AFC FRAUD CONTRL MONTHLY MAINT	1		
AFC DEBIT FILTER-BLOCK SETUP	5		
WIRE TRSF MONTHLY MAINT/ACCT	1		
ONLINE REPET WIRE OUT	8		
ONLINE NON-REP WIRE OUT	10		
	20		

Description	Current Average Monthly Volume	Per Item Charge	Other Basis Required (if other than Per Item)
<b>WIRE TRANSFER SERVICES</b>			
WIRE TRSF MONTHLY MAINT/ACCT	8		
ONLINE REPET WIRE OUT	10		
ONLINE NON-REP WIRE OUT	20		
W/T INTERNAL NON-REP ONLINE WIRE	1		
W/T INCOMING	5		
INTERNAL WIRE TRANSFER	1		
<b>ONLINE TREASURY SERVICE</b>			
INITIAL ACCT SETUP FEE	50		
INFO RPTG MAINTENANCE FEE	2		
PD SERVICE/PER MONTH	2		
PD ACCT MAINT/PER ACCT	50		
PD DETAIL/PER ITEM	5,000		
SD SERVICE/PER MONTH	1		
SD ACCT MAINT/PER ACCT	1		
SD DETAIL/PER ITEM	1,300		
SPECIAL RPT SERVICE/PER MONTH	2		
ACH-EDI REPORT/PER DAY	45		
CAR REPORT/PER DAY	25		
CPR REPORT/PER DAY	25		
STOP SERVICE/PER MONTH	2		
STOP PAYMENT/PER STOP	5		
ACH SERVICE/PER MONTH	2		
ACCT TRANSFER/PER TRANSFER	20		
WIRE SERVICE/PER MONTH	2		
IMAGE ITEM RETRIEVAL/PER IMAGE	20		
<b>INVESTMENT SWEEP ACCOUNT SERVICES</b>			
AUTOMATED INVEST SWEEP ACCT	5		
MONTHLY REPORT FEE	5		
<b>CREDIT CARD PROCESSING SERVICES</b>			
DISCOUNT RATE TO PROCESS C/C TRANSACTIONS			
COST OF C/C SUPPLIES & EQUIPMENT			
BANKING SOFTWARE SETUP CHARGES			
MONTHLY SOFTWARE USAGE FEE			
IMPLEMENTATION FEE			
TRANSACTION FEE			
LATE PAYMENT FEE			
ANNUAL MEMBERSHIP FEE			
CASH ADVANCE FEE			
OTHER TRANSACTION FEES (LIST SEPARATELY)			

Description	Current Average Monthly Volume	Per Item Charge	Other Basis Required (if other than Per Item)
<b>CUSTODIAN SERVICES</b>			
ACCOUNT MAINTENANCE – MONTHLY	5		
DTC/Book/Wireable Transactions			
Purchases	2		
Sales	2		
Principal Paydowns	2		
MONTHLY INTEREST PAYMENTS RECEIVED	1		
SECURITY Safekeeping	12		
<b>ARMORED CAR SERVICES(IF AVAILABLE)</b>			
PER LOCATION PICKUP FEE	65 Pickups		

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date



## **DEBARRED AND SUSPENDED BIDDERS:**

### Breach of Contract

1. **Scope.**

This policy prescribes policies and procedures relating to:

  - (a) the debarment of bidders for cause;
  - (b) the suspension of bidders for cause under prescribed conditions;  
and,
  - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.
2. **General.**

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measure should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probably duration of the period of non-responsibility.
- 2.1 **Definitions.**
  - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
  - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
  - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
  - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
  - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
  - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
3. **Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.**
  - (a) The Purchasing Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
  - (b) The list shall show as a minimum the following information:
    - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
    - (2) the basis of authority for each action;
    - (3) the extent of restrictions imposed; and,
    - (4) the termination date for each debarred or suspended listing.
  - (c) The list shall be kept current by issuance of notices of additions and deletions.
4. **Treatment to be Accorded Firms or Individuals Debarred or Suspended**

Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.

  - (a) **Total restrictions.** A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
  - (b) **Restrictions on subcontracting.** If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.
5. **Causes and Conditions Applicable to Determination of Debarment.**

Subject to the following conditions, the Purchasing is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.

- (a) Causes
  - (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
  - (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
  - (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
  - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
    - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
    - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
  - (5) Debarment by any other governmental agency.
- (b) Conditions.
  - (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Purchasing.
  - (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
  - (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). for the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
  - (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Purchasing.
  - (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

#### 5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

#### 6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Purchasing shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

#### 6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Purchasing may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
  - (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
  - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
  - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months form the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment of Suspension.

When the Purchasing seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Purchasing shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

- (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

## **ARTICLE X. LOCAL PREFERENCE POLICY\***

**\*Editor's note:** Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

### **Sec. 2-620. Findings of fact.**

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

### **Sec. 2-621. Definition.**

"Local business" means the vendor has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the occupational license.

(Ord. No. 001261, § 2, 3-29-04)

### **Sec. 2-622. Local preference in purchasing and contracting.**

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

### **Sec. 2-623. Exceptions to local preference policy.**

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;

- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

**Sec. 2-624. Application, enforcement.**

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

**CITY OF GAINESVILLE**

**CERTIFICATION OF COMPLIANCE WITH LIVING WAGE**

**The undersigned** hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for \_\_\_\_\_ a living wage of \$\_\_\_\_\_ per hour to covered employees who receive Health Benefits from the undersigned employer and \$\_\_\_\_\_ per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: _____
Address: _____
Phone Number: _____
Name of Local Contact Person _____
Address: _____
Phone Number: _____
\$ _____
(Amount of Contract)

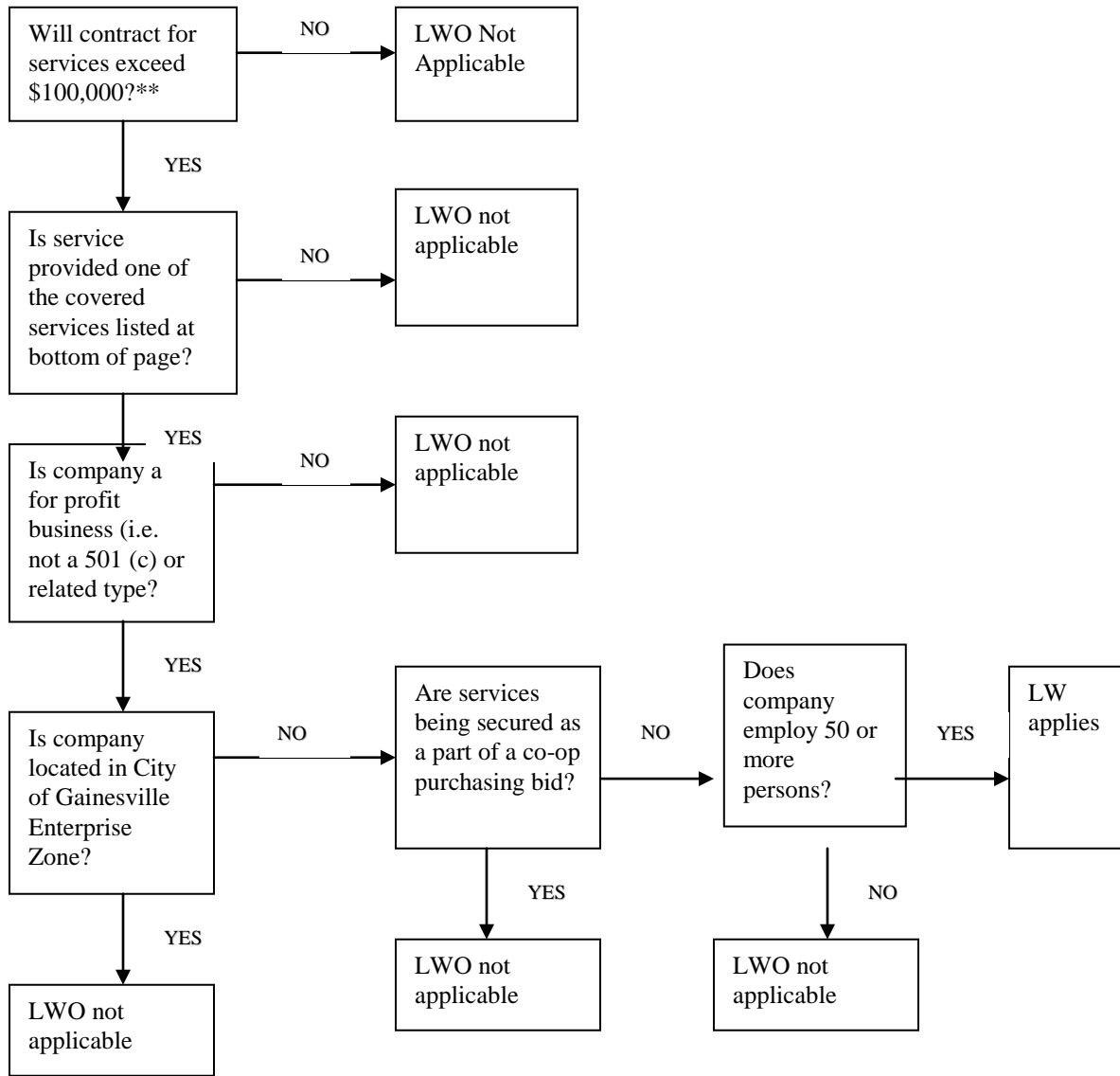
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

### LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services\* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



**\*Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services  
**\*\*Total value of contract.**



## **LIVING WAGE COMPLIANCE**

See Living Wage Decision Tree (Exhibit C hereto)

Check one:

- Living Wage Ordinance does not apply  
(check all that apply)
  - Not a covered service
  - Contract does not exceed \$100,000
  - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
  - Located within the City of Gainesville enterprise zone.
  
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

**PROPOSAL RESPONSE FORM – SIGNATURE PAGE**

**(submit this form with your proposal)**

TO: City of Gainesville, Florida  
200 East University Avenue  
Gainesville, Florida 32601

PROJECT:

RFP/RFQ#:

RFP/RFQ DUE DATE:

Proposer’s Legal Name: \_\_\_\_\_

Proposer’s Alias/DBA: \_\_\_\_\_

Proposer’s  
Address \_\_\_\_\_  
\_\_\_\_\_

**PROPOSER’S REPRESENTATIVE (to be contacted for additional information on this proposal)**

Name: \_\_\_\_\_ Telephone Number \_\_\_\_\_

Date: \_\_\_\_\_ Fax Number \_\_\_\_\_

Email address \_\_\_\_\_

**ADDENDA**

The Proposer hereby acknowledges receipt of Addenda No.’s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
to these Specifications.

**TAXES**

The Proposer agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

**LOCAL PREFERENCE (check one)**

Local Preference requested:       YES       NO

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested.

**QUALIFIED LOCAL SMALL BUSINESS STATUS (check one)**

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions)       YES       NO

**SERVICE-DISABLED VETERANS' BUSINESS (check one)**

Is your business certified as a service-disabled veterans' business?     YES                     NO

**LIVING WAGE COMPLIANCE**

See Living Wage Decision Tree (Exhibit C hereto)

**Check One:**

- Living Wage Ordinance does not apply  
(check all that apply)
  - Not a covered service
  - Contract does not exceed \$100,000
  - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
  - Located within the City of Gainesville enterprise zone.
  
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

**SIGNATURE ACKNOWLEDGES THAT: (check one)**

- Proposal is in full compliance with the Specifications.
- Proposal is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Proposer has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this RFP.

ATTEST:   _____ Signature By: _____  Title: _____	(CORPORATE SEAL) PROPOSER:   _____ Signature By: _____  Title: _____
--	--

## BANKING SERVICES QUESTIONNAIRE

**Complete the following questionnaire, using the following format: restate each question followed by the related response to each question or statement as completely, but briefly, as possible. All responses should be sufficiently detailed to demonstrate the respondent's expertise and capabilities to provide the requested services.**

### **I. ORGANIZATION AND BACKGROUND**

A. Provide the following information for your institution:

1. Name of your bank;
2. Address of main office;
3. Location of other branches in Alachua County, indicating which will accept City deposits. Indicate hours of operation and if the location has a drive through or night depository. Indicate any plans to open branches in the next two years.
4. Name, telephone number, fax number, and e-mail address of the contact person for this RFP and the response.
5. Address of bank's web site.

B. Indicate whether your bank is a parent or a subsidiary of a holding company. Describe all relationships with subsidiaries and/or parent if applicable.

C. List your bank's current bond ratings, both long-term and short-term, from at least two of the top rating agencies (Moody's, Standard & Poor's and Fitch). Provide a history of any rating changes for your bank that have occurred for the previous three years. Include the reasons given by the rating agency for the upgrade or downgrade.

D. State whether your bank is chartered to do business in the State of Florida.

E. State whether your bank is a qualified public depository as defined in Florida State Statutes Chapter 280. What level of collateralization is the bank required to pledge on public deposits at this time?

F. Provide a brief resume of key officers and administrative staff that would be assigned to the City's relationship and list their areas of responsibility. Identify the specific person(s) to be assigned to the City for customer service, including inquiries and/or problem resolution. Discuss the accessibility of key team members proposed to be assigned to the City. Discuss the availability of team members' time and attention. Describe the availability of adequate locally-based personnel to absorb the City accounts and any related requirements. Describe any limitations on your bank's customer service, such as hours of availability or special emergency procedures.

G. In what location(s) will the following services and its accompanying support be provided: deposit processing, reconciliation, proof transit, stop payment processing, wire transfer processing, ACH/EFT/EDI processing and treasury management. Indicate if your bank

utilizes a third party vendor for any services to be provided and include the third party vendor's name and a description of services provided, if applicable.

H. List all local governmental and utility customers in Florida for which your bank has performed services similar to the Statement of Work/Specifications, throughout the five year period ended December 31, 2015. Describe any customers for which the bank has performed services similar to those required by the City, which the bank has lost over the past five years. Please detail reasons for the lost customers. Please provide a list of up to 10 current Florida governmental or utility customers of an account size similar to the City that the City may contact as references. Please include name, contact person, telephone number, number of years as a client and the services provided by the Bank that the City may contact as references. If you require advance notice of the City's intent to contact any of your references, please so indicate.

I. If your bank uses any statistical quality control measures to evaluate treasury services, such as those requested herein, provide such results for the most currently available 12 months. If not, describe how your bank measures and evaluates the quality of its services.

J. Describe any plans to enhance or otherwise change services in the future, providing anticipated time frames for such changes.

K. Briefly describe your bank's disaster recovery plan and how the City's records would be protected/recovered.

L. Identify any actual or perceived conflicts of interest between the City and your bank.

M. Provide a copy of your bank's latest certified annual financial report and most recent quarterly 10-Q Report.

## **II. PROJECT DISCUSSION. (Limit to no more than two pages)**

Describe your bank's general ability and willingness to meet all of the requirements specified by the City. Please indicate your firm's understanding of the City's objectives needs of the services to be provided and your bank's approach and methods to providing the services requested. Are there any of the services referenced in this REQUEST FOR PROPOSAL that your bank is unable to fully perform? If so, please explain. Identify any initial problems or difficulties your bank foresees with establishing a relationship with the City as requested by the REQUEST FOR PROPOSAL. Address your bank's methods to deal with these problems.

## **III. GENERAL BANKING SERVICES**

### **A. ELECTRONIC BANKING**

Discuss your bank's ability to provide access to services through a web-based software product.

1. What kind of provisions does the bank have for backup in the event the Web site is not available? How many hours each week is your web site available to access? How many hours was your web site down in calendar years 2015/2016? Does your bank provide a toll-free, technical support hotline for your web site? What hours of the day is support available?

2. Can your bank provide information in real time on items presented during the day? If so, indicate at what time, the level of detail available, and what items are included.

Does your bank's system have the ability to store and retrieve historic balance data and detailed transaction data by date and by account? If so, for how long? Can full reconciliation of accounts be done electronically? Can this be done daily?

3. Are the services and/or information available on the web site in real time or previous day?
4. Can information from the web site be downloaded for City use?
5. Describe your bank's system security alternatives. Include how your bank's system and/or individual system passwords are handled. Include an overview of security controls over wire transfers. Are additional security features available? Describe any such options.
6. Can the City restrict system users to a set list of programs or specific functions within an individual program? Can the City restrict functions by account number? If so, describe how these feature work.
7. By what means (personal visit, telephone, written manuals, etc.) will your bank provide training necessary for City staff to become proficient with the bank's software/web site?

#### B. ACCOUNT SET UP/STRUCTURE

1. Can the bank set up the account structure as defined in the Statement of Work/Specifications, with controlled disbursement and zero-balance accounts as indicated?
2. Briefly explain your bank's ability to provide for controlled disbursements. How does your bank provide controlled disbursement reporting? Include time when presentment information becomes available to the City.
3. Which branch and/or ABA number does your bank use to facilitate controlled disbursements?
4. Is the bank able to meet the City's requirements for the Electronic Vendor Payments account as described in the Statement of Work/Specifications? Discuss how the bank would provide these services.

#### C. SYSTEM /ELECTRONIC TRANSMITTAL REQUIREMENTS

1. Can your bank comply with the City's requirement to electronically process all types of ACH/EFT transactions, including but not limited to PPD, CCD, CCD+, CTP and CTX?
2. In what format will the City need to transmit the files for positive pay, and is there a manual entry option?
3. Can your bank accept the City's current vendor payables CTX file format, and payroll flat file format? If not, then what file formats does your bank require?

#### D. DEPOSITS

1. Describe your bank's recommended process for handling the City's large volume of deposits through an electronic deposit system using images of checks.

2. Can your bank assign different location codes specific to each City deposit site for Deposit Reconciliation?

3. Provide a copy of your bank's current availability schedule. The schedule should at a minimum be the availability granted by the Federal Reserve. Does your bank provide an analysis of float on checks deposited or some other method to ensure funds availability according to the schedule provided above. Provide an example of the float analysis. What are the daily deadlines for checks deposited to receive availability and collected status according to the availability schedule?

4. On what items will the City be granted same day collected status? Provide any time constraints, geographic limitations or any other limitations, including those for checks drawn on the bank (either locally, statewide or out-of-state), if applicable.

5. Please describe what reserve requirements will apply to the City's accounts.

E. COIN AND CURRENCY

1. Briefly discuss your bank's ability to provide bulk coin processing for the large volume of bulk coin the City will deposit. Please confirm that you can accept uncounted mixed bags of coins, and unsorted/crumpled bills. Will bulk coin deposits receive same day processing and credit?

2. Briefly explain your bank's ability to provide coin and currency for special City events(\$10,000 - \$30,000) and emergency/disaster events(\$200,000 - \$500,000). Include time frames and ordering methodology.

3. In the event of an emergency, can your bank provide cash, within a few hours, on a weekend or bank holiday? Discuss how this might be carried out, including any limitations.

F. ARMORED CAR SERVICE

1. What is the bank's cut-off time for receipt of deposits?

G. DAYLIGHT OVERDRAFTS/OVERDRAFTS

1. How does your bank identify daylight overdrafts? Is your system real time and does it consider deposits, incoming and outgoing wire transfers, ACH transactions and checks presented? Given that your bank would be expected to consider all City accounts in the determination of daylight overdrafts, how would your bank expect to be compensated for daylight overdrafts?

2. If, for whatever reason, the City's account experiences an actual overdraft, will your bank comply with the City's request that any and all checks be honored? How would the bank handle such an overdraft during a time period when the City is closed, including Fridays?

3. Will your bank ensure that all branches and Bank-and-Shop centers with which they are associated conform to this request?

H. OUTGOING WIRE TRANSFERS

1. Explain your bank's policies and procedures for outgoing wire transfers, both repetitive and non-repetitive. Define "repetitive". What information can be changed for a repetitive wire instruction without requiring an additional authorization? Describe your bank's security procedures concerning wire transfers. What security precautions does your bank employ to ensure that only authorized City personnel initiate wire request/approvals? Describe alternative methods of sending wire transfers in the event the electronic system is not available. Does your bank delay or hold wire transfers if the wire transfer results in an overdraft? Please explain.
2. What is the latest time that outgoing wire transfers can be made? What other, if any, time constraints are there?

#### I. ACH/EFT TRANSACTIONS

1. What are your bank's cut-off times for each transfer category? Show times in business days prior to effective date for each category.
2. Will the City have the ability to selectively allow specified vendors to set up recurring ACH payments? Describe how these recurring ACH payments can be implemented, managed, and automatically limited. Will the City have the ability to block ACH payments to vendors?
3. Will the City have the ability to change, add or delete an item after transmitting its ACH/EFT file to your bank? If yes, describe the procedures and any timing constraints. Can your bank provide an ACH/EFT warehousing capability? If so, how long is the maximum warehousing period and how long can changes still be made prior to releasing warehoused transactions?
4. Describe how your bank will provide transaction verification for files the City transmits to your bank.
5. What is the lead-time for establishing a new location on an ACH/EFT transaction file, including time for pre-notification?
6. Describe your bank's capabilities for tracking payment and/or remittance details after it releases a transaction, including whether it assigns and provide reference numbers or other tracking numbers.
7. Describe file retention and inquiry capabilities for payment and remittance details. Is it accessible on-line? How extensive a history file does your bank maintain for ACH/EFT transactions?
8. Describe your bank's system security, indicating any procedures that are required for specific transactions. Are files authenticated and encrypted, authenticated only or encrypted only? Describe the method used.
9. What protection does your bank offer against the erroneous posting of ACH debits to corporate accounts?
10. What audit controls or special audit features does your bank's system offer?



11. Describe alternative methods of processing ACH/EFT transactions in the event the web site system is not available.

J. RETURNED ITEMS

1. Provide your bank's policies and procedures for processing returned items, both checks and ACH. Can all items (both checks and ACH) returned for insufficient or non-collected funds be automatically processed a second time? Describe how returned items, except credit card returns, may be charged back to various City accounts.
2. When items are returned the second time for insufficient funds, how quickly will the City be notified? Are returned checks processed and sent out on a daily basis? Is there any electronic means for receiving notification of returned checks? If so, what information is available?
3. What is the effective date that returned items will be debited against the City's account?

K. STOP PAYMENTS

Briefly explain your bank's electronic stop payment request procedures. When will a stop payment request take effect and how long will the stop payment requests remain in effect? Will your bank provide notification to the City of stop payment requests that are expiring?

L. POSITIVE PAY

Please provide a detailed discussion of your process, including:

1. The various daily deadlines for getting a file to the bank or manually entering an item on the bank's website, especially in order for checks issued to be on-line for the tellers; is there such a cutoff?
2. Can more than one file be sent each day?
3. How would you recommend handling checks that are produced after the cut-off where employees or vendors go to a teller to cash a check?

M. ACCOUNT STATEMENTS

1. In what formats (hard copy, electronic file, CD-ROM, etc.) can the City chose to receive account statements? Within how many business days of month-end can the City expect to receive its monthly account statements?
2. Indicate how your bank differentiates items posted to City accounts. For example, wire transfers, ACH transactions, ZBA transfers, checks processed, deposit made.
3. Can the bank provide full reconciliation?
4. Can your bank provide imaging of cleared City checks, front and back? Can this be downloaded from the web site as well as be provided on CD? How long are check images available online? How long are the actual checks kept and available from the bank? At what location?

**N. ACCOUNT ANALYSIS STATEMENT/BILLING**

Within how many business days after the close of the month can the City expect to receive an account analysis statement? Can the analysis statement or some other alternative be provided electronically?

**O. FORGED CITY CHECKS**

When someone to whom the City has drawn a check asserts that such check has been forged, will your bank give the City immediate credit upon completion of all forged check affidavits and documents? How and within what time frame will your bank notify the City that the credit has been applied to its account? Given that the City will be receiving images of its checks rather than the actual check, will the City still be required to provide the bank a copy of the check?

**P. BANKING SUPPLIES**

Will the bank be able to provide banking supplies, such as signature plates, deposit slips, and manual check stock with & without MICR lines?

**IV. INTEREST/EARNINGS CREDIT RATE**

- A. Please provide your bank's interest rate for demand deposit accounts or Earnings Credit Rate for each month in calendar years 2015/2016. Are there any minimum balance requirements imposed by the bank to earn interest or the earnings credit? Will FDIC fees be charged by the Bank? Is there an adjustment for required reserves? Are there any other restrictions or limitations? Please describe other money market/liquidity investment options that your bank offers.

**V. CITY EMPLOYEE CUSTOMER SERVICE**

A. What will be the bank's policy/process for allowing City employees, without accounts with the bank, to cash their payroll checks? Discuss whether there will be a charge; will they be allowed to cash checks through the drive-in; what type of ID will be required; and any other information pertinent to this issue.

B. What kinds of account packages will be available for City employees who choose to establish accounts with the bank?

**VI. ADDITIONAL SERVICES**

A. During the term of the contract, the City may require technical assistance from the Bank for designing and implementing new programs, accounts structures, etc. Briefly discuss how the Bank would anticipate providing and being compensated for such services to the City.

**CITY OF GAINESVILLE  
GENERAL GOVERNMENT  
PURCHASING DIVISION SURVEY  
BID INFORMATION**

RFP #: FADM-180000-DH                      DUE DATE: September 26, 2016

SEALED PROPOSAL ON:    Banking Services

IF YOU DO NOT BID

Please check the appropriate or explain:

- \_\_\_\_\_                      1.            Not enough bid response time.
- \_\_\_\_\_                      2.            Specifications not clear.
- \_\_\_\_\_                      3.            Do not submit bids to Municipalities.
- \_\_\_\_\_                      4.            Current work load does not permit time to bid.
- \_\_\_\_\_                      5.            Delay in payment from Governmental agencies.
- \_\_\_\_\_                      6.            Do not handle this item.
- \_\_\_\_\_                      7.            Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company: \_\_\_\_\_

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

Are you a minority business?            yes \_\_\_\_\_                      no \_\_\_\_\_

RFP (09/22/03)  
Rev. local pref. 10/1/04;7/25/05;10/05;4/06;10/06;3/07;10/11;05/12;03/16

This form Document No. P04-213 is a legal instrument approved by the City Attorney. Any deviations from its intended use should be authorized by the City Attorney