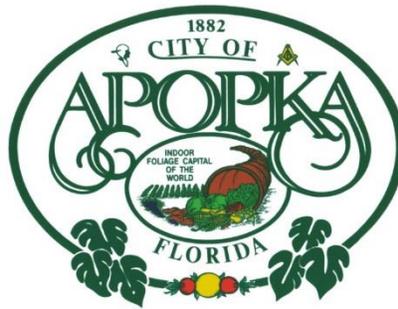


**Request for Proposal
RFP# 2016-03**

The City of Apopka

BANKING SERVICES



**Issued for the
Finance Department**

pbarclay@apopka.net

Visit us on the web at

www.apopka.net

Advertise Date: February 5, 2016

Opens: March 7, 2016 at 10:45 AM

Date Issued: February 5, 2016

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the CITY OF APOPKA is seeking sealed proposals for the following work as specified:

BANKING SERVICES RFP NUMBER #2016-03

The City of Apopka will be accepting sealed proposals until 10:30 AM on Monday, **March 7, 2016** and will open such proposals at 10:45 A.M. in Council Chambers, City Hall, 120 East Main Street, Apopka, Florida 32703. ***Proposals received after 10:30 A.M. EST will not be considered and will be returned to the proposer unopened.***

The City is soliciting proposals on behalf of the Apopka Finance Department for banking services from any bank organized and existing under the laws of the State of Florida. The banking services should be economical and efficient to maximize earnings on public funds; and optimize use of technology to enhance efficiency in the City's banking program.

Proposals will be ranked on a combined qualification and pricing for RFP# 2016-03 Banking Services. Contract(s) *will be awarded to the highest ranked Proposer as described in the Evaluation Methods Section.*

The RFP Documents may be examined and obtained on and after **February 5, 2016** on DemandStar and the City of Apopka website at www.apopka.net. Vendors who obtain solicitation documents from sources other than these sources are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by the Finance/Purchasing Department via DemandStar and/or Apopka website.

One (1) unbound original, five (5) bound copies and one electronic in PDF format of the proposal must be submitted no later than 10:30 A.M. on **March 7, 2016** in sealed envelopes bearing the words "**Banking Services RFP# 2016-03**" and shall be submitted to the City Clerk's Office, City of Apopka, 120 East Main Street, Apopka, Florida 32703.

E-mailed and faxed proposals will not be accepted.

Responsible questions regarding this RFP offering may be directed to the Finance Department at pbarclay@Apopka.net. The last date for questions pertaining to this proposal is **February 15, 2016**. Questions after this date will not be answered.

The City of Apopka reserves the right to reject any and all proposals, to waive any and all informalities or irregularities and to accept or reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Apopka. **The winning firm is required to enter into a contract with the City of Apopka.**

CITY OF APOPKA

Pamela N. Barclay
Finance Director
CITY OF APOPKA, FL
150 East 5th Street APOPKA,
FL, 32703

Advertised dates: February 5, 2016

Table of Contents

Item	Description	Page No.
Section 1	Definitions	5
Section 2	Scope of Services	6-12
Section 3	Qualifications	12
Section 4	Term	12
Section 5	Inquiries	12
Section 6	Submittal Information: How, When & Where	13
Section 7	Evaluation Methodology	14
Section 8	Selection	14
Section 9	Rejection Criteria	15
Section 10	Waivers	16
Section 11	Insurance Requirement	16-17
Section 12	General Condition	18-19
Section 13	Submittal Package	20-21
Attachment "A"	Proposer's Qualification Statement	26
Attachment "B"	Non-Collusive Affidavit	27
Attachment "C"	Cost Schedule	28-29
Attachment "D"	Drug Free Work Place	30
Attachment "E"	Signature Page/Certification	31-33
Attachment "F"	Acknowledgement of Addendum	34

STATEMENT OF NON- PARTICIPATION
Proposal NO.: RFP 2016-03 – Banking Services

Note: If you do not intend to submit a bid /proposal on this item/service, complete this form and mail to:

Finance Dept.
City of Apopka
150 East 5th Street
Apopka, FL. 32703

Please indicate the Proposal number and title of the Proposal on the outside of the envelope.

We/I do not wish to participate in this proposal for the following reason:

- Specifications proprietary
- Unable to supply at this time
- We do not carry this item
- We do not provide this service
- Unable to meet specifications
- Unable to meet Bond requirements
- Other

Please keep us on your bid list for future projects _____yes _____no

Signature: _____

Name/Title (printed) : _____

Name of Company: _____

Address: _____

SPECIAL INSTRUCTIONS TO PROPOSERS

SECTION 1 – DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

- 1.1 **City:** The City of Apopka, Florida.
- 1.2 **Contract:** The written agreement for performance of the Scope of Work entered into between the City and the successful Proposer.
- 1.3 **Contract Administrator:** The Purchasing Manager, or some other employee expressly designated as Contract Administrator in writing by the City Administrator, who is the representative of the CITY concerning the Contract Documents.
- 1.4 **Evaluation/Selection committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.
- 1.5 **Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Bidder.
- 1.6 **Proposal:** shall refer to any term used interchangeably with Bid while retaining the same meaning.
- 1.7 **Purchasing Office:** The Purchasing Division of the Finance Dept. of the City of Apopka.
- 1.8 **“Provider”, “Bidder”, “Contractor”, or “Successful Proposer” or “Consultant”:** The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
- 1.9 **Qualifications/Proposal(s),** shall refer to any Offer(s) submitted in response to this Request for Proposal.
- 1.10 **Request for Proposal, “RFP”, or Proposal:** This Request for Proposal including all Exhibits and Attachments as approved by the City, and addendums or change orders issued by the Purchasing Division.
- 1.11 **Request for Proposal, or Proposal:** Terms used interchangeably in this Request for Proposal while retaining the same meaning.
- 1.12 **Subcontractor/ Sub consultant:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.
- 1.13 **Work, Services, Program, Project, or Engagement:** All matters that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

SECTION 2 – SCOPE OF SERVICES

A. SCOPE OF PROPOSAL

The City is soliciting proposals on behalf of the Apopka Finance Department for banking services from any bank organized and existing under the laws of the State of Florida. The banking services should be economical and efficient to maximize earnings on public funds; and optimize use of technology to enhance efficiency in the City's banking program.

Minimum Qualification

- 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 and have a bank branch within the city limits of Apopka.
- The proposer must have the capability of performing all of the required duties specified in this Request for Proposal
- The proposer must have available an adequate number of qualified staff to provide the services specified in this Request for Proposal.
- The proposer must be able to provide full-service web-based banking products and balance reporting services
- The proposer must be a member of the Federal Reserve System.
- Honor all checks drawn upon City accounts should the City experience an overdraft in that particular account.
- Proposer must submit one copy of its financial statements for the past two years (must include an auditor's unqualified opinion and appropriate notes to the financial statements). If selected, proposer will provide annual financial statements to the City for the term of the Banking Services Agreement.
- The bank must be able to provide daily reporting for all transactions on the City's master, disbursements, and payroll accounts.
- The City reserves the right to terminate this contract if the bank changes ownership, is taken over by FDIC, or experiences any other re-organization that may be detrimental to the City of Apopka. Additionally, the contract may be terminated by either party by giving written notice to the other party no later than ninety (90) calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for three (3) calendar months. The Bank shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of the termination of this contract.

B. TERM

The contract for banking services shall commence within **Sixty (60)** days of selection of the depository Bank and shall terminate three (3) years after the date of commencement. The City reserves the right to renew the contract for an additional two (2) years at the sole discretion of the City and the vendor, and a review by the City of vendor's contract performance for the previous year. The contract may be terminated by the City with or without cause forthwith upon giving written notice to the Contractor.

Prices, terms, and conditions shall remain firm throughout this contract period unless modified or canceled in accordance with the provisions of this Proposal.

C. ACCOUNT MAINTENANCE

The City of Apopka requires six (6) transactional accounts: General Operating, General Investment, Utility Deposit Refund, Payroll, Law Enforcement Trust Fund, and Police Confiscated Funds.

The City of Apopka reserves the right to open additional accounts during the contract period at the price proposed in this Proposal, provided the awarded Bank is furnished written notification at least seven (7) calendar days before implementation date.

1. General Operating Account (Master Account)

The Bank will establish a General Operating account designed for deposits of public funds. The account should be interest bearing. The majority of the wire transfers will be conducted from this account. ACH debits and credits will also be made from this account.

2. General Investment Account

This account will be linked to the General Operating account and will hold all monies to be invested to earn the maximum interest earnings. Monies above the minimum required balance (compensated balance) for the General Operating Account will be swept into this account at the end of each business day to maximize interest earnings.

3. Payroll Account

This account will be used solely to process payroll disbursements to City Employees. There will not be any direct deposits into this account, except for the bank transfer to cover checks presented for payment. This account will also handle the ACH direct deposit transactions of the City employees. The account should be linked to the General Operating account for overdraft protection. This account should be interest bearing.

4. Utility Deposit Refund Account

This account will be used solely to process Utility Customer overpayments and deposit refunds. This account should be interest bearing.

5. Law Enforcement Trust Fund Account

This account will be used solely to process designated checks and deposits. This account should be interest bearing.

6. Police Confiscated Funds Account

This account will be used solely to process designated checks and deposits. This account should be interest bearing.

D. AVAILABILITY OF FUNDS

Awarded Bank agrees to credit the City's Accounts for Incoming Wire Transfers, smart safe deposits and remote check deposit the same day, regardless of time of receipt during the day. The majority of deposits will be made through a smart safe deposit box provided by the bank. All deposits placed in the smart safe will be given same day ledger credit regardless of the actual time the deposits are taken by the Bank.

E. TECHNOLOGY

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

F. DIRECT DEPOSIT

The bank shall provide direct deposit of payroll (approximately 400 employees) with ACH file transmission via direct computer browser based access.

G. WIRE TRANSFERS

The City receives various wire transfers throughout the month. The City will also disburse funds via repetitive wire transfers upon on-line requests of an authorized person, or non-repetitive wire transfers upon on-line request of an authorized person and confirmation by a second authorized person.

The City desires to enter into a Wire Transfer agreement with the awarded Bank for all incoming and outgoing wire transfers. The Bank is requested to provide a copy of its Wire Transfer agreement with its Proposal. Said agreement must take into consideration the provisions of **Uniform Commercial Code Article 4A Funds Transfers**.

H. STATEMENT AND ADVICE FREQUENCY

Monthly bank statements will be for the full calendar month and will be delivered to the City's Finance Department within five (5) business days after the end of the month.

A Monthly Account Analysis Statement Report for a particular month will be completed and delivered to the City's Finance Department within ten (10) business days after the end of the month. This analysis will contain unit cost, monthly units, average daily balance, float, and any and all charges for activities related to services performed for the City. The payment of fees (preferable settled and paid annually) to the Bank can be by hard dollar payment or using a compensating balance with the bank.

A statement must be furnished for all special accounts required by the City on the same schedule as required for the operating account. The City reserves the right to add additional accounts as necessary. In addition to regular statements, the bank must provide on demand, daily balances in the depository accounts if and when such information is required by the City.

I. ACCOUNT RECONCILIATION

The awarded Bank will provide reconciliation service for all accounts specified in the RFP. Reconciliation services include at least the following requirements:

- a) Checks paid to the Bank each month.
- b) Return of all canceled checks or check images, sorted by check number, on a monthly basis.
- c) Return of all other items, such as debit and credit memos, and deposit tickets in date order on a monthly basis.
- d) Daily Deposit

The information described in item a) above will be available to the City within five (5) business days after the end of the month. Other services will be provided within ten (10) business days after the end of the month.

J. DESIGNATED ACCOUNT EXECUTIVE

The bank shall provide a list of contact personnel within the bank who are qualified to provide information and assistance in the following areas on a daily basis. Include position, length of service, and summary of professional experience. Please attach listing to proposal form.

- General Information
- Investments and Safekeeping
- Customer Service
- Treasury Management
- Disaster Contact (24 hours per day, 7 days per week)

K. ACCESS TO BANK RECORDS

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

L. MERCHANT SERVICES CREDIT CARD AND IVR SERVICES

The City currently has a separate agreement in place for Merchant Credit Card and IVR Services; however, the City reserves the right to add these services to complement existing services as needed. Please provide information on any services offered and provide pricing in the optional pricing section.

M. OTHER BANKING SERVICES AND CONDITIONS

- All returned checks due to insufficient funds will be automatically re-deposited a second time. Please include your charge (if any) for this item. If a check is returned a second time, the Bank will return the check to the City.

- The City of Apopka uses a smart safe service and will require a commercial vault cash account with provisional credit. Cost to be provided by the bank.
- The City intends to pay for all services specified within this RFP through compensating balances.
- The depository Bank will provide all necessary banking supplies. These shall include, but not be limited to, deposit bags, coin wrappers, deposit slips (original and two copies) and deposit stamps. The Bank will also be responsible for paying the cost of blank check stock for all the disbursement accounts. Said check stock shall be ordered by the City from the vendor of its choice but shall be paid for by the depository Bank. The cost of said checks may be added to the Bank's cost of servicing the City's accounts or used for computing the compensating balance for the City. The Bank will also provide an adequate supply of night deposit box keys and lockable night deposit bags.
- At no time will any charges be applied against any of the accounts established through this RFP. All charges will be paid through the compensating balance. Should the City desire to add services not contemplated in this RFP, those charges will be covered by the compensating balance or by direct invoice, as directed by City.

Unless agreed to by the City of Apopka, this RFP will contain all the costs associated with providing banking services, as requested, to the City of Apopka. Additional costs not previously approved or authorized by City will not be paid or funded in the compensating balance calculations.

- All debit and credit memos required to adjust errors caused by the Bank will not be charged to the City. A copy of the particular deposit slip must accompany all deposit errors. All bank errors must be corrected within three (3) business days of notification by the City.
- The City will deposit funds equal to or exceeding the gross amount of checks issued and/or wire transfers out. However, if an overdraft occurs due to a clerical error or oversight, all checks presented for payment shall be honored. The Bank will notify the Director of Finance immediately so that corrective action can be taken.
- All Stop Payment Orders will be transmitted either through a PC connection to the Bank, email, or via phone with written follow-up. Upon receipt of the order, the Bank will examine their records and inform the City as to whether the specified check has or has not been cashed. If the Bank determines that the specified check has been paid, the Bank will forward to the City a copy of said check. If the Bank determines that the specified check has not been paid, the Bank will immediately issue its internal stop payment order and confirm the execution of said order to the City. Cancellations of Stop Payment Orders (if any) will be processed as above.
- Coins and currency are occasionally requested by various departments within the City.
- The City reserves the right to establish additional accounts with other banks, or provide for additional services from other banks, if the City so deems necessary. If the City elects to exercise this right, the contract covered by this Proposal shall remain in effect regarding all terms, agreements, and conditions without penalty or diminution of ongoing banking services as contained therein and previously provided by the successful Bank in this Proposal.
- The Bank will offer the City the ability to lock all bank accounts from ACH debits from outside sources, with the exception of the Internal Revenue Service and the Florida Department of Revenue. The City will provide this exception to the Bank in writing.

- The City anticipates a need for a “Positive Pay/Full Reconciliation” service. Please provide a complete description of any positive payment programs your Bank may have. Include details and a listing of all fees (if any).
- The City anticipates a future need for remote deposit of checks. Please provide details and a listing of all fees.
- The City anticipates a need for an “imaging” service for all cancelled checks. Please provide details and a listing of all fees.
- Propose any new financial services, plans or practices deemed to be in the best interest of the City if not otherwise addressed in this Proposal.
- Indicate the dollar amount of credit you would be able to extend to the City on a short-term basis through promissory note or line of credit if the City decides to avail itself of such service from your institution. The loan funds may be provided either directly by your institution or by your institution as the lead bank with other participating banks.
- Dollar amount verification of ACH files shall be completed through secure email by designated personnel
- The management of security credentials for online access, including password resets, shall be handled within the same business day of the request
- The bank will have and maintain sufficient staff to support these requirements on a continuing basis without interruption of service. Server problems or repeated breakdown of electronic service will be just cause for cancellation of the Agreement by the City. The City requires that the bank designate one of its officers to act as a liaison with the City, at no cost, for matters regarding the City’s account. The City shall have the right to approve the person so designated or their successor liaison. Should the City object to the person so designated, the bank will replace them with a qualified person, acceptable to the City forthwith.
- Letter of Credit: The Bank shall be able to provide the City of Apopka with a letter of credit as needed to meet terms and conditions as provided.

N. COMPUTER REQUIREMENTS

Please provide a list of specifications on the equipment required by the City to access your online services. This specification should include at least the following information:

- a) Operating System
- b) Minimum memory
- c) Minimum hard disk requirements
- d) Communication specification
- e) Browser Compatibility
- f) Connection speed
- g) Run time environment
- h) Additional hardware needed outside of currently owned equipment

The specification should include any additional information necessary to enable City to communicate electronically with the awarded Bank. Please provide a schedule of hours of operation for electronic services. List exceptions (if any) to the general schedule.

O. DISASTER RECOVERY:

The bank shall provide information regarding their disaster recovery plan including specific plans related to servicing the City in the event of a disaster. Additionally, the bank shall provide information regarding their ability to provide uninterrupted service.

P. MISCELLANEOUS ITEMS

Please outline any Banking Incentive Programs for City employees such as:

- Free or reduced cost checking accounts
- Reduced rate loans
- Other free or reduced cost services provided to Bank customer’s employees.

On occasion, the City receives Canadian checks. Some are payable in US currency and some are payable in Canadian currency. Please state your policy on handling these and other foreign checks.

Q. SERVICE CHARGES

The City of Apopka currently uses compensating balances to pay for banking services. The City plans to continue this practice.

R. CASHING PETTY CASH AND OTHER CITY CHECKS FOR CITY EMPLOYEES

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

SECTION 3 – QUALIFICATIONS

Proposals will be considered from qualified firms or individuals whose experience includes successful work in similar projects. In addition, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

SECTION 4 - TERM OF CONTRACT

4.1 The contract for banking services shall commence within Sixty (60) days of selection of the depository Bank and shall terminate Three (3) years after the date of commencement. The City reserves the right to renew the contract for an additional Two (2) years at the sole discretion of the City and a review by the City of vendor’s contract performance for the previous year. The contract may be terminated by the City with or without cause forthwith upon giving written notice to the Contractor.

SECTION 5 – INQUIRIES/AVAILABILITY

5.1 Inquiries concerning Proposal Submittals should be made in writing and directed as follows:

City of Apopka – Finance Department
150 East 5th Street
Apopka, FL 32703
Email: pbarclay@apopka.net

- 5.2 Solicitation documents shall be obtained by contacting DemandStar by Onvia at www.demandstar.com or toll-free: 1-800-711-1712.

CONTACT WITH PERSONNEL OF THE CITY OF APOPKA OTHER THAN THE FINANCE DIRECTOR OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR QUALIFICATIONS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

SECTION 6 – SUBMITTAL INFORMATION: How, When & Where

- 6.1 Proposer should submit (in a sealed envelope indicating Proposer's name and Request For Proposal (RFP) number) copies of the Proposal, each identified as follows:

RFP No.: 2016-03
RFP Name: Banking Services
Due Date/ Time: March 7, 2016 @ 10:45 A.M.

- 6.2 All (RFP's), must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although, the document package copies should be individually bound. One (1) unbound one-sided original and FIVE (5) bound copies along with a PDF [**a total of seven (7)**] of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.
- 6.3 Responses to the RFP must be signed in ink by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered by the city as constituting an Offer by the Proposer to perform the required services.

SECTION 7 - EVALUATION METHODOLOGY

The City's evaluation criteria may include, but shall not be limited to, the following:

1. **Completeness of Response using Provided Forms:** Clearly demonstrated understanding of the work to be performed. Completeness and reasonableness of the proposer's plan for accomplishing the tasks. Level of creativity demonstrated by the proposer's methodologies for meeting the requirements of this proposal. Use of provided forms.
2. **Prior Experience of the Contractor.** Proposer's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. This criterion includes:

- The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
 - Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects
 - Reference information gathered from other entities regarding the past experience of the firm; and other areas addressed in the Statement of Work herein.
3. **User-friendliness of the On-line System and Reporting Capabilities:** This refers to the ease in using the online banking system and the ability to generate useful reports. The online banking system should be secure and able to transact banking services such as transfers, wires, positive pay batches, ACH batches, etc. It should also be able to generate reports detailing transactions, balances, and other banking activities.
4. **Ability to Meet Current and Projected Services:** Ability to provide the types of services required by the City. The exact type and nature of the proposer's proposed services and how they accomplish the objectives of the project, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.
5. **Aggregate Costs:** This refers to the proposed banking fees in total. (Please note that price is only one factor for consideration of award). The Proposer shall include a cost per item as detailed on Appendix C, which will then be totaled to arrive at an aggregate cost. If proposing costs which may include alternate programs or services not covered in the base bid pricing, the Proposer, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.
6. **Compensated Balance Required:** This refers to the amount of funds required to be maintained by the City in an account to cover/compensate for the total aggregate costs for banking services.
7. **Earning Potential/Rate on Investments:** This refers to the rate (BPS) to be earned on all accounts, both operating and investment. The ability of the firm to provide other innovative methods to maximize earning potential.

WEIGHTED CRITERIA

Points will be assigned to each proposal based on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
Completeness of Response using Provided Forms	5
Prior Experience of the Proposer	5
User-friendliness of Online System/Reporting Capabilities	15
Ability to Meet Current & Projected Services	15
Aggregate Costs for Banking Services	25
Compensated Balance Required	15
Earning Potential/Rate on Investments	20

SECTION 8 - SELECTION PROCEDURE

- 8.1 A Selection/Negotiation Committee will be responsible for selecting the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.
- 8.2 The firms may be asked to make a presentation of its qualifications and methodology to staff and /or the City Council.
- 8.3 The City reserves the right to award to one proposer, to split the award among multiple proposers or to not award.
- 8.4 NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE BIDDER BY THE CITY. THE CITY RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM, OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) TO THE BIDDER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AWARDS, AND THE CITY SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

SECTION 9- REJECTION CRITERIA

- 9.1 Your proposal shall be considered non-responsive if any of the following criteria exist, (this list is not all-inclusive):
- 9.2 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.
- 9.3 The instructions, order, and matrixes in the Proposal Package have not been properly followed.
- 9.4 The RFP response Package is found to have concealed or contained false and/or misleading information.
- 9.5 The City did not receive the RFP Package prior to the submittal deadline.
- 9.6 Your firm is not licensed with the Florida Secretary of State to do business in Florida and/or does not have a bank branch within the city limits of Apopka. **You must submit a State of Florida Certificate of Status for your firm.**
- 9.7 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.

- 9.8 The proposal/bid bond/fidelity bond, if required, is not included in the Package.
- 9.9 The Proposal signature page and certification is not properly executed.

SECTION 10 - WAIVERS

The City in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

SECTION 11 - INSURANCE REQUIREMENTS

- 11.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “additional insured” with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as “additional insured” will be at the contractor’s expense.
- 11.2 The City of Apopka shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.
- 11.3 The Contractor’s insurance must be provided by an A.M. Best’s “A” rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City’s Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.
- 11.4 Any firm performing work on behalf of the City of Apopka must provide Workers’ Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute.
- 11.5 Commercial General Liability Insurance Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations

- c. Personal and Advertising Injury Liability
- d. Products/Completed Operations
- e. Broad Form Contractual Liability

Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Combined single limit bodily injury/property damage \$1,000,000

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability

11.6 Automobile Liability Insurance

Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Bodily injury	\$500,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

11.7 A copy of ANY current Certificate of Insurance should be included with your proposal.

11.8 In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an “additional insured” for General Liability.

11.9 Certificate holder should be addressed as follows:

City of Apopka
 Finance Department
 150 East 5th Street
 Apopka, FL 32703

SECTION 12 – GENERAL CONDITIONS

The Proposer (other than governmental agencies) must provide a copy of its occupational license with Orange County to verify that it is fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of RFP.

VENUE: All contracts shall be governed by the laws of the State of Florida and venue shall be in Orange County, Florida.

EXPENSES: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.

INTERPRETATIONS: All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision by the City. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the City at least fourteen (14) days prior to the Proposal Opening. Inquiries shall be addressed to the Purchasing Manager. No person is authorized to give oral interpretations of, or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.

PUBLIC ENTITY CRIMES: Pursuant to F.S. 287.133. as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ASSIGNMENT: Any Purchase Order or Contract issued pursuant to this Request For Proposal and the monies which may become due hereunder are not assignable, in whole or part.

INDEMNIFICATION: Proposer agrees to protect, defend, indemnify, and hold harmless the City, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the City, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Proposer, its employees, or agents, arising out of or connected with this Agreement. The Proposer shall not be required to indemnify the City or its

agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the City, or its agents, employees or representatives. The parties agree that one per cent (1%) of the total compensation paid to the Proposer for performance of this Agreement shall represent the specific consideration for the Proposer's indemnification of the Owner.

Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

PROPOSALS TO REMAIN OPEN: All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The City may, in its sole discretion, release any proposal prior to that date.

ANNUAL APPROPRIATION: Any Contract issued is conditional upon the City appropriating funding to implement the Contract.

EMPLOYEES: Employees of the Contractor shall at all times be under its sole direction and not be an employee or agent of the City. The Contractor shall supply competent employees. The City may require the Contractor to remove an employee or subcontractor it deems careless, incompetent, insubordinate, or otherwise objectionable without any cost to the City or without any increase in Contract Price. Contractor shall be responsible to the City for the acts and omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.

ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the City. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

DELETION/OVERSIGHT/MISSTATEMENT: Any deletion, oversight, or misstatement of the Specifications shall not release the Proposer from the responsibility of supplying complete and operational units, together with all appurtenances necessary for unrestricted operation as determined by the City in its sole discretion.

WITHDRAWAL OF AN OFFER: An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Purchasing Office prior to the Solicitation Closing Date & Time. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of Proposer's proposal. An Offer may also be withdrawn after one hundred and eighty (180) calendar days after the Solicitation Closing Date & Time, if it is withdrawn prior to the recommendation for award, by submitting a letter to the Purchasing Office at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

SECTION 13 - SUBMITTAL PACKAGE

Submit this portion of the Request for Proposal as your firm's Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

TAB #1 Insert Proposer's Qualification Statement (Attachment "A")

TAB #2 Statement of Capabilities:
Provide a statement that addresses why the specific Proposer would be in the best posture to deliver the required services. (Limit to one (1) page.)

TAB #3 Management Team:
Submit an outline of the elements and organizational structure of the team established to manage the project. This is to include the administrative operation and key personnel and their area of responsibility.

Also, describe the Proposer's approach to organizational management and the responsibilities of Proposer's management and staff personnel that will perform work for this contract; describe the methodology employed to ensure prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training. Please explain any differences or challenges you may have encountered with any client, and the method(s) you employed to overcome them. (Limit to three (3) pages including organizational chart.)

For each proposed project manager list five (5) projects/contracts comparable and specific to this project to include the following information:

- Client Name, address, and telephone number
- Licensing/ certifications, various subordinate member team positions
- Whether your firm was the primary or a subcontractor
- Description of the contract including;
- Contract Objective (s)/ accomplishments
- Challenges encountered, resolutions
- Contract Starting and Ending Dates

TAB #4 Specific Related Experience of the Firm
List the last five (5) contracts held comparable to this specific project and related experience accomplished by the proposer firms. Indicate:

- Client Name, address, and telephone number
- Principal/ Project Manager in Charge, licensing/ certifications, various team positions
- Whether your firm was the primary or subcontractor
- Description of the contract including;
- Contract Objective (s)/ accomplishments
- Challenges encountered, resolutions
- Contract Starting and Ending Dates

TAB #5

Financial Statement:

Provide the most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition.

TAB#6

Cost Schedule

Submit your cost schedule using Attachment C here.

TAB #8

Attachments- Insert:

Non-Collusive Affidavit (Attachment "B")
Confirmation of Drug-Free Workplace (Attachment "D")
Signature Page (Attachment "E")
Acknowledgement of Addendums (Attachment "F")
Certificate of Insurance, and Licenses

ATTACHMENT "A"
PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title: _

PROPOSER'S Telephone and Fax Number: _____

PROPOSER'S License Number: _

(Please attach certificate of competency and/or state registration.)

PROPOSER'S Federal Identification Number: _

Number of years your organization has been in business, in this type of work: _____

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership
 Corporation

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By _____
(Signature)

ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says that:

BIDDER is the _____,
(Owner, Partner, Officer, Representative, or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public (Signature)

My Commission Expires: _____

ATTACHMENT "C"
COST SCHEDULE

Bank Service Description	Volume	Unit Price	Total Cost
Account Maintenance	1	\$ -	\$ -
Return Items	8		\$ -
Deposit Administrative Fee	8,399,983		\$ -
Electronic Debits	59		\$ -
Electronic Credits	167		\$ -
Checks Paid-Debits	360		\$ -
Deposits	147		\$ -
Redeposit	11		\$ -
Items Deposited on Us	401		\$ -
Items Deposited Local	74		\$ -
Items Deposited Regional	4,086		\$ -
Items Deposited Other Fed	4,058		\$ -
Branch Deposits Per \$100	1,403		\$ -
Non-Customer Check Cashing Fee	1		\$ -
ACH Returns	1		\$ -
ACH Notification of Change	1		\$ -
ACH Return Item Reporting via Fax	2		\$ -
ACH Debit Transaction	1,530		\$ -
ACH Credit Transaction	7		\$ -
ITreasury Prev Day Information	7		\$ -
ITreasury ACH Monthly Maint Fee	1		\$ -
ITreasury Wire Orig Maint Fee	1		\$ -
ITreasury Outgoing Domestic Wire	8		\$ -
ITreasury Monthly Per User Fee	6		\$ -
ITreasury Positive Pay Monthly Maint	1		\$ -
ITreasury Detail Trans Per Item	1,243		\$ -
ITreasury ACH per Batch	21		\$ -
Next Day Positive Pay Monthly Maint	1		\$ -
Next Day Positive Pay Per Item	352		\$ -
Imaging Monthly Maintenance	1		\$ -
Imaging Per Item Fee	360		\$ -
Imaging via CD-Rom	1		\$ -
Imaging – Encryption per CD	1		\$ -
TOTAL CHARGE FOR CURRENT SERVICES			\$ -

Bank Service Description	Volume	Unit Price	Total Cost
Compensating Balance Required			
Compensating Balance Rate (BPS)			
Investment Rate (BPS)			
Additional Charges Anticipated			
Smart Safe Monthly Fee			
Remote Deposit per Item			

ATTACHMENT "D"

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee 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 the 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.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

Vendor's Signature

ATTACHMENT "E"
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The Proposer warrants all materials supplied by it are delivered to the CITY of Apopka, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Apopka, Florida, against all persons claiming the whole or any part thereof.
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the City of Apopka and Proposer authorizes all entities or persons listed above to answer all questions. Proposer hereby indemnifies the City of Apopka and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this _____ day of _____, 20__.

(If an individual, partnership, or non-incorporated organization)

Witness

Company

Printed

By

Title

Printed Name, Title

(If a corporation, affix seal)

Company

By

Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of _____.

Given under my hand and the Seal of the said corporation this ____ day of _____, 20____

BY: _____

Secretary

(SEAL)

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Apopka that the person signing the proposal and proposal Bond for the corporation has been properly empowered by the corporation to do so, on its behalf.

ATTACHMENT“F”

ACKNOWLEDGEMENT OF ADDENDUM

RFP _____
TITLE _____

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. _____ -Dated _____

Addendum No. _____ -Dated _____

Addendum No. _____ -Dated _____

Name of Vendor's Service Contact: _____

Address: _____

Signature _____ Date _____

This page must be submitted with RFP. Failure to provide the requested documents may result in your proposal being deemed Non-Responsive.