

# REQUEST FOR PROPOSALS FOR THE CITY OF FORT WALTON BEACH

## RFP #18-015 Banking and Procurement Card Services



**Issued By:**

**Purchasing Division  
105 Miracle Strip Pkwy, SW  
Fort Walton Beach, Florida 32548  
(850) 833-9523  
Fax (850) 833-9643  
Website: <http://www.fwb.org>**

**Date of Issue: April 5, 2018**

City of Fort Walton Beach, Purchasing Division  
 105 Miracle Strip Pkwy, SW  
 Fort Walton Beach, Florida, 32548  
 850-833-9523



<b>REQUEST FOR PROPOSAL</b>	
<b>RFP 18-015 – Banking &amp; Procurement Card Services</b>	
Posting Date	April 5, 2018
Purchasing Contact	Giuliana Scott, CPPB, Purchasing Agent 850-833-9523 / <a href="mailto:gscott@FWB.org">gscott@FWB.org</a>
<b>Opening Date &amp; Time</b>	<b>May 15, 2018, 2:30 PM, CST</b>
Bid Opening Location	City Hall Annex Building, Purchasing Div., 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL 32548
<u>Submission Information:</u> Proposals must be sealed and reference the RFP Number, Title, & Opening Date & Time on the outside envelope.	<u>Mail to:</u> Purchasing Division 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL, 32548

The City of Fort Walton Beach, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications, and conditions set forth in this request are incorporated by reference in your response. Proposals will not be accepted unless all conditions have been met. The City is not responsible for lost or late delivery of proposals by any delivery service used by the Proposer. Proposals may not be withdrawn for a period of ninety (90) days after the RFP opening unless otherwise specified.

Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below. ANY SUCH UNAUTHORIZED CONTACT MAY RESULT IN THE DISQUALIFICATION OF THE RESPONDENTS SUBMITTAL.

It is the intent and purpose of the City of Fort Walton Beach that this Request for Proposal promotes competitive proposals. It shall be the proposer's responsibility to advise the Purchasing Department at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single service provider. Such notification must be submitted in writing and must be received by the Purchasing Department no later than ten (10) days prior to the proposal opening date.

#### **PURCHASING CONTACT FOR THIS PROPOSAL:**

Giuliana Scott, CPPB, Purchasing Agent  
 Phone: 850-833-9523  
 Fax: 850-833-9643  
 Email: [gscott@FWB.org](mailto:gscott@FWB.org)

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**STANDARD FORMS**

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

- 1. PROPOSER’S ACKNOWLEDGEMENT
- 2. PROPOSER’S CERTIFICATION
- 3. ADDENDUM PAGE
- 4. REFERENCES
- 5. DRUG FREE WORKPLACE
- 6. PUBLIC ENTITY CRIMES FORM

**SPECIFIC FORMS / INFO REQUESTED:**

- 1. EXHIBITS A THRU C – FEE SCHEDULE, SVC WORKSHEET, EXCEPTIONS
- 2. RESPONDENT’S SAMPLE “SERVICE AGREEMENT”
- 3. AVAILABILITY SCHEDULE (see Section 4.6.3.3 – pg 29)
- 3. CERTIFICATIONS

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

**PROPOSER’S ACKNOWLEDGEMENT FORM – RFP 18-015**

The following must be completed, signed, and returned as part of your proposal. Proposals will not be accepted without this form, signed by the authorized agent of the bidder.

Company Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**I agree to abide by all Terms & Conditions of this RFP and certify that I am authorized to sign this RFP for the Bidder.**

Signature \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**PROPOSER’S CERTIFICATION – RFP 18-015**

I have carefully examined the Request for Proposal, Instructions to Proposers, General and Special Conditions, Vendor's Notes, Scope of Work, proposed agreement and any other documents accompanying or made a part of this Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

BY: \_\_\_\_\_  
SIGNATURE (ORIGINAL – blue or black ink)

\_\_\_\_\_  
NAME & TITLE (type or print)

\_\_\_\_\_  
EMAIL ADDRESS (type or print)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

( ) \_\_\_\_\_  
TELEPHONE NUMBER

( ) \_\_\_\_\_  
FAX NUMBER

Acknowledged & subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_, as the \_\_\_\_\_ of  
[business] \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary  
Notary Public, State of \_\_\_\_\_

Personally Known \_\_\_\_\_ -OR- Produced Identification of: \_\_\_\_\_

**ADDENDUM PAGE RFP #18-015**

The undersigned acknowledges receipt of the following addenda to the Documents  
(Give number and date of each):

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SCOPE OF WORK IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.**

\_\_\_\_\_  
NAME OF BUSINESS

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
NAME & TITLE (type or print)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

( ) \_\_\_\_\_  
TELEPHONE NUMBER

( ) \_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
DATE

**REFERENCES RFP 18-015**

Bidder shall submit as a part of the bid package, six (6) business references with name of the business, address, contact person, and telephone number. **All references shall be for similar projects completed within the last five (5) years.**

REGARDING PROPOSER: \_\_\_\_\_ (Pg 1 of 2)

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:

REGARDING PROPOSER: \_\_\_\_\_ (Pg 2 of 2)

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:

**DRUG-FREE WORKPLACE FORM RFP 18-015**

The undersigned vendor, on \_\_\_\_\_, 2018, in accordance with Section 287.087, Florida Statutes, certifies that [company] \_\_\_\_\_ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug 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 Paragraphs 1 through 5.

**Check one:**

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

\_\_\_\_\_ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

**PUBLIC ENTITY CRIME FORM – RFP 18-015**

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

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

This sworn statement is submitted with Proposal, Proposal or Contract # \_\_\_\_\_

This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

I understand that a "public entity crime" as defined in Paragraph 287.133(a)(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 proposal or contract for goods or services to be provided to any public entity or any 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.

I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means 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 records 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.

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

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 the state or of the United States with the legal power to enter into a binding contract for 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.

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 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. (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 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.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission expires

## 1.0 GENERAL TERMS & CONDITIONS OF PROPOSALS AND CONTRACT:

1.1 PUBLIC OPENING: All proposals will be publicly opened and the list of proposers read aloud in the Purchasing Division at City Hall Annex Building, 105 Miracle Strip Pkwy SW, Fort Walton Beach, FL at the time specified and will be made available for public inspection within THIRTY (30) days after the proposal opening or when an award decision is made, whichever is earlier.

1.2 AMERICANS WITH DISABILITIES ACT: AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk, 107 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548, (850) 833-9509, at least seven (7) days before the date on which the accommodation is requested.

1.3 CONTRACT REQUIRED: The City and the successful proposer shall enter into a Contract for Services that will include, but not be limited to, and may be superseded by such Contract, the following terms and conditions.

- 1.3.1 Independent Contractor Status; Indemnity: At all times the Respondent will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
- 1.3.2 Copyrighted, Confidential Information: If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit, or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.
- 1.3.3 Time Is Of the Essence: A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer will conduct all required work diligently and as specified by the City.
- 1.3.4 Assignment: The successful proposer may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

- 1.3.5 Termination for Convenience: The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Proposer for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Proposer for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Proposer, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.
- 1.3.6 Termination for Default: The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.
- 1.3.7 Failure To Execute Contract: Failure of the successful proposer to enter into a contract in the prescribed time may be cause for cancellation of the award to that proposer. In the event the award is cancelled, the award may then be made to the second lowest responsive and responsible proposer, or the City may reject all of the proposals. Contractors who default are subject to suspension and/or removal from the City's Proposers List.
- 1.3.8 Fiscal Year Funding Appropriation: Unless otherwise provided by this request, the contract for supplies or services may be entered into for a one year period of time. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.
- 1.3.9 Right To Audit Records: The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

1.3.10 **PUBLIC RECORDS**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK – CITY OF FORT WALTON BEACH**  
**107 MIRACLE STRIP PARKWAY SW**  
**FORT WALTON BEACH, FLORIDA 32548**  
**850-833-9509**  
[clerk@fwb.org](mailto:clerk@fwb.org)

- 1.3.10.1 Winning Proposer shall keep and maintain public records required by the City to perform the services contained in this Contract. Upon request from the City's custodian of public records, Winning Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 1.3.10.2 Winning Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Winning Proposer does not transfer the records to the City.
- 1.3.10.3 Upon completion of the contract, Winning Proposer shall transfer, at no cost, to the City all public records in possession of the Winning Proposer or keep and maintain public records required by the City to perform the service. If Winning Proposer transfers all public records to the City upon completion of the contract, Winning Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Winning Proposer keeps and maintains public records upon completion of the contract, Winning Proposer shall meet all applicable requirements for retaining public records.
- 1.3.10.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 1.3.10.5 Failure of Winning Proposer to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 1.3.10.6 If Winning Proposer fails to provide the public records to the City within a reasonable time Winning Proposer may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Winning Proposer has

unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

- 1.3.11 Severability: If any provision of the contract resulting from this RFP, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.
- 1.3.12 Governing Law & Venue: This RFP and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. City and Proposer hereby agree that this RFP and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Okaloosa County, Florida.

1.4 **PROPOSER'S CERTIFICATION FORM**: Each proposer shall complete the "Proposer's Certification" form included with this Request for Proposal, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals may be rejected if the Proposer's Certification is not submitted with the proposal.

1.5 **PUBLIC ENTITY CRIMES**: A person or affiliate, as defined in Chapter 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Chapter 287.01 of the Florida Statutes for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

1.6 **SIMILAR PROJECTS & REFERENCES**: Proposers shall supply a list and description of at least four (4) similar clients over the past five (5) years, along with the contact information of the client.

1.7 **DRUG FREE WORKPLACE CERTIFICATION**: By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with Chapter 287.087 of the Florida Statutes.

## 1.8 FLORIDA PROMPT PAYMENT ACT:

- 1.8.1 Proper Invoice: For purposes of billing submission and payment procedures, a proper invoice by a contractor, vendor or other invoicing party shall include at least the following information:
- 1.8.1.1 Description, including quantity, of the goods or services provided to the City reasonably sufficient to identify the goods or services.
  - 1.8.1.2 Amount due, applicable discounts, and the terms of payment.
  - 1.8.1.3 Full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute, a mailing address for payment purposes (if they are different) and a telephone number.
  - 1.8.1.4 The purchase order or contract number as supplied by the City.
  - 1.8.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided.
- 1.8.2 Delivery of Invoice: All invoices, to be considered a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Fort Walton Beach, 107 Miracle Strip Parkway, SW, Fort Walton Beach, Florida, 32548.
- 1.8.3 Delivery Acceptance Required: An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods/services to the correct City office, division, or department, acceptance by the City of the goods/services, and the contractor has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.
- 1.8.4 Invoice Dispute Procedure: If there is a dispute between the City and contractor regarding an invoice, the City or contractor may initiate this invoice dispute procedure. Either party can initiate the dispute procedure, by providing the other party, in writing, notice of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Finance Director. The Finance Director shall review all materials and information and conduct a meeting with the contractor and the responsible City office, division, or department. The proceeding to resolve the dispute shall be commenced no later than 45 days after the date on which the payment request or proper invoice was received by the City. The Finance Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute.

1.9 **CONFLICT OF INTEREST**: The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this request for proposal.

- 1.9.1 All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City Fort Walton Beach.
- 1.9.2 Further, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in ten percent (10%) or more in the Proposer's firm or any of its branches.
- 1.9.3 Should the awarded Proposer permanently or temporarily hire any City employee who is, or has been, directly involved with the Proposer prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the City.

1.10 **PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES:** The submission of any proposal in response to this Request for Proposals constitutes a proposal made under the same terms and conditions, for the same contract prices and/or fee schedules to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer within the proposal documents.

1.11 **USE OF CONTRACT BY OTHER AGENCIES:** Under the Florida Interlocal Cooperation Act of 1969, public agencies may engage in cooperative purchasing agreements and intergovernmental agreements and contracts.

- 1.11.1 At the option of the Vendor/Proposer, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, other counties, and cities.
- 1.11.2 The submission of any bid in response to this Request for Proposals constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposing bidder on the bid sheet.
- 1.11.3 Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this bid.

1.12 **INSURANCE & PERFORMANCE BONDS:** Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be in effect for the term of the contract. Should a Contractor fail to provide acceptable evidence of current insurance and/or a performance bond within seven (7) days before the expiration date of an insurance policy or bond, the City shall have the right to terminate the Contract.

**1.13 PERFORMANCE BOND REQUIREMENTS: THE WINNING PROPOSER SHALL BE REQUIRED TO PROVIDE A COPY OF PERFORMANCE BONDS PRIOR TO START OF THE CONTRACT.**

- 1.13.1 Performance Bond equal to one hundred percent (100%) of the Contract price will be required.
- 1.13.2 Performance Bond shall accompany the contract, be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract, by date.
- 1.13.3 Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570 entitled "Surety Companies Acceptable on Federal Bonds" or otherwise acceptable to the City.

1.14 INSURANCE: Proposers must be eligible for and provide evidence of insurance coverage, which equals or exceeds the City's minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract.

1.14.1 Workers Compensation

- 1.14.1.1 Coverage A: in conformity with Florida Statute 440
- 1.14.1.2 Coverage B: \$500,000/\$500,000/\$500,000

1.14.2 Commercial General Liability\*

Each occurrence for:

- 1.14.2.1 Bodily Injury/ Property Damage: \$1,000,000
- 1.14.2.2 Personal and Advertising Injury: \$1,000,000
- 1.14.2.3 Products/Completed Operations Aggregate: \$2,000,000
- 1.14.2.4 General Aggregate: \$2,000,000
- 1.14.2.5 Fire Damage: \$100,000
- 1.14.2.6 Medical Payments: \$10,000
- 1.14.2.7 Contractual Liability where applicable

**\* Commercial General Liability must be on a comprehensive basis, including Personal Injury Liability, Products/Completed Operations, and must show City of Fort Walton Beach as an additional named insured with respect to these coverages.**

1.14.3 Business Automobile Liability

- 1.14.3.1 Combined Single Limit: \$1,000,000

1.14.4 Umbrella \$1,000,000 each occurrence / \$1,000,000 aggregate

1.14.5 Policy Provisions

- 1.14.5.1 The City of Fort Walton Beach shall be an additional insured under any General Liability, Business Auto, and Umbrella Policies using an ISO Additional Insured Endorsement form CG2013 or its equivalent.

- 1.14.5.2 Coverage shall apply as Primary and non-contributory.
- 1.14.5.3 Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.
- 1.14.5.4 Notice will be delivered in accordance to Policy Provisions.

1.14.6 Errors & Omissions/Professional Liability

- 1.14.6.1 Limit: \$1,000,000

- 1.15 LEGAL REQUIREMENTS: Federal, State, County and local laws, ordinances, rules, and regulations apply, that in any manner affect the items covered herein. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.
- 1.16 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT: Vendors doing business with the City are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: Employment practices, rates of pay or other compensation methods, and training selection.

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## 2.0 SPECIAL TERMS & CONDITIONS OF PROPOSALS AND CONTRACT

2.1 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS: The City reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.2 INCURRED EXPENSES: The City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFP.

2.3 INTERVIEWS: A formal oral presentation will be required of each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit or otherwise demonstrate the information contained therein.

2.4 PROPOSALS BINDING: All proposals submitted shall be binding for ninety (90) calendar days following the proposal opening.

2.5 ALTERNATE PROPOSALS: An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. The City will, during the initial evaluation process, consider all alternate proposals submitted.

2.6 ADDENDUM AND AMENDMENT TO REQUEST FOR PROPOSAL: If it is necessary to revise or amend any part of this RFP, the Purchasing Agent will post the addendum on the Florida Proposal System website at [www.BidNetDirect.com/Florida](http://www.BidNetDirect.com/Florida) and/or on the City's website at [www.FWB.org/Purchasing](http://www.FWB.org/Purchasing). It is the Proposer's responsibility, prior to submitting a proposal, to ascertain if any addenda have been issued, to obtain all such addenda, and to return any executed addenda with the proposal (or complete and sign addenda acknowledgement form). *The failure of a Proposer to submit acknowledgment of any addenda that materially affects the proposal is considered a major irregularity and will be cause for rejection of the proposal.*

2.7 PROPRIETARY INFORMATION: In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that RFP's and the responses thereto are public records and subject to public inspection. If a proposer believes that any information contained in a proposal is confidential or proprietary and exempt from public disclosure, the proposer shall identify specifically any such information contained in their proposals and cite specifically the applicable exempting law.

2.8 PROPERTY OF THE CITY: All proposals received from proposers in response to this RFP will become the property of the City of Fort Walton Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

2.9 LOCAL MERCHANT PREFERENCE: In accordance with Section 4.01.02 of the City of Fort Walton Beach Code of Ordinances, in operating within the policy of purchasing

quality to suit the intended purpose at the least expense, every effort will be made to purchase from merchants located within the City.

- 2.9.1 If all bids/proposals received in response to a competitive procurement are for the same total amount or unit price, quality and service being equal, the procurement shall be awarded to the local merchant.
- 2.9.2 Local Merchant will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a local merchant, as defined in Section 2.18 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.
- 2.9.2 Exception to this Local Merchant Preference policy shall apply to:
  - 2.9.2.1 Purchases or contracts made under an emergency situation, as defined by Section 2.14 of the City's Purchasing Policies and Procedures.
  - 2.9.2.2 Purchases funded in whole or part by a governmental agency (grant purchases).
- 2.9.3 The City Council may waive application of the local merchant preference.

2.10 **MINORITY-OWNED / WOMAN-OWNED / SERVICE DISABLED VETERAN-OWNED/VETERAN-OWNED BUSINESS ENTERPRISE:** Certification as a MBE/WOB/SDVOB/VOB will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a Minority Business Enterprise, as defined in Section 2.20 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

2.11 **CONTRACT AWARD:** The Proposer's proposal must be complete to be considered for award.

- 2.11.1 The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
- 2.11.2 The City reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.
- 2.11.3 The City reserves the right to evaluate proposals and award a contract without negotiations with proposers. Therefore, the proposer's initial offer should contain the best terms from a cost or price and technical standpoint.
- 2.11.4 The City reserves the right to acquire services for specific activities outside the scope of this RFP and the resulting contract executed hereunder.

- 2.11.3 It is the City's intent to make an award within ninety (90) working days of the proposal due date.
- 2.11.4 Award, if made, will be in accordance with the terms and conditions herein and shall be in the form of a Contract. Awarded vendor will be given the City's contract compliance document to complete and return within thirty (30) calendar days of contract award.

2.12 RESPONSE TO RFP:

2.12.1 Contact Restrictions for Proposers: All questions or requests for additional information regarding this proposal MUST be directed to the designated Purchasing Agent indicated below. Prospective Proposers shall not contact any member of the City Manager's Office, other City employees or Evaluation Committee members regarding this proposal prior to award recommendation by City Council and posting of the final tabulation on the City's Website at [www.fwb.org](http://www.fwb.org). Any such contact shall be cause for rejection of your proposal.

2.12.2 All proposers shall direct communications and inquiries to:

**Giuliana Scott, CPPB, Purchasing Agent**  
**City of Fort Walton Beach**  
**105 Miracle Strip Pkwy. SW**  
**Fort Walton Beach, FL 32548**  
**Phone: (850) 833-9523**                      **Fax: (850) 833-9643**  
**Email: [gscott@FWB.org](mailto:gscott@FWB.org)**

2.12.3 Cut out and use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a "Sealed Bid".



**Deliver to: Purchasing Agent – City Hall Annex Building**  
**City of Fort Walton Beach**  
**105 Miracle Strip Pkwy SW**  
**Fort Walton Beach, FL 32548**

**SEALED BID DO NOT OPEN**

**SEALED RFP#: 18-015**  
**RFP TITLE: Banking and Procurement Card Services**  
**DUE DATE/TIME: 05/15/2018 2:30 PM – Central Time**

2.13 PRE-PROPOSAL CONFERENCE MEETING: N/A.

2.14 VENDOR PROTESTS: Proposers or Respondents who do not agree with the City Council's recommendation for award are afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division within three (3) business days after notice of award.

2.15 NEGOTIATIONS

2.15.1 The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

2.15.2 The City reserves the right to enter into contract negotiations with the selected Proposer.

2.15.3 Should the City be unable to negotiate a satisfactory contract with the highest ranked firm at a price the City determines to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated.

2.15.4 The City shall then undertake negotiations with the second highest ranked firm. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

2.15.5 If no satisfactory contract can be negotiated with any of the firms, the City Manager will recommend to the City Council that all proposals be rejected.

2.16 PERFORMANCE SCHEDULE: The winning respondent shall commence performance within sixty (60) days of award of Contract.

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### 3.0 SUBMISSION REQUIREMENTS:

3.1 **Copies:** Submit one original and four hard copies (a total of five), with one electronic copy (CD or flash drive). Electronic copy must be in PDF format and include Respondent's entire Proposal. Exhibits and attachments may be separate, but must also be in PDF format.

3.2 **Economy of Preparation:** Proposals shall be as brief and to the point as possible while still meeting proposal requirements.

3.3 **Service Agreement:** If respondent requires a "Service Agreement", respondent must provide a sample agreement with the proposal to be considered responsive.

3.4 **PROPOSAL LAYOUT/CONTENT:** To standardize responses and simplify the comparison and evaluation of the responses, all proposals must be organized in the manner set forth below, separated into sections, and appropriately labeled.

- All information and materials requested shall be provided in the proposal under a single cover, on 8-1/2" x 11" paper bound on one side.
- Expensive papers and bindings are discouraged since no materials will be returned to the Proposer.

3.4.1 **Title Page:**

Show the name of proposer's agency/firm, address, telephone number, name of contact person, date, and the subject: **Request for Proposal – Banking and Procurement Card Services, RFP 18-015.**

3.4.2 **Table of Contents:**

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

3.4.3 **Letter of Transmittal – Limit to one or two pages:**

- Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work.
- Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers.

3.4.4 **General Information - Limit to one page:**

- Name of business.
- Mailing Address/Phone Number.
- Point of Contact: Names of persons to be contacted for information or services if different from name of person in charge. Please provide the name of a designated account executive, as well as an alternate. The designated account executives must have the authority to make timely decisions in the normal course of business on their own, without having to refer to other people within the bank.
- Hours of business.

- Give the date the business was organized and/or incorporated, and where.
- Indicate whether the business is a parent or subsidiary in a group of firms/agencies.
- Office location from which the work is to be done and the number of professional staff employees at the office.
- Licensing/Permits - State if the business is licensed, permitted and/or certified to do business in the State of Florida, and **attach copies of all such licenses issued to the business entity.**
- Provide a statement from the firm which states, to the best of its knowledge, that there are no circumstances that shall cause a conflict of interest in performing services for the City of Fort Walton Beach.

3.4.5 Pricing:

3.4.5.1 **Proposers must provide total annual costs on Exhibit A.** Exhibit A must capture all annual costs and per item costs associated with providing banking and Procurement Card services as detailed in the “Scope of Services” section of this RFP.

3.4.5.2 **Prices for services not outlined in the “Scope of Services” section of this RFP should be provided on Exhibit C and not included on Exhibits A or B.**

3.4.6 Minimum Qualifications (3 - 5 pages max):

3.4.6.1 Proposers must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements as outlined in Section IV – MINIMUM QUALIFICATIONS – of this RFP. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation shall not be considered for award. If a prescribed format or required documentation for the response to minimum qualification requirements is stated, proposers must use the format and supply the documentation.

3.4.6.2 Provide a narrative describing the organization, including history, structure, management, and other applicable information.

3.4.6.3 Provide evidence as to the proposer's experience in providing Banking and Procurement Card Services for the last three (3) years.

3.4.6.4 Provide at least six (6) professional references from clients for whom your organization has provided Banking and Procurement Card services similar in scope to this RFP.

#### 4.0 SCOPE OF SERVICES – PURPOSE, OVERVIEW, RFP SCHEDULE, TERM:

4.1 PURPOSE: The City of Fort Walton Beach, as the custodian of the City funds (Article VIII, Sec 2 (b) of the Florida Constitution) is currently seeking proposals from qualified public depositories [Chapter 280, Section 2(26) Florida Statutes] interested in providing comprehensive banking and Procurement Card services to the City.

4.1.1 The City desires to establish a banking relationship with a qualified bank to provide the services described in this Request for Proposals (RFP). It is essential that the awarded bank and the City maintain open and frequent two-way communication, provide and receive timely responses, establish services and service levels by contract or written agreement, provide and receive fair pricing and compensation, and maintain high ethical standards.

4.1.2 Key considerations in the proposal review will be Customer Service, Financial Strength and Technological Innovations.

4.2 OVERVIEW: The objective of the City is to secure the most efficient and effective Banking and Procurement Card services while maintaining sufficient liquidity and protection of all the funds entrusted to the City, and enhance revenue opportunities through procurement card rebates. The City may award a contract to the best service provider based on the qualifications presented, which may not offer the lowest prices for services. The City reserves the right to not award some or all of the services contemplated herein.

4.2.1 The City of Fort Walton Beach is a full service City that employees approximately 320 staff members. The annual budget for the City is \$41.6 million for the Fiscal Year 2017-18. The anticipated FY 2018-19 budget will continue at approximately the same level.

4.2.3 This RFP refers to anticipated number of transactions required, based on past transaction history. Although this is the City's average volumes over the past twelve months, the City cannot guarantee that such will be the monthly transaction volumes.

4.2.3 The City intends to enter into a contract for all requested services with a single bank for the life of the contract.

4.3 RFP SCHEDULE: The following identifies the RFP process schedule:

<b>PROPOSED RFP SCHEDULE</b>	<b>DATE</b>
Request for Proposals Issued	April 5, 2018
Proposals Due	May 15, 2018
Evaluation Committee Meeting (tentative)	May 30, 2018
Presentations	June, 2018
City Council Meeting (approve award) (tentative dates)	June 12 or 26, 2018

4.4 SCHEDULE/TERM: All services, unless otherwise specified or agreed to in advance, are to be performed as outlined in this RFP, for a period of three (3) years, starting within sixty (60) days of award of the RFP and continuing through September 30, 2021; with an option to renew for two (2) additional three (3) year periods for a maximum of nine (9) years, if mutually agreed upon by both parties.

4.4.1 Renewals will be based on mutual agreement with negotiated changes.

4.4.2 A proposing bank must submit its implementation schedule as part of its response.

4.5 MINIMUM QUALIFICATIONS - **PROPOSALS SHALL ONLY BE CONSIDERED FROM BANKS THAT MEET THE FOLLOWING and document that they have met the minimum qualifications:**

4.5.1 Qualified Public Depository: Be currently designated as a “Qualified Public Depository” under the Florida Security for Public Deposits Act (Chapter 280, Florida Statutes) at the time of the proposal, and maintain such status throughout the life of the contract resulting from this RFP.

4.5.1.1 A proposing bank must provide evidence of its status as a qualified public depository.

4.5.1.2 Proposer will be required annually to show proof of the Qualified Public Depository designation; and will immediately notify the City of any anticipated or actual loss of designation.

4.5.2 Physical home office/branch FWB location: Provide address of its home office or a full service branch within the City limits of Fort Walton Beach. Local Merchant Preference scoring of 5 points will be awarded to any proposer whose corporate headquarters are located within the City limits of Fort Walton Beach.

4.5.3 Financial Statements: Proposal shall include one (1) set of financial statements for the past two (2) years including an auditor’s unqualified opinion and appropriate notes to the financial statements.

4.5.4 *Proposers must provide evidence in their proposals which demonstrate their satisfaction of these minimum requirements.*

4.6 SCOPE OF SERVICES: A proposing bank should affirm its ability to provide the following specified services or should note any exceptions(s) to the Scope of Services in its proposal. Banks are invited to propose reasonable alternative banking services, and related pricing, to the requested services.

4.6.1 Bank Service Charges: It is the intent of the City that a single bank provide all the banking and Procurement Card services specified in this proposal. It is expected that the service agreement include all costs as defined on **Exhibit A** or as further negotiated by proposals to improve the current services requested.

- The numbers reported on **Exhibit A** are the City’s best estimate of the average expected volume and the City in no way guarantees these as minimum or maximum volumes.

- The amounts reported on **Exhibit A** are based on current account structures which include one (1) account for our main Operating funds and one (1) account for Payroll.
    - The City does maintain investment accounts in various banks. Only the accounts listed above are included in this proposal.
- 4.6.2 Account Structure: The City desires to have two (2) accounts consisting of: Operating and Payroll:
- 4.6.2.1 Operating Account: This account will be used as the City's general operating account. This account will contain all cash balances and deposits in the form of cash, checks, book transfers, ACH receipts and disbursements, and credit and debit cards. Generally, but not always, accounts payable checks are processed on Thursday and disbursed on Friday.
- 4.6.2.2 Payroll Account: This account will be used solely to process payroll disbursements to employees. Biweekly, on Friday, or other days during holiday periods or disasters, payroll checks and direct deposit disbursements are charged to this account.
- There will not be any direct deposits into this account, except for the Bank transfer from the Operating Account to cover the payroll disbursements.
- 4.6.2.3 Other Accounts: Other accounts may be established over the contract term by the City. These accounts will function essentially the same as the accounts indicated above.
- 4.6.2.4 Transfers: Transfers between the accounts will be charged to the City only as transfers and not also as items deposited and checks paid. All transfers will take place upon initiation by the City.
- 4.6.3 Availability of Funds: The City's goal is to maximize fund availability. In order to accomplish this goal, the successful bank should meet the following minimum requirements.
- 4.6.3.1 Deposit Deadline: Deposits will be made daily. If your bank has adopted an earlier or later cutoff time than 2:00 p.m., please note this exception on Exhibit B. Proposing banks should provide deposit deadline schedules for each of its locations.
- 4.6.3.2 Incoming Wire Transfers: Wire transfers should receive credit on receipt and same day availability. ACH credits shall be memo posted immediately, receive same day ledger credit, and same day availability. Bank credits representing return of funds from an overnight sweep arrangement shall receive ledger credit by 9:00 a.m. and same day availability.
- 4.6.3.3 All other checks will be based on the awarded bank's "availability schedule." **Proposing banks are required to attach a copy of their current "availability schedule" to the proposal.** Awarded Bank agrees to notify the Finance Director, in writing, of any changes to the schedule.

#### 4.6.4 Wire Transfers:

4.6.4.1 Incoming: The City intends to carefully monitor the time of receipt for all wire transfers. Continued delay in receipt of wire transfers for which the bank is at fault may constitute sufficient cause for termination of the service contract.

4.6.4.2 Outgoing: The awarded bank agrees to make timely execution (within two hours) of any orders for outgoing wire transfers. The City agrees to initiate outgoing wire transfers through the internet link or by fax, prior to 2:00 p.m. Wire transfers ordered by 2:00 p.m. and not received by the destination party by 5:00 p.m. will be traced by the bank from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made for any lost interest, or charges resulting from a “fail” to consummate an investment transaction. The bank agrees to promptly notify the City’s designated contact of any wire failures by telephone.

4.6.5 Electronic Banking: The successful bank will be required to provide web-based banking for each account. The web-based services should include, but not be limited to, the following:

4.6.5.1 Daily Balance Information: Ledger balance, available (or collected) balance, summary of debit and credit postings, details of incoming and outgoing wire transfers and ACH postings, review capabilities for all checks paid (front and back of check) and all items included with each deposit, and monthly account statements.

4.6.5.2 Wire Transfer Capabilities: The City will use the internet connection to initiate and monitor wire transfers, including transfers between other City accounts. The City requires multi-tiered security access. Please indicate the ability of the bank to provide this security access.

4.6.5.3 Stop payments: The City will use the internet connection to initiate any stop payments on checks that have been issued. All stop payments should take place within 24 hours of placement by the City.

4.6.5.4 ACH transactions: The City will use the internet connection to initiate ACH transactions for direct deposit of payroll and will monitor incoming debits and credits.

4.6.6 Statement and Advice Frequency: Individual monthly bank statements must be for the full calendar month.

4.6.6.1 Statements may be made available on the web-based service, CD Rom, or in paper form.

4.6.6.2 Statements should be available no later than the 4th business day of the following month for pick up or download.

4.6.6.3 A Monthly Service Charge Report/Account Analysis for a particular month will be completed and faxed, emailed, or delivered to the Finance Department no later than the 8th business day of the following month.

- 4.6.7 Designated Account Executive: The City requests that proposing banks provide the name of a designated account executive, as well as an alternate. The designated account executives must have the authority to make timely decisions in the normal course of business on their own, without having to refer to other people within the bank.
- 4.6.8 Other Banking Services and Conditions:
- 4.6.8.1 Return Items: All returned items should be automatically re-deposited a second time. Returned items a second time should be forwarded to the Finance Department's Comptroller.
- 4.6.8.2 Date Legend: The City imprints its checks with the date legend, "Void after 90 days". The successful bank should indicate that it agrees to the standard of 'reasonable care' in honoring date legended checks and agrees to stop payment on such checks in violation of the legend.
- 4.6.8.3 Fees: At no time will any charges be applied against any of the accounts established through this RFP. All charges will be paid through a compensating balance or by direct fee, at the option of the City. Should the City desire to add services not contemplated in this RFP, those charges will be covered by the compensating balance or by direct fee, at the option of the City. **Unless agreed to by the City, your proposal will contain all the costs associated with providing Banking and Procurement Card services, as requested, to the City, on Exhibit A.**
- 4.6.8.4 Errors: All debit and credit memos required to adjust errors caused by the Bank will not be charged to the City. All deposit errors must be accompanied by a copy of the particular deposit slip. All bank errors must be corrected within three (3) business days of notification by the City.
- 4.6.8.5 Coins & Currency: Coins and currency are occasionally requested by various locations within the City. Please provide a standard fee for providing this service as needed.
- 4.6.8.6 Automatic Withdrawal Payments: The City's Water & Sewer Department allows automatic withdrawal of payments from the customer's bank account. At the present time, four (4) cycles are processed each month with between 400 to 450 customers in each run.
- 4.6.8.7 Employee Direct Deposit: The City uses direct deposit for its employees (approximately 330) and those amounts are reflected in Exhibit D.
- 4.6.8.8 The Bank agrees to respond to all inquiries within 72 hours.
- 4.6.8.9 Workplace Banking: To facilitate use of direct deposit and other services, the proposing bank should provide a checking account and a savings account for any Council Member, Charter Officer, City employee and City retiree, preferably with no maintenance fees, no minimum balance requirements, and a no fee check and ATM card. If a fee is charged, the fee should be disclosed.
- 4.6.9.10 Interest Rate: The interest rate specified for the overnight investment proposed by banks shall be included as part of the proposal and may be subject to negotiation. **Exceptions to this specified rate must be placed**

**on Exhibit C**, along with a one year history of the rate that is proposed. Proposing banks are requested to specify the basis point reduction and fees associated with the proposed investment type such that the gross to net spread can be easily determined.

4.6.9.11 The City wishes to implement additional fraud protection over the City's checks utilizing positive pay services, with a "no-pay default" option.

4.6.9 Procurement Card Services:

4.6.9.1 The City has provided a current vendor usage report for spend analysis, Exhibit D.

4.6.9.2 The City currently has a Commercial Credit Card Program that will be replaced by the Procurement Card Services. The addition of the Procurement Card Services is intended to supplement the purchasing process, not to replace the current purchasing order system.

4.6.9.3 The City seeks to integrate procurement card transactions with the general ledger and thereby reduce the need for keying transactions each month and to reduce paper documents.

4.6.9.4 The following controls and restrictions should be available at the individual card level:

- Single transaction dollar limit
- Velocity limits
- Maximum dollar limits per period
- MCC Code Restrictions

4.6.9.5 The proposal should provide detailed information on the web based system used for the procurement cards, as well as training available to the City on the use of the system.

4.6.9.6 The proposal should indicated if the institution has an established program to recruit new businesses when notified by the City that the procurement card was not accepted by a particular vendor.

4.6.9.7 The proposal shall detail the structure for payment of the volume-based rebates to entities based upon their usage of procurement cards. Please specify whether the rebate will be submitted to the City in the form of cash or through some other rebate mechanism.

4.6.10 Credit Card Processing: The City currently utilizes Automated Merchant System, Inc., SunTrust Merchant Systems, and ETS Corp for our merchant card services. The City accepts Credit Cards at six (6) locations.

4.6.11 Security Procedures / Administrative Rights:

- Discuss the methods used to authenticate items such as users, files, locations, or other identifying criteria.
- Describe the process we would use to establish and verify user profiles.
- How does the user authentication expire?

4.6.12 Disaster Recovery and Control:

- 4.6.12.1 Describe your electronic data procedures and/or manual system used to provide banking services along with backup and recovery capabilities, in the event of a disaster.
- 4.6.12.2 Where are off-site facilities located?
- 4.6.12.3 Briefly describe your Disaster Recovery plans in the event of a major hurricane impacting this area.
- 4.6.12.4 How quickly can your disaster recovery sites be implemented in case of an emergency?
- 4.6.12.5 Provide a description of the controls in place to insure the integrity of the funds transfer system.
- 4.6.12.5 How often are emergency operations & disaster recovery plans updated? How are they tested?

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**5.0 EVALUATION OF PROPOSALS** - It is intended that one firm shall be selected for banking and procurement card services on behalf of the City of Fort Walton Beach. The City of Fort Walton Beach's representatives will rank each prospective firm in order of preference, based upon items addressed in the qualifications that are received. The City of Fort Walton Beach, through its representatives, will negotiate with the highest ranked prospective firm. The firm retained serves at the discretion, direction and the pleasure of the City of Fort Walton Beach.

5.1 Selection Committee – An evaluation committee will be formed to review, score, and rank all proposals. Proposals will be evaluated to determine those that best meet the needs of the City. After review of all proposals (and interviews if required) the selection committee will score each proposal based on the assigned evaluation criteria.

5.2 Evaluation Committee Meeting - The Selection Committee will meet at 10:00 a.m. May 30, 2018 in the City Hall Annex Building - Training Room located at 105 Miracle Strip Parkway SW, Fort Walton Beach FL 32548.

5.3 Rating System - The Selection Committee will rate all proposals utilizing the Weighted Rating System (see Section 5.7). The sum of the Total Weighted Ratings assigned by the committee members will be used to rank the proposals.

5.4 Presentation/Interview: At the option of the City, the top scoring firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.

5.5 Staff Recommendation: The top ranked proposer with the highest Total Weighted Score will be recommended for award to the City Council. The City Council will accept the recommendation to award to the highest ranked firm, or to reject all proposals.

5.6 Evaluation Criteria: Proposals will be evaluated by the City of Fort Walton Beach's Evaluation Committee using the following criteria:

- 5.6.1 Pricing of proposed services compared to other proposers/Procurement card rebates
- 5.6.2 Ability, Capacity, Quality & Skill, including services, provide, staff – Key personnel (qualifications)
- 5.6.3 References / Prior experience with City
- 5.6.4 State Certified MBE/WOB/SDVOB/VOB (See Section 2.10).
- 5.6.5 Local Merchant Preference (See Section 2.9).

5.7 EVALUATION CRITERIA SCORING:

	<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>	<b>(0 – 5) SCORE</b>	<b>WEIGHTED SCORE</b>
1	Pricing of proposed services compared to other proposers/Procurement Card rebates	35%		
2	Ability, Capacity, Quality & Skill, including services provided, Staffing – Key personnel (qualifications)	45%		
3	References / Prior experience with City	10%		
4	State Certified MBE/WOB/SDVOB/VOB (Rated 0 or 5 points)	5%		
5	Local Merchant Preference (Rated 0 or 5 points)	5%		
	<b>TOTAL:</b>	100%		

\* Ratings:

- 0 - Not responsive; Included no information on the subject criteria
- 1 - Poor
- 2 - Fair
- 3 - Average,
- 4 - Good
- 5 - Excellent/Superior

5.7.1 **REQUESTS FOR ADDITIONAL INFORMATION:** During the proposal evaluation period, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate. Failure to provide requested additional information as the City may reasonably require may result in rejection of the proposal.

5.8 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS PROHIBITION OF COMMUNICATION

5.8.1 To ensure fair consideration for all proposers, the City prohibits communication to or with any department, or employee except the Purchasing Agent during the submission process, except as provided below.

5.8.2 Point Of Contact - The Purchasing Agent, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the evaluation committee to properly and accurately rate the proposals.

5.8.3 Discussion Of Proposals – The Purchasing Agent, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity

for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

5.8.4 **Questions** - Proposer shall address any questions regarding the proposal process to the Purchasing Agent, in writing and in sufficient time before the period set for the receipt and opening of proposals. Inquiries received within ten (10) days of the date set for receipt of proposals may not be answered or given any consideration. The Purchasing Agent shall issue any interpretation for a proposer in the form of an addendum to the specifications. If an addendum is issued, the Purchasing Agent will convey that addendum to all proposers no later than five (5) days prior to the date set for receipt of proposals.

5.8.5 **Additionally, the City prohibits communications initiated by a proposer to the City official, employee or committee member evaluating or considering the proposals prior to the time an award decision has been made.** If a proposer initiates communications, that act may be grounds for disqualifying the proposer from consideration for award of the proposal.

5.9 **RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA** - All proposers must contact the Purchasing Agent prior to submitting a proposal to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the proposal.

5.9.1 **All proposers shall direct communications and inquiries to:**

**Giuliana Scott, CPPB, Purchasing Agent**  
**[gscott@FWB.org](mailto:gscott@FWB.org) or 850-833-9523**  
**City of Fort Walton Beach**  
**105 Miracle Strip Pkwy SW**  
**Fort Walton Beach, FL 32548**

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**SECTION 6: EXHIBIT A - FEE SCHEDULE – RFP 18-015 (SUBMIT WITH PROPOSAL) – Please submit fees in this format – the Exhibit must be completed with ALL fees – please use additional sheets as needed.**

**PROPOSER:**

	Estimated Annual Volume	Per Item Charge	Annual Charge
Account Maintenance	2		
Checks Paid	5,000		
Deposits	3,000		
Items Deposited	35,000		
Stop Payments	30		
Change Orders	1,000		
Return Items	150		
Wire Transfers			
Incoming	24		
Outgoing	230		
ACH Transactions			
Incoming	10,000		
Outgoing	20,000		
Bank Transfers (between accounts)	30		
CD-Rom of check images	12		
Banking Supplies			
2 part deposit slips	750		
3 part deposit slips	2,000		
Change order forms	750		
Money envelopes	500		
Additional supply charges			
Electronic Banking			
Maintenance			
Other Costs			
Positive Pay Service			
Credit Card Fees			
Procurement Card Annual Fees			
Procurement Card Set up Fees			
Other Costs			
Total Cost of Banking Services			

**NOTE: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SCOPE OF WORK. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS RFP.**

- 1. The Proposer shall begin services within 60 days from the date Proposer receives signed Contract.**

## Exhibit B – Service Comparison Worksheet

### (SUBMIT WITH PROPOSAL)

**PROPOSER:** \_\_\_\_\_

Specify the cut-off time for daily deposit items	
Specify the cut-off time for acceptance of ACH file for same day transmission	
Check the following services available using electronic banking services:  <input type="checkbox"/> View Deposit Items <input type="checkbox"/> View Paid Items <input type="checkbox"/> View Monthly Statement <input type="checkbox"/> View Account Balance <input type="checkbox"/> Initiate Wires <input type="checkbox"/> Initiate Stop Payments <input type="checkbox"/> Return Item Notification <input type="checkbox"/> Export date to Excel <input type="checkbox"/> Wire/ACH templates	
Provide the City with electronic images of checks cleared <i>and</i> deposit items – Specify whether both are available on CD or Online (if Online specify length of time available)	
Capability to provide online security services with multi-tiered security access – if yes, specify number of levels available	
Interest earnings tied to a verifiable benchmark or index – Please specify benchmark and current rate	
Specify timeframe requirements for Positive Pay Services – i.e. Time exceptions reported to the City and time decision due to bank on exceptions	

## **Exhibit C – Exceptions** **(SUBMIT WITH PROPOSAL)**

**PROPOSER:** \_\_\_\_\_

The Bank wishes to take exception(s) to the following items:

<u>Page</u>	<u>Item</u>	<u>Estimated Costs</u>
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## **Exhibit D – City Purchases for Pcard**

See document posted as Exhibit D on [www.fwb.org/Purchasing](http://www.fwb.org/Purchasing) or at [www.BidNetDirect.com/Florida](http://www.BidNetDirect.com/Florida).

Attachment is a pdf document – print on 11x17 tabloid size paper, or view onscreen (enlarge with Adobe Reader). To request an electronic version of the spreadsheet, email [gscott@fwb.org](mailto:gscott@fwb.org).

CITY OF FORT WALTON BEACH, FLORIDA

**NOTICE TO PROPOSERS**

**BID NUMBER: RFP# 18-015**

**Date: April 5, 2018**

The City of Fort Walton Beach will accept sealed proposals at City Hall until May 15, 2018, at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex Building, Purchasing Division, 105 Miracle Strip Parkway SW, FL 32548 for the following:

**RFP 18-015 – Banking & Procurement Card Services**

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Copies of Proposal Provisions and Forms may be found at the Florida Bid System website at [www.BidNetDirect.com/Florida](http://www.BidNetDirect.com/Florida) (registration required) or at the City of Fort Walton Beach website at [www.FWB.org](http://www.FWB.org).

Additional technical information relative to this proposal may be obtained from Giuliana Scott, CPPB, Purchasing Agent, at (850) 833-9523 or [gscott@FWB.org](mailto:gscott@FWB.org) during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope:

**RFP 18-015 – Banking and Procurement Card Services**

**Note: Any Respondent failing to mark the outside of the envelope, as set forth herein may not be entitled to have their proposal considered.**

Deliver responses to:

Purchasing Division  
City of Fort Walton Beach  
105 Miracle Strip Parkway, SW  
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at [clerk@fwb.org](mailto:clerk@fwb.org) to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail [clerk@fwb.org](mailto:clerk@fwb.org).