



Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

**REQUEST FOR PROPOSAL
(RFP) # FY 2013-2014-004
BANKING SERVICES**

**PREPARED BY:
CITY OF HALLANDALE BEACH
CITY MANAGER AND
PROCUREMENT DEPARTMENT**

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NOTICE TO PROSPECTIVE PROPOSERS

COMMUNITY BENEFIT PLAN REQUIREMENT:

This RFP includes a Community Benefit Plan requirement which shall be met by submitting a Community Benefit Plan with your proposal, see Section IV, item 14.

MINIMUM QUALIFICATION REQUIREMENTS:

1. Be a Federal or Florida chartered bank with a principal Branch office located within ten (10) miles of the Miami-Fort Lauderdale metropolitan area, capable of servicing the City's bank accounts as specified in the solicitation.
2. Be a member of the Federal Reserve System;
3. Be an approved public depository by the Treasurer of the State of Florida in conformance with the Florida Security For Public Deposits F.S. 280.
4. The bank also must have adequate organization, facilities, equipment, personnel and experience to ensure prompt and efficient service to the City as required in the solicitation.

MINIMUM QUALIFICATION REQUIREMENT YEARS OF EXPERIENCE:

In order for your firm's response to be considered, firm must have three (3) years' experience having provided the scope of work as outlined in this RFP. The City will review the firm's incorporation "date filed" date on Sunbiz by month and year. The submittal due date is the period of time counted for the three years' experience.

Firm must provide a copy of the Sunbiz to confirm the number of years of incorporation as a business. This Sunbiz website is www.sunbiz.org

All proposals must be submitted in accordance with the Request for Proposals (RFP) document which may be obtained online at www.cohb.org/bidnotifications.

SUBMITTAL DUE DATE:

RESPONSES ARE DUE: MONDAY, JANUARY 6, 2014 BY NO LATER THAN 11:00 A.M.

FINANCIAL INSTITUTION FIDELITY BOND:

This RFP requires the submission of a Financial Institution Fidelity Bond for employee dishonesty on a Blanket Basis with a minimum limit of \$32,000,000.00. The bond shall be endorsed to cover "Third Party" liability including a third party beneficiary clause in favor of the "City of Hallandale Beach". The bond shall include a minimum of twelve (12) month "Discovery Period" when written on a Loss Sustained Basis.

The awarded bank through this RFP must provide the Fidelity Bond within fifteen (15) days after receipt of Notification of Award. The Notification of Award is the day Commission meeting is held to award the contract. The Procurement Department will notify the awarded firm of this date via a letter.

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

A Non-Mandatory Pre-Proposal Conference is being held **Friday, December 13, 2013, 11:00 a.m., City Hall Commission Chambers, 400 South Federal Highway, Hallandale Beach, FL 33009.**

LAST DAY FOR QUESTIONS:

Any questions are to be submitted via email to alues@cohb.org by no later than **MONDAY, DECEMBER 16, 2013, BY 3:00 P.M.**

RESPONSES MUST BE SUBMITTED IN SEALED ENVELOPES AND MUST BE MAILED OR HAND DELIVERED TO:

| |
|---|
| CITY OF HALLANDALE BEACH |
| OFFICE OF THE CITY CLERK – EXECUTIVE OFFICES |
| 400 SOUTH FEDERAL HIGHWAY – 2 ND FLOOR |
| HALLANDALE BEACH, FL 33009 |
| TITLED: RFP NO. FY2013-2014-004 |
| BANKING SERVICES |

INSTRUCTIONS FOR SUBMITTAL OF RESPONSES

1. Firms are to submit responses only on a thumb drive that is searchable in adobe format. No hardcopy (paper) submittals nor CDs will be accepted. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an “edit” “find” search your firm must test each thumb drive before it is submitted. **Firms must make sure that the thumb drive is tested before submission. Do not place password on the thumb drives. Provide seven (7) thumb drives with your firm’s submittal.**

REFERENCES:

The City will conduct reference checks as component of due diligence to determine the capability of firms to be able to perform the requirements of the project. The reference questions will be sent via email, therefore, please make sure that the references your firm provides are aware that they will be receiving a Reference Form from the City of Hallandale Beach to be completed by a deadline date.

Each firm responding to this RFP must provide five (5) verifiable references for projects of similar scope as outlined in this RFP.

Each firm must provide the following information for the references provided and ensure that the contact information provided is up to date and accessible.

- a. Name of firm-company for which services were/or are being provided.
- b. Name of Reference (Project Manager) charged with managing the account.
- c. Type of account and services provided. Year services were started and, if applicable, ended.
- d. Rebates offered by its use of P-cards and/or e-payables.
- e. Phone # for Reference (Project Manager). Updated email address for Project Manager.

The references provided will be sent, via email, a Reference Form to complete. Please make sure that the references your firm provides are aware they will be receiving a Reference Form from the City of Hallandale Beach to complete by a deadline date.

CONTRACT TERM:

The initial term of the contract shall be for five (5) years from date of award commencing on the day after the award by the Commission. The contract may be renewed for two (2) additional two (2) year periods by mutual agreement between the City and the awardee providing the successful proposer will agree to maintain the same terms and conditions of the original contract. The pricing submitted for the original term of the contract will remain fixed. If considering renewing, the City through the Finance Department will request a letter of intent to renew from the awardee prior to the end of the current contract period. **After the initial contract period, the vendor may submit a price increase in writing, ninety (90) days prior to the contract expiration date to the Finance Department, with proper justification for the price increase.** The City reserves the right to accept or reject the price increase and may choose to re-solicit the contract if it is deemed to be in the best interest of the City. The contract will be extended 90 days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing the Proposal.

The awardee will be notified by the Finance Department when the recommendation has been acted upon to renew. The City reserves the right to exercise the option to renew bi-annually (subject to the appropriation of funds), not to exceed a maximum of two (2) additional contract periods. Contract renewal shall be based on satisfactory performance; mutual acceptance; and determination that the contract is in the best interest of the City.

CONTRACT PRICE:

The submittal responses shall be valid until such time as City Commission awards a contract as a result of this RFP.

Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed three and onehalf percent (3.5%) per year or, whichever is less, the latest yearly percentage increase in the Consumer Price Index for "All Urban Consumers for Miami\Fort Lauderdale, Florida" as published by the U.S. Department of Labor Statistics or its successor agency for the twelve (12) months ending July of each year to be effective for the next contract period.

Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

CONFLICT OF INTEREST:

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship in the form provided in the Form's Section. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the City Commission prior to entering into a contract with the City of Hallandale Beach.

CONE OF SILENCE:

The City of Hallandale Beach City Commission adopted Ordinance No. 2013-03, which created Section 23-13 imposing a Cone of Silence for City purchases of goods and services. The Cone of Silence refers to limits on communications held between Proposers and Proposers' representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

SAMPLE FORM CONTRACT:

The City's Form Contract is attached as part of this solicitation. The Vendor's submission of a response without identifying variances expressly acknowledges and formally evidences the Vendor's acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Vendor.

CONTRACT FOR EXECUTION:

Attached to this RFP is the agreement that contains the terms and conditions that the awarded Contractor must be able to abide by and execute upon award of this contract. The legal terms and conditions will bind the awarded Vendor until completion of the Contract.

INSURANCE REQUIREMENTS:

The awarded firm must furnish the required Certificate(s) of Insurance within the time specified in the Notification provided by the Procurement Department. The requirements for insurance are stated under Article 5, Insurance Requirements in the Agreement below.

END OF SECTION

DEFINITIONS

“City” the City of Hallandale Beach or the City Commission, a municipal corporation of the State of Florida.

“City’s Contract Administrator” means the City’s representative duly authorized by the City Commission and/or City Manager, to provide direction to the Vendor regarding services provided pursuant to this RFP and the Contract.

“Contract” and “Contract Documents” means the agreement for Agreement for this Project to be entered into between the City and the Successful Proposer/Contractor.

“Contractor” the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

“Local City of Hallandale Beach Vendor” pursuant to Chapter 23, Procurement, Section 23-5 of the Code of Ordinances of the City of Hallandale Beach, Florida. See definition in Section VII, item 2 in this RFP.

“Notice to Proceed” means the written notice given by the City to the Vendor of the date and time for the services to start.

“Project Manager” means the Vendor’s representative authorized to make and execute decisions on behalf of the Vendor.

“Proposal” means the proposal or submission submitted by a Proposer. The terms “Proposal” and “Bid” are used interchangeably and have the same meaning.

“Proposer” means one who submits a Proposal in response to a solicitation. The terms “Proposer” and “Bidder” are used interchangeably and have the same meaning.

“Proposal Documents” the Request for Proposals, Instructions to Proposers, Technical Specifications, plans and attachments and the proposed Contract Documents (including all Addenda issued prior to the opening of Proposals).

“Successful Proposer” means the qualified, responsible and responsive Proposer to whom City (on the basis of City’s evaluation as hereinafter provided) makes an award.

LIST OF ADMINISTRATORS AND DEPARTMENT LIAISONS

| | |
|-----------|--|
| 1. | CITY MANAGER |
| | Renee C. Miller |
| | 400 S. Federal Highway |
| | Hallandale Beach, Florida 33009 |
| | (954) 457-1300 |
| | |
| 2. | DEPUTY CITY MANAGER |
| | Nydia Rafols-Sallabery |
| | 400 South Federal Highway |
| | Hallandale Beach, Florida 33009 |
| | (954) 457-1300 |
| | |
| 3. | ACTING FINANCE DIRECTOR |
| | Robert Fraidenburg |
| | 400 South Federal Highway |
| | Hallandale Beach, Florida 33009 |
| | (954) 457-1370 |
| | |
| 4. | PROCUREMENT DIRECTOR |
| | Andrea Lues |
| | 400 S. Federal Highway |
| | Hallandale Beach, Florida 33009 |
| | (954)457-1332 (OR) |
| | |
| 5. | SENIOR PROCUREMENT SPECIALIST |
| | Joann Wiggins |
| | 400 S. Federal Highway |
| | Hallandale Beach, Florida 33009 |
| | (954)457-1331 |
| | |

PURPOSE OF RFP
INTRODUCTION / INFORMATION

I. PURPOSE AND TECHNICAL SPECIFICATIONS

It is the intent of the City to select a financial institution (herein "Bank") to provide full banking services for all City funds, except for its employees' pension funds, which are organized and administered separately. The objectives are to obtain the best banking services while minimizing costs to the City; and avoiding unreasonable risks. The City reserves its rights to use additional and other banking services.

The City is very strict in its requirements for timely and accurate reporting of Bank account transaction data. Daily debit and credit advice from the Bank are used as the primary source documents for posting to the City's general ledger. Failure to comply with such requirements causes significant problems to the accounting program reports and such failure will be heavily considered when evaluation of banking services is performed.

The cost summary form indicates the anticipated number of transactions per month and is provided for information and tabulation purposes only. No warranty or guarantee is given or implied as to the types or quantities of services that will be actually required.

Core Banking Services:

Operating Account

Disbursement Account (ZBA)

Depository Account (ZBA)

Money Market Account

Positive Pay

Online Banking/Cash Management

ACH

Wire/Funds Transfers

Information Reporting

Account Reconciliation

Online Stop payments

Check 21

Online Return Items

Online retrieval of check and deposit images

Purchasing Card (P-Card)

Below are the City's average banking transactions per month:

- 850 AP checks
- 158 Credit card merchant deposits
- 50 Cash and batched check deposits
- 32 Outgoing wires
- 43 Incoming Wires
- 12 Checks returned NSF
- 5 Bank drafts returned NSF
- Transfers between 0 balance
- 34 accounts
- 10 Stop Payments
- 251 EMS lockbox payments
- 50 Workers Comp checks

Value Added Banking Services

There are services not otherwise identified in this RFP that the proposing bank shall offer to the City. Please submit your proposal identified and labeled as Exhibit A describing in detail services such as electronic procure to pay options, including but not limited to e-payables, pay cards, etc. Include a rebate matrix for the various services such as PCards, e-payables, etc.

A. General Requirements:

The City is very strict in its requirements for timely and accurate reporting of bank account transaction data. Daily debit and credit information from the bank are used as the primary source documents for daily posting to the City's general ledger. The bank must be able to provide daily reporting for all transactions on the City's master, depository, and controlled disbursements accounts.

The City currently utilizes an internet-based treasury management system to receive daily balances and detailed transactions for its main accounts. The City desires to continue utilizing this type of treasury management system to receive daily account information.

The bank will allow one set of authorized signature cards for all accounts required by the City. The bank will allow deposits with an attached breakdown of individual checks rather than itemizing each check on the deposit slip.

The City is currently implementing the Tyler Munis financial systems management software package. The successful bank must demonstrate past experience with integrating with the Tyler Munis system in the following ways:

- 1) Electronic processing of Positive Pay files
- 2) Electronic processing of check reconciliation files
- 3) Direct export and import and e-payables files
- 4) Integration with the bank's P-Card card system, including automated imports and exports between the bank and the Tyler Munis system.

Demonstrated experience must include Tyler Munis accepted file layouts, statement showing banking systems accept standard Tyler system exports, and listing of previous customers using banking services with the Tyler Munis system.

B. Account Information:

The City presently maintains one primary account, two secondary accounts and two (2) zero balance accounts. Following are descriptions of these accounts:

1. Primary Main Pool Account

The City maintains one Primary Main Pool Account. This is the account where all the City's accounts payable checks, daily cash receipts, incoming and outgoing wire transfers and ACH's are processed.

2. Zero Balance Accounts

The Zero Balance Accounts include the City's Payroll Account and the Emergency Medical Services (EMS) Lockbox Account. The funds are swept into or out of these accounts to or from the Primary Main Pool Account on an as needed basis.

3. Secondary Disbursement Accounts

The City presently funds two secondary disbursement accounts for Workers' Compensation and Flexible Spending maintained by third party administrators.

C. Account Statements:

Bank statements for all City accounts will be provided once monthly at the end of each calendar month. Statements must be delivered no later than five (5) banking days after the end of each calendar month. Statements will contain images of the front and back of the cleared checks. All the information appearing on the statement will be accessible through an internet-based treasury management system.

D. Other Services:

1. Stop Payments

The bank shall provide stop-payment service to the City. Stop payment orders will be issued utilizing an internet-based treasury management system. If the check at issue is unpaid, the Bank will provide confirmation of the stop payment order. If the check at issue is paid at the time of request the Bank will, as soon as reasonably possible, forward to the City a copy of the paid instrument. The stop payment order is effective after twenty-four (24) hours of being placed. The bank shall be responsible for any item cashed if said item was confirmed as a stop payment on an as-of-day basis and is subsequently cashed by the bank.

2. Deposit Return Items

All returned checks due to insufficient funds or other reasons will **NOT** be automatically re-deposited a second time. Rather, these checks will be returned to the Finance Department at the City. The bank will provide the ability to access on-line return deposits (prior day charge-backs) for the operating and utility accounts to include an image of the check returned. The bank will also provide the ability to retrieve a history of charge-backs.

3. Wire Transfers

The bank will provide same day wire transfer service from the City accounts and accept transfers into the account for immediate credit. The City transfers money via wire transfer using repetitive wire and non-repetitive wire. Both repetitive and non-repetitive wire transfers should be done through internet-banking.

4. Banking Supplies

The depository bank will provide all necessary banking supplies. These shall include, but not be limited to, tamper-proof, disposable style deposit bags, deposit slips (two-part carbonless), deposit stamps, coin wrappers and envelopes. The bank will also provide an adequate supply of night deposit box keys for branches utilized. The City reserves the right to obtain supplies from a vendor other than the depository bank.

5. Bank Collateralization of City Funds

Deposits are to be collateralized as required by Chapter 280, Florida State Statutes. Florida State law requires that banks must pledge to the State certain acceptable types of securities having a market value equal to fifty percent (50%) to one hundred twenty-five percent (125%) of the highest account balance which the City may have on deposit at any one time reduced by the amount of FDIC insurance available.

6. Disaster Recovery

The bank shall provide information regarding their disaster recovery plan including specific plans related to serving the City in the event of a disaster.

7. Overdraft Protection

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

8. Lock Box Services

Lock box (retail) services may be used to collect payments for EMS services.

Nearly all checks shall have turnaround OCR scanable document(s) (remittance advice) attached which shows the account number and amount due to the City. Any checks received without turnaround documents or where the check amount does not match the document shall be remitted to the third party EMS billing company on a daily basis for processing.

The bank must provide computer readable output on a daily basis. A hard copy report and all turnaround documents, including account number and amount, shall be received by the City no later than 10:00 a.m. the following business day. The total payments per this output must be reconciled to the deposits from the lock box operations. The City requires receipt of daily lock box posted transactions via internet transmissions.

9. Treasury Management System

The City currently utilizes an internet based Treasury Management System to retrieve daily bank balances and transactions. In addition, the system is used to initiate wire transfers, stop payments and internal transfers. It also provides data base management as well as worksheet analysis capabilities. The bank shall offer services that meet these requirements.

10. Check 21

The bank will provide the ability to process checks using the technology known as Check 21. A check scanner and appropriate software would be provided to the City to digitally capture the check images. The deposit would be balanced and an electronic deposit slip created. The file would then be transmitted to the bank through a secure website for posting to our depository account.

11. Positive Pay

The bank will provide Positive Pay to ensure the City's protection and security against fraud and theft. Positive Pay transactions should be monitored daily for violations. The City will transmit files each time a payroll or account payable check file is processed. The bank shall have the capability to accept either an uploaded file from the City's accounting system as well as manual entries as needed. All paid checks should be matched against the issue file for verification, giving the City the ability to instruct the bank to pay or return an item.

12. Credit Cards

The bank will provide services necessary to continue the use of American Express, Visa and MasterCard credit cards for financial transactions at approved locations. Currently, credit cards are accepted for payment of recreation programs, utility payments, and other government services.

13. Payroll Check Cashing

The bank will cash payroll checks for City employees upon presentation of appropriate identification.

14. Continuous Service

The depository bank will have and maintain sufficient staff to support these 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 Contract. The City requires that the bank designate one of its cash management services personnel who will act as liaison with the City for matters regarding its account. The City reserves the right to approve the person so designated and further reserves the right to approve in advance the designation of any successor liaison.

15. Payment

The City will consider payment for services either through compensating balance or specific charges method. The bank shall propose pricing using each method separately.

The bank shall submit monthly statements for all services rendered for the preceding month within seven (7) business days after the close of each calendar month. Such statements shall be accompanied by an account analysis for each account and a summary analysis for all accounts combined which will itemize all charges.

The analysis shall contain, at a minimum, average daily ledger balance, less float and reserve requirements to arrive at a net collected balance. If the specific charges method is employed, the total amount of the monthly invoice from the summary analysis shall be paid within thirty (45) days upon receipt of invoice and supporting documentation by the City pursuant to audit and review, less any contested charges.

16. Miscellaneous Charges

The Bank will supply details to support all charges for miscellaneous items. No charge is to be submitted that is not supported by an invoice.

17. Access to Records

The City, or its authorized representatives, shall have access to the books and records maintained by the bank, with respect to such City bank accounts at 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.

Additionally, the City will be provided quarterly and annual financial reports to indicate the financial soundness of the institution.

18. Employee Benefits

Currently, City employees who utilize direct deposit for payroll distribution are eligible for a checking or savings account without a monthly service fee. The City has approximately 514 employees and approximately 98% utilize direct deposit for payroll distribution.

The bank shall state whether it may provide special low, or no fee, or special term services to City employees, and provide specifics of any special accounts granted.

All proposals must be submitted in accordance with the Request for Proposals (RFP) document which may be obtained online at www.cohb.org/bidnotifications.

REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

| | |
|---|--|
| RFP ADVERTISING DATE | MONDAY, DECEMBER 9, 2013 |
| RFP DOCUMENT RELEASED | MONDAY, DECEMBER 9, 2013 |
| RFP NON-MANDATORY PRE-PROPOSAL CONFERENCE | FRIDAY, DECEMBER 13, 2013 11:00 AM |
| QUESTIONS | ALL QUESTIONS MUST BE RECEIVED BY NO LATER THAN <u>MONDAY, DECEMBER 16, 2013</u> BY NO LATER THAN <u>3:00 PM</u> |
| RFP DEADLINE FOR RECEIPT OF PROPOSALS | <u>MONDAY, JANUARY 6, 2014</u> BY NO LATER THAN <u>11:00 AM</u> |
| EVALUATION OF PROPOSAL/SELECTION OF FIRMS | TO BE DETERMINED |
| ORAL INTERVIEWS – (IF REQUIRED) | TO BE DETERMINED |
| CONTRACT AWARD BY CITY COMMISSION – ESTIMATED | TO BE DETERMINED |
| PROJECT START DATE – ESTIMATED | TO BE DETERMINED |

II. ADDITIONAL BACKGROUND INFORMATION

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 35,000. The City's fiscal year begins October 1st and ends September 30th.

III. QUESTIONS REGARDING RFP:

For information pertaining to this Request for Proposals (RFP), contact Procurement Department (954) 457-1333. Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

IV. SUBMISSION OF PROPOSALS

The following format must be followed by firms submitting responses to the RFP.

The outline for items # 1 through # 14 below must be followed.

1. Title Page

Provide the RFP # and title, the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

2. Table of Contents

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

3. Transmittal Letter

A letter of transmittal, signed by an authorized officer of your company, briefly stating the proposer's understanding of the services to be performed, the commitment to perform the services within the time period, a statement why the firm believes to be best qualified to perform the services and a statement that the proposal is a firm and irrevocable offer until such time as City Commission awards a contract as a result of this RFP.

Provide the names of the person who will be authorized to make representation for the Proposer, their titles, addresses and telephone numbers.

4. General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to perform the services for the City in conformity with the requirements of the specifications in the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation.

The proposal should address all points outlined in the specifications of this RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP.

While additional data may be presented, the information requested in items 1 through 14, must be included. Items 1-14 represent the criteria against which proposals will be evaluated.

5. Professional Licenses and Certifications

An affirmative statement and submission of evidence must be included with the firm's response indicating that firm and all assigned key professional staff possess all licenses and certifications required to undertake and complete the project.

6. Bank's ability to provide the type and quality of services requested

Describe the bank, including its ownership, years in operation, and experience in servicing the government market, treasury management capabilities, client base, and business segment annual revenues. Discuss the bank's Florida operation and the bank's treasury management expertise that resides in Broward County.

An explanation of why the Bank is the best qualified to perform the services as outlined in the RFP.

Describe how the bank will meet the requirements in the RFP. What differentiates your bank from your competitors.

Describe the bank's past experience with integrating with the Tyler Munis system in the following ways:

- 1) Electronic processing of Positive Pay files
- 2) Electronic processing of check reconciliation files
- 3) Direct export and import and e-payables files
- 4) Integration with the bank's P-Card card system, including automated imports and exports between the bank and the Tyler Munis sytem.

Demonstrate qualifications, including an item by item disclosure outlining how the firm meets or exceeds the requirements of the RFP.

Discuss your firm's approach to implementing service during the bank conversion process. Who will lead and coordinate the bank's efforts.

Clarity, simplicity and understandability of bank statements.

Provide a listing of branches, emphasizing those located within the corporate limits of the City.

Provide a listing of other local governments' accounts serviced by the bank indicating contact person(s) at the governmental unit.

Provide an overview of the bank's involvement in community service projects.

Any other information the bank believes relevant to the selection of a depository bank.

List and describe all legal claims against any person or firm that is a member of the team alleging error and/or omissions, or any breach in professional ethics, including those settled out of court, during the past five (5) years. If not applicable, please so state.

7. Government experience

Prior experience in providing banking services to governments, including organizational structure available to service the City.

8. Team's Experience-Project Manager's Experience

Experience and expertise of Bank's designated representative.

The City requires a designated account executive that has the authority to make timely decisions in the normal course of business. Provide resumes for all key account executives designated to service the account.

9. Past Performance (References)

Each firm must provide the following information for the references provided and ensure that the contact information provided is up to date and accessible.

- a. Name of firm-company for which services were/or are being provided.
- b. Name of Reference (Project Manager) charged with managing the account.
- c. Type of account and services provided. Year services were started and, if applicable, ended.
- d. Rebates offered by its use of P-cards and/or e-payables.
- e. Phone # for Reference (Project Manager). Updated email address for Project Manager.

The references provided will be sent, via email, a Reference Form. Please make sure that the references your firm provides are aware they will be receiving a Reference Form from the City of Hallandale Beach to complete by a deadline date.

10. Ease and timing of electronic banking services

Describe methods available for customer initiation of ACH transactions and the bank's cut-off times. What type of acknowledgement is received. May future dated transactions be warehoused.

Bank shall furnish its availability schedule for deposited items: cash, on-us checks, in-state checks, out-of-state checks, wire transfers.

What methods are available for initiating, approving and releasing domestic wire transfers (e.g. PC, fax, touch tone phone, voice). What are cut off times to ensure same day execution.

What is the cut off time for incoming domestic wire transfer to receive same day credit.

What controls or security measures (e.g. encryption/authentication) does the bank employ to prevent unauthorized transactions and wire transfer fraud.

11. Financial Resources

Each Proposer shall provide a financial summary statement in writing, signed by a duly authorized representative, stating the present financial condition of the Proposer, and disclosing information as to Proposer's involvement in any prior or current bankruptcy proceedings.

In the last three years, has the bank been subject of any regulatory agency enforcement actions. If so please discuss.

12. Cost

All aggregate costs of banking services as provided in the Cost Sheets.

Include one-time charges, as well as, on-going charges.

A schedule of fees for each of the services is to be included, subject to final negotiation as part of the Agreement which is to be entered into between the City and the successful proposer.

Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed three and onehalf percent (3.5%) per year or, whichever is less, the latest yearly percentage increase in the Consumer Price Index for "All Urban Consumers for Miami\Fort Lauderdale, Florida" as published by the U.S. Department of Labor Statistics or its successor agency for the twelve (12) months ending July of each year to be effective for the next contract period.

Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

13. Local City of Hallandale Beach Vendor

In order for applicability of Local City of Hallandale Beach Vendor preference, the firm must submit the requirement the firm desires be applicable for their submittal clearly labeled "Local City of Hallandale Beach Vendor Preference", Exhibit C. The submittal must include:

- a) The Tier applicability being required.
- b) The name of the company that meets the Tier applicability.
- c) Copy of the forms required to apply for the specific Tier preference.

d) The percentage (%) of the total project cost which will be provided and performed by the Local Vendor whose name is provided for letter b above.

Exact type of service, or direct labor or a bona fide service that Local Vendor will provide to the project.

14. Community Benefit Plan

The City of Hallandale Beach is committed to ensuring that all projects in the City provide a form of tangible benefit to the community. Accordingly, proposers must demonstrate and provide a proposed Community Benefit Plan which has identifiable and observable community benefits for the community surrounding the Project and the City of Hallandale Beach. The Community Benefit Plan benefits should include the approach the selected vendor will take to ensure a partnership between the City and vendor to provide activities that will benefit the Community such as Philanthropic participation in City-sponsored, Community-based organizations and/or programs, such as the Police Athletic League(PAL), City's Food Pantry, Future Foundation and City's local transit Program (Minibus). Other eligible activities include, community outreach, mentoring, training or apprenticeships, or any other types of identifiable ancillary benefits for the community.

Proposers must provide the Community Benefit Plan for this project as Exhibit B.

* The City reserves the right to award higher points than stated below and such would be provided in the solicitation evaluation criteria.

END OF SECTION

TOTAL COST PROPOSAL:

| City of Hallandale Beach Banking Services Monthly Averages | | | | |
|---|-------------------|--------------|-------------------|-----------------|
| Service Provided | Ave Volume | Price | Total Cost | Comments |
| Cleared AP checks | 850 | | | |
| Check Images (Front and Back) Hard Copy | 850 | | | |
| Check Images (Front and Back) On Line | 850 | | | |
| Positive pay files | 5 | | | |
| Cash and batched check deposits | 50 | | | |
| Coin deposits | 8 | | | |
| Checks deposited pre-encoded items | 3500 | | | |
| Deposited items charge backs (NSF) | 12 | | | |
| ACH deposited items charge backs | 5 | | | |
| Outgoing Wires | 32 | | | |
| Incoming Wires | 45 | | | |
| ACH Bank draft customer payments | 225 | | | |
| ACH Bank draft batches | 8 | | | |
| Transfers between 0 balance accounts | 35 | | | |
| Stop payments | 10 | | | |
| Credit card batched payments | 100 | | | |
| EMS lockbox payments | 250 | | | |
| EMS lockbox document images | 250 | | | |
| Lockboxes maintenance fees | | | | |
| Online banking | | | | |
| Hard copy statements | | | | |
| Epayables * | 40 | | | |
| PCards** | | | | |
| Additional Fees: | | | | |
| TOTAL BANKING SERVICES COST | | | \$ | |

*The City is currently using epayables to pay certain vendors. The City will be requiring all vendors that do business with the City to use the epayable program. **The City does not currently have Pcards. As a result of the new computer system the City will be implementing a PCard Program. Please indicate rebates the bank will confer the City for use of these type of electronic payments.

I, _____, _____
Name of authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature Print Name

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF
_____, 20__ BY _____

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(type of ID)

Signature of Notary Commission expires

Print Name of Notary Public

Seal:

V. PROPOSAL EVALUATIONS:

1. **Criteria.** Proposal packages will be evaluated as stated below.

Only Firms that meet the Minimum Qualification Requirements will be evaluated.

The recommendation(s) for award shall be made to the City Commission, by the City Manager, to the responsible Proposer(s) whose proposal is determined to be the most advantageous to City.

| NUMBER | CRITERIA LISTED | POTENTIAL POINTS |
|--------|--|-----------------------|
| 1. | Bank's ability to provide the type and quality of services requested | 25 |
| 2. | Prior experience in providing banking services to governments | 10 |
| 3. | Team's Experience – Project Manager's Experience | 5 |
| 4. | Past Performance (References) | 10 |
| 5. | Ease and timing of electronic banking services | 15 |
| 6. | Financial Resources | 15 |
| 7. | Cost | 10 |
| 8. | Local City of Hallandale Beach Vendor Preference* | (2.5-10) |
| | | |
| | TOTAL POINTS ** | 100 |
| Bonus | Community Benefit Plan *** | (2.5-10) Bonus Points |

*Depending on tier level of the Local City of Hallandale Beach Vendor Preference the points may be 2.5, 5 or 10. **If your firm is utilizing this preference your firm must clearly state which Tier it is applying to the RFP and to which company and it must be clearly provided with the response labeled as Exhibit C.**

**Total points may be less than 100 points depending on the applicable Tier criteria for the Local City of Hallandale Beach Vendor Preference.

*** Points awarded towards a Community Benefit Plan presented by the Proposer will be considered Bonus Points.

The criteria stated above will be utilized to rank proposer(s).

Oral interviews may be scheduled with the firm(s) as requested by the Evaluation Committee. The oral presentations are exempted from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

The City will evaluate proposals and may conduct discussions with, and may require presentations by firms.

Oral presentations may be required from the responsive proposers by the Evaluation Committee to provide an oral presentation in support of what has been provided in the proposals by each firm or to exhibit or otherwise demonstrate the information contained therein for clarification purposes. No new information or material not already provided in the firm's proposal is to be presented during oral presentations.

Evaluation of Cost Proposal

The Cost Proposal will be evaluated in the following manner:

The response with the lowest total Cost Proposal will be given the full potential cost points. Every other response will be given points proportionally in relation to the lowest cost.

The points will be calculated by dividing the lowest cost submitted by the total cost for the Cost Proposal being evaluated. The result will be multiplied by the maximum cost points to arrive as a cost score of less than the full score for cost. Example: Lowest Cost Proposed gets Total Points = 25 points

Lowest Cost submitted is \$100,000 and the Proposer's Proposed Cost being evaluated is \$150,000 = So $\$100,000 / \$150,000 = .70$

$.70 * \text{total \# of points for cost criteria which is } 25 = .70 * 25 = 17.50$ which would be the total # of points this Proposer's cost would receive.

City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, the City of Hallandale Beach reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

The City will evaluate proposals and may conduct discussions with, and may require presentations by firms.

Oral presentations may be required from the responsive proposers by the Evaluation Committee to provide an oral presentation in support of what has been provided in the proposals by each firm or to exhibit or otherwise demonstrate the information contained therein for clarification purposes. No new information or material not already provided in the firm's proposal is to be presented during oral presentations.

END OF SECTION

VI. SUBMISSION AND RECEIPT OF PROPOSALS

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, firms **MUST** use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
3. Proposals having any erasure or corrections **MUST** be initialed by the Proposer in INK. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.

VII. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach by all prospective Proposers. The City of Hallandale Beach reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the City of Hallandale Beach.

- 1. COMMUNITY BENEFIT PLAN** The City of Hallandale Beach is committed to ensuring that all projects in the City provide a form of tangible benefit to the community. Accordingly, proposers must demonstrate and provide a proposed Community Benefit Plan which has identifiable and observable community benefits for the community surrounding the Project and the City of Hallandale Beach. The Community Benefit Plan benefits should include the approach the selected vendor will take to ensure a partnership between the City and vendor to provide activities that will benefit the Community such as Philanthropic participation in City-sponsored, Community-based organizations and/or programs, such as the Police Athletic League(PAL), City's Food Pantry, Future Foundation and City's local transit Program (Minibus). Other eligible activities include, community outreach, mentoring, training or apprenticeships, or any other types of identifiable ancillary benefits for the community. Proposers must provide the Community Benefit Plan for this project as Exhibit B.

* The City reserves the right to award higher points than stated below and such would be provided in the solicitation evaluation criteria.

2. LOCAL CITY OF HALLANDALE BEACH VENDOR

Applicability of the Local City of Hallandale Beach Business Preference is in accordance with Ordinance 2013-003. **If your firm is utilizing this preference your firm must clearly state which Tier it is applying to the RFP and it must be clearly provided with the response labeled as Exhibit C.**

A Tier 1 "local City of Hallandale Beach vendor" shall mean a resident which has a valid homestead from Broward County Property Appraiser's in the City's limits and the resident owns a business within the City limits with a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased.

The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date. The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation.

Proof of the homestead must be submitted with the response to the solicitation. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date.

A Tier 2 "local City of Hallandale vendor" shall mean a business within the City limits that has a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased. The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date, The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation.

A Tier 3 "local City of Hallandale vendor" shall mean a resident which has a valid homestead from Broward County Property Appraiser's in the City's limits at least one (1) year prior to the bid or proposal due date. Proof of homestead must be submitted with the response to the solicitation. Additionally, the resident owns a business outside of the City limits. The valid business tax license shall have been issued at least one (1) year prior to the bid or proposal due date. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of the business tax license must be submitted with response to the solicitation.

When evaluation points are used to evaluate through a solicitation, and when a non-local business is the highest ranked proposer, and the ranking of a local firm is within 10% of the total 100 ranking points, then the City may elect to negotiate with the local firm first.

Process to apply the Local Vendor Preference to Competitive proposal.

For contract awards based upon evaluation criteria pursuant to a point system, there shall be a local participation criterion to be included in the total 100 points to be awarded. The points shall be awarded as follows:

Tier 1 Local Vendor Preference: If 100% through 50% of the Project Work submitted as a response to a solicitation, which equals to 100% through 50% of the project cost, will be provided and performed by a Tier 1 Local Vendor then the firm will receive, through the evaluation process, a total of ten (10) points.

Tier 2 Local Vendor Preference: If 49% through 20% of the Project Work submitted as a response to a solicitation, which equals to 49% to 20% of the project cost, will be provided and performed by a Tier 2 Local Vendor then the firm will receive, through the evaluation process, a total of five (5) points.

Tier 3 Local Vendor Preference: If 19% through less than 5% of the Project Work submitted as a response to a solicitation, which equals to 19% to less than 5% of the project cost, will be provided and performed by a Tier 3 Local Vendor then the firm will receive, through the evaluation process, a total of two and half (2.5) points.

| | Total project dollar cost (\$) performed | Total Points awarded |
|---------------------|---|-----------------------------|
| Tier 1 Local Vendor | 100 % to 50% | 10 |
| Tier 2 Local Vendor | 49% to 20% | 5 |
| Tier 3 Local Vendor | 19% to less than 5% | 2.5 |

The percentage of Tier 1, Tier 2 or Tier 3 local vendor participation will be calculated by the proposer's cost and/or expenditure's provided and performed by a local Tier 1, Tier 2 or Tier 3 local vendor subcontractor for providing direct labor or a bona fide service, the total cost of the project dollar submitted and identified in the proposal.

A proposer may count towards its local vendor preference for Tier 1, Tier 2 and Tier 3, the fee or commissions charged for providing direct labor or a bona fide service, such as professional, technical consultant or managerial services.

Exemptions to Tier 1, Tier 2 and Tier 3.

The City will not count toward a proposer Tier 1, Tier 2 or Tier 3 local vendor participation any portion or portions of the local vendor subcontractor's work that is subcontracted back to as follows:

- (a) The proposer, either directly, or through any other company or firm owned or controlled by the proposer.
- (b) Any nonlocal business.

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- (c) A Tier 1, Tier 2 or Tier 3 local vendor shall not be permitted to subcontract all or a majority of the sub contractual portion of the work to another nonlocal business. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall be prohibited from engaging in a sub contractual agreement with the intent of collecting a broker's fee or commission. A Tier 1, Tier 2 or Tier 3 local vendor subcontractor shall also be prohibited from entering into a sub contractual agreement with a firm whose employees perform none of the direct labor or service activities specified in the contract.
 - (d) Participation by a Tier 1, Tier 2 or Tier 3 local business shall not be considered and the Tier 1, Tier 2 or Tier 3 local vendor shall be disqualified if the owner of the Tier 1, Tier 2 or Tier 3 enters into an agreement with a nonlocal business with the intent of securing employment with that nonlocal business during the course of performing a City contract.

3. DOMESTIC PARTNER BENEFITS REQUIREMENT

A requirement for City of Hallandale Beach Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with the City of Hallandale Beach, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses. All firms must complete and provide with their response the Domestic Partnership Certification Form.

Equal Benefits Requirements

As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Contracts

Every Contract, unless otherwise exempt as per the section below, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.

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- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

Exception and waiver

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:
 1. Where only one (1) solicitation response is received.
 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

4. TAX SAVINGS DIRECT PURCHASES (TSDP)

The City of Hallandale Beach is recognized by the State of Florida as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes on the purchase of tangible personal property if certain criteria are met. The City may realize savings of sales tax on selected material and equipment needed for use in public works contracts. Public works contracts are projects for public use or enjoyment, financed and owned by the City, in which private firms install tangible property that becomes part of a City facility. See Rule 12A-1.094 and Section 212.08(6) Florida Statutes. The City will implement the TSDP for projects of \$1 million or above and apply it if applicable to this project.

5. CONE OF SILENCE:

- (a) *Purpose.* A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), Requests For Letters of Interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand (\$50,000) dollars, unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
- (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the City's staff including, but not limited to, the City Manager and her staff;
 - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;
 - (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and commissioners and their respective staff.
- (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:
- (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - (2) Duly noticed pre-bid/proposal conferences and site inspections;
 - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City Manager presents her written recommendation to the city commission;
 - (4) Emergency procurements;
 - (5) Communications with the City Attorney;
 - (6) Sole source procurements;
 - (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-7
 - (8) Bid waivers;

-
- (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
 - (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
 - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
 - (12) Contract negotiations that occur after an award; and
 - (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the City Manager and her staff, and the mayor and city commission and their staff.
- (d) Procedure.
- (1) Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager or her designee shall issue a notice thereof to the affected department, the city clerk, mayor and city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
 - (2) Termination; city commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the city commission defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the city commission for further deliberation. In the event the city commission decides to reject all bids, then the cone of silence shall be lifted.
 - (3) City Manager awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the city manager; provided, however, that if the city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.
- (e) Penalties. Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred (\$500.00) dollar fine per violation and debarment.

6. LOBBYIST REGISTRATION:

Registration. Every lobbyist shall file the registration with the City Clerk's Office on the form provided by the City. Under no circumstances shall a lobbyist working for the City and lobby the City Commission.

Annual registration. Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on City matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's Office. A fee of \$50.00 shall be paid to the City for annual lobbyist registration.

7. SCRUTINIZED COMPANIES:

The City, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

8. PROPOSAL ACCEPTANCE PERIOD:

Proposer warrants by virtue of submitting a proposal that costs, terms and conditions quoted in the Proposal will remain firm for acceptance by City Commission until such time as the City Commission approves award of contract.

9. PUBLIC RECORDS:

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

10. ADDENDA AND MODIFICATIONS:

All addenda and other modifications to the documents or this RFP made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document. The City shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage <http://fl-hallandalebeach.civicplus.com/index.aspx?nid=417>.

Firms are solely responsible to check the website or contact the Procurement Department prior to the Proposal submittal deadline to ensure addenda has not been released. All Proposals shall be construed as though all addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

11. PERFORMANCE:

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products and services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

12. DELIVERY:

Time is of the essence. City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made at the time specified on the proposal form.

13. DEFAULT PROVISION:

In case of default by the successful firm the City may procure the products or services from other sources and hold the firm responsible for any excess cost occasioned or incurred thereby.

14. COPYRIGHTS AND/OR PATENT RIGHTS:

Proposer warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the Proposer agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

15. TAXES:

The City is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015922477C-2; United States Treasury Department. Exemption Certificates provided on request.

16. FAILURE TO SUBMIT PROPOSAL:

If your firm does not submit a proposal, PLEASE return the form, "**UNABLE TO SUBMIT A PROPOSAL**", stating thereon and request that your name be retained on the City mailing list, otherwise, your firm's name will be removed from the City's bid mailing list.

17. SIGNED PROPOSAL CONSIDERED AN OFFER:

The signed Proposal shall be considered an offer on the part of the Proposer or firm, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful Proposer or firm, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

18. LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Proposers are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of proposal award, the Proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The Proposer shall be liable for any damage or loss to the City occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of a contract as a result of the proposal.

19. RESERVATION FOR REJECTION AND AWARD:

The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The City also reserves the right to award the contract on such material the City deems will best serve its interests.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. **The City reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the City.**

20. OMISSION OF INFORMATION:

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the Proposer from responsibility.

21. SAMPLE FORM CONTRACT:

The City's Form Contract is attached as part of this solicitation. Submission of an RFP response without identifying variances expressly acknowledges and formally evidences acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Proposer.

22. INSPECTION OF FACILITIES / SITE VISIT:

Proposers wishing to inspect facilities where services are to be rendered must make an appointment by calling the City's Project Manager and/or designee.

23. PROPOSER'S COSTS:

The City shall not be liable for any costs incurred by proposers in response to the RFP.

24. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

25. PROTEST PROCEDURES:

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of Procurement. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed fifty thousand (\$50,000.00) dollars, are not subject to protests.

- (1) Time for Protest
The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of Procurement must be made no later than ten (10) calendar days of approval of Notice of Award.
- (2) Form and Content of Protest
The protest shall be filed in writing with the Director of Procurement and shall state the contested information about the RFP, RFQ or Bid.

The Procurement Director will provide a copy of the written protest to the City Attorney and/or City Attorney and other appropriate City staff.

(3) Protest Filing Fee

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one (1%) percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than five thousand (\$5,000.00) dollars. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of Procurement, the filing fee shall be refunded to the protestor less any costs assessed under section 4. "Costs" below.

(4) Costs

All costs accrued from a protest shall be assumed by the protestor.

(5) Authority to resolve protests

The Procurement Director shall have the authority, subject to the approval of the City Manager/Executive Director and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

(6) Special Magistrate

In the event the protest is not resolved by the Procurement Director, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Procurement Director's finding are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

27. QUALIFICATIONS OF PROPOSER: Proposals shall be considered only from firms normally engaged in performing the type of work specified within the RFP Project Document. The firm proposing must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. In determining a Proposer's responsibility and ability to perform the contract, the City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The City has the right to conduct further investigation of the firm's responsibility. The unreasonable failure of Proposer or firm to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for determination of non-responsibility with respect to such Proposer or firm.

FORMS

**ALL FIRMS' MUST COMPLETE, SIGN AND RETURN ALL
FORMS WITH THE FIRM'S SUBMITTAL.**

UNABLE TO SUBMIT A RESPONSE? We sincerely hope this is not the case.
If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return:

WE _____ HAVE RECEIVED THE RFP
(COMPANY NAME)

WE ARE UNABLE TO RESPOND TO THE RFP AT THIS TIME DUE TO THE FOLLOWING REASONS:

| |
|--|
| |
| |
| |
| |

COMPLETE INFORMATION BELOW:

| | |
|-----------------------------|-----------|
| SIGNATURE: | |
| TITLE: | |
| STREET ADDRESS: (OR) | |
| P.O. BOX: | |
| CITY: | |
| STATE: | ZIP CODE: |
| TELEPHONE/AREA CODE: () | |
| EMAIL ADDRESS: | |

| |
|--|
| RETURN THIS UNABLE TO SUBMIT FORM ONLY TO: |
| CITY OF HALLANDALE BEACH |
| PROCUREMENT DEPARTMENT |
| 400 SOUTH FEDERAL HIGHWAY, ROOM 242 |
| HALLANDALE BEACH, FL 33009 |
| TITLED: RFP # FY 2013-2014-004 BANKING SERVICES |

THIS PROPOSAL SUBMITTED BY:

| |
|-----------------------|
| COMPANY: |
| ADDRESS: |
| CITY & STATE: |
| ZIP CODE: |
| TELEPHONE: |
| DATE OF RFP: |
| FACSIMILE NUMBER: |
| E-MAIL ADDRESS: |
| FEDERAL ID NUMBER: |
| NAME & TITLE PRINTED: |
| SIGNED BY: |

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.

PUBLIC ENTITY CRIME FORM

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),
FLORIDA STATUTES,
PUBLIC ENTITY CRIME INFORMATION**

“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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.”

By: _____

Title: _____

Signed and Sealed _____ day of _____, 2013

Domestic Partnership Certification Form

This form must be completed and submitted with your firm's submittal.

Equal Benefits Requirements As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

Check only one box below:

- 1. The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- 2. The firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption: **(Check only one box below):**
 - The firm's price for the contract term awarded is \$50,000 or less.
 - The firm employs less than five (5) employees.
 - The firm does not provide benefits to employees' spouses nor spouse's dependents.
 - The firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
 - The firm is a government entity.
 - The contract is for the sale or lease of property.
 - The covered contract is necessary to respond to an emergency.
 - The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, _____, _____
Name of authorized Officer per Sunbiz Title

of _____
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature Print Name

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF
_____, 20__ BY _____

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(type of ID)

Signature of Notary Commission expires

Print Name of Notary Public

Seal Below:

CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the City Commission or Board of Directors prior to entering into a contract with the City.

1. Name of firm submitting a response to this RFP.

2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency, if none so state.

3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/firm has affiliation or business relationship, if none so state.

4. Describe any other affiliation or business relationship that might cause a conflict of interest, if none so state.

Continued
CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

5.

Signature of person/firm that might have conflict of interest with
City of Hallandale Beach or Hallandale Beach Community
Redevelopment Agency

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

| | |
|-------|---------------------|
| DATE: | BIDDER'S SIGNATURE: |
|-------|---------------------|

BANKING SERVICE AGREEMENT

THIS Agreement for Banking Services (“Agreement”) is made and entered into this on this _____ day of _____, 20____, between City of Hallandale Beach, a political subdivision of the State of Florida, hereinafter referred to as (“City”) and _____, a bank organized under the laws of the United States with its principal office in Florida located in _____, hereinafter referred to as (“_____”).

WHEREAS, _____, is engaged in the provision of professional banking services throughout the State of Florida and desires to provide banking services to City; and

WHEREAS, the City requires the services of a bank with a wide variety of banking services to facilitate its operations, and the City finds that the retention of a professional, high quality, experienced bank serves the public interest; and

WHEREAS, the City wishes to maintain a banking relationship with _____.

NOW THEREFORE, in consideration of the mutual covenants and promises by and between the parties hereafter set forth, it is agreed:

1. _____ shall provide a depository of funds for the City in accordance with all State, Federal and local requirements applicable to the provision of banking services to a public entity, including the requirement to collateralize deposits.
2. _____, shall provide banking services to the City, including but not limited to:
 - a. ACH Services
 - b. Wire Transfers
 - c. Merchant Card Services(add any other services specifically listed in the RFP)
3. Additional services may be added during the term of this Agreement if the City determines that additional services are necessary. These services will be provided at a negotiated price as agreed upon by the parties and set forth in Exhibit A.

-
4. The parties agree that they will annually review the current unit price utilized by _____.
5. The term of this Agreement shall be for three years beginning _____ and expiring on _____. This Agreement may be renewed for an additional one year term upon agreement of the parties.
6. This Agreement may be terminated by either party by giving ninety (90) days notice to the other party. Notice shall be deemed effectively given by either of the three following methods (i) upon personal delivery to the other party; (ii) when sent by electronic facsimile during normal business hours, if not then on the next business day; (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices shall be sent to the party to be notified at the address set forth below:

As to the City: City Manager
City of Hallandale Beach, Florida
400 S. Federal Highway
Hallandale Beach, Florida 33009
Telephone (954) 457-1300
Facsimile (954) 457-1454

With copy to: City Attorney
City of Hallandale Beach, Florida
400 S. Federal Highway
Hallandale Beach, Florida 33009
Telephone (954) 457-1325
Facsimile (954) 457-1660

As to

7. Notwithstanding any provision to the contrary in any _____ ancillary agreements, this entire Agreement between the parties embodied in the contract documents shall be governed and construed according to the laws of the State of Florida. The venue for any litigation as a result of this Agreement shall be in the Seventeenth Judicial Circuit of the Circuit Courts in and for Broward County, Florida. In any legal proceeding the prevailing party shall be entitled to reasonable attorney fees and court costs, in addition to any other remedy deemed appropriate by the Court.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

CITY OF HALLANDALE BEACH

Renee C. Miller
City Manager

ATTEST:

Sheena D. James, CMC
City Clerk

APPROVED AS TO LEGAL SUFFICIENCY AND FORM:

V. Lynn Whitfield
City Attorney

President/Authorized Signature