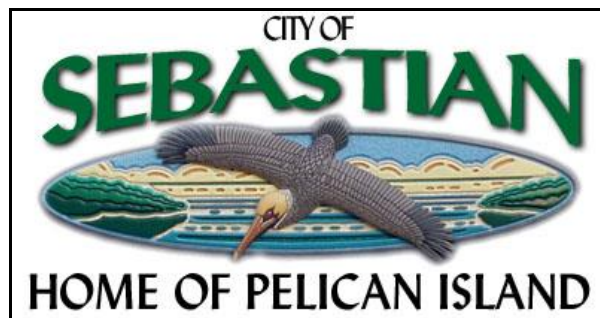


REQUEST FOR PROPOSAL

RFP #19-07

BANKING SERVICES



**City of Sebastian
1225 Main Street
Sebastian, FL 32958**

ADMINISTRATIVE SERVICES DEPARTMENT

REQUEST FOR PROPOSAL

The City of Sebastian is requesting sealed proposals from eligible and qualified financial institutions to provide banking services. The purpose of this RFP is to identify the institution that can offer the highest quality of services with the best financial advantage to the City.

Sealed proposals, including one (1) original, three (3) copies and an electronic copy, marked with the Proposer's name and address, RFP number and title with Bid Opening date and time (lower left corner of envelope) will be accepted until **2:00 PM EST, Friday, August 23, 2019**.

All sealed proposals must be delivered or mailed to:

City of Sebastian
ATTN: Procurement
1225 Main Street
Sebastian, Florida 32958

RFP documents may be obtained from the City's website (www.cityofsebastian.org) or DemandStar (www.demandstar.com).

A ***mandatory*** pre-bid conference will be held on **Wednesday, July 31, 2019 at 11:00 AM EST** in the City of Sebastian Council Chambers at City Hall located at 1225 Main Street, Sebastian, Florida 32958. All prospective Proposers are required to attend this conference in order to be considered for award. Questions concerning the RFP requirements may be addressed at this time.

Questions concerning this RFP should be emailed to the Procurement/Contracts Manager at afraser@cityofsebastian.org no later than **Thursday, August 8, 2019 at 5:00 PM EST**. All communication regarding this RFP shall be directed to the same point of contact. Contact by a Proposer (or anyone representing a Proposer) regarding this RFP with the City Council or a City employee/representative other than the point of contact listed above, is grounds for disqualification.

Proposals duly submitted will be publicly opened and announced at the Bid Opening date and time specified above. The City reserves the right to reject any and all proposals, or to accept any proposal or portion thereof deemed to be in the best interest of the City, and to waive any non-substantial irregularities. Late Bids will not be opened. Bidders have the option of picking up or paying for the mailed return of the unopened Bid. If this option is not exercised within five (5) days of the Bid Opening, the late unopened Bid will be disposed.

By: Ann-Marie Fraser, CPPB, MBA
Procurement/Contracts Manager

Publish Dates: 7/22/2019

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AT – A - GLANCE

EVENT	DATE	TIME
RELEASE DATE:	MONDAY, JULY 22, 2019	-
MANDATORY PRE-BID CONFERENCE:	WEDNESDAY, JULY 31, 2019	11:00 AM EST
QUESTIONS DUE DATE/TIME:	THURSDAY, AUGUST 8, 2019	5:00 PM EST
ITB DUE DATE/TIME:	FRIDAY, AUGUST 23, 2019	2:00 PM EST
POINT OF CONTACT:	Ann-Marie Fraser, CPPB, MBA Procurement/Contracts Manager Phone: (772) 388 – 8231 Email: afraser@cityofsebastian.org	
BID DELIVERY & BID OPENING LOCATION:	City of Sebastian City Hall 1225 Main Street Sebastian, Florida 32958	

***Dates in this schedule occurring after the release date may be amended by the City. It is the Proposer’s responsibility to check for addenda amending any changes to this RFP.**

SECTION 1 – GENERAL INFORMATION

1.1 **SCOPE OF SERVICES**

The City of Sebastian is requesting sealed proposals from eligible and qualified financial institutions to provide banking services. The City will only accept Proposals from institutions that are qualified public depositories as defined by Chapter 280, Florida Statutes. The purpose of this RFP is to identify the institution that can offer the highest quality of services with the best financial advantage to the City. The following items are service levels the City currently has and should be included in the Proposal (see **Exhibit A** for item details):

- A. Web-based Banking
- B. Monthly Statements
- C. Account Analysis
- D. Cost of Supplies
- E. Cost for Conversion and Training
- F. Rate on Deposits and Charges for Services
- G. Information and Research Request
- H. Bank Error Corrections
- I. Overdrawn Balances
- J. Deposits and NSF Checks
- K. Coins and Currency
- L. Federal Income Tax and FICA
- M. Employee Check Cashing
- N. Disaster Recovery Plan
- O. Procurement Cards (ALTERNATIVE OPTION)

1.2 **DEFINITIONS**

Request for Proposal: this Solicitation document, including any and all addenda.

Proposal: submission in response to this Invitation to Bid.

Proposer: person or firm submitting a Bid in response to this Invitation to Bid, “pre-award”.

Contractor: selected Proposer that is awarded a contract to provide the goods or services to the City, “post-award”.

City: refers to the City of Sebastian.

Contract or Agreement: Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the awarded Proposer.

Responsible Proposer: Proposer that has the integrity, reliability and capability in all respects to perform in full the contract requirement as stated in the RFP.

Responsive Proposer: Proposer who’s Proposal fully conforms in all material respects to the RFP and its entire requirement, including form and substance.

1.3 **PRE-BID CONFERENCE**

A **mandatory** pre-bid conference is to provide potential proposers the opportunity to ask questions and receive clarification regarding this RFP.

Date: Wednesday, July 31, 2019

Time: 11:00 AM

Location: City of Sebastian Council Chambers @ City Hall
1225 Main Street
Sebastian, Florida 32958

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at the pre-bid conference or bid opening should contact the City of Sebastian at 772-388-8231, at least five (5) days prior to the event to advise of his/her special requirements.

1.4 BACKGROUND

Banking services are currently being carried out by a local bank and will expire on September 14, 2019. A new Agreement is needed to maintain continuity of services, which will result in this RFP award. Cash is currently transported to a local branch by City appointed individuals, 5 times a week (Mon-Fri). Please see **Exhibit B** for average daily and weekly deposit amounts and **Exhibit C-E** for 3 months statements (operational and payroll) & account analysis from the bank currently providing services.

1.5 INITIAL CONTRACT TERM AND RENEWALS

The City intends for the initial contract term to be for a period of three (3) years. Contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the contract for two (2) additional, two (2) year terms. Proposed changes to the terms, conditions and specifications herein, should be communicated to the City ninety (90) days prior to contract extension. The intent to extend the contract will be by written notification to the Bank by the Procurement/Contracts Manager sixty (60) days prior to the contract expiration. Consideration of extension is dependent upon satisfactory performance by Bank.

END OF SECTION

SECTION 2 – PROPOSAL REQUIREMENTS

2.1 **TABLE OF CONTENTS**

Include a clear identification of the material and information included in the proposal with corresponding page numbers.

2.2 **FIRM OVERVIEW**

Proposer shall provide an overview of the company.

- a) A brief summary of the firm, identifying size and scope, along with years of experience in providing banking services to public entities and the type of banking services provided. Any significant awards or accomplishments may be acknowledged.
- b) A description of customer service philosophy.
- c) Identify the qualifications of the specific individual(s) to be assigned to the project. Include names, certifications, contact information and services intended to be provided to the City.
- d) A summary of the institutions financial resources (including Audited Financial Statements for the past two (2) years).
- e) Current rating from Standard & Poor's, Moody's and other rating services. Include rating for bank financial strength, bank deposits and issuer rating.

2.3 **ELIGIBILITY**

The Proposer must be in compliance with Chapter 280.17, Florida Statutes. Evidence of meeting the above qualifications is required in the Proposal.

- a) Be designated by the Chief Financial Officer of the State of Florida as a Qualified Public Depository;
- b) Maintain the designation of Qualified Public Depository in good standing throughout the Contract Term resulting from this RFP. Evidence of the Qualified Public Depository designation should be submitted annually; and
- c) Maintain its home office or a full-service branch within the City.

The Proposer must be a member of the Federal Reserve System and a member of the FDIC.

In addition, include a copy of the most recent Qualified Public Depository Monthly and Annual Report provided to the State of Florida Department of Financial Services. A copy of your most recent Quarterly Consolidated Reports of Condition and Income, with any amended reports, required by the Federal Deposit Insurance Act.

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2.4 BUSINESS APPROACH

Define what options and the services the Proposer is proposing to the City that will best satisfy the needs and meet the criteria specified in the Scope of Services. State your project management plan, firm's interpretation of scope, and method of approach.

- a) Give a brief description of your plan to ensure the City's funds are secure and safe.
- b) Define personnel, consultants, and resources, available to meet the City's requirements.
- c) Provide a projected implementation and transition schedule for services.
- d) Clearly state the hardware and software requirement necessary to fully utilize any proposed service.
- e) Explain the bank's methodology used in setting rates paid on interest-bearing accounts and state the rates paid on interest-bearing accounts at the close of the most recent quarter. The Proposal should also state whether the rates are applied to ledger balances or to collected balances and whether the rates are based on a market rate such as T-bill discount or yield rate. Provide an example of this methodology.
- f) Include a copy of the bank's standard transfer procedures and wire transfer agreement. Wire transfer requests are required to be made accessible online. The Proposal should provide information detailing the procedures for same. The Proposal should state whether the bank will guarantee immediate credit on all incoming wire transfers and on all checks drawn on the United States government or an agency of same.

2.5 References

A minimum of three (3) public sector client references in which banking services were provided within the last five (5) years, is required to be submitted with the Proposal. Failure to submit a list of public sector client references with valid contact information can result in the proposal being deemed non-responsive and not considered for award.

2.6 Pricing

Provide details on the rates and fees to be charged (See Section 3, Pricing Information). The information provided must be clear, concise, realistic, and attainable.

Prices must be guaranteed for the initial three (3) year term of the contract. In an extended contract period the Contractor has the right to increase service charges. Should the Contractor propose to increase these prices, written communication to the City ninety (90) days prior to contract extension shall be required. Notification should include the amount of the increase, and to the period the increase is effective.

2.7 Forms & Attachments

All Forms required by the RFP shall be fully executed by the Proposer and submitted (See Section 7, Forms).

Attachments should include:

- a) Attachments of all documents the bank will expect the City to execute, should the Contract be awarded to the bank.

2.8 Miscellaneous Information

Include any additional information that will assist the City to properly evaluate the experience and abilities of the Proposer.

Include information on any special services that may be available or extended to City employees if the City executes an Agreement with the Proposer.

2.9 Insurance and Bonding

Certificate of Insurance: A copy of the Certificate of Insurance proving the types of Insurance and coverage is required in the proposal. Once resulting agreement is executed, it is the Contractor's responsibility to ensure that the City has a current Insurance Certificate at all times.

The following insurance should be obtain and maintain, during the term of the Services, and all applicable statutes of limitation periods:

<p>Banker's Blanket Bond OR Professional Liability OR E&O Insurance</p>	<p>for errors, omission or theft on employees:</p> <ul style="list-style-type: none"> • \$1,000,000.00 per each occurrence
<p>General Liability Insurance</p>	<p>an amount not less than:</p> <ul style="list-style-type: none"> • \$3,000,000.00 Combined Single Limit per each occurrence • \$3,000,000.00 aggregate, including personal injury and property damage <p>Shall not exclude or limit Product/Completed Operations, Contractual or Cross Liability</p>
<p>Cyber and Privacy Liability Insurance</p>	<p>an amount not less than:</p> <ul style="list-style-type: none"> • \$3,000,000.00 per claim • \$3,000,000.00 annual aggregate
<p>Worker's Compensation</p>	<p>The Proposer shall submit and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract, in accordance with Florida Statutes 440.</p>
<p><u>Additional Insured:</u> All liability insurance policies shall name and endorse the following as additional insured(s): the City of Sebastian and its City Council members, officers, employees and agents.</p>	

2.10 Alternative Options – EXTRA POINTS

Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be selected if implemented by the City.

The City may decide to change Procurement Card Programs during the term of this contract. Please discuss the Bank's ability to provide this service, including any associated cost. Include discussion of fraud protection features and the ability for the City to upload authorized transactions to the bank for verification (similar to Positive Pay features utilized for checks). Also discuss the processing times related to disbursement of funds for incoming authorized vendor charges. Discuss any rebate/reward programs that are offered based upon transaction volume. Discuss online reporting features.

END OF SECTION

SECTION 3 – PRICING INFORMATION

The Proposer is required to complete the attached electronic Excel file, Appendix A, in order for their proposal to be considered.

The attached pricing list reflects the City's estimated requirements. These services will be required at the start of the contract. If the Proposer wishes to incorporate additional service items, please use blanks provided.

The following are components of pricing that should be considered during preparation of Proposal:

a. Rate Paid on Deposits: Propose the Bank's recommended means for compensating the City, preferably an overnight sweep to an interest bearing account. The rates to be paid on deposits shall be identified. The Bank should clearly describe the basis for the proposed rate(s) and where they can be accessed by the City. Show how calculations will be made, including any deductions for float and reserves.

b. Service Fees: All service charges/fees shall be identified on the Pricing Excel file. In instances where your Bank uses different descriptions for the same service, enter your description of the charge in the adjacent column. Use the blank lines to add descriptions of any additional proposed charges or fees not already listed. Proposed charges or fees shall be binding for the initial contract term those services are provided to the City. They shall be effective irrespective of any other fee or charge indicated on any of the Bank's preprinted forms or service agreements. It is not acceptable to adjust fees or charges based on changes over time to the Bank's cost and "pass-through" such increases. A change in proposed charges or fees at the time of contract extension should be submitted to the City in writing sixty (60) days before the expiration date and will be considered.

c. Costs For Supplies, Conversion and Training: The City desires that the Bank provide all necessary banking supplies and all necessary assistance for conversion and training.

d. Cost For Hardware or Software: The City desires that the Bank provide all additional hardware or software required to fully utilize any service at no charge to the City.

END OF SECTION

SECTION 4 – EVALUATION CRITERIA

- 4.1** The proposed evaluation is an initial process designed to elicit a short list of Proposers. The RFP will be awarded not necessarily to the Proposer with the best Net Return to the City, but rather to the Proposer with the best combination of attributes (i.e., qualifications and experience, prior experience with other government/public entities, financial capacity, technical approach, etc.).
- 4.1.1 Each proposal will first be evaluated for responsiveness by the Procurement/Contracts Manager (i.e. meets the minimum of the published requirements). The City reserves the right to reject any proposals deemed as not minimally responsive. Proposer should provide all information outlined herein to be considered responsive.
- 4.1.2 Then, the Evaluation Committee will independently review and evaluate all responsive Proposals received. Proposals will be evaluated based on the evaluation criteria. This will demonstrate the Proposer understanding and capacity to perform the required services of this RFP. The City may request additional information if deemed necessary for this review. Members may choose not to award any points, should they feel a proposal is undeserving or does not sufficiently address criteria.
- 4.1.3 Evaluation Committee shall convene to discuss their independent reviews. Scores shall be totaled and averaged. Based on the total average score, the firms scored as the top three (3) proposals may be short listed. In the event of a tie, top 4 ranked firms will be short listed.

CRITERIA	POINTS
Proposal Responsiveness All required documents completed and submitted in an organized, clear, concise manner. Easily readable.	20
Eligibility/Qualifications Federal or Florida chartered institution, member of FDIC, Depository Financial Institution, Reputation of Firm, Qualified Public Depository, and ratings from S&P or Moody's, Municipal securities or Banking investigations.	30
Ability to Provide Services Request Able to provide services as requested. Customer Service and Proposed Implementation Plan for transition to awarded Bank.	40
Location Location of Banking Institution's Main Office and/or local branches.	10
References References' response favorable to climate of financial institution providing services. Experience with Public Sector agencies.	20
Net Return Net Return calculated by Interest Rate and entries in the service fees excel file (Proposed Interest Rate - Total Monthly Fees). Results will be rounded to the nearest whole number.	40
MAXIMUM POSSIBLE POINTS	160
EXTRA POINTS: Alternative Options	20

4.2 ORAL PRESENTATION

Proposers that advanced to the short list may be required to give an oral presentation to staff. This will provide an opportunity for the Proposer to clarify or elaborate on its Proposal.

<u>CRITERIA</u>	<u>POINTS</u>
Presentation	50
MAXIMUM POSSIBLE POINTS	50

This RFP will generally be awarded to the Proposer who scores the highest number of points on the criteria; however, the City reserves the right to accept or reject any or all proposals submitted in whole or in part, and to cancel this RFP and re-solicit or not re-solicit as determined to be in the City's best interests. The establishment, application and interpretation of the evaluation criteria above shall be solely within the discretion of the City.

END OF SECTION

SECTION 5 - INSTRUCTIONS TO PROPOSERS

5.1 **REQUIRED COPIES**

One (1) original, three (3) copies and one (1) electronic copy of the Proposal shall be submitted. Please refer to the Proposal Checklist for guidance on all requirements.

5.2 **SEALED BIDS**

Proposals shall be enclosed in a sealed envelope which shall show (lower left corner) the Proposer's name and address, RFP number and title, along with the bid opening date and time. The Proposal shall be submitted no later than the Bid Opening date and time mentioned on the Request for Proposal. The City will not be responsible for opening any bids that are not clearly marked.

5.3 **PROPOSALS NOT CONSIDERED**

Proposals not considered are Late Submissions, telegraphed, emailed or faxed Proposals and Proposals which do not conform to the instructions contained in the Request for Proposal. Proposals may be withdrawn by fax or email, provided that such notices are received prior to the Bid Opening date and time.

5.4 **ACCEPTABLE BIDS**

Proposals shall be handwritten or typed with (black or blue) ink. Any erasures or corrections must be initialed by the Proposer in ink. Handwritten submissions must be legible.

5.5 **LATE BIDS**

Late Bids will not be opened. Proposers have the option of picking up or paying for the mailed return of the unopened Proposal. If this option is not exercised within five (5) days of the Bid Opening, the late unopened Proposal will be disposed.

5.6 **BID OPENING**

Proposers are welcome to attend the bid opening; however, attendance is not mandatory. Proposals shall be opened and publicly announced at City of Sebastian Council Chambers, on the date and time specified on the Request for Proposal, unless otherwise stated in the form of an addendum. Late Bids will not be opened. Bidders have the option of picking up or paying for the mailed return of the unopened Bid. If this option is not exercised within five (5) days of the Bid Opening, the late unopened Bid will be disposed.

5.7 **PROPOSAL EXAMINATION**

In accordance with Chapter 119, Florida Statutes, bid files will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the response opening, whichever is earlier. Bid files may be examined during normal working hours, by appointment only, by contacting the City Clerk's office at 772-589-5330.

5.8 **REQUIRED INFORMATION**

Proposers shall follow all instructions and provide all required information and forms to be considered for award. Proposers wishing to qualify for consideration of exception for all or any portion of the RFP shall provide a hand printed or typed explanation attachment to be submitted with the Proposal.

5.9 ADDENDUM

Addenda may be issued in response to any inquiry received by the Question deadline date and time specified herein. The revisions, additions, deletions, clarification, etc. shall become part of and have precedence over anything shown or described otherwise. If not mentioned in the addenda, all other documents, specifications, drawings, terms and conditions remain the same. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in the Solicitation documents or in the addenda issued. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying attachments before submitting Proposal. The Proposer is required to submit with its Proposal, all addenda signed. Where there appears to be a conflict between Solicitation and any addenda, the last addendum issues shall prevail.

5.10 DRUG-FREE WORKPLACE

The Drug-Free Workplace form, as attached hereto, shall be submitted with the bidding documents.

5.11 PUBLIC ENTITY CRIMES

Any person or firm submitting a Proposal in response to this request must execute the attached SWORN STATEMENT UNDER SECTION 287.133, FLORIDA STATUTES, PUBLIC ENTITY CRIMES, including proper check(s) in the space(s) provided, and enclose it with said Proposal. Any person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid as proscribed by Section 287.133, F.S.

5.12 PROPOSER QUALIFICATION QUESTIONNAIRE

Proposers shall include the completed Proposer Qualification Questionnaire with the submitted proposal. The submitted Proposer Qualification Questionnaire will be reviewed by the Procurement/Contracts Manager as specified in Section 4.1.1.

5.13 REFERENCES

A list of References is required to be submitted with the Proposal. Failure to submit a list of references with valid contact information can result in the Proposal being deemed non-responsive and not considered for award.

5.14 LIST OF SUB-CONTRACTORS

A list of Sub-Contractors is required with the Proposal.

5.15 INSURANCE, LICENSING, CERTIFICATION, AND/OR REGISTRATION

Any Proposals received without Proof of Licenses and/or Proof of Insurance may be considered non-responsive and immediately disqualified.

5.16 SCRUTINIZED VENDOR CERTIFICATION

Proposer certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Proposer further understands and accepts that any contract issued as a result of this bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by the City in the event there is any misrepresentation or false certification on the part of Proposer.

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5.17 CORRECTIONS, CANCELLATION, & WITHDRAWAL

PROPOSERS may be asked to provide further information after bid opening to determine the responsibility of the vendor.

5.17.1. **Waiver of Technicality:** Information shall not be considered after the bid opening if it has been specifically requested to be provided with the Proposal and becomes a matter of responsiveness. The Proposal shall be considered responsive if it substantially conforms to the requirements of the Request for Proposal. The City may waive any informality, technicality, or irregularity on any bid. A minor or non-substantive lack of conformity may be considered a technicality or irregularity which may be waived by the City.

5.17.2. **Mathematical Errors:** Errors in extension of unit prices or in mathematical calculations may be corrected. In cases of errors in mathematical computations, the unit prices shall not be changed.

5.17.3. **Cancellation or Postponement:** The City of Sebastian Procurement/Contracts Manager may cancel or postpone the bid opening or cancel the RFP in its entirety.

5.17.4. **Withdrawal:** Prior to any published bid opening date and time, a Proposer may withdraw his or her Proposal in writing. A fax or email is permitted for this purpose, provided a confirming telephone call is made.

5.17.5. **Amendments:** Prior to any published bid opening date and time, a Proposer may amend the Proposal provided that it is in writing, in a sealed envelope, and identified.

5.18 BID GUARANTEE

The Proposer warrants that the unit prices, terms, and conditions quoted in the Proposal will be firm for acceptance for a period of not less than sixty (60) days from the bid opening date. Such unit prices, terms and conditions will remain firm for the initial contract period of three (3) years. No price increases shall be accepted during this initial contract term. Any extensions which may be approved by the City shall be subject to the following:

5.18.1. No reduction in the Rate on Deposits shall be permitted over the entire term of the Contract. Prices for any extension term shall be subject to an adjustment only if increases or decreases occur in the industry in the previous year. Such adjustment shall be based on the latest yearly percentage increase or decrease in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not reduce the total expected Net Return by more than five percent (5%) from the original expected Net Return.

5.18.2. The yearly increase or decrease in the CPI for extension terms shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect, as compared to the index for the comparable month, one (1) year prior.

5.18.3. Any requested cost price adjustments shall be fully documented and submitted to the City at least ninety (90) days prior to the end of the initial Contract term. Any approved price adjustments shall become effective upon the beginning date of the approved Contract extension.

5.18.4. The City may, after examination, refuse to accept the adjusted prices if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

5.19 BID AWARD

The contract/agreement will be awarded to the most responsive and responsible Proposer whose Proposal, conforming to the specifications and terms, will be most advantageous to the City in consideration of Net Return, time of performance, and other factors as determined by the City. The Procurement/Contracts Manager shall issue a Notice of Award to the successful Proposer and post on the City's website and DemandStar.

5.20 REJECTION OF BIDS

The City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the top ranked Proposer, and the right to disregard all non-conforming, non-responsive, imbalanced, or conditional Proposals. More than one Proposal from an individual, firm or association under same or different names, will not be considered. Any or all Proposals will be rejected if there is reason to believe that collusion exists among the Proposers, and no participants in such collusion will be considered in future proposals for the same work.

END OF SECTION

SECTION 6 – GENERAL CONDITIONS

6.1 **CONTRACT TRANSITION**

In the event services are scheduled to end, either by Contract expiration or by termination by the City of Sebastian, the City in its sole discretion may require the awarded Proposer to continue the services until new services can be completely operational. The City Manager, or designee, may extend the contract for a period not to exceed six (6) months subject to the same terms and conditions herein. The awarded Proposer will be paid for services at the rate in effect when this transitional period clause is invoked by the City.

6.2 **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the total costs shall be reduced at the same ratio as the estimated costs of the Services.

6.3 **COUNCIL MEETING**

The awarded Proposer must be available to attend City Council meetings when required. The awarded Proposer must be prepared to answer any questions and/or provide a presentation if requested by Council and/or authorized by the City representative. The awarded Proposer is not required to attend City Council meeting for approval of award, but is welcome to attend. The date and time of the meeting will be publicly noticed.

6.4 **CONFLICT OF INTEREST**

Contract Award is subject to provisions of State Statutes and City Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Sebastian, City Council members included; further, all Proposals must disclose the name of any City employee or Council member, who owns, directly or indirectly, an interest of ten percent (10%) or more in the PROPOSER's firm or any of its branches.

Should the successful Proposer permanently or temporarily hire any City employee or Council member, who is, or has been, directly involved with the Proposer prior to or during performance of the resulting contract, the Agreement shall be subject to immediate termination by the City.

6.5 **NOTICE TO PROCEED**

The Contractor shall not commence any Work, nor enter a Worksite, until a written Notice to Proceed (NTP) directing the awarded Proposer to proceed with the Work has been issued by the City; provided, however, that such notification shall be superseded by any emergency Work that may be required in accordance with the provisions included elsewhere in this RFP and resulting Contract.

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6.6 METHOD OF PAYMENT

6.6.1 Florida Prompt Payment Act

Payment shall be made in accordance with Section 218, Part VII of the Florida Statutes.

6.7 SALES TAX

Although the City of Sebastian is exempt from Federal and State Sales and Use taxes, Contractors or Vendors doing business with the City are **not** exempted from paying said taxes to their supplier for goods or services purchased to fulfill the contractual obligations with the City, nor shall any Contractor or Vendor be authorized to use the City's Tax Exemption Number in securing such materials.

6.8 AVAILABILITY OF FUNDS

The obligations of the City of Sebastian under this award are subject to the availability of funds lawfully appropriated for its purpose by the City Council of the City of Sebastian.

6.9 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed in the Proposal and shall reference the section. Any exceptions to the General or Special Conditions may be cause for the bid to be considered non-responsive.

6.10 SUBCONTRACTORS AND EMPLOYEES

The Proposer is required to identify any and all Subcontractors and/or suppliers that will be used in the performance of the proposed Contract and to clearly identify in their Proposal the percentages of Work to be performed by their Subcontractors.

6.11 WAIVER OF IRREGULARITIES

The City may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Bids by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

6.11.1 In no event will any such elections by the City be deemed to be a waiving of the required criteria for the requested services.

6.11.2 The Contractor who is selected for the Project will be required to fully comply with the Project criteria for the Price Bid, regardless that the Solicitation may have been based on a variation from the Project criteria.

6.11.3 Proposers shall identify separately all innovative aspects as such in the technical Solicitation. Innovation should be limited to Proposers means and methods, approach to Project, use of new products, and new uses for established products.

6.12 TERMINATION FOR CONVENIENCE

Any Contract resulting from this RFP may be terminated by the City without cause upon thirty (30) days' written notice to the Proposer. In the event of such a termination without cause, the Proposer shall be compensated for all services performed to the City's satisfaction.

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6.28 QUESTIONS AND/OR REQUESTS FOR CLARIFICATION

Any questions and/or requests for clarification regarding this Solicitation shall be submitted in writing to the Procurement/Contracts Manager via email at afrazer@cityofsebastian.org. Proposers must clearly understand that the only official answer or position of the City will be the one issued by the Procurement/Contracts Manager via an Addendum.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Request for Proposal and At-A-Glance timetable. All responses to questions/clarifications will be published in the form of an Addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's website (www.cityofsebastian.org) and DemandStar (www.demandstar.com) and it is the Proposer's sole responsibility to assure receipt of all (if any) Addenda(s).

6.29 CO-OPERATIVE PURCHASING

It is the intent of the Request for Proposal to secure goods or services to be used by the City of Sebastian. However, by virtue of bidding, the Proposer accepts the right of other Government Entities to "piggyback" purchase from this proposal by mutual consent. Any such purchase shall be separate and apart from the City of Sebastian, and said City assumes no liability for such action.

6.30 DISCRIMINATION

The Proposer shall not practice or condone personnel or supplier discrimination of any nature whatsoever, in any manner proscribed by Federal or State of Florida laws and regulations.

6.31 PUBLIC RECORDS

Section 119.01 F.S., The Public Records Law, provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the City in connection with all PROPOSER's responses shall be deemed to be public records subject to public inspection upon award, recommendation for award, or thirty (30) days after the bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. **Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, 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, otherwise, the City will treat all materials received as public records.**

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6.32 LOCAL VENDOR PREFERENCE POLICY

Effective October 14, 2009, City of Sebastian adopted a local vendor preference reference, Ordinance No. 09-13 as set forth below:

Sec. 2-11. Local Vendor Preference Policy

(a). *Definitions.*

(1) Local business means the vendor has:

- a) A valid business tax receipt issued by the City of Sebastian, Indian River County, St. Lucie County, Martin County, Okeechobee County, Osceola County, or Brevard County at the time a bid or proposal is submitted, and
- b) A physical address located within the local area, in an area zoned for the conduct of such business, from which the vendor is operating a significant portion of its business, and at which it maintains full-time employees.

(2) Nonlocal business means any vendor that does not meet the definition of a business within the local area.

(b) *Establishment as local area business.* To establish that a vendor is a local area business a vendor shall provide written documentation of compliance with the definitions for each such local business as defined in subsection (1) herein, at the time of submitting a bid or proposal. Post office boxes are not verifiable and shall not be used for the purpose of establishing the required physical business address. A vendor that misrepresents the local area status of its firm in a proposal or bid submittal to the city will lose the privilege to claim local preference status for a period of two years.

(c) *Local preference in purchasing and contracting.* The City of Sebastian shall give preference to local area businesses in the purchase of commodities, person property, general services, personal property, professional services, and the purchase of or contract for construction or renovation of public works or other public improvements by means of competitive bid. The city shall give such preference to local area businesses in the following manner:

(1) *Competitive bid.* Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive nonlocal business submits the lowest price bid, and the lowest bid submitted by a qualified and responsive local area business is within five percent of the lowest bid, then the lowest bidding local area business shall have the opportunity to submit an offer to match the price submitted by the lowest nonlocal area business PROPOSER.

Within five working days after the posting of the qualified and responsive bids, any local area business that has submitted a bid within five percent of the lowest bid by a nonlocal area business, and that wants the opportunity to match the lowest bid, shall submit a written offer to match the lowest bid. If the lowest local area business submits an offer that matches the lowest bid submitted, then the award shall be made to such local business.

Banking Services

If the lowest local area business PROPOSER declines or is unable to match the lowest bids, then the option to do so moves to the next local area business if its bid is within five percent of the lowest bids, and it is a qualified and responsive PROPOSER.

If the lowest bid is submitted by a qualified and responsive local area business, there is no local vendor preference.

If a local area business accepts the opportunity to match the lowest bid of a nonlocal area business and that bid is based on unit price bid items and estimated quantities, then the unit prices for all bid items shall be reduced in proportion to the reduction in the local area business's total bid amount required to match the lowest total bid.

- (2) *Ties.* In the event of any tie in the final bid price between a local area business, and a nonlocal area business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local area business. In the event of any two businesses located within the City of Sebastian, or two businesses located within the greater local area, the local vendor with the greatest number of full-time employees working in the City of Sebastian or the greater local area respectively shall be awarded the contract or receive the first opportunity to negotiate as applicable.
- (d) *Exception to local vendor preference policy.* The local preference policy set forth herein shall not apply to any of the following purchases or contracts:
- (1) Goods or services provided under a cooperative purchasing agreement or piggyback agreement; or
 - (2) Purchases or contract which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
 - (3) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, as described in the City's purchasing policies; or
 - (4) Purchases or contracts with an estimated cost of \$5,000.00 or less; or
 - (5) Purchases or contracts where the difference between the amount of the low bid submitted by a qualified and responsive nonlocal area business and the lowest bid submitted by a qualified and responsive local area business is greater than \$25,000.00; or
 - (6) Where all bids are rejected.
- (e) *Waiver of the application for local vendor preference policy.* Any request for the waiver of local preference to any particular purchase or contract must be heard by the City Council prior to advertising the bid. The city council, as the awarding authority, may approve the waiver of local preference upon review and at its discretion.
- (f) *Comparison and review of qualifications.* The preferences established herein no way prohibit the right of the City of Sebastian to compare and review the quality of materials proposed for purchase, and to compare and review the qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Furthermore, the local preference established herein shall not prohibit the city from giving any other preference permitted by law in addition to the local preference contained herein.

- (g) *Administration of local preference policy.* This policy shall apply to all departments, functions and funds under the governance of the City of Sebastian, unless subsection (d) applies.
- (h) *Dispute resolution.* Any dispute arising under the provision of this section shall first be presented to the City Manager for determination. The decision of the City Manager shall be appealable to the City Council, and the decision of the City Council shall be final and binding on all parties.

END OF SECTION

SECTION 7 – FORMS

STATEMENT OF NO RESPONSE

If your firm is unable to submit a proposal, please complete and return this form prior to the Bid Opening date shown herein. Return by email (afrazer@cityofsebastian.org) or by mail to:

CITY OF SEBASTIAN
ATTN: PROCUREMENT
1225 MAIN STREET
SEBASTIAN, FLORIDA 32958

Company's Name: _____
Company Address: _____
Phone No: _____

We have declined to propose on RFP #19-07 Banking Services, for the following reason(s):

- _____ ***We do not offer the service(s) required***
- _____ ***Our schedule would not permit us to perform responsibly***
- _____ ***Unable to meet specifications***
- _____ ***Unable to meet insurance/eligibility requirements***
- _____ ***Specifications unclear (please explain below)***
- _____ ***Other (please specify below)***

REMARKS

Signature

Print Name / Title

Date

PROPOSAL CHECKLIST

Please use the following checklist as a reference document to confirm all requirements are met in your RFP submission. **This checklist must be submitted as part of the Proposal.** Please be advised that this checklist should not be interpreted as a comprehensive list of all information required by this Solicitation from prospective Proposers. It simply serves as a guide for the most significant documents to be included in the Proposal and should be enhanced as deemed necessary. It is solely the Proposer's responsibility to read and understand all requirements and adhere to all issued Addendum(s).

Requirements	OFFICE USE ONLY
Proposal Checklist – FORM A	
One (1) original copy of proposal (bearing original signatures)	
Three (3) copies of proposal	
One (1) electronic copy of proposal (USB)	
Signed Addenda, <i>if applicable</i>	
Company Overview & Team Description	
Proof of License(s)	
Proof of Insurance	
Contact Information Sheet - FORM B	
Qualification Statement (5 pages) – FORM C	
Reference List – FORM D	
Drug-Free Workplace Form – FORM E	
Public Entity Crimes Form (3 pages) – FORM F	
PROPOSER Qualification Questionnaire Form (3 pages) – FORM G	
Scrutinized Vendor Certification (2 pages) – FORM H	
Subcontractor Listing Form – FORM I	
Rate on Deposits and Service Fees – EXCEL	

Clearly mark the outside of the sealed bid (on lower left corner of envelope):

Proposer's Name:	
Proposer's Address:	
Solicitation #:	RFP #19-07
Solicitation Title:	Banking Services
Bid Opening:	Friday, August 23, 2019 @ 2:00 PM EST

IMPORTANT: Failure to submit the requested copies or complete and submit the required forms may result in submittal being deemed non-responsive and removed from consideration.

QUALIFICATION STATEMENT

Page 1 of 5

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Bank Name:

Address:

Contact Person:

Title:

Signature

Phone No.:

Email Address:

Minimum Requirements to Qualify

1. **Is the Bank an Authorized Public Depository pursuant to Chapter 280, Florida Statutes?**
Yes No

2. **Is the Bank a Member of the Federal Depository Insurance Corp. (FDIC)?**
Yes No

3. **Is the Bank a Member of the Federal Reserve System?**
Yes No

4. **Has Audited Financial Statements for the past two (2) years been included with the proposal?**
Yes No

5. **Does the Bank have a location for making daily deposits, making change, cashing petty cash checks and getting forms and supplies that will be convenient for the City?**

If yes, provide address: _____

Does this location currently hold a business tax receipt?

Yes No

6. **Does the Bank and the representatives that will handle the City's account have experience with local government clients and have familiarity with applicable laws and services particular to our operations?**

Yes No

Failure to fully complete and submit this Statement may result in rejection of the Bid

QUALIFICATION STATEMENT

Page 2 of 5

Scope of Services

1. List any additional hardware or software requirements the City will have to have to fully utilize any of the proposed web-based services?

2. Can the Bank affirm that it will:
a. Agree to execute any wire transfer order within one (1) hour following notification and secondary approval;
b. Offer repetitive transfers; and
c. Provide the City an on-line capability to view and print transfer details?

Yes No

3. Can the Bank affirm that incoming transfers will be credited the day of receipt and have same day availability?

Yes No

4. Has a copy of the Wire Transfer Agreement been included with the proposal?

Yes No

5. Has a copy of the Availability Schedule been included with the proposal?

Yes No

6. The City needs the ability to view and print current day transactions on-line. Has a copy of a sample report from the Bank's system been included with the proposal?

Yes No

7. The City needs the ability to view and print cancelled check imaged on-line. Has a copy of a sample cancelled check image from the Bank's system been included with the proposal?

Yes No

8. The City desires the ability to issue a stop payment order online and expects the Bank to be responsible for any items cashed following the order. What is the process for your Bank to ensure this?

9. The City desires to use a positive pay service to ensure only valid checks honored. Describe the process for your Bank:

Failure to fully complete and submit this Statement may result in rejection of the Bid

QUALIFICATION STATEMENT

Page 3 of 5

10. Describe the process for handling employee direct deposits to their Bank, any limits on participating financial institutions and the format and timeframe in which you need the required information to be submitted:

11. Describe how the Bank will furnish monthly statements of activity and provide details on all cancelled checks:

Is a sample copy of the monthly statement included with the proposal?

Yes No

12. The City requires an account analysis showing the detailed listing of all charges for services by account and a summary of all accounts. Is a sample copy of the account analysis included with the proposal?

Yes No

13. Describe the Bank's proposal for providing necessary banking supplies cost to the City:

14. Describe the Banks proposal for covering the City's total cost of conversion and training:

15. Describe the Banks proposal on how the City will pay for service charges:

16. Describe the Bank's policies on promptly responding within a reasonable timeframe to any City request for information and research?

17. Does the Bank affirm that it will compensate the City for any lost interest or charges resulting from a "fail" to consummate an ACH or wire transfer transaction due to the Bank's fault?

Yes No

QUALIFICATION STATEMENT

Page 4 of 5

- 18. Will the Bank calculate any interest charges resulting from overdrawn balances at the same rate it pays the City, without overdraft fees or other penalties?
Yes No

- 19. Does the Bank agree to process NSF checks twice before being returned to the City?
Yes No

- 20. Does the Bank agree to make an exchange of coins and currency without any fees or charges?
Yes No

- 21. Is the Bank familiar with Federal and State regulations, as pertains to local governments, for federal income tax and FICA deposits?
Yes No

- 22. Will the Bank cash payroll checks for City employees without any fees or charges to the City or the employees?
Yes No

- 23. Describe the Bank's disaster recovery plan for disaster events or emergencies and how it can ensure that disruption to City services will be minimal:

Failure to fully complete and submit this Statement may result in rejection of the Bid

QUALIFICATION STATEMENT

Page 5 of 5

Other Matters

1. Describe any proposed optional services that will replace or nullify currently provided services and how they may benefit the City:

2. Are there any services specified in the RFP which are NOT included in your proposal?

3. How much time is expected to be needed for securing the required supplies, providing necessary training and actually making the conversion from the City's current banking services provider?

4. Will the Bank provide satisfactory proof of insurances?

Yes No

5. Did the Bank include Procurement Card Program information that could possibly be used in the future?

Yes No

6. Does the Bank agree that either party may terminate the Agreement by giving thirty (30) day notice and that the City will not pay for any damages or costs as a result of the termination?

Yes No

7. Have any of your governmental clients terminated a banking services agreement with your bank before its normal ending period within the past five (5) years?

Yes No

8. Does the Bank agree to extend the services and terms of the Agreement for up to ninety (90) days to allow for the smooth transition to a new depository bank and to provide full cooperation and assistance to the transition effort?

Yes No

Failure to fully complete and submit this Statement may result in rejection of the Bid

REFERENCE LIST

Proposer's Name: _____

Proposer must provide the contact information for a minimum of three (3) public sector client references in which similar work was performed within the last five (5) years.

Reference #1

Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	

Reference #2

Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	

Reference #3

Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	

Failure to fully complete and submit this form may result in rejection of the Bid.

DRUG-FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Proposer's Name

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' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, 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 Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that 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 Paragraph 1 through 5.

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

Signature

Print Name

Date

Failure to sign and submit this Drug-Free Workplace Form may result in rejection of the Bid.

PUBLIC ENTITY CRIMES FORM

Page 1 of 4

Any person submitting a quote, bid, or proposal in response to this invitation or Agreement, must execute the enclosed form sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting Agreement, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Agreement for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any Agreement to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (currently \$10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into an Agreement (formal Agreement or purchase order) in excess of the threshold amount of \$10,000 to provide goods or services to **THE CITY OF SEBASTIAN**, a person shall file a sworn statement with the Contract/Agreement officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR QUOTE OR BID DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE OR BID.

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

PUBLIC ENTITY CRIMES FORM

Page 2 of 4

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Agreement No. **ITB #19-07** for THE CITY OF SEBASTIAN.
2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Agreement for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - (1) A predecessor or successor of a person convicted of a public entity crime; or
 - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

PUBLIC ENTITY CRIMES FORM

Page 3 of 4

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Agreement and which bids or applies to bid on Agreements for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

PUBLIC ENTITY CRIMES FORM

Page 4 of 4

Sign: _____

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, _____ (title) on behalf of _____ (name of partnership), a partnership. He/she is personally known to me or has produced _____ as identification and did () did not () take an oath.

Name: _____

My Commission Expires: _____

Commission Number: _____

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Failure to fully complete, sign and submit this Public Entity Crimes Form may result in rejection of the Bid.

PROPOSER QUALIFICATION QUESTIONNAIRE

Page 1 of 3

Proposer's Name: _____

This Business is: () An Individual () A Partnership () A Corporation

Federal Identification #: _____

Principal Office Address:

(1) **How many years has your organization been in business as a Bank under your present name?**

(2) **How many years of experience has your organization has in banking services?**

(3) **Give below any information which would indicate the size and capacity of your organization, including number of employees, equipment owned by your organization, etc., which are available for utilization on this Contract.**

Failure to fully complete, sign and submit this Questionnaire may result in rejection of the Bid.

PROPOSER QUALIFICATION QUESTIONNAIRE

Page 2 of 3

- (4) List below the requested information concerning banking services your organization has completed in the last five (5) years for the type of work required in this project involving multiple locations. (Use additional sheets if necessary). Include the type of work similar to the work included in this contract if possible.

PROJECT TITLE	CONTRACT AMOUNT	REQUIRED COMPLETION DATE	ACTUAL COMPLETION DATE	NAME / ADDRESS / PHONE OF OWNER

- (5) Have you ever failed to complete any work awarded to you? If yes, where and why?

- (6) Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a general contracting service contract? If so, state name of individual, name of other organization, and reason therefore.

- (7) Has any officer or partner of your organization ever failed to complete any general contracting service contract handled in his own name? If so, state name of individual, name of owner and reason therefore.

PROPOSER QUALIFICATION QUESTIONNAIRE

Page 3 of 3

- (8) Have your company been in disputes or litigations in the last five (5) years over construction projects which are completed or still pending for completion? If so, describe the nature of the disputes or litigations and state the Owner's Name, Address, Telephone, and amount of disputes or litigations. (Use additional sheets if necessary.)

I, the undersigned, do hereby declare that the foregoing statements are true and correct, all as of the date hereinafter set forth, and that those examining this document have my permission to contact any or all of those parties listed in this questionnaire. Incorrect or misleading statements in this questionnaire shall be grounds for a determination of non-responsibility with respect to such contractor.

(SIGNATURE OF PROPOSER)

(TYPE OR PRINT COMPANY NAME)

(TYPE OR PRINT ADDRESS)

If a PROPOSER intends to subcontract any portion of the work, the Subcontractor Listing must be fully completed and submitted with the bid.

Failure to fully complete, sign and submit this Questionnaire may result in rejection of the Bid.

SCRUTINIZED VENDOR CERTIFICATION

Page 1 of 2

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, _____ on behalf of _____,
(Printed Name) (Company Name)

certify that, _____ does not:
(Company Name)

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Sebastian shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following the receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits state agencies and departments, and local government entities from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

Failure to fully complete, sign and submit this Certification may result in rejection of the Bid.

SCRUTINIZED VENDOR CERTIFICATION

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As the person authorized to sign on behalf of the Proposer, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Council for goods or services may be terminated at the option of the Council if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Company name

Signature

Print name

Title

Date

Failure to fully complete, sign and submit this Certification may result in rejection of the Bid.

SUB-CONTRACTORS LISTING FORM

Proposer's Name: _____ Phone # _____

RFP Title: Banking Services ITB #: 19-07

NOTE: List **all subcontractors** you invited to bid on this project, whether they were selected or not. If subcontractors will not be used on this agreement, check the box below. **Form must be submitted with your proposal.** Use additional sheets if necessary.

The City reserves the right to reject any proposals if the Proposer names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

I affirm that Subcontractors will not be used to complete projects under this agreement.

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

Failure to fully complete, sign and submit this form may result in rejection of the Bid.