

CITY OF BUNNELL



REQUEST FOR PROPOSAL FOR BANKING SERVICES PROPOSAL NO. 08-05

NOTICE IS HEREBY GIVEN THAT THE CITY OF BUNNELL IS ACCEPTING BIDS FOR BANKING SERVICES. NOTICE SHALL BE POSTED IN THE LOCAL NEWSPAPER AND MAILED TO ALL LOCAL BANKING INSTITUTIONS VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED. ALL BIDS ARE SOLICITED AND SHALL BE MADE PURSUANT TO ORDINANCE 2006-29, AND ALL BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PROVISIONS THEREOF. ORDINANCE 2006-29 IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BUNNELL, 200 SOUTH CHURCH STREET, BUNNELL, FL 32110.

YOU ARE HEREBY INVITED TO SUBMIT A SEALED PROPOSAL TO PROVIDE ALL BANKING SERVICES FOR THE CITY TO THE FINANCE DEPARTMENT, BUNNELL, FLORIDA CONFORMING TO THE ATTACHED SPECIFICATIONS.

SUBMIT BIDS IN TRIPLICATE TO:

386) 437.7500 Voice

Linda Kay Bullard, Finance Director
City of Bunnell
(386) 437.7503 Fax
bunnellfinance@flagler.net

MAILING ADDRESS:

P. O. Box 756
Bunnell, Florida 32110

WALK-IN DELIVERY ADDRESS:

200 S. Church Street
Bunnell, Florida 32110

TIMETABLE:

Date of Distribution:	April 18, 2008
Last Date of Inquiries:	May 9, 2008
Bids Due:	June 10, 2008

LOCATION:

City Hall, 200 S. Church Street, Bunnell, Florida 32110

BIDS DUE BY:
read aloud.

June 10, 2008, 2:30 pm after which time they will be publicly opened and

Bidders must indicate on the sealed envelope the following:

- A. Invitation to Bid Number**
- B. Hour and Date of Opening**
- C. Name of Bidder**

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CITY OF BUNNELL

SECTION 1 GENERAL INSTRUCTIONS AND CONDITIONS

- A. The term **CITY** used herein refers to City of Bunnell, Florida, or its duly authorized representative.
- B. The term **PROPOSER** used herein refers to the business organization submitting a proposal to the **CITY** in response to this solicitation.
- C. **PROPOSERS** are expected to examine all instructions to satisfy themselves of conditions affecting cost of performing this contract.
- D. No material, labor or facilities will be furnished by the **CITY** unless specifically stated.
- E. The **PROPOSER** hereby attests that the prices in this offer have been arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.
- F. The **PROPOSER** warrants that the prices of the items set forth herein do not exceed the prices charged by the **PROPOSER** under a contract with the State of Florida.
- G. The **PROPOSER** agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the **PROPOSER** gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the **CITY** by any other provision of this award.
- H. A duly authorized representative of the **CITY** will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.
- I. A Proposal Form is provided and a completed original and two duplicate copies shall be returned in a **sealed envelope properly marked with Proposal number and acknowledgment of receipt of addenda where applicable.** It is incumbent upon each **PROPOSER** to ensure that they have received all addenda before submitting their proposal.
- J. Proposals will be publicly opened, read aloud and recorded, on the date and time indicated, at the location specified in the request for proposal. It is the **PROPOSERS** sole responsibility to assure his/her proposal is delivered at the proper time and place of the proposal. The **CITY** will not be responsible for late deliveries or delayed mail. Proposals delivered after the time specified shall not be considered, such proposals shall remain **unopened.**

- K. Carelessness in quoting prices or in preparation of proposal otherwise, will not relieve the **PROPOSER**. **PROPOSERS** are expected to examine specifications, delivery schedule, extensions, and all terms and conditions in the proposal documents. Proposals having erasures or corrections must be initialed in ink by the **PROPOSER**. In the event of an extension error(s), the unit price will prevail. Written amounts shall take precedence over numerical amounts.
- L. Proposals may be amended or withdrawn only by written notice prior to the proposal opening. Amendments must be sealed. Amendments or withdrawals received after the proposal opening will not be effective, and the original proposal submitted will be considered.
- M. **Public Entity Crimes:** UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, 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 Section 287.017, for Category two for a period of 36 months from the date of being placed on the convicted vendor list.
- N. Proposals shall be **addressed and mailed or delivered as specified on page 1**.
- O. In the event an Invitation to Proposal is returned as a no proposal, "**NO PROPOSAL**" shall be properly marked on the outside of the envelope with the proposal number.
- P. The **CITY** reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.
- Q. When brand or trade names are used in the proposal invitation, it is for the purpose of item identification and to establish standards for quality; style and features. Proposals on equivalent items will be considered unless items are noted as no substitutes. Equivalent proposals must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be at no charge to **CITY**. **CITY** reserves the right to determine if proposal goods are equivalent to specified goods.

SECTION 2 INFORMATION AND INSTRUCTIONS TO PROPOSERS:

A. Background

The **CITY** of Bunnell is seeking proposals from banking institutions to provide the **CITY'S** primary banking services. While the **CITY** may separately request proposals on a line of credit and/or temporary interim financings from the local banking industry, we anticipate that all basic banking services will be incorporated within this contract proposal and provided by a single **PROPOSER**.

We propose a contract term of three (3) years, with the opportunity to extend the contract for two (2) additional 1 (one) year extensions upon agreement between the parties as to mutually acceptable terms. It is anticipated that these services will be re-bid at the end of this contract or any extension. Effective date of the banking contract is 30 days from date of awarding the bid.

B. Proposals will be accepted from parties which:

- (1) Are free of any obligation and interest, which might conflict, with the interest of the **CITY** of Bunnell.
- (2) Have the capacity to provide such services with an experienced professional staff.
- (3) Are fully qualified as a "Public Depository" pursuant to Chapter 280, Florida Statutes, or otherwise known as the Florida Security for Public Deposits Act; and

C. The **CITY will not be liable for any costs incurred in preparation of proposals.**

D. The **CITY reserves the right to conduct personal interviews or require oral presentations of any or all **PROPOSER'S** prior to selection. The **CITY** will not be liable for any costs incurred by the **PROPOSER** in connection with such interviews (i.e., travel, accommodations, etc).**

E. By submitting a proposal, the **PROPOSER certifies that he has fully read and understands the "Request for Proposals" and has full knowledge of the scope, nature, quantity and quality of work to be performed.**

F. The **PROPOSER shall furnish such additional information as the **CITY** of Bunnell may reasonably require. The **CITY** reserves the right to make investigations of the qualifications of the **PROPOSER**, as it deems appropriate.**

G. The **CITY reserves the right to conduct pre-contract negotiations with any or all **PROPOSERS**.**

- H. The **CITY** reserves the right to reject any/or all proposals, the right, in its sole discretion, to accept the proposal which it considers most favorable to the **CITY'S** interest and the right to waive minor irregularities in the procedures. The **CITY** further reserves the right to seek new proposals when such a procedure is in its best interest.

The **CITY** reserves the right to elect the form in which bank fees will be charged to the **CITY** (i.e. hard changes).

SECTION 3 SERVICES TO BE PERFORMED AND INFORMATION REQUIRED FOR EVALUATION OF PROPOSALS:

General

The Banking services detailed in this section are to be performed for the **CITY** on a contractual basis for three (3) years. The **CITY** reserves the right to terminate such contract giving 120 days advance written notice. The agreement may be extended for up to two (2) additional one (1) year extensions by mutual written consent. It is the intent of the **CITY** to have one single bank provide all of the general banking service needs of the **CITY** (except for services such as Lines or Letters of Credits, Purchasing Card, Lease Financing, etc. which may be negotiated separately). Please note that presently our banking services is split between two banks and the information provided incorporates both.

Please respond fully to all questions in Exhibits I and II and in the balance of this document. Use Exhibit I, the Banking Services Questionnaire to guide your responses to Section II of this Request for Proposal. These items should be inserted into your proposal in the order identified in Section IV of this RFP. ("INFORMATION REQUEST OF THE **PROPOSER**.") Attach Exhibits to the end of your responses, if necessary, to be complete when illustrating services, charges, rates, etc. Include in response any suggestions that would be of a benefit to the **CITY** regarding their accounts (Sweep, Public Funds Interest Checking, etc).

A. Accounts:

The **CITY** requires approximately seven demand accounts for its operations. A description for each of these accounts and typical transactions are as follows:

(1) Operating (General) – Master Account.

The **CITY** requires this account to fund the accounts payable and payroll accounts, fund outgoing and incoming wire transfers, and as a clearing account for all security transactions.

- a) **CITY** funds collected daily will generally be deposited in this account once daily.
- b) The **CITY** expects the Bank to provide at least next day availability for checks being deposited to the **CITY** accounts. Those checks drawn against the same bank, which provide services to the **CITY**, should receive same day collected availability credit. Availability of funds other than that mentioned above should be in accordance with the bank's availability schedule. Banks are required to attach a copy of their availability schedule to the bid. The **PROPOSER** should address any methods available to accelerate the process in obtaining collected funds.
- c) The **PROPOSER** must denote transaction cut off time for deposits to be considered received that day and not carried forward to the next day. Indicate cut off time at branches, drive-ins, etc.
- d) Disbursement of funds from the account shall be made primarily:
 - a. Internal bank transfers to other accounts.
 - b. Charges against the account for investment purchases.
 - c. Checks drawn against the account for accounts payable.
- e) Concerning deposited items, the **CITY** deposits approximately 350 checks per month. Additional items credited to this account average 10-25 per month (i.e. investment transactions, wires, ACH, etc.).
- f) The Bank will provide "Full Reconciliation" of the **CITY** accounts on a monthly basis. A sample reconciliation, should be submitted with the proposal, with explanations as to special coding of transactions, as well as description of how the statement benefits the **CITY** as to ease of use, etc.
- g) The **CITY** also seeks proposals for Direct Deposit services for employee payroll. The proposal should describe in detail the cut off time for data transfer under normal and emergency conditions, capabilities or requirements as to data format, and a proposed system for handling errors regarding non-deposits to an employee account which was properly established and scheduled. Currently direct deposit is not being done. It is anticipated to be established as soon as possible. Cost of setting this system up should be explained.
- h) Accounts Payable: The **CITY** currently processes accounts payable checks bi-weekly from the master operating account. Total checks clearing this account average 275 per month.

(2) CITY Payroll Account

The **CITY** has an agency account, which is used for the employee's payroll. Funds are deposited bi-weekly from the master account to the agency account and checks are written directly from this account for payroll.

(3) Water / Sewer Operating Account

Used for Accounts Payable and processing utility payments from customers: The **CITY** currently processes accounts payable checks weekly from the master operating account and this account. Deposits are generally made on a daily basis. Total checks clearing this account average 100 per month and approximately 2,000 items deposited per month.

(4) Water / Sewer Deposit Account

This account is used to deposit the utility customers' deposits. This account has 15-20 deposits per month and 20-25 checks per month.

(5) Impact Fee Accounts

This account is to be established to deposit various Impact Fees being collected. These accounts anticipate 5 deposits per month and 1-5 checks per month.

(6) Special Revenue Fund

This account is used to deposit Department of Transportation funds and process accounts payable. This account has 1-3 deposits per month and 40-50 checks per month.

(7) Other various accounts

The **CITY** has several other small accounts for various different funds that are to be held in trust and these funds are to be used for very specific expenditures. We have the Police Equipment Trust, Water/Sewer Reserve Account, Capital Improvements Account, Volunteer Firefighters, various grant accounts. Typically these accounts have very few transactions during any fiscal year.

2. Credit Card Processing Services:

The Financial institution will provide their process to establish procedures for processing credit card transactions. Currently, the **CITY** of Bunnell does not accept credit cards.

3. Account Security Measures:

The **CITY** requires strong security systems regarding the institution and authorization of wire transfers, internal transfers, and security purchases and sales. The **PROPOSER** should address each area described below, defining cut-off times and confining the ability to provide like services, or alternate procedures while providing the maximum security.

- 1) The current security system for wire transfers provides for one of a limited number of persons to initiate.
- 2) "Stop Payments" on lost or stolen checks, etc., are occasionally requested via telephone with written follow-up authorization from the Finance Director, or other authorized delegates.
- 3) Provide information on the **PROPOSER'S** disaster preparedness system. How is information backed-up, etc.

4. Monthly Account Analysis:

The **CITY** expects to receive a monthly account analysis on each account maintained, as well as a summary account analysis, which incorporates the activity of all accounts and chargeable items. This analysis should include the ledger, available and collected balances, activity and fees. The **PROPOSER** should provide an example of the account analysis with the proposal, which would be provided to the **CITY** on a monthly basis. A sample of the current account analysis is provided (attachment A).

5. Electronic Banking:

With the business community moving toward electronic banking and e-commerce, the **CITY** is interested in what features the bank can provide through use of electronic work stations. The **PROPOSER** should provide a comprehensive description of their electronic banking to include: balance reporting, stop payment, checks cleared imaging, lockbox imaging, bank reconciliation, positive pay and data export abilities.

6. Letter of Credit:

The **CITY** frequently has projects that require some form of financing. Many times the **CITY** will be ready to commence the project before financing of the project is complete, for this reason a line of credit would be desirable for the **CITY**. The **PROPOSER** should indicate whether they can service this need and if the **PROPOSER** can provide a line of credit. The **PROPOSER** should indicate what index the line of credit would be tied to, and what procedures are required to request a draw

against the funds. Additionally, the **PROPOSER** should include a normal time frame which the **CITY** would encounter from the initial request of funds to the transfer into the **CITY** account.

7. Benefits for Employees:

Provide information regarding benefits for employees – free checking, no charge to employee for cashing **CITY** checks, reduced rate loans, etc.

SECTION 4 - COST PROPOSAL

A. The cost proposal submitted to the **CITY** must be all-inclusive. All contractual requirements needed are to include any changes or increases to the contract during any contract extension. All non-mentioned or general services incidental to the operations of accounts maintained by the **CITY** and not addressed are expected to be provided at no additional charge.

In order to simplify and standardize all proposals, attached as Exhibit 1 is a "Banking Services Fee Proposal Form" in the format of an "Account Analysis", and as Exhibit 2 a "Banking Services, Questionnaire" which must be used when submitting your proposal. The **PROPOSER** should assume the activity estimates referred to throughout this document to be a reasonable estimate of activity to be experienced. The rates quoted per item by the **PROPOSER** will be considered fixed, regardless of activity deviation.

B. Indicate the banks per item processing fees and revenues to be paid to the **CITY** by completing the "Banking Services Fee Proposal Form" included in this section. The fees and income should be presented on a monthly basis and then converted to annual figures as noted on the "Banking Services Fee Proposal Form." The **PROPOSER** shall identify any specific services that are not included in the analysis, which may be subject to fees or charges payable by the **CITY**, and included in the Section "Other Services Charges" of the Fee Proposal Form.

C. **PROPOSER** to provide information of additional services. This should include services currently not utilized, but of interest. Recommendations as to more efficient or inexpensive ways to manage the scope of services described.

IV. INFORMATION REQUESTED OF THE PROPOSER

In order to provide a uniform review process and to obtain the maximum degree of comparability, it is requested the proposals be organized in the manner specified below; however, the **CITY** will consider any proposal that provides sufficient information for consideration and evaluation:

A. Title Page:

B. Show the name of **PROPOSER's** institution, address, telephone number, name of contact person, the date and the subject.

C. Table of Contents:

D. Include a clear identification of the material by section and page number.

E. Letter of Transmittal: Not to exceed two pages in length should contain the following:

- 1) State the **PROPOSER's** understanding of the scope of the service to be performed.
- 2) Make a positive commitment to perform the service on a timely basis.
- 3) Indicate whether the **PROPOSER** is a parent of subsidiary associated with a holding company and describe its relationship to others in the group, if applicable.
- 4) State if **PROPOSER** is chartered to do business in the State of Florida.
- 5) Financial report for previous two (2) years and quarterly to date for previous four quarters (include as an attachment to the end of your proposal).
- 6) Information relating to the credit rating of the institution.
- 7) Sample information reporting reports.
- 8) Availability schedule.
- 9) Implementation schedule with a timeline and plan of action.

F. Summary of **PROPOSER's** Qualifications:

- 1) Indicate the institution's background in providing these services to governmental entities.
- 2) Provide a listing of comparable client references that are using the institution's professional services (i.e. client name, address, telephone number and contact person).
- 3) Indicate any professional and/or supervisory level service to be provided by qualified minorities within the institution and/or subcontracts with a minority business enterprise.
- 4) Indicate specifically the members of the institution who will have primary responsibilities for the **CITY'S** contract and provide a resume of each. Also indicate all key individuals and their tasks, and/or areas of expertise. Specifically identify the contact persons, their location and telephone numbers and experience regarding the following areas:
 - a) Receipt and delivery of investment securities and associated statements, etc.
 - b) Wire transfer receipt and delivery.

- c) Credit card processing.
- d) Letter of Credit.

G. Banking Services Fee Proposal Form: (Proposal Form Exhibit 1)

Provide a completed "Proposal Form" with responses to all identified services. **PROPOSER** may expand the form to include items, which the **CITY** did not identify but the **PROPOSER** feels should be listed, whether it is a chargeable item or not. However, any material deviation from the Proposal Form format will not be acceptable.

H. Banking Services Questionnaire: (Questionnaire Exhibit 2)

Provide complete responses to all topics of concern to the **CITY** and in the same order as presented in the Questionnaire. When formulas are requested, the description of the formula, as well as an example of the calculation should be provided to assure proper evaluation of the proposal.

I. Provide any other material that may be helpful in reviewing the proposal, including any attachments, schedules, financial information, etc.

V. EVALUATION OF PROPOSALS

The contract will be awarded to the responsible and responsive **PROPOSER** providing the services at the lowest "net cost" and which best meets the needs of the **CITY** provided the price is reasonable and it is in the best interest of the **CITY** to accept. In determining responsibility and responsiveness, the following criteria will be utilized:

- A. Responsiveness of the proposal related to the scope of the work.
- B. Ability, capacity and skill of the institution to perform the services on a required timely basis.
- C. Responses of the client references.
- D. Experience of the institution and individual members of the institution in establishing and maintaining similar accounts.
- E. Net Cost - "Total Proposed Annual Cost of Services" (see Exhibit 1) after adjustments, as determined in accordance with the methods described.
- F. The sufficiency of financial resources and ability of the institution to perform the contract.
- G. The reputation, stability and longevity of the **PROPOSER**.

- H. The quality, availability and adaptability of the services to the particular need required.
- I. Such other information as may be required.

VI. ADDITIONAL INFORMATION GATHERING PROCESS:

- A. To ensure fair consideration for all **PROPOSERS**, the **CITY** prohibits communication to or with any department, bureau, or employee of the **CITY** during the submission process.
- B. Any questions relative to interpretation of specifications or the proposal process shall be requested of the Finance Director in writing.
- C. Direct inquires to: Linda Bullard, Finance Director. (386) 437-7500

VI. RECEIPT OF PROPOSAL- DUE DATE:

Sealed proposals in three (3) complete copies will be received at the office of the **CITY** Clerk no later than 2:00 p.m. EST, March 31, 2008. Proposals will not be accepted after this time. Proposals shall be address as follow:

- A. For hand or mail delivery:

CITY of Bunnell
Finance Director
200 S. Church Street
Bunnell, FL 32136

- B. Submitted envelopes should be clearly marked:

Invitation to Bid Number
Hour and Date of Opening
Name of Bidder

VII. PROPOSALS BINDING NINETY (90) DAYS:

All proposals submitted shall be binding for ninety (90) calendar-days following the above due date for receipt of proposals.

VIII. CONDITIONS OF PROPOSALS:

- A. Late Proposals

Proposals received by the **CITY** after the time specified for proposal opening will not be considered.

B. Completeness

All information required by the Request for Proposal must be supplied to constitute a regular proposal.

C. Proposal Evaluation Committee

Proposal Evaluation Committee has been established to review and evaluate all proposals' submitted in response to this RFP. The committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal and other evaluation criteria as set forth in the RFP. Based on this review, the highest rated **PROPOSERS** will be evaluated in detail.

D. Oral Presentations

- 1) Based on the results of the preliminary evaluation, the highest rated **PROPOSER(s)** may be invited by the **CITY** to make oral presentations to the Proposal Evaluation Committee. The Proposal Evaluation Committee will then conduct a final evaluation of the **PROPOSER's** written proposals and oral presentations after which a ranking of proposals would be established.
- 2) A contract will then be negotiated with the highest ranked **PROPOSER**. If a satisfactory contract cannot be negotiated with the highest ranked **PROPOSER**, negotiations will be formally terminated. Negotiations will then be undertaken with the second ranked **PROPOSER** and so on.
- 3) The contract will be presented for ratification to the **CITY** Commission.

IX. PROPOSER'S WARRANTY:

The undersigned person by his/her signature affixed hereon warrants that:

- A. He/she is an officer of the organization.
- B. He/she has been specifically authorized to offer a proposal in full compliance with all requirements, and conditions, as set forth in this Request for Proposals, other than those deviations noted above.
- C. If this proposal is accepted, a contract will be issued as proposed, subject to any modification, which may be mutually agreed upon by the **CITY** and the **PROPOSER**.

PROPOSER

Signature

Name, Title, Typed or Printed

Name of Company, Corporation, etc.

Mailing Address

City, State and Zip

Area Code/Telephone Number

Date
