



RFP 21-009 BANKING SERVICES

**LISA OSHA, PURCHASING AGENT
368 SOUTH COMMERCE AVENUE
SEBRING, FL 33870**

Email: purchasing@mysebring.com

The City of Sebring will receive sealed proposals in the City Purchasing Department for:

21-009 BANKING SERVICES
Commodity Code
94625

The City of Sebring, Florida is requesting proposals from financial institutions having branch offices in Sebring, Florida, to provide banking services in accordance with the specifications stated herein. Specifications & General Terms and Conditions may be obtained at **VendorRegistry.com**. Any questions regarding the specifications, terms and conditions, and/or the bidding process should be submitted to **purchasing@mysebring.com**.

Sealed proposals must be marked with the RFP number and delivered to the **City of Sebring Purchasing Office Attn: Lisa Osha, 368 S. Commerce Ave., Sebring, FL 33870** so as to reach the said office no later than **June 9th, 2021 at 3:00 p.m.** of the official time clock in the purchasing office, at which time they will be opened. Proposals received later than the date and time specified will be rejected. The City will not be responsible for the late delivery of any proposals that are incorrectly addressed, delivered in person, by mail, or any other type of delivery service. City Council reserves the right to accept or reject any or all bids/proposals or any parts thereof; and the award; if an award is made, will be made to the most responsible bidder/proposer whose bid/proposal and qualifications indicate that the award will be in the best interest of the City of Sebring. The Council reserves the right to waive irregularities in the bid.

Fair Housing / Equal Opportunity Employer

Lisa Osha, Purchasing Agent
Sebring, Florida

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SECTION 1 – DEFINITIONS

ADDENDA - Written and graphic documents issued prior to the receipt of bids to modify or interpret the bid documents.

AGREEMENT - The written instrument which is evidence of the agreement between City and Contractor covering the work.

BID or PROPOSAL - The offer or bid of a bidder or proposer submitted on the prescribed form setting forth the prices for the work to be performed.

BID BOND - A bond or other form of security offered by a bidder to the City soliciting the bid which guarantees that the bidder, if awarded the bid, will enter into a contract within a specified period of time and will furnish any required payment and performance bonds. If the bidder or proposer refuses to honor its bid, the bidder or proposer and bond surety or guarantor are liable on the bond for any additional costs the City incurs in hiring others to fulfill the contract, not to exceed the amount of the bid bond. A cashier's check or irrevocable line of credit on an acceptable bank, issued in the name of the City and in the required amount of the bid bond, may be substituted for a bid bond.

BID DOCUMENTS - The bid requirements, the Official Bid Form, instructions to bidders, the standard terms and conditions, plans and specifications, and the proposed contract documents. Include the "Public Notice of Request for bids," "General Information and Instructions for Bidders," "Standard Terms and Conditions," "Drug Free Workplace," "Agreement," "Specifications," and any Acknowledgement of Addenda issued prior to receipt of bids.

BIDDER, PROPOSER, OR OFFEROR – Bidder, proposer, or offeror shall have the same meaning; the individual or entity who submits a bid in response to an Invitation to Bid or Request for Proposal by the City.

BIDDING REQUIREMENTS - The Advertisement or Invitation to Bid or Request for Bids, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

CHANGE ORDER - The signed contract serves to define the terms and conditions for the services, work, or project as described in the bid and contract documents. A Change Order shall be considered a written order to the Contractor signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

CONTRACT - The entire and integrated agreement between the Contractor and the City, defining its terms and conditions, which supersedes all prior negotiations, representations or agreements, either written or oral.

CONTRACTOR - Any person having a contract, agreement or purchase order with the City.

CONTRACT DOCUMENTS - Those items so designated in the agreement. Only printed or hard copies of the items listed in the agreement are contract documents.

CITY OR OWNER - The City of Sebring, a Florida municipal corporation - The entity for whom the work is to be performed. City Hall, 368 South Commerce Avenue, Sebring, Florida 33870, phone 863-471-5100.

LOCAL BUSINESS - Having a fixed office or distribution point located in and having a street address within the City of Sebring first, then Highlands County, Florida second, for a least six (6) months immediately prior to the issuance of the competitive bid, request for quotation, or invitation for bid by the City of Sebring; and holds a business license required by the City of Sebring.

LUMP SUM BID PRICE - The amount stated on the "Bid Form" for which the Proposer offers to provide a service as described in the bid documents.

NOTICE OF AWARD - The written notice by the City to the successful bidder or proposer, including instructions and conditions which are to be complied with in a designated time and stating that upon that timely compliance with all conditions listed therein, the City will execute the agreement and contract documents and provide the Contractor with a notice to proceed.

NOTICE TO PROCEED OR PURCHASE ORDER - A written notice given by the City stating the date on which the contract time will commence and when the Contractor shall start to perform the work under the contract documents.

PAYMENT BOND - A payment bond guarantees that the Contractor will pay suppliers, laborers, and subcontractors (subject to contract terms) for labor and materials. Generally, payment and performance bonds are issued together as one bond, termed a "Performance and Payment Bond." The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the contract documents.

PERFORMANCE BOND - A performance bond guarantees the City that the Contractor will complete the contract according to its terms including price and time. Generally, payment and performance bonds are issued together as one bond, termed a "Performance and Payment Bond." The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the contract documents.

PROJECT - The total construction of which the work to be performed under the contract documents may be the whole, or a part.

SITE - Lands or areas indicated in the contract documents as being furnished by City upon which the work or project is to be performed, including right-of-ways and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

SPECIFICATIONS - The written requirements for materials, equipment, construction systems, standards, and workmanship for the work, and performance of related services.

SUBCONTRACTOR - An individual or entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

SUBSTANTIAL COMPLETION - The time at which the work (or a specified part thereof) has progressed to the point where the work (or a specified part thereof) is sufficiently complete, in accordance with the contract documents, so that the work (or a specified part thereof) can be utilized for the purposes for which it is intended.

SUCCESSFUL BIDDER OR PROPOSER - The bidder or proposer to whom the City provides written notice of award.

UNIT PRICE BID - The amount stated on the "Bid Forms" as a price per unit of measurement for services as described in the bid documents.

WORK - Construction and services required by the contract, whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

SECTION 2 - GENERAL TERMS AND CONDITIONS (Rev 2/2021)

All responses shall become the property of the City of Sebring. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, to reject any and all responses, in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

COMPLIANCE WITH APPLICABLE LAWS:

The submitting firm will be required to comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (Fla. Stat. §287.133, et. seq, as amended); shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable; shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3); shall comply with section 6002 of the Solid Waste Disposal Act, Environmental Protection Agency (EPA) at 40 CFR part 247; and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

City of Sebring in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252) (49 CFR, Part 23), hereby notifies all bidders/proposers that it will require that affirmative efforts be made to ensure participation by minorities in any contract for services entered into pursuant to this advertisement. Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection.

Contractor acknowledges that City is a drug-free workplace. Contractor covenants that all employees of the Contractor working on City property shall be subject to the implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

Contractor represents that it is not subject to a System for Award Management (SAM) exclusion and has not been debarred, suspended or otherwise excluded as a party declared eligible under statutory or regulatory authority to receive Federal grant funds.

The contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. The Contractor is required to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 et seq, Fla. Stat. or as otherwise provided by law. The contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-471-5100, 368 S. Commerce Ave., Sebring FL 33870, or kathyhaley@mysebring.com.

Successful bidder shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the services and the protection of persons and property.

ACCEPTANCE AND WARRANTY: Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the City shall constitute an acceptance of work not done in accordance with the contract document or relieve the Contractor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects and pay for any damages resulting there from which appear within a period of one year after final acceptance of the work unless otherwise stated in the specifications herein.

ADDENDUMS: If it becomes necessary to revise or amend any part of this document, an addendum will be issued and will be posted on VendorRegistry.com. **It shall be the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.**

ADDITIONAL WORK: Contractor may recommend additional work needed in addition to the original specifications. City purchasing policies will be followed for such additional work.

ASSIGNMENT: Awarded Contractor shall not assign this contract, in whole or in part, or any monies due hereunder, without the written consent of the City.

BONDING: Not applicable to this solicitation.

CHANGE ORDERS: The signed contract serves to define the terms and conditions for the services, work or project as described in the bid and contract documents. A Change Order shall be considered a written order to the Contractor signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

CITY EMPLOYEES AND FAMILY MEMBERS are eligible to submit a bid for this contract, but in doing so they must file Form 3A "Interest in Competitive Bid for Public Business" with the Highlands County Supervisor of Elections and submit a copy of the form with their submittal. Under Florida Statute 112.313 this includes "...public officers and employees, their spouses, and their children..."

CONTACT INFORMATION: Lisa Osha, Purchasing Agent, purchasing@mysebring.com. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City Purchasing Department and posted on VendorRegistry.com. **Any oral or other type of communication concerning this document shall not be binding.**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the City posting the notice of staff recommendation, excluding Saturdays, Sundays, and state holidays, any employee or official of the City concerning any aspect of this solicitation, except in writing to the purchasing agent or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

COPYRIGHTS:

1) If awarded a contract, the contractor agrees that the work requested herein is "work for hire" and shall irrevocably transfer, assign, set over, and convey to the City all right, title, and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the

contract. The contractor further agrees to execute such documents as the City may request to effect such transfer or assignment.

2) Further, the Contractor agrees that the rights granted to the City by this section are irrevocable. Notwithstanding anything else in this invitation, the contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this invitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this invitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" section.

3) The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this invitation is prohibited unless the City approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the contractor for work related to this contract.

4) If anything included in a deliverable limit the rights of the City to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

DAMAGE TO PROPERTY: Contractor agrees that all City or third party owned property that is damaged by the Contractor's personnel or equipment shall be repaired or replaced promptly, at Contractor's expense.

DEFAULT: In any action brought by either party for the interpretation or enforcement of obligations of either party, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs from the non-prevailing party, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

DOCUMENT DEEMED AS A CONTRACT: In the event that the Sebring City Council awards the project described herein to a Contractor(s), and/or a purchase order is processed then this document shall become a legally binding contract unless a separate document is drawn up by the City Attorney in which case the Attorney's contract is primary and this document is secondary.

DUE CARE AND DILIGENCE has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

EARLY TERMINATION: City may, by written notice, terminate the contract in whole or in part at any time, either for City's convenience or because of failure of Contractor to perform any material provision or portion of the services or project, including a failure to pay vendors, suppliers, or sub-subcontractors as required and failure to undertake adequate safety measures during the performance of the services or project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of the contract, whether completed or in process, shall be delivered to City. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the

City thereby. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as described in the first sentence of this paragraph.

EQUIPMENT: Contractor will provide, at Contractor's expense, all machinery, equipment, tools, superintendence, labor, insurance, and all other accessories necessary to provide the product(s) or service(s) in accordance with the description of the work described herein.

INDEPENDENT CONTRACTOR: The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor nor any of its servants, agents, or employees shall ever be considered as an agent, servant, or employee of the City.

INSPECTION & CORRECTION OF WORK: All work done by the awarded Contractor will be monitored by an authorized designated City employee. Contractor shall notify the designated person of completion of each cycle within twenty-four hours of such completion. The designated contact person will then inspect the work and if they find it has not been done satisfactorily, said work shall be promptly corrected by the Contractor at the Contractor's expense.

INSURANCE REQUIREMENTS: Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Contractor, upon its part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing its obligations under this contract. The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the City:

- 1) Comprehensive General Liability (CGL) insurance shall be maintained by the vendor with a limit of not less than \$1,000,000 each occurrence. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of \$2,000,000. CGL insurance shall include bodily injury and property damage liability for premises, products, and completed operations, and personal injury.
- 2) Automobile Liability shall be maintained with a limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
- 3) Worker's Compensation coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- 4) Evidence of Insurance shall be furnished by the vendor to the City of Sebring. Certificates of insurance are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City of Sebring is to be specifically included as additional insured on all policies except workers' compensation. If the vendor is exempt from workers' compensation requirements they are to submit a DWC-252 Certificate of Exemption Form. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued 30-days prior to the expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of

insurance must be on file with and approved by the City of Sebring before the commencement of work activities.

LICENSING: Respondents shall be fully licensed in the state of Florida and shall comply with all applicable laws, regulations, rules, and ordinances of local, state, and federal authorities having jurisdiction. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response. Proof of all relevant licenses is required as part of your bid submittal.

LIQUIDATED DAMAGES: Not applicable to this solicitation.

LOCAL PREFERENCE: Not applicable to this solicitation.

MULTIPLE RESPONSES: If submitting a response for more than one bid, each bid must be in a separate envelope and correctly marked.

NOTICES: All notices provided under or pursuant to this contract shall be in writing, either by hand delivery or first class certified mail – return receipt requested.

PAYMENTS: All payments must be approved by Sebring City Council, which meets the first and third Tuesday of each month. To be considered for payment at any meeting, the invoice must be approved by the department head and received by Accounts Payable by email at accountspayable@mysebring.com or mailed to 368 South Commerce Avenue, Sebring, Florida 33870 one week prior to a City Council meeting. Separate invoices must be rendered for each purchase order.

PERFORMANCE & WORKMANSHIP: Contractor shall, in good workmanlike manner, perform all services pursuant to the specifications. Should the Contractor fail to provide prudent and competent professional service, the City may notify the Contractor in writing stating the City's intention to terminate the contract and stating the reasons therefore. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this contract may be terminated by the City. The Contractor shall be liable to the City for any excess costs the City incurs.

PRE-BID MEETING: Not applicable to this solicitation.

PRICE: If this solicitation is an Invitation to Bid, the City shall pay the awarded Contractor the sum stated on the "Official Bid Form" page of this packet in exchange for the products or services rendered as described herein. The bid price shall be fixed and firm for the period of this contract. Any change in price may result in the cancellation of the purchase order and/or agreement. If this solicitation is a Request for Proposal, the City will pay the awarded Contractor the sum as agreed upon in the resulting contract.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

PURCHASING AGREEMENT WITH OTHER PUBLIC AGENCIES: Not applicable to this solicitation.

PURCHASE ORDERS are typically required by the City of Sebring when a contract/agreement is established as a result of the competitive bidding process unless otherwise agreed upon in said contract/agreement. Once the contract/agreement is in effect, it will be the responsibility of the department to submit a request for a purchase order. The purchasing office will generate the purchase order, which is then

emailed to the vendor at the email address provided by the vendor, as well as the department initiating the request.

RENEWAL: The City reserves the option to renew the period of this contract, or any portion thereof, for a number of terms as stated herein.

RESTRICTIONS: Time restrictions are not permissible. Bids offered which include such restrictions will be rejected. Any variations from this specification shall be indicated on the bid and explained in detail on a separate attachment to the bid.

RESPONSES/BIDS are due and must be received in accordance with the instructions given in the announcement page. Responses/bids received later than the time designated will be deemed as non-responsive and will not be considered. Responses/bids must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.

STATEMENT OF INDEMNIFICATION – The Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of, or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fees), incurred by the City to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents, or volunteers by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.

SUBCONTRACTOR: If subcontracting has been agreed upon by the parties herein and made a part of the terms of this contract, the Contractor shall be responsible for monitoring all subcontractors to make sure all conditions of the contract are being executed. Furthermore, the City has the right to refuse subcontractors work on the project.

TERM: This contract shall be good for three (3) years beginning on the contract date and will be automatically extended for up to two (2) additional three (3) year terms, unless either party notifies the other in writing within sixty (60) days of expiration that they do not wish to continue the contract as written.

TERMINATION: Should Contractor violate any provision in this document, City may notify Contractor, in writing, stating the City's intention to terminate the contract and stating the reasons thereof. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this Contractor may be terminated by the City.

TIME: Time is of the essence of this agreement.

PROTEST: Failure to file a protest within the time prescribed in the City of Sebring’s Purchasing Policy shall constitute a waiver of the bidder’s right to protest.

SECTION 3–ADDITIONAL TERMS AND CONDITIONS

1) Information or Clarification

Bidders are urged to promptly review the requirements of all specifications and submit questions to the Purchasing Agent at purchasing@mysebring.com for resolutions as early as possible during the bid period. All questions will be answered up five (5) days prior to the bid opening and posted on the official solicitation website, VendorRegistry.com. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to specification documents shall not be considered after bids are opened.

2) Development Costs

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this solicitation. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent’s ability to meet the requirements of the solicitation.

3) Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

4) Copeland “Anti-Kickback” Act

The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.

5) Public Entity Crimes

Pursuant to § 287.133(2)(a), Fla. Stat., 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 § 287.017, Florida Statutes, for CATEGORY TWO purchases for a period of 36 months following the date of being placed on the convicted vendor list.

6) Legal Requirements

Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

7) Wage Rates/Equal Employment Opportunity

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for the work herein. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.

8) Employment Eligibility

The contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure of the contractor to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the contractor must immediately terminate their subcontract with the subcontractor. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the contractor, the contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 3—PURPOSE OF RFP

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from financial institutions having a branch office in the City of Sebring to provide banking services to the City. The objective of this RFP is to provide the City with a way to identify the financial institution that is best suited to undertake the banking services required by the City. It is the intent of the City to select only one financial institution to provide banking services. Factors such as approach, financial strength and capability, experience, ability to provide required banking services, conversion schedule, litigation history, optional services available and price will all be used in the selection process.

SECTION 4 – GENERAL DESCRIPTION OF SPECIFICATIONS

To receive consideration, the proposer shall thoroughly document the financial institution's ability to meet the following qualification criteria:

- 1) The proposer must be a designated Federal or Florida Chartered Bank or Savings Association by the State of Florida, Bureau of Collateral Management, Division of Treasury.
- 2) The proposer must be designated as a Qualified Public Depository (QPD) by Florida's Chief Financial Officer, Division of Treasury as described in Chapter 280, Florida Statutes.
- 3) The proposer must have a branch office located within the City of Sebring city limits.
- 4) The proposer must have the capability of performing all of the required duties specified in this Request for Proposal.
- 5) The proposer must have available an adequate number of qualified staff to provide the services specified in this Request for Proposal. The proposer shall assign staff to the City account for questions and inquiries.
- 6) The proposer must be able to provide full-service web-based banking products and balance reporting services.
- 7) The proposer must have the ability to export or download Account Reconciliation Plan (ARP) reports (both outstanding and cleared checks) to Excel.
- 8) Proposer must submit one copy of its financial statements for the past two years (must include an auditor's unqualified opinion and appropriate notes to the financial statements). If selected, proposer will provide annual financial statements to the City for the term of the Banking Services Agreement.
- 9) Proposer must be free of any obligations and interests which might conflict with the interests of the City.

10) Incoming wire transfers must have same day availability.

11) Proposer must honor all checks drawn upon City accounts should the City experience an overdraft in that particular account.

SECTION 5 – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

Each Proposer shall submit a comprehensive list of service prices by completing the attached PART C – BANKING SERVICES PROPOSAL FORM. This list includes all expected services and the prices shown on the list shall be incorporated into the contract and will be effective for the duration of the Banking Services Agreement. However, the financial institution agrees that if the costs for such services are reduced the reduced-price structure will be passed on to the City.

GENERAL

The banking services detailed in this section are to be performed for the City of Sebring on a contractual basis. Services should begin within 30 days of contract execution for a period of three (3) years. The City may exercise the option to renew the contract two (2) times in three (3) year increments by mutual written consent, for a maximum of six (6) additional years.

1) Checking Accounts

The City will maintain two (2) bank accounts during the contract period. The City has a General Operating Account and a Payroll Account.

2) Online Banking

The financial institution must have an established online banking system that will allow authorized City personnel access to perform the following functions and/or view the following banking information:

- (a) Account balances daily
- (b) Online image retrieval for credits, debits and returns; including check front/back image of checks and front image of deposits
- (c) Internal Account Transfers – initiate, approve, delete and inquire
- (d) Stop Payments - Initiate, approve, release, cancel, delete and inquire
- (e) Wire Transfers - Initiate, approve, delete and inquire, with template service and email confirmation for transactions initiated by City
- (f) ACH Services - Initiate repetitive and non-repetitive ACH transactions with email confirmation for transactions initiated by City, receive ACH transactions, and upload ACH files electronically
- (g) Inquire on amounts and detailed addenda for daily ACH deposits.
- (h) Positive Pay – Initiate, modify, deny, approve, and release; including online file upload and emailed exception notification
- (i) Online statements
- (j) Generate necessary reports

3) Same Day Processing

The financial institution shall have the capability to process and post all City-related transactions, accepted and/or received by the financial institution before 2:00 p.m., to the City's account(s) on the same day. If

the financial institution is able to accommodate a later same day posting time, this information should be included in the proposal.

4) Overdraft Protection

The financial institution shall provide the City with overdraft protection. With the exception of stop payment instructions, the financial institution will honor all demands upon the City's accounts including outgoing wire instructions by the City. The financial institution shall state, in the Standard Service Cost Proposal, the cost of providing the overdraft protection, protection limits, and if used, the benchmark from which the financial institution will determine the interest to be charged on overdrafts, and current rates.

5) Deposit Services

The financial institution shall provide disposable security bags and deposit slips as requested by the City. Deposit slips are required to be pre-encoded and in duplicate.

(a) The financial institution should accept deposits through their teller service, both inside counter and outside drive thru, during normal business hours.

(b) The financial institution should have a night depository available.

6) Returned Items

The financial institution shall automatically present (reprocess) NSF checks a second time, when applicable and send notification to the City by email of returned items. Checks returned due to "lack of endorsement" and "account closed" may be returned to the City after being presented once.

7) Stop Payments

All stop payment orders will be made through automated online banking services. When stop payment orders are placed, the financial institution will immediately inform authorized City personnel by email if the check has been cashed. If not cashed, the financial institution will provide electronic confirmation of the stop payment.

(a) All checks paid by the financial institution after the above stop payment procedure has been adhered to will be the responsibility of the financial institution.

(b) The cancellation of a stop payment order will be processed in the same manner as the stop payment order.

8) Wire Transfers

The City will initiate and approve wire transfers by electronic means using the financial institutions online banking software. Dual approval is required by the City for all outgoing wire transfers. The financial institution will provide secure internet-based wire transfer capabilities up to \$750,000 per wire (single wire limit) with an exception for an annual debt payment of \$2.2M due on 1/1 for a refunding note. City personnel should be authorized to initiate and approve outgoing transfers and receive data on incoming wire transfers. Upon proper City authorization, the financial institution will wire funds and send the City an email notification that the wire transfer was successful.

9) ACH Services

The financial institution must be both a sending and receiving institution on the Automated Clearing House (ACH) system. The financial institution should have the capability of receiving ACH files electronically from the City. The City's financial software system currently produces industry standard ACH files for upload

to the financial institution and transfer via the federal ACH system. The City sends ACH files for direct deposit, payroll deduction remittance, utility payment drafts and vendor payments. The proposer should include the deadlines for submitting files for ACH processing.

10) Account Reconciliation Services

(a) Positive Pay

The financial institution shall provide services to compare each item that is posted against the City's account to an issue file to ensure that all items match, such as check number and dollar amount. If exceptions are noted, they will be rejected and reported to the City by email for review and decision.

(b) Check Imaging

Images of all cancelled checks, front and back, shall be made available online for a period of two (2) years.

11) Continuous Service

The financial institution will have and maintain sufficient staff to support these requirements on a continuing basis without interruption of service. Server problems or repeated breakdown of electronic services will be just cause for cancellation of the Banking Service Agreement by the City. The City requires that the financial institution designate one of its officers to act as a liaison with the City, at no cost, for matters regarding the City's account.

12) Disaster Recovery

The financial institution shall provide basic information regarding their disaster recovery plan including specific plans related to servicing the City in the event of a disaster.

13) Petty Cash

The financial institution will cash petty cash checks at no charge to the City or employee cashing the check. Petty cash checks will be identified as such. The bank will require that the employee present an identification card to cash such checks.

ACCOUNT MAINTENANCE

1) Collected Balance Reporting - The financial institution shall provide all account detail for all accounts via a secure internet connection, to authorized City personnel 24 hours a day, 365 days a year. The City shall not be charged or penalized for overdrafts caused by the unavailability of the financial institution's internet banking system.

2) Statements - Monthly Statements showing the overall activity of the City's account(s) shall be provided. These statements shall include a monthly detailed analysis of the financial institution's fees for operating the City's account(s).

3) The City's financial software currently accepts industry standard format cleared check files for bank reconciliation processing.

INVESTMENTS

1) The City will continue to invest its surplus funds outside of the Banking Service Agreement.

2) All investment activities will be handled at the direction of the City and in accordance with state and federal laws and regulations, and applicable investment policies.

3) Investment Pools: The City invests with a Florida local government investment pool(s). These investments may involve transactions with the respective pools on a daily basis. The financial institution will be required to send and receive funds from these pools.

STATEMENT AND ADVICE FREQUENCY

All advices affecting a debit or credit memo type transaction must be emailed to the City daily. All statements, including detailed analysis statements, are to be made available no later than the 10th of the following month. The City intends to access its bank accounts directly through a secure online inquiry.

All advices, statements and notices shall be emailed or mailed:

City of Sebring
Finance Department
finance@mysebring.com
368 S. Commerce Avenue
Sebring, FL 33870

COLLATERAL

Prior to receiving deposits of the City, a financial institution must be certified and designated by the Chief Financial Officer of Florida as being a "Qualified Public Depository" under the Florida Security for Public Deposits Act, which was effective January 1, 1982. The characteristics of eligible collateral are subject to the criteria of Chapter 280, Florida Statutes, as amended, and will be further subject to modification as to quantity, quality and type by action of the State of Florida Chief Financial Officer. The pledge, substitution and withdrawal of collateral securities will also be achieved in accordance with procedures established by the Florida Security for Public Deposits Act and the State Treasurer's Office. Noncompliance with Chapter 280 F.S. or withdrawal from the QPD program, either voluntary or involuntary, will cause the Banking Service Agreement to be void in its entirety and will result in immediate withdrawal of all City funds.

RESOURCE PERSONNEL

The financial institution shall provide and maintain an up to date listing of personnel in both the City branch and main office, if applicable, who are available during normal working hours to answer questions pertaining to transactions which require more detailed explanation. Personnel should be familiar with the City's account(s) and the Banking Services Agreement and should be qualified to provide assistance in such areas as bookkeeping, information technology, wire transfers, operations, and investments.

DESIGNATION OF CITY PERSONNEL

The City will provide, in writing, the financial institution with the names and signatures where applicable, of personnel authorized to provide instructions for wire transfers, interbank transfers, investments, and other services, including online banking services and inquiry access.

DIRECT DEPOSIT

The financial institution will provide ACH direct deposit of payroll and identify processing deadlines. The City processes payroll bi-weekly and will transfer an ACH file to the financial institution by 3:00 pm on Tuesday for payment to employees the following day, Wednesday. The proposer should include the latest available time a file can be submitted and accepted for direct deposit to employee accounts on Wednesday.

COST OF BANKING SERVICES

The awarded financial institution will prepare a monthly billing for services rendered. This billing must be presented in a format similar to the Banking Services Proposal Form (Part C), with a total for all the service charges for the month. Except for corrections of an error, any service rendered by the financial institution, for which a price per item is not detailed, will be considered as included in the price of the other detailed items.

OPTIONAL BANKING SERVICES

In addition to the minimum services described above, the City requests proposals for optional banking services. These services should include a brief description and anticipated cost.

A Proposer may also, as part of their proposal, submit additional information for optional banking services that the Proposer feels would be in the best interest of the City. The optional banking services may be exercised at any time during the period of the contract.

The City may be interested in the following optional banking services:

1) Purchasing Cards

The City is interested in obtaining information pertaining to purchasing card programs which may be available through the financial institution. The City currently earns rebates and has approximately 70 City assigned purchasing cards with average monthly charges of \$89,000.

2) Armored Car Services

The City is interested in obtaining information about armored car services. Identify the services available as well as any fees that the City may incur. The service must accept checks and cash/coin for delivery to financial institution for deposit services. These services would be needed at the following locations Monday-Friday:

City Hall

368 S Commerce Avenue
Sebring, FL 33870

Utilities

321 N Mango Street
Sebring, FL 33870

Police Department

307 N Ridgewood Drive
Sebring, FL 33870

Sebring Municipal Golf Course

3118 Golfview Road
Sebring, FL 33870

3) Change Delivery Services

The City is interested in the delivery of change. Identify the change services available and any associated fees the City may incur. These services would be needed at the following locations:

City Hall

368 S Commerce Avenue
Sebring, FL 33870

Utilities

321 N Mango Street
Sebring, FL 33870

Police Department

307 N Ridgewood Drive
Sebring, FL 33870

Sebring Municipal Golf Course

3118 Golfview Road
Sebring, FL 33870

4) Other Optional Services

The City is interested in obtaining information and the cost/saving of the other optional services identified by the proposing financial institution.

SECTION 6 – PROPOSAL CRITERIA AND REQUIREMENTS

Proposers shall submit one (1) signed original and three (3) complete copies of the package. One (1) digital/electronic copy will be submitted on a CD-ROM or other electronic media in Adobe Acrobat PDF readable format replicating the content of the paper version of the submission. The digital copy will be an exact duplicate of the paper response submitted. All submissions shall be sealed and delivered to the City of Sebring, Purchasing Department, 368 S. Commerce Avenue, Sebring, Florida 33870 no later than the official RFP due date and time, or as amended by addenda to the RFP. Proposals must be clear, concise, and specific. To facilitate effective evaluation by the City, proposals shall be limited to 67 pages (50 pages plus required forms), excluding sectional dividers, and front and back covers. Proposals which exceed this length will be considered non-responsive and will not be evaluated. Failure to supply the required documentation or failure to address all criteria will be grounds for rejection of the Proposal.

INTRODUCTION OF YOUR ORGANIZATION

(No points)

- 1) Table of Contents (optional)
- 2) Executive Summary (limited to 3 pages)

TAB-A

UNDERSTANDING & APPROACH TO SERVICES

(maximum 25 points)

- 1) Describe understanding of scope of services.
- 2) Describe approach to complete work.
- 3) Describe customer satisfaction and resolution of complaints.

TAB-B

FINANCIAL STRENGTH AND CAPABILITY

(maximum 50 points)

- 1) Provide a statement indicating the financial capability of the institution.
- 2) Provide a statement indicating the institution’s capability to collateralize up to \$5,000,000 of public funds under the state qualified public depository statutes throughout the term of the contract.
- 3) Separately provide audited financial statements for the two (2) most recent fiscal years. Do not include this information in the electronic file. If this information is considered confidential, it must be sealed

and indicated as such. This information will not be counted against the 50-page maximum submittal amount.

TAB-C

QUALIFICATION AND RELEVANT INSTITUTION / STAFF EXPERIENCE (maximum 50 points)

- 1) Insert the completed Form Part A - Banking Services Proposal Form - General Information and requested supporting documentation.

TAB-D

ABILITY TO PROVIDE REQUIRED BANKING SERVICES (maximum 150 points)

- 1) Insert the completed Form Part B - Banking Services Proposal Form – Basic Services Required and requested supporting documentation.

TAB-E

SCHEDULE FOR CONVERSION (maximum 25 points)

- 1) Describe approach to implementing bank conversion, including personnel who will lead and coordinate the financial institution’s efforts and provide training.
- 2) Provide a projected conversion schedule that includes events and timetable, including any associated costs to the City for conversion.

TAB-F

LITIGATION HISTORY (maximum of 25 points)

- 1) Identify any litigation that the financial institution has been involved in over the last five (5) years in which the proposer filed a claim with its professional liability insurance carrier for an amount in excess of \$25,000. Please describe the circumstances and the outcome.

TAB-G

OPTIONAL SERVICES (maximum 50 points)

- 1) Proposers that offer optional services (as outlined in Section 5) may receive additional points.

TAB-H

PRICE PROPOSAL (maximum 125 points)

- 1) Insert the completed Form Part C - Banking Services Proposal Form – Cost of Banking Services and requested supporting documentation.
- 2) Insert the completed Form Part D – Banking Services Proposal Form – Optional Services and supporting documentation.

TAB-I

FORMS (No points)

- 1) Certification forms under Forms Section - Non-Collusion Affidavit of Prime Proposer Submittal Page, Drug-Free Workplace Submittal Page, Insurance Submittal Page and sample copy, Indemnification, and Public Entities Crime Statement.

TAB-J

ADDITIONAL INFORMATION (OPTIONAL)

(No points)

The Proposer may include additional material that the Proposer deems to be pertinent, but not specifically requested pursuant to this RFP. Please note that pages under Tab J count toward the maximum page allowance. Material in this section cannot be substituted for the documents that must be included in the Proposal.

PRESENTATIONS/INTERVIEWS (If Requested by Committee)

(No points)

After preliminary scoring based on the above criteria, presentations/interviews as part of the evaluation process may or may not be requested by the Evaluation Committee. The Committee may invite all or only the top scoring Proposers to provide a presentation (based on preliminary evaluation), on a date to be determined. Key personnel responsible for the City contract and services should be present for the Presentation/Interview. Based on the Presentation/Interview, Proposers will be evaluated and ranked from highest to lowest. Scoring will not be cumulative.

SECTION 7 – EVALUATION CRITERIA

The weighted evaluation criteria below will be used to evaluate Proposals.

EVALUATION	Score 1-5	Weighted Score
UNDERSTANDING & APPROACH TO SERVICES		x5/
FINANCIAL STRENGTH AND CAPABILITY		x10/
QUALIFICATION AND RELEVANT INSTITUTION / STAFF EXPERIENCE		x10/
ABILITY TO PROVIDE REQUIRED BANKING SERVICES		x30/
SCHEDULE FOR CONVERSION		x5/
LITIGATION HISTORY		x5/
OPTIONAL SERVICES		x10/
PRICE PROPOSAL		x25/
Total Points Possible (Ranking 0-5 multiplied by weight) 500 points		
TOTAL SCORE		

Scores will be multiplied by the criterion weight for a weighted score; weighted scores will be totaled for the weighted total score. The criteria will be scored based on the submitted proposals as follows:

SCORING/RATING CHART	Score	Rating
Exceeds the requirements of the criterion in superlative beneficial ways/very desirable	5	Excellent
Meets the requirements of the criterion in ways that are beneficial to the agency needs / desirable	4	Very Good
Meets the requirements of the criterion but in a manner which is not particularly beneficial to the agency needs / sufficient	3	Good
Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas that are not critical /	2	Poor
Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas / deficient	1	Very Poor
Does not satisfy the requirements of the criterion in any manner / unacceptable	0	Unsatisfactory

SECTION 8 – INFORMATION/INSTRUCTIONS TO BIDDERS/PROPOSERS

All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal declares that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Proposer.

The City of Sebring reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposal process and to award a contract(s) in the best interest of the City.

Late submittals will not be considered and are deemed unresponsive. Upon receipt via courier, the submittal becomes property of the City.

FORMS

(16 pages)

*****Attachments to these forms will count in your page total*****

BANKING SERVICES FOR THE CITY OF SEBRING

RFP# 21-009

PART A - BANKING SERVICES PROPOSAL FORM – General Information

1. Name of Financial Institution:

2. Principal location/business address:

3. Federal Tax Identification Number: _____

4. Date institution was chartered: _____

5. What is your financial institution's credit rating? Provide ratings from two (2) nationally recognized credit rating agencies. Provide supporting documentation where necessary.

6. Is the Financial Institution an authorized Florida Public Depository? _____

7. Is the Financial Institution a member of the Federal Reserve System? _____

8. What experience does the institution have in providing banking services to local governments within the last ten (10) years?

9. Attach for reference, a recent list with points of contact, of local governments and/or companies of comparable size and operational complexity to the City of Sebring to which banking services have been provided.

BANKING SERVICES FOR THE CITY OF SEBRING

RFP# 21-009

PART B - BANKING SERVICES PROPOSAL FORM – Basic Services Required

1. Can you provide separate accounts as needed by the City? _____ How many? _____

2. Do you provide a secure online banking package? If yes, describe the requirements for utilization of the financial institution’s internet banking, including browser type and version, operation system (if applicable), and whether client software and/or dedicated hardware is required.

3. Describe how your financial institution administers ACH services. Include the methods by which payroll direct deposit files can be received for deposit to employee accounts, how utility payment files can be processed for drafting customer accounts, how the City can pay vendors, and deadlines for receiving and processing these files. Describe any limitations.

4. Describe your EFT/wire transfer process and the cut-off time for outgoing transfers and your ability to notify the City when the transfer is successfully sent.

5. Attach a listing of branch locations and hours of operation, which can provide depository services and currency and coin to the various City departments.

6. Describe your process for NSF checks. Can you automatically redeposit all checks returned for insufficient funds and electronically notify the City? Will a return item report be available via online banking, which will include ACH and traditional check returns?

7. Does the financial institution process incoming and outgoing wire transfer online in real time as requested by authorized City personnel, if instructions are received by the financial institution by the official deadline established by the Federal Reserve System? Will all incoming wires result in same day credit to the City's accounts?

8. Describe capabilities to process and post all City-related transactions, accepted and/or received by the financial institution on the same day. What is the latest available time the financial institution can receive the transaction to be processed same day?

9. Can you provide the capability to create templates for repetitive wires and ACH transactions with the ability to restrict amount and access for different users within the City?

10. Describe capabilities for providing full or partial account reconciliation via FTP or internet download or other means of information transmission and associated costs.

11. Clearly note any and all services that are or may be provided by a third party.

12. Do you have a disaster recovery plan? Please describe the procedures established for disaster recovery in the event of a system failure or other disaster at the financial institution's primary processing site.

13. Provide a description of additional services offered.

14. Describe other methods or innovative ideas for providing reduced costs, optimized returns and increased cash flows.

15. Is there any acquisition, merger or other corporate change planned in the next 2 years? If so, how will that affect the banking services provided?

BANKING SERVICES FOR THE CITY OF SEBRING

RFP# 21-009

PART C- BANKING SERVICES PROPOSAL FORM – Cost of Banking Services

We have read the Request for Proposal (RFP) for banking services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our ability to meet the criteria and provide the required services shall be scored by the City.

The undersigned hereby declares that we have carefully examined the specifications of banking services for the City of Sebring.

It is understood that all information included in, attached to, or required by the RFP shall become public record, per Chapter 119 F.S., upon delivery to the City unless designated as confidential pursuant to applicable statutory provision.

PART C - BANKING SERVICES PROPOSAL FORM				
	BANKING SERVICES - ACTUAL QUANTITIES FOR MONTH OF MARCH 2021			
Banking Service	Operating Account	Payroll Account	Rate per Service Transaction	Estimated Monthly Cost
DEPOSITORY SERVICES				
Deposits	326	-		
Deposited Items - On-Us & Other Fed	7,359	-		
Returned Deposited Items	5	-		
PAPER DISBURSEMENT SERVICES				
Checks Paid	302	23		
Checks Cashed	3	2		
Positive Pay Items	305	25		
Stop Payment	5	-		
ACH SERVICES				
ACH Originated-Debit	4,398	-		
ACH Originated-Credit	14	585		
ACH Originated-Prenote	93	-		
ACH & Electronic Debits	29	-		
ACH & Electronic Credits	132	-		
ACH Return Item-Debit	17	-		
ACH File	17	3		
ACH Filter/Block Item	161	-		
ACH Notification of Change	2	-		
WIRE SERVICES				
Outgoing Domestic Wire	8	-		
TOTAL ESTIMATED MONTHLY COST				\$

SUBMITTED BY:

(Printed Name)

(Authorized Signature)

(Title)

(Name of Financial Institution)

_____, FL _____
(Business address of Financial Institution) (City) (Zip-Code)

(Telephone)

(Fax)

(Vendor's URL Home Page)

Point of Contact:

(Name)

(Title)

(Office Address)

(Phone)

(Fax)

(E-mail Address)

(Date)

BANKING SERVICES FOR THE CITY OF SEBRING

RFP# 21-009

PART D- BANKING SERVICES PROPOSAL FORM – Optional Services

We have read the Request for Proposal (RFP) for banking services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our ability to meet the criteria and provide the required services shall be scored by the City.

The undersigned hereby declares that we have carefully examined the specifications of banking services for the City of Sebring.

It is understood that all information included in, attached to, or required by the RFP shall become public record, per Chapter 119 Florida Statutes, upon their delivery to the City unless designated as confidential pursuant to applicable statutory provision.

Optional Service Cost Proposal

1. _____

2. _____

3. _____

4. _____

TOTAL PROPOSED MONTHLY COST OF
OPTIONAL SERVICES

\$ _____

SUBMITTED BY:

(Printed Name)

(Authorized Signature)

(Title)

(Name of Financial Institution)

_____, FL _____
(Business address of Financial Institution) (City) (Zip-Code)

(Telephone)

(Fax)

(Vendor's URL Home Page)

Point of Contact:

(Name)

(Title)

(Office Address)

(Phone)

(Fax)

(E-mail Address)

(Date)

**NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER
(SUBMITTAL PAGE)**

State of _____

County of _____

_____, being first duly sworn, deposes and says that:
(Name)

1. He/She is _____ of _____, the Proposer that has
(Title) (Financial Institution)
submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, company or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Date

Proposer's Signature

Notary Signature

My commission expires: _____

(Notary Stamp)

**DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That _____ does:
(Financial Institution 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 employee 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 programs, 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 proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States 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 the person authorized to sign the statement, I certify that this financial institution complies fully with the above requirements.

Proposer's Signature

Date

**INSURANCE
(SUBMITTAL PAGE)**

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the contract, will provide all insurance coverage as required in RFP #21-009.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker’s Compensation policies will contain waiver of subrogation in favor of the City

A “sample” copy of Proposer’s Certificate of Liability Insurance (Copy of Accord Form) is attached.

Financial Institution Name

Proposer’s Signature

Date

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable. This indemnification is limited to \$10,000,000.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

NAME: _____

TITLE: _____

BY: _____

DATE: _____

Signature of Owner or Officer

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me on _____ (date)
by _____ (name of individual), who is personally known to me or has
produced satisfactory evidence of their identity,
as _____ (type of authority)
who represent that (he or she) are authorized to act on behalf of _____
(financial institution).

Notary Signature

My commission expires: _____

(Notary Stamp)

**SWORN STATEMENT PURSUANT TO
FLORIDA STATUTES SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to City of Sebring
[print name of the public entity]

by _____

for _____
[print individual's name and title]

[print name of entity submitting sworn statement]

whose business address is _____

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

of the individual signing this sworn statement is _____

2. 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or

- 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" included 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.

5. 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 contract and which bids or applies to bid on contracts 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT

IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me on _____ (date)
by _____ (name of individual), who is personally known to me or has
produced satisfactory evidence of their identity,
as _____ (type of authority)
who represent that (he or she) are authorized to act on behalf of _____
(financial institution).

Notary Signature

My commission expires: _____

(Notary Stamp)