



CITY OF WEST PALM BEACH
Procurement Division, 5th Floor
City Hall – 401 Clematis Street
West Palm Beach, FL 33401
Tel: 561-822-2100
Fax: 561-822-1564

Request for Proposal 11-12-200

BANK DEPOSITORY SERVICES

The City of West Palm Beach is soliciting proposals for bank depository services and certain investment services from qualified public depositories doing business in the City of West Palm Beach.

Time is of the essence and any proposal received after **3:00 p.m., Monday, December 1, 2011**, whether by mail or otherwise will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Official. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Respondents are responsible for insuring that their proposal is stamped by Procurement Division personnel by the deadline indicated.

Interested parties may obtain a copy of this proposal by contacting the Procurement Division at 561-822-2100 or downloading a PDF file at <http://www.wpb.org/procurement>.

A Respondent shall submit **one (1) original, five (5) copies and one (1) electronic copy (on CD-ROM, in MS Word or searchable PDF)** of the proposal to the Procurement Division, at the time and date specified in the legal notice.

Proposals must be delivered or mailed to:

City of West Palm Beach
Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401

Envelope must be identified as RFP 11-12-200, Bank Depository Services, along with your firm's name.

By: 
Althea Pemsel, MA, C.P.M.
Procurement Official

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TENTATIVE RFP SCHEDULE

Listed below are the tentative dates and times of the project and which the actions noted must be completed. If the Procurement Division finds it necessary to change any of these dates or times, the change will be accomplished by addendum. All dates are subject to change.

<u>ACTION</u>	<u>COMPLETION DATE</u>
RFP Issue Date	October 20, 2011
Registration Due	November 3, 2011
Deadline for Questions/Clarifications	November 16, 2011
Deadline for Receipt of Proposals	December 1, 2011 at 3:00 p.m.
Evaluation Meeting	Week of December 12, 2011
Presentations	Week of January 9, 2012
Selection of Respondents	January 2012
Contract Negotiation	January 2012
Implementation of Banking Contracts	February 2012

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INSTRUCTIONS FOR SUBMITTALS

1. Preparing Proposal for Submission:

Each Respondent is required, before submitting its proposal, to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. The Respondent will not be relieved of any of the obligations and responsibilities which are a part of this RFP. This RFP constitutes the complete set of specification requirements and forms. The Respondent is to insure that all pages are included. Therefore, all Respondents are advised to closely examine this package and their Proposal prior to submittal.

All Proposals must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal. Proposals shall be presented in a clear and concise format, on 8 ½" x 11" papers, in English. Each tabbed set shall contain all the information required by this RFP. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the statement. The Respondent is asked to limit marketing materials and excess verbiage yet, sufficiently provide their qualifications, cost, and other information pertinent for evaluation. Only one proposal may be submitted by each Respondent.

No modifications to those proposals already submitted will be permitted prior to award, except in those cases where the City requests more information for clarification and/or enhancement purposes from all of the Respondents.

Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, RFP title, deadline date and hour for receipt of Proposals, along with the firm's name.

2. Proposal Formatting:

A. **Proposal:** The Proposal must be divided into separate sections by tabs as follows. Where indicated, the City forms must be completed and submitted:

1. Introduction Letter
2. Attachment B, Administrative Information, Respondent Information, References
3. Financial Information
4. Banking Services
5. Disaster Preparation and Recovery
6. City Employees
7. Alternative Services
8. Attachment C – Fee Schedule
9. Transition Schedule
10. Procurement Card Services
11. Proof of Insurance
12. Attachment D - Representations and Disclosures

B. **Insurance:** Respondent shall be required to provide certificate(s) of insurance within seven (7) days of receipt of Notice of Intent to Award.

Detailed information regarding each proposal section is set forth below. The following checklist is not to be construed as identifying all required submittals for this RFP. Each Respondent is responsible for reading the entire document to ensure compliance. Responses shall include sufficient information to clearly demonstrate a comprehensive understanding on the part of the respondent of the objective and scope of this document, compliance with the Minimum Requirements (Page 21) and the capacity to perform.

Section 1: INTRODUCTION LETTER

Provide a letter which introduces the Respondent and provides the corporate name (if applicable), address and telephone number of the principal office. Provide a statement of understanding, a commitment to perform the services required, and a statement regarding any recent or foreseen mergers or acquisitions. **The Introduction Letter must be signed by an individual authorized to bind the firm. Failure to meet this requirement may result in disqualification.**

Section 2: ADMINISTRATIVE INFORMATION

Provide completed Attachment B, Respondent Information.

Identify the primary relationship manager and designated alternate, list other key personnel to provide services under the contract. Include a resume(s) for the primary relationship manager(s). Provide an organization chart for personnel associated with the City's accounts, including the role of each person and an illustration of the relationships among the personnel. In the case of presentations, the primary relationship manager must be present.

Provide a map identifying the location of each branch office within the City of West Palm Beach. Include the address and hours of operation for each. Please denote full service locations.

Describe the Bank's philosophy and approach to satisfying the City's banking and customer service requirements. Advise what is distinctive about the Bank's approach to customer service and the use of automation and technology and real-time information.

Provide client references from three of the respondent's current, comparable accounts. Governmental client references are preferred. Include the length of time under contract, a reference name, title, telephone number and email address. A reference person must be someone who has personal knowledge of the Respondent's performance. The reference person must have been informed that they are being used as a reference and that the City may check references.

Section 3: FINANCIAL INFORMATION

Provide a summary of the Respondent's financial resources, including the last two fiscal years certified audited financial statements including auditor's opinion and appropriate notes to financial statements.

Submit the following ratios as of December 31, 2009 and December 31, 2010:

- a) Primary capital to total assets.
- b) Total capital to total assets.
- c) Net charge-offs to average loans.
- d) Temporary investments less volatile liabilities to total assets.
- e) Equity capital less goodwill to total assets.
- f) Nonperforming assets to equity capital plus reserves.
- g) Pretax earnings (before securities gains and losses) to total assets.

Section 4: BANKING SERVICES

Provide information on banking services offered to the City, including:

- A. Web-based and/or electronic methods. Provide specifics on real-time information provided. Include information regarding the frequency and format of reports, sample reports, hours of availability for the service(s), security features, setup (hardware and software) requirements, and training and support services offered.
- B. ACH transactions: requirements, processes and deadlines. Advise when funds will be available, if it is possible to reverse or cancel an ACH file, and the applicable procedures and rules.

- C. Stop payment process: on an automated or manual basis.
- D. Direct deposit: how billed and processed. List appropriate cutoff times and discuss the one-day versus two-day window requirements. Advise whether it is possible to reverse an individual direct deposit item. Please advise options in lieu of a check for employees that do not presently have direct deposit.
- E. Remote deposit services. Processing procedures, deadlines, return items, check scanners, costs, deposit deadlines.
- F. Safekeeping procedures. Provide procedures and policy. Please provide a copy of the proposed agreement.
- G. Credit Card Processing Services and Electronic Processing of Checks. Please provide detailed information and associated costs. Please describe the monitoring capabilities available, the information provided with returned items, state the cut-off time for credit card transactions.

If the Bank will be using other firms to assist in fulfilling the service requirements, provide a list of the subcontractor(s) that will be used and the service they will provide.

Provide three (3) references of credit card merchant accounts serviced by the Bank. Include a contact person and telephone number for each reference. Name the person in the Bank who would be primarily responsible for handling credit card services for the City, including the person's title, address and telephone number. For all sub-contractors to be utilized, provide services to be performed, name of firm address of firm, contact person and financial statements.

- H. Wire transfers. Please include a copy of the proposed wire transfer agreement. Include information regarding policy and procedure including opening hour, cut-off time, how wires can be cancelled, charges for cancellation, cut-off time for same day credit, policy in case of transfer failure, how will the City be notified. Address security access codes, controls to prevent wire transfer fraud, wire transfer failure, and the City's ability to track the status of transfers once initiated whether electronically or by telephone.
- I. The sweep mechanism and processes. Focus on the Bank's most cost effective structure for the City. Detail whether the sweep would be from a master account with ZBAs or directly swept from the individual accounts. Detail the cost structure for ZBAs and direct sweep options, as applicable. Describe how sweep activity would be reported on a daily and monthly basis.
- J. Please present a formula for changing the compensating balance as transaction activity and other significant factors change each month. The imputed interest on the compensating balance should be stated or deducted from fees between the compensating balance and the fees quoted. Also address the method and time frame of settlement of excess (shortage) of compensating balance.
- K. The bank's policy and methodology used in setting rates paid on interest bearing accounts. Indicate whether based on a market rate such as T-bill, discount or yield rate or the federal funds rate, etc. and when the rates are changed.
- L. Provide investment options available to the City for balances in excess of the compensating balance required.
- M. Earnings Credit
 - a. Index to which earnings credit rate is tied
 - b. Method by which investable balance is calculated
 - c. Previous twelve month rate
- N. Repurchase processes and
 - a. Index to which it is tied
 - b. Spread

- c. Daily rates that would have been paid for July and August 2011
 - d. Applicable charges
- O. Line of Credit. Please advise index, provide proposed agreement and indicate options for term-mode conversion offered by your institution.
- P. Advise whether there will be pass-through FDIC assessment charges on all, some or none of the City's accounts. Provide details. If charges are to be passed-through, advise how charges are to be paid and whether the charges can be paid for through the use of compensating balances.
- Q. Discuss the Bank's ability to accomplish the purchase of Treasury notes and bills and agency securities for investment, including the charge for the service however obtained (e.g. mark-up of one basis point over market).
- R. Provide copies of proposed agreements, not otherwise included, that will require the City's signature for banking services.

Section 5: DISASTER PREPARATION AND RECOVERY

Please submit information on the Bank's disaster preparation and recovery plans. Include information regarding the Bank's electronic procedures and/or manual systems used to provide banking services along with backup and recovery capabilities; and the Bank's ability to make cash available before, during, and after an emergency situation. Provide the names of 24/7 emergency contact personnel, phone numbers and email addresses for disaster planning and recovery related services.

Section 6: CITY EMPLOYEES

Presently City employees who utilize direct deposit for payroll distribution are eligible for a checking or a savings account without a monthly service fee, and receive discount on mortgage points and safety deposit boxes. Please identify services that would be offered to City employees. The City has approximately 1,500 employees.

Section 7: ALTERNATIVE SERVICES

The City makes effort to stay current with cash management technological improvements and plans to continue to expand functions in this area. Provide information not already included which the Respondent believes relevant to the selection of a bank and/or proposed alternatives to the City's existing methods of operation. Provide applicable costs. The City may elect to use some, all, or none of the offered services. The City's use of any alternate services will be contingent on cost and feasibility.

Section 8: ATTACHMENT C – FEE SCHEDULE

Complete and submit Form C, Fee Schedule, provided to detail all anticipated services. The average monthly volumes stated are approximate, are subject to change, and shall not be construed as minimum/maximum volume. List new or proposed services and associated fees on Form C under Additional Services. Attach additional information as required.

Banking services identified within the RFP or submitted in the Respondent's proposal which do not have an associated fee will be considered provided at no additional cost to the City. Submit a copy of the fee schedule in an electronic non-PDF format. This does not preclude submitting a copy of the fee schedule inside your proposal in PDF.

Section 9: TRANSITION SCHEDULE

Provide a brief transition plan. Advise the amount of lead-time that should be expected; plans for educating and training City employees in the use of systems, any and all costs associated with conversion and/or training.

Section 10: PROCUREMENT CARD SERVICES

Provide detailed information regarding procurement card services which can be provided and all associated costs. Include information regarding spending and fraud controls, electronic card program management, reporting, data capture, fees and charges, billing and payment, merchant acceptance, and implementation. Please detail program administrator capabilities and capabilities given to cardholders, define reporting capabilities and the process of report generation including information such as length historical data is available, report types, time between when a transaction is completed to when it is available in the reporting system, ability to provide customized reports and the costs associated with these offerings. Discuss support offering, including hours of operation, service level commitments and skills maintained by the personnel/service organization.

Discuss any rebate/reward programs that are offered based upon transaction volume.

Identify key personnel that would be assigned to oversee the City’s procurement card program. Include name, title, contact information, roles and responsibilities for each.

Provide three (3) references of clients similar in size serviced by the Bank. Include a contact person and telephone number for each reference. Name the person in the Bank who would be primarily responsible for handling procurement card services for the City, including the person’s title, address, telephone number and resume.

Section 11: PROOF OF INSURANCE

Respondent shall state whether or not they are in compliance with the insurance requirements as described herein regarding minimum coverage. Proof of compliance will be required once a Respondent is selected.

Section 12: ATTACHMENT D - REPRESENTATIONS AND DISCLOSURES

By submitting its Proposal, Respondent acknowledges that its Proposal may become part of any contract entered into between the City and Respondent for the project or study. By submitting its Proposal, Respondent shall make the following representations and disclosures, and shall submit **Attachment D**.

1. Conflict of Interest. Respondent has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to the scope of services for the Project and any parties to this solicitation or any third parties. Respondent has identified the name of any officer, director, or agent who is also an employee or official of the City of West Palm Beach. Further, Respondent has disclosed the name of any City employee who owns, directly or indirectly any interest in the Respondent’s firm or any of its affiliates or team members.

The existence of any such conflicts of interest will not automatically disqualify any proposing team from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.

2. Good Faith. Respondent represents that the Proposal is made without connection with any persons, company or party submitting another proposal, and that it is in all respects fair and in good faith without collusion or fraud.

3. Financial. Respondent certifies that Respondent has not filed for bankruptcy in the past five (5) years. A statement of Solvency and financial capability must be submitted.

4. Criminal. Respondent certifies that neither Respondent nor any of Respondent’s principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.

5. Procurement. Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any Federal, state or local government agency project and are not listed on the Florida convicted vendor list. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a solicitation to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.

6. No Contingency. Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Respondent, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.

7. Truth in Negotiation. Respondent certifies the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current and the time of contracting and no higher than those charged to the Respondent's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.

8. Use of Funds. Respondent certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

9. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure of Proposal information to third parties.

1. INTRODUCTION/PURPOSE AND INTENT

The City of West Palm Beach (hereinafter known as the “City”) is seeking proposals from qualified public depositories (hereinafter referred to as the “Bank”) to provide comprehensive banking services and certain investment services for all City funds with the exception of the employees’ pension funds which are organized and administered separately. The City intends to contract with a Bank that is fiscally strong, able to provide all required services on an uninterrupted basis at the most advantageous cost to the City.

It is the intent of the City is to select one bank to provide all services. The City reserves the right to award to more than one Bank, in the best interest of the City. The City reserves the right to enter into agreements with financial institutions other than the Bank.

II. OVERVIEW

The City will use concentration (general clearing account), zero-balance, and disbursement accounts. Deposits to the general clearing account will be retained in that account until the funds become available at which time they will be considered collected balances. Any balances remaining in the general clearing account at close of business, including wire transfers received before the Federal Reserve “Fed Wire System” cutoff, will be automatically invested in an overnight investment instrument by the Bank. All funds shall earn at the best, then-current interest rates available at all times. Zero-balance accounts will be reimbursed at the close of the business day. These zero-balance accounts will always have a zero balance at the beginning of each business day. Transfers between the accounts will be charged to the City only as transfers and not as items deposited and checks paid. All zero-balance account transfers will take place automatically without initiation by the City. Presently, a daily repurchase agreement is maintained for all funds in excess of the compensating balance requirement.

The City’s current account structure is:

1. General Clearing Account – this is the master account. Incoming wires and ACH credits are typically posted to this account. The City makes many deposits to this account per business day.
2. Zero Balance Accounts - the Bank will nightly sweep balances for the total of the debits and credits processed that day through the General Clearing Account.
 - a. Payroll
 - b. Operating
 - c. Change Fund
 - d. Recreation
 - e. Web Payments
 - 1) Utilities
 - 2) Parking
 - 3) Construction Services
 - 4) Parks & Recreation
 - 5) Library
 - f. SHIP Program Grant
 - g. HOPWA Grant Cash
 - h. HOME Grant
3. Controlled Disbursement Accounts
 - a. AFLAC
 - b. Workmen’s Compensation
 - c. General Liability
 - d. Medical Benefits
 - e. Golf Course

The City may occasionally be closed for business on non-Bank holidays. The awarded Bank will need to advise the City any procedural requirements of the City and the Bank to ensure uninterrupted services.

III. SCOPE OF SERVICES

The Bank shall designate personnel who will act as liaisons with the City for all matters regarding the City's account. The primary relationship manager shall serve as a central point of contact, understand the needs of the City, have authority to make timely decisions, and be able to offer recommendations for service improvements.

The Bank shall provide a general clearing account, zero balance accounts (ZBA) and controlled disbursement accounts from which daily balance and detail reporting is available.

Banking services shall include, but not be limited to:

1. Account Analysis

Bank will supply the City with a complete account analysis as of the end of each calendar month, no later than the fifth working day of the following month. The analysis will be performed for each account individually and a consolidated analysis will include average ledger balance, average daily float, collected balance, investable balance (if reserve is required), unit costs, monthly units, total cost for each service, compensating balance required for no service charge, and balance available to support additional services.

2. Electronic Access to Account Balances and Details

The Bank will provide electronic data access to the City, or its designated representatives, into all accounts with capability of obtaining daily balances and details of each debit and credit transaction in all accounts. Data shall be available in Excel or in a format that will allow uploading and/or posting of daily transactions to the City's accounting system. A previous day's information will be available to the City no later than 7:00 AM each business day.

3. Statement Processing

All account statements must be furnished to the City no later than five (5) working days after close of business for each month. The cutoff date for statement purposes will be the last day of each calendar month. Electronic images of paid checks and deposit slips will be available to the City upon request for a minimum period of seven (7) years. All electronic reconciliation information must be identical to any and all hard copy documentation that is provided. Differences between electronic and hardcopy must be resolved by the bank within three (3) business days.

4. ACH Transactions

The Bank must have the ability to provide ACH debit and credit transactions in National Automated Clearing House Association ("NACHA") or other acceptable format. The Bank must also provide ACH blocking and filtering services for ACH debits and credits.

5. Armored Car Service

The Bank will provide armored car service to the Bank, on a daily basis (Monday through Friday) for same day deposit and posting from City Hall, 401 Clematis Street and from Parking Administration located at West Palm Beach Parking Facility, 501 Banyan Street, West Palm Beach.

6. Banking Supplies

The Bank will provide all necessary banking supplies including but not be limited to: money wrappers, money bags, seals and tags, lockable zipper bags, and deposit slips in duplicate.

7. Coin
The Bank will provide coin sorting and counting. Parking deposits approximately \$5,000.00 in coins daily. Total weekly coin deposit is approximately \$25,000. The majority of coins are sorted. There may be a small amount of unsorted coins.
8. Change Orders
The City requires change order requests on an as needed basis.
9. Check Cashing
The Bank agrees to cash checks drawn against the accounts of the City that are presented by City employees at its branch offices at no additional cost to the payee or City.
10. Direct Deposit
The City requires direct deposit services to pay approximately 1,500 City employees bi weekly every other Friday. Approximately 1,448 employees have direct deposit; 37 receive checks.
11. Night Deposit
Night depository capabilities shall be provided on as-required basis, for City revenue generating activities located throughout the City. The City typically requires that the activities utilize the nearest branch office of the Bank.
12. Overdrafts
The City does not intend to have a net overdraft position occur during the course of the contract period. A net overdraft is to be defined as a negative balance in the City's accounts collectively, not by individual account. The City will deposit funds equal to or exceeding the gross amount of checks issued. In the event of a net overdraft condition occurs, all checks presented for payment shall be paid. The Bank will notify the City's Finance Director immediately so that corrective action can be taken. No service fee shall be charged to the City for daylight overdrafts. In the event funds do not arrive by the end of the business day (defined as midnight), interest on any overdrawn balances will be calculated using the same formula that the City receives interest on the Automatic Overnight Investment Program. Using this formula, the City will not receive any interest on overdrawn balances, nor will the City be required to pay any interest beyond this rate. No other additional fees will be charged.
13. Positive Pay (Electronic Check Verification)
Only those checks properly drawn by the City are to be paid. The Bank must provide the electronic capability for the City to transmit to the Bank daily a listing of the checks written in the morning of the same day. This listing will contain information such as bank account, check number, amount, and if necessary, the check issue date and payee. The Bank will assume liability for any checks paid on behalf of the City which are not on lists transmitted to the Bank. Method of transmission to the Bank will be in a mutually agreeable format and transmitted to the Bank in time for it to be used in processing current transactions. A method of resolving discrepancies will be mutually agreed upon.
14. Remote Deposit Capture
The Bank will provide the ability for the City to use remote deposit capture, or any other bank operation system, that capitalizes on the Check clearing for the Check 21st Century Act (Check 21 Act).
15. Return Item Processing
All checks which are not paid are to be redeposited (except checks returned for stop payment or account closed) before being debited to the City's account. Return items shall be electronically transmitted to the Finance Department on the same day they are debited.

16. Stop Payment

Stop payment orders will be electronically communicated to the Bank or by telephone and confirmed in writing. Upon receipt of the stop payment the Bank will immediately examine Bank records and inform the City if the check has been paid. If not paid, the Bank will transmit a written confirmation of the stop payment. A cancellation of a stop payment order will be processed in the same manner. The Bank will automatically stop stale dated checks. Stale date for the City is ninety (90) days. All checks paid by the Bank after the above procedure has been adhered to will be the responsibility of the Bank.

17. Wire Transfers

1. City requires all wire transfers to be processed through Federal Reserve Wire System.

2. The Bank will provide:

- a. Two methods of entry and approval for outgoing electronic transfers. One will be the typical, on-line, real time access via-Internet.
- b. Wires initiated by the City must be controlled in such a manner that two authorized City employees must approve of the transfers before the Bank acts on them.
- c. The City must have the capability to enter and approve future-dated wires.
- d. On-line templates must be available for use on repetitive and semi-repetitive wire transfers.

3. Details of security requirements:

A wire transfer agreement must be executed that outlines the security measures to be observed, to include the issuance of PINS, test keys, and call back procedures, authorized repetitive transfers, and employees authorized to initiate wire transfer.

18. Line of Credit

The Bank shall provide a minimum \$12 million line of credit based off of an appropriate variable rate index (ex. SIFMA 1-3 month LIBOR, or similar timeframe index). The line of credit would be utilized by the City to fund appropriate tax-exempt capital projects. The City desires the flexibility to fund projects on an as needed basis with the flexibility to repay the line of credit periodically with available funds or through conversion to a term mode. Please also indicate options for term-mode conversion offered by your institution.

19. Credit Card Processing Services and Electronic Processing of Checks

The Bank shall furnish an electronic credit card processing system that will provide prompt authorization, data capture, and settlement and will deliver collected funds to the designated bank account on the next banking day after the credit card payment is made. Acceptance methods shall include but not be limited to card reader/swipe, telephone, internet and mail in.

All supplies and equipment necessary to operate the credit card payment system must be provided. Training must be provided to City staff members, as appropriate. The City must be able to monitor transaction data for individual receipting locations.

The prices shall be fixed. If the Bank or subcontractor is passing on fees originated by some other organization beyond their control, the Bank may request a change in fee and support the request with proper documentation. Any change in fee will be at the discretion of the City.

Disputed and returned credit card transactions will be returned to the City. All transactions processed by the cut-off time must be credited to the City accounts on the next banking day.

Cards accepted shall include Visa, MasterCard, American Express, Discover and bank debit cards. Services provided for these cards shall include acceptance, authorization, processing, training, operations and marketing support. Acceptance and authorization services will be available 24 hours per day.

The Bank will provide and support the most current equipment available to meet the City's needs.

All data collected, stored or otherwise utilized by the Bank for activities under the contract shall remain the sole property of the City. If at any time the contract is cancelled, terminated or expires, the Bank is obligated to return all such data to the City at no additional cost and in a medium specified by the City.

20. Interest Bearing Time Certificates of Deposit (CDs)

CDs purchased for the City will be non-negotiable interest bearing time certificates of deposit in banks organized under the laws of Florida and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes (F.S.). Additionally, the bank shall not be listed with any recognized credit watch information service. CDs purchased for the City will be registered in the name of the City. Proof of collateral must be supplied to the City before the CDs are paid for.

21. Collateral

Deposits in excess of Federal Deposit Insurance Corporation coverage must be fully collateralized as described in the Florida Security of Public Deposits Act Chapter 280.F.S. The Bank must agree to obtain and maintain acceptable collateral sufficient to cover all anticipated time and demand deposits above the FDIC limit. Securities used to pledge against time and demand deposits must be held in an independent third party safekeeping institution outside the bank's holding company.

Securities authorized for collateral are negotiable direct obligations of the United States Government, Government Agencies, and Federal Instrumentalities with Maturities under five (5) years and must have a market value for the principal and accrued interest of 102 percent of the value. Immaterial short-term deviations from 102 percent requirements are permissible only upon the approval of the City's Director of Finance.

22. Automatic Overnight Investment Program

The City may elect to automatically invest the collected balance in each General Clearing Account on the Bank's books on a daily basis at the close of business, including any wire transfers received that day. In such instances, investments shall be into instruments providing the best rate of interest to the City, in accordance with all applicable City policy.

23. Repurchase Agreement

All repurchase agreements will be for the sale and purchase of securities fully guaranteed by the United States Government. A third party custodial with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day.

If a daily repurchase agreement is maintained with the Bank for all funds in excess of the compensating balance requirement, the Bank will position the City's account daily, and report the invested balance and interest earned. Monthly report: list for each day the index rate, spread, repurchase agreement rate, combined ledger balance, uncollected funds, collected funds, compensating balance requirement, net investable funds and interest earned.

The City reserves the right to make repurchase agreements with other financial institutions. In such cases the Bank will act as the City's agent and assure that the repurchase agreement securities purchased are received prior to release of cash to the seller. Additionally, the Bank will complete the transaction upon

maturity of the repurchase agreement, releasing the repurchase security only after cash is received for principal and interest and deposited in the City's General Clearing Account.

24. Service Charges

The City shall pay for services by maintaining compensating balances to offset fees. The required compensating balance shall be adjusted monthly.

The City reserves the right to utilize either a direct fee basis or a compensating balance basis (or a combination of each) for payment of services under the contract. The City reserves the right to change the fee methodology during the contract period upon no less than fifteen (15) days written notice to the Bank with the change commencing the beginning of the following month.

25. Continuity of Service

The Bank will have and maintain sufficient staff to support the contract requirements on a continuing basis without interruption of service. Severe or repeated breakdown of service for this reason will be cause for cancellation of the agreement.

26. Periodic Review

The City requires a review meeting at least once every six months to evaluate the working relationship between the City and the Bank. Meetings shall address any problems and potential solutions, recommended changes, new services or requirements.

The City may open additional accounts, or change account types during the contract period. If this occurs the new accounts and their services shall be charged at the same contracted amount. The banking services identified herein are not considered all-inclusive as future services may not be known and cannot be anticipated. The Bank shall notify the City in writing within ten (10) days of any changes in Federal or State regulations or laws that would affect the contract.

IV. PROCUREMENT CARD SERVICES

The City presently uses procurement cards for small dollar purchases. Please reference the City's card program policy and procedures included as Appendix I.

Figures for the month of August 2011

Number of cardholders: 661
Number of transactions: 1,999
Dollar volume: 527,197
Average transaction size: 284.96

The City is not obligated to award procurement card services as part of a contract for banking services, but reserves the right to do so. The City reserves the right to award procurement card services to the same Bank awarded the contract as a result of this RFP process, or separately and independently of other banking services referred to in this RFP. Respondents are not required to submit information regarding procurement card services.

PROCUREMENT PROCESS

1. Registration

Each Respondent is requested to **register** with the Procurement Division in order to receive any addenda to this RFP. Please complete the Registration form Attachment A and fax or email to the Procurement Division on or before **5:00 p.m., November 10, 2011**. It is the responsibility of each Respondent to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Respondent not registered for this RFP with the City.

City of West Palm Beach Procurement Division
Fax: 561-822-1564

2. Questions / Addenda to the RFP

No interpretation or changes in the scope or meaning of this Request for Proposals will be made to any Respondent, orally or otherwise, except at a Pre-Proposal Conference (if applicable) and by written addendum. Questions may be submitted in writing to Althea Pemsel, Procurement Official at the address or fax number below. All responses to questions submitted in writing or at the Pre-Proposal Conference will be issued via addendum to the RFP to all Respondents who are registered with the City for this RFP.

Contact with the Procurement Division is to be for clarification purposes only.

All questions regarding this RFP should be submitted in writing and must be received not later than seven (7) business days prior to the closing date for submittal of Proposals, addressed to:

Althea Pemsel, MA, C.P.M. Procurement Official
City of West Palm Beach Procurement Division
401 Clematis Street – 5th Floor / Procurement
West Palm Beach, FL 33401
Fax: (561) 822-1564

Contact regarding this RFP with the Mayor, any City Commissioner, officer or employee, other than the Procurement Official, is grounds for disqualification.

3. Submittal

Time is of the essence and any Proposals received after 3:00 p.m., EST, Monday, December 1, 2011, will be returned unopened. In accordance with Sec. 66-63 of the City Code of Ordinances, PROPOSALS NOT RECEIVED BY THAT TIME WILL BE REFUSED. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Respondents are responsible for ensuring that their proposal is clocked as received by the deadline indicated. Details regarding submittal of proposals are contained in the next section of this RFP. Proposals shall comply with the requirements of this RFP.

The City may issue written addenda regarding this RFP to all registered Respondents to clarify, comment, correct, supplement, amend or otherwise modify this RFP prior to the submittal deadline for Proposals.

The City may require additional information from one or more Respondents to supplement or clarify the Proposals submitted. The City may conduct investigations with respect to the qualifications and experience of each Respondent and any team members.

The City reserves the right to reject any and all Proposals received either in whole or in part, with or without cause, or to waive any qualification requirement, formalities or deficiencies in any Proposal, if such action is deemed by the City to be in the best interest of City for the project or study.

All Proposals shall become the property of the City and be a part of the public record and shall not be returned. If any information contained in the submittal is considered confidential, proprietary or a trade secret by the Respondent, such information must be identified accordingly on each and every page of the submittal where it is present and justification for such exemption provided to the City. The City will make every reasonable effort to protect such information from disclosure in accordance with applicable law.

This RFP is for guiding your response; it is not to be construed as an offer by the City or its advisors. The contents of this RFP are neither warranted nor guaranteed by the City or its advisors and Contractors. Respondents interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this RFP and any supplemental materials based on their own investigation.

All costs incurred by any party in responding to this RFP are the sole responsibility of the Respondent.

It is the intent of the City to select one or more Respondent to supply the services necessary for successful completion of the services/work defined in this RFP. Nothing in this RFP is intended to restrict the City of West

Palm Beach in any way in the selection of the proposal(s) that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

4. Evaluation

The Evaluation Committee will convene for a public meeting to rank the most advantageous proposal meeting all the needs of the City and make a recommendation for contract award. The Procurement Official will advertise the meeting in the appropriate media as directed by law. The City is not bound by the recommendation of the Evaluation Committee and the Procurement Official may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project.

a. Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced Respondent, and the City reserves the right to award the contract to the Respondent submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.

b. At its sole option, for larger or more complex studies or projects, the City may select the top three to five Respondents and require brief presentations from each Respondent before making the final selection. The Selection Committee may address questions to and request clarification from the Respondents in attendance. Respondents in attendance will be given a brief opportunity to address the Selection Committee prior to the ranking, but no formal presentations shall be made. This requirement is at the sole discretion of the City.

c. While the City allows Respondents to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Respondent who is most advantageous to the City.

5. Minimum Requirements

Each Respondent must satisfy the following minimum requirements to be considered for this solicitation. Respondents not meeting minimum requirements as determined by the Procurement Official will not be ranked or considered. All decisions of the City are final.

1. Maintain certification as a “Qualified Public Depository” under the Florida Security for Public Deposits Act (Chapter 280 of Florida Statutes).
2. Maintain a Federal or Florida chartered full service bank located within the corporate limits of the City of West Palm Beach.
3. Provide all required representations and disclosures.
4. Proposal signed by an officer authorized to bind the firm.
5. Proposal received in the Procurement Division on or before the due date and time.

6. Evaluation Factors

An Evaluation Committee may be established to review and evaluate all responsive proposals, taking into consideration the evaluation criteria set forth below in addition to the criteria to be considered pursuant to Section 66-71 of Ordinance 4292-10:

1. Protection of public funds (collateralization of deposits);
2. Financial strength of bank (capitalization, bank ratings, profitability);
3. Capacity to perform (facilities, personnel, financial viability);
4. Ability to provide required services (basic cash management services);
5. Ability to provide enhanced services (new services, emerging technology);
6. Skill and experience performing contracts of a similar nature with public sector clients;
7. Quality of references (other like agencies with similar service utilization);
8. Cost of services, all five years (pricing, cost of conversion, staff time, time deposit interest rates);
9. Adherence to the requirements of the RFP.

The successful proposal will become an integral part of the contract, but may be modified by the provisions of the contract.

7. Contract

The Procurement Official will notify the Respondent with whom the City will negotiate a contract pursuant to this RFP. Scope, deliverables, schedule and payment terms may be further negotiated. If a contract acceptable to the City cannot be negotiated, the City reserves the right to negotiate with the next ranked Respondent.

Within 7 days of receipt of the City's contract, the selected Respondent must execute the City's contract and provide the City with its certificate(s) of insurance for the contract. Inability to meet this requirement may result in delays that will deem the Respondent or proposal to not be in the best interest of the City, and the City may proceed to negotiate with the next best Respondent.

The City reserves the right to award a contract with terms which is most advantageous and in the best interest of the City in achieving the study or project. The City shall be the sole judge of the agreement that is in its best interest and its decision shall be final.

The contractor(s) shall not assign or transfer any or all of its rights, duties or obligations under the contract without the prior, written consent of the City.

The City may issue written addenda regarding this RFP to all registered Respondents to clarify, comment, correct, supplement, amend or otherwise modify this RFP prior to the submittal deadline for Proposals.

The City may require additional information from one or more Respondents to supplement or clarify the Proposals submitted. The City may conduct investigations with respect to the qualifications and experience of each Respondent and any team members.

The City reserves the right to reject any and all Proposals received either in whole or in part, with or without cause, or to waive any qualification requirement, formalities or deficiencies in any Proposal, if such action is deemed by the City to be in the best interest of City for the project or study.

All Proposals shall become the property of the City and is a part of the public record and shall not be returned. If any information contained in the submittal is considered confidential, proprietary or a trade secret by the Respondent, such information must be identified accordingly on each and every page of the submittal where it is present and justification for such exemption provided to the City. The City will make every reasonable effort to protect such information from disclosure in accordance with applicable law.

This RFP is for guiding your response; it is not to be construed as an offer by the City or its advisors. The contents of this RFP are neither warranted nor guaranteed by the City or its advisors and Contractors. Respondents interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this RFP and any supplemental materials based on their own investigation.

It is the intent of the City to select a single Respondent to supply the services necessary for successful completion of the services/work defined in this RFP. Nothing in this RFP is intended to restrict the City of West Palm Beach in any way in the selection of the proposal that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

All costs incurred by any party in responding to this RFP are the sole responsibility of the Respondent.

8. Records

The Respondent(s) awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The City shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees local place of business to the City for purposes of inspection, reproduction, and audit without restriction. If records are unavailable locally, it shall be the Respondent's responsibility to insure that all required records are provided to the City at the Respondent's expense.

9. Protest Procedures

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

The City's determination of the proposal that offers the best value or is in the best interest of and/or is most advantageous to the City is a final determination that may not be appealed.

10. Representations by Submittal of Proposals

By submitting a Proposal, an interested Respondent warrants, represents and declares that:

- a.** Person(s) designated as principal(s) of the Respondent are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.
- b.** The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- c.** The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Respondent.
- d.** By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
- e.** Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months
- f.** Following the date of being placed on the convicted vendor list. Respondent certifies that submittal of its proposal does not violate this statute.
- g.** Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

GENERAL TERMS AND CONDITIONS

1. Lobbying Prohibited

As to any matter relating to this RFP, any Respondent, team member, or anyone representing a Respondent are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, City representative or Contractor, or any other person working on behalf of the City on any matter related to or involved with this RFP. For purposes of clarification, a team's representatives shall include, but not be limited to, the Respondent's employees, partners, attorneys, officers, directors, Contractors, lobbyists, or any actual or potential subcontractor or Contractor of the Respondent and the Respondent's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the respondent and team. **The "No-Lobbying" condition is in effect from the date of publication of this RFP and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process for the project or study.**

2. Ethics Requirements.

No Respondent may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

Florida Statutes 112, Part III and the City of West Palm Beach Code of Ethics and Procurement Code provide for ethics in procurement. Respondent must read and comply with these provisions as well as Federal, state or City laws governing procurement activities.

No Respondent may employ, directly or indirectly, the mayor, any member of the City Commission or any director or department head of the City. The City Code prohibits any employee, or member of their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the City ethics officer prior to the submittal of a proposal. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

3. Small Business Program

The City's Small Business Ordinance is set forth in Chapter 66 of the Code of Ordinances and is incorporated herein by reference. Respondents are encouraged to read it in its entirety. Any conflicts between the SB Ordinance and these specifications shall be interpreted pursuant to the SB Ordinance. **A goal for SB participation under this RFP has been set in the minimum amount of 0% of the total contract value. Please note that, regardless of whether a goal is established or not, the City encourages small business participation in all of its procurements.**

4. Releases / Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

5. Confidential Information

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

6. Non-discrimination

Respondent shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

7. Rights and Privileges; No Assignment

The selected Respondent will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission.

8. Procurement Code

Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFP.

9. City as Gatekeeper of Documents

This document is issued directly by the City of West Palm Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Respondent to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the respondent/Respondent should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

10. Right to Contract for similar/additional services.

The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFP shall remain in affect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

11. Ownership of Documents

The City shall have full ownership and the rights to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Respondent. Respondent acknowledges that City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

12. Proposal

The successful Respondent will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Respondent or a subcontractor. Further, the selected Respondent shall be the sole point of contact with regard to all contractual matters.

13. Indemnity

Respondent agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Respondent's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Respondent in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Respondent's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Respondent. This indemnification includes, but is not limited to, the performance of the contract by Respondent or any act or omission of Respondent, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Respondent agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Respondent under this indemnification provision. To the extent considered necessary by the City, any sums due Respondent under the

contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Respondent to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

14. Disclosures and Disclaimers

This Request for Proposals ("RFP") is being issued by the City of West Palm Beach (hereinafter known as "City"). Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter known as "Respondent").

Following submission of a proposal, the Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Respondents. It is the responsibility of a Respondent to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Respondent in preparing and responding to this RFP are the sole responsibility of the Respondent. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Respondent shall be made before the City which may include one or more Respondents. Contract negotiation will take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the City may, at its sole option, withdraw this RFP.

The City reserves the right to select the proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Respondent.

The City and the Respondent will be bound only if and when a proposal, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Respondent and the City, and then only pursuant to the terms of a contract executed by the Respondent and the City. All or any responses to this RFP may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening responses. Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law.

15. Florida Prompt Payment Act

Proper Invoice: For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

- a. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- b. The amount due, applicable discount(s), and the terms thereof;
- c. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- d. The Purchase Order or Contract number as supplied by the City; and
- e. An identification by Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of West Palm Beach, P.O. Box 3366, West Palm Beach, Florida, 33402.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

16. Dispute Resolution

Any suit brought in connection with the banking services contract must be tried in Palm Beach County. In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department which has the dispute along with a representative of the City's Procurement Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Official shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

SPECIAL TERMS AND CONDITIONS

EMERGENCY SUPPORT

It is hereby made a part of this request for proposals that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City shall be provided goods and services on a first priority basis. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City.

Respondent agrees to provide services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency or hurricane. Respondent shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

CONTRACT AGREEMENT

The successful Respondent will be required to enter into a formal agreement with the City. At all times during the term of the contract, the successful Respondent shall act as an independent Contractor and at no time shall be considered an agent or partner of the City. The fee for the services to be rendered will be as provided in the proposal. The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract. Firm agrees and understands that a specific scope or project may require coordination with another firm or firms and further agrees that the utmost professionalism will be exemplified at all times.

TERM OF CONTRACT

The term of the contract will be for a period of three years with an option to renew for an additional two years. Fees and service charges included in the successful proposal shall remain in effect for the initial three-year period; however any Federal Reserve service charge increase may be passed through to the City upon 30-day written notice. Should new services be required during the contract period not contemplated by this RFP, those services will be provided in line with current pricing for similar services, not more than the bank's then-current published rate. If the option is used to extend the contract date, baking service charges will remain the same unless otherwise negotiated.

BANK'S OBLIGATION

The continuation of this contract is contingent upon maintenance of the minimum qualifications as identified herein and satisfaction of services by the City. The bank must immediately notify the City in writing if any of the minimum qualifications are no longer being met.

TERMINATION

The contract may be terminated by the City at any time, with or without cause.

FIDELITY BOND

The respondent shall procure and maintain a Blanket Fidelity Bond on each bank employee handling City funds for the term of the contract. The minimum limits of coverage shall be \$1,000,000 per occurrence.

INSURANCE REQUIREMENTS

The awarded Respondent(s) shall obtain and maintain in force at all times during the term of the Agreement derived from this RFP, insurance coverage pertaining to Professional Liability, Property Damage and Workers Compensation in the following types and amounts:

- a. **GENERAL LIABILITY INSURANCE:** coverage in an amount not less than \$1,000,000.00 per occurrence.

Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this agreement. The minimum limits of coverage shall be \$1,000,000 per occurrence/\$2,000,000 aggregate.

- b. **PROFESSIONAL LIABILITY INSURANCE:** coverage in an amount not less than \$1,000,000.00 per occurrence.

c. **AUTOMOBILE LIABILITY:** coverage with policy limits of not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence, or \$1,000,000.00 Combined Single Limit, covering each motor vehicle operated on City property.

d. **WORKERS COMPENSATION INSURANCE:** coverage with Statutory limits as well as Employers' Liability coverage with minimum limit of \$1,000,000.00.

Contractor shall name the City as an additional insured under its general and professional liability insurance.

During the life of the contract, the successful Respondent shall procure and maintain all insurances listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful Respondent to ensure that all subcontractors comply with all of the insurance requirements.

PRIME RESPONDENTS RESPONSIBILITIES

Each Respondent is required, before submitting their proposal, to carefully examine the proposal requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Respondent will in no way relieve the Respondent of any of the obligations and responsibilities which are a part of this RFP.

The successful Respondents will be required to assume responsibility for all services offered in his proposal whether or not he provides them. Further, the City will consider the selected Respondents to be the sole point of contact with regard to contractual matters.

AWARD

Contract award shall be made to the responsible Respondent whose proposal is determined to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation.

Formal presentation by the Respondents may be made. The selection will be based on the City's determination of the most advantageous proposal meeting all the needs of the City. The City also reserves the right to reject all proposals if it is deemed in the best interest of the City to do so. Agreement negotiation will take place with the City staff and if a suitable contractual arrangement cannot be made, negotiations will commence with another choice or, the City may, at its sole option, withdraw this RFP. All decisions of the City are final.

NEGOTIATIONS

The Selection Committee, Procurement Official or selected qualified staff may conduct negotiations with the first ranked firm as determined by the Selection Committee. Negotiations are held to promote understanding of the City's requirements and facilitate arriving at a contract that will be most advantageous to the City taking into consideration price and the other factors set forth in the RFP.

If a satisfactory contract cannot be negotiated with the recommended Respondent, negotiations may then be started with the first alternate Respondent.

END OF RFP

ATTACHMENT A: REGISTRATION

It is the responsibility of the Respondent to ensure its receipt of all addenda. Please shall complete and return this form to the Procurement Official on or before November 10, 2011, **to receive any addenda(s) issued for this RFP.**

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (____) _____ Fax (____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail

**ATTACHMENT B-1
REFERENCES FOR MERCHANT CARD SERVICES**

PROPOSER: _____

List references for similar services provided within the last three (3) years:

(1) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(2) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(3) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

**ATTACHMENT B-2
REFERENCES FOR GOVERNMENT CLIENTS**

PROPOSER: _____

List references for similar services provided within the last three (3) years:

(1) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(2) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(3) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

**ATTACHMENT B-3
REFERENCES FOR CLIENT
SIMILAR IN SIZE**

PROPOSER: _____

List references for similar services provided within the last three (3) years:

(1) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(2) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

(3) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Contact Email: _____

Date Contract Began: _____ Length of Contract Term: _____

**APPENDIX I
PROCUREMENT
CARD PROGRAM**