



SOLICITATION REFERENCE NUMBER: #R06036 PROJECT NAME: FIN-BANKING0506

THE CITY IS UTILIZING WWW.PGORDA.COM FOR ON-LINE POSTING OF SOLICITATIONS. ALL BIDDERS/RESPONDENTS MUST REGISTER RECEIPT OF A SOLICITATION WITH THE CITY OF PUNTA GORDA. BY COMPLETING AND RETURNING THIS FORM, YOU ARE REGISTERING RECEIPT OF THIS SOLICITATION WITH THE CITY AND REQUESTING NOTIFICATION OF ADDENDA THAT MAY BE ISSUED REGARDING THIS SOLICITATION.

THE CITY WILL ATTEMPT TO NOTIFY ALL PROSPECTIVE BIDDERS/RESPONDENTS OF ADDENDA ISSUED TO THE SOLICITATION, HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE BIDDER/RESPONDENT, PRIOR TO SUBMITTING THEIR RESPONSE, TO EITHER:

1. VISIT WWW.PGORDA.COM TO VIEW THE SOLICITATION AND DOWNLOAD ALL ISSUED ADDENDA; OR
2. CONTACT THE PROCUREMENT DIVISION TO DETERMINE IF ADDENDA WERE ISSUED.

BIDDERS MUST ACKNOWLEDGE AND INCORPORATE THE ADDENDA INTO THEIR RESPONSE.

PLEASE BE ADVISED THAT THE CITY WILL POST ADDENDA, IN ADOBE FORMAT, WITH THE CORRESPONDING ON-LINE SOLICITATION.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE AND ZIP _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

FAX THIS COMPLETED REGISTRATION FORM TO: (941) 575-3340

NOTE - THIS SOLICITATION:

- X Does contain an attachment, which is available on-line at www.pgorda.com.



**SEALED
REQUEST FOR PROPOSAL**

**RFP #R06036/FIN-BANKING0506
BANKING SERVICES**

**CITY OF PUNTA GORDA
PROCUREMENT DIVISION**

SUBMIT TO:

*CITY CLERK'S OFFICE
326 West Marion Avenue
Punta Gorda, Florida 33950*

DATE OF OPENING:

JANUARY 10, 2006



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CITY OF PUNTA GORDA, FLORIDA
BANKING SERVICES
#R06036/FIN-BANKING0506

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SEPARATE ATTACHMENT – R06036E1 – AVAILABLE ON-LINE

CITY OF PUNTA GORDA
SEALED REQUEST FOR PROPOSAL
#R06036/FIN-BANKING0506





<p>SUBMIT RESPONSE TO:</p> <p>CITY OF PUNTA GORDA CITY CLERK'S OFFICE 326 WEST MARION AVENUE PUNTA GORDA, FLORIDA 33950</p>	<p>SEALED REQUEST FOR PROPOSAL</p>
<p>Contact: Marian Howe, CPPO, CPPB Procurement Manager (941) 575-3348</p>	<p>SEALED REQUEST FOR PROPOSAL No: #R06036/FIN-BANKING0506</p>
<p>Opening Date: JANUARY 10, 2006 Opening Time: 3:00 p.m. or as soon thereafter</p>	<p>TITLE: SEALED REQUEST FOR PROPOSAL City of Punta Gorda, Florida BANKING SERVICES</p>

DECEMBER 12, 2005

Dear Offeror:

The City of Punta Gorda will be accepting SEALED REQUEST FOR PROPOSALS for a **QUALIFIED BANKING SERVICES** at the City Clerk's Office, City Hall, 326 West Marion Avenue, Punta Gorda, Florida 33950 until JANUARY 10, 2005 at 3:00 p.m.

The opening of the SEALED REQUEST FOR PROPOSAL shall be conducted in a public forum at the City Council Chambers, 326 W. Marion Avenue, Punta Gorda, Florida. All Offerors are invited to attend the public opening.

All information received will be maintained with the project file and will not be returned.

Sincerely,

Marian Howe, CPPO, CPPB
Procurement Manager



**SEALED REQUEST FOR PROPOSALS
CITY OF PUNTA GORDA, FLORIDA
BANKING SERVICES
#R06036/FIN-BANKING0506
GENERAL CONDITIONS & INSTRUCTIONS TO OFFERORS**

DEFINED TERMS

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Offeror" means one that submits a proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom the City of Punta Gorda (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Punta Gorda, a municipal corporation of the State of Florida. The term "RFP" refers to this Sealed Request for Proposal. The term "solicitation" refers to the entire RFP package and the Offeror's submittal as a response to this RFP. The term "submittal" refers to all documentation and information as submitted by the Offeror in response to this solicitation.

1. OFFEROR REGISTRATION

Offerors who obtain solicitation documents from sources other than the City or download from www.pgorda.com must officially register receipt of the solicitation with the City's Procurement Division in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Offeror may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda.

2. CONTACT

All prospective Offerors are hereby instructed not to contact any member of the City of Punta Gorda City Council, City Manager, or City of Punta Gorda staff member other than the contact person indicated in Page 1 regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by the City staff for this project. Any such contact shall be cause for rejection of your submittal.

3. ADDENDA AND INQUIRIES

- 3.1 *If there is any doubt as to the true meaning of the specifications and information provided, Offerors may submit written or faxed inquiries regarding this solicitation to the Procurement Manager, Procurement Division, 326 West Marion Avenue, Punta Gorda, FL 33950, Fax No. (941) 575-3340. The City will respond to written or faxed inquiries received at least five (5) City business days prior to the RFP due date. Inquiries must reference the date and time of opening, and the solicitation number. Failure to comply with this condition shall result in the Offeror waiving their right to dispute the specifications and information provided in the solicitation document.*
- 3.2 *Any change to this solicitation shall be made by an addenda duly issued to each registered Offeror. Receipt of such an addenda must be so noted on or within your response. It is the Offeror's responsibility to make contact through the Internet or phone to determine if Addenda have been issued.*

- 3.3 *Oral Inquiries: The City will not respond to oral inquiries.*

4. PUBLIC OPENING

Submittals shall be received in the City Clerk's Office, 326 W. Marion Avenue, Punta Gorda, FL 33950 by the date and time indicated on Page 1 of these documents. As soon as possible thereafter, the names of the Offerors shall be read off at the specified location.

5. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Offerors of all changes in scheduled due dates by written addenda.

6. PROPOSAL SUBMISSION AND WITHDRAWAL

- 6.1 *Address to send submittal:*

*City Clerk
City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950*

- 6.2 *The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Offeror's name and return address.*
- 6.3 *Submittals may be withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Submittals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Submittal will not prejudice the rights of an Offeror to submit a new Submittal prior to the opening date and time. After expiration of the period for receiving Submittals, no Submittal may be withdrawn or modified.*



- 6.4 *Withdrawal of Submittals after Opening Date: Submittals, once opened, become the property of the City and will not be returned to the Offerors. Submittals not so withdrawn before the opening, constitute an irrevocable offer for a period of ninety (90) days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by City staff. No offeror may withdraw their proposal during this ninety (90) day period.*
- 6.5 *Number of Submittal Copies: Offerors shall submit four (4) complete sets (one original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.*
- 6.6 *Proposal Is Not Binding: The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.*
- 6.7 *Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror. The City will not be responsible for any delay, for any reason whatsoever. Submittals by telephone, telegram, facsimile machines, and internet., will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the City Clerk's Office by the date and time specified for opening.*
- 6.8 *LATE SUBMITTALS – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror's responsibility to make arrangements for the return of their submittal at their expense.*

7. SUBMITTAL PREPARATION COST

The City shall not be liable for any expense incurred in connection with preparation of a submittal to this document. Offerors should prepare a straightforward and concise description of the Offeror's ability to meet the requirements of this document.

8. ACCURACY OF SUBMITTAL INFORMATION

Any Offeror, who states in their submittal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

9. LICENSES

Licensed and Certified: Offeror's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of submittal and during the entire Contract time.

10. POSTING OF NOTICE OF INTENT

A notice of intent for award will be posted for review by interested parties in City Hall and on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

11. PUBLIC RECORDS/TABULATION

Submittals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on the City's Internet Website at www.pgorda.com.

12. RESERVED RIGHTS

- 12.1 *The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.*
- 12.2 *To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.*
- 12.3 *CITY reserves the right to reject the submittal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.*

13. INSURANCE

REFER TO ATTACHMENT "A" FOR THE CITY'S INSURANCE REQUIREMENTS.

14. INDEMNIFICATION/HOLD HARMLESS

The Offeror shall defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Offeror, its subconsultants and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm's to comply with the obligations on its part to be performed under this contract.

15. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT

- 15.1 *Each Offeror shall complete the Non-Collusive Affidavit, and the Public Entity Crimes Form and shall submit the forms with the submittal. CITY considers the failure of the Offeror to submit these*



documents to be a major irregularity and may be cause for rejection of their submittal.

- 15.2 *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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.*
- 15.3 *Termination for Cause: Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-contractor acceptable to the City.*

16. GRATUITIES AND KICKBACKS

- 16.1 *Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.*
- 16.2 *Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.*
- 16.3 *Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.*

17. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Offeror shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

18. CONFLICT OF INTEREST

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official

capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- 18.1 *October 1, 1975.*
- 18.2 *Qualification for elective office.*
- 18.3 *Appointment to public office.*
- 18.4 *Beginning public employment*

19. DRUG FREE WORKPLACE:

The City of Punta Gorda has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the City of Punta Gorda workplace.

The City of Punta Gorda requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tie breaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

20. APPLICABLE LAWS

Interested parties are advised that all City contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Offeror and the City for any terms and conditions not specifically stated within the context of this contract.

21. COMPETENT PERSONNEL

Competent Personnel - All interested firms are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

22. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 22.1 *Before delivering a submittal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the solicitation documents; and notify the Purchasing*



Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

- 22.2 *The Offeror, by and through delivering a submittal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services to be done or equipment to be furnished.*

23. SPECIFICATIONS

- 23.1 *The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.*
- 23.2 *For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.*

24. ACCEPTING CONTENT OF PROPOSAL

By delivering a submittal in response to this solicitation document, the Offeror certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Submittals shall be returned in the sequential manner as requested in the "Submittal Format and Requirements" section of this solicitation.

25. TAXES

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The City of Punta Gorda is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.

26. ASSIGNMENT

- 26.1 *Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.*
- 26.2 *Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.*

27. SOLICITATION FORMS

- 27.1 *If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service*

requirement. In the case of a "not available" remark, the Offeror may offer an alternative service. Alternate submittals may be submitted for consideration. It will be at the City's sole discretion to accept or reject any and all alternate submittals received.

- 27.2 *This solicitation presents the City's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Offerors are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the City.*
- 27.3 *Submittals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate submittals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the City that an alternative proposal be considered. Such alternative proposals will be provisionally accepted for consideration, subject to the reserved right of the City to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the City to accept or reject these proposals upon the basis of the determination.*

28. CONFIDENTIAL INFORMATION

Offerors are cautioned to note that the financial information and documentation provided by the City in this RFP document is considered Confidential and solely for the purpose of the preparation of legitimate offers by and from qualified and interested Offerors. Use of Confidential material for any other purpose may result in a Offeror's offer being considered non-responsive, its actions irresponsible, and its submittal ineligible for consideration.



**SEALED REQUEST FOR PROPOSALS
CITY OF PUNTA GORDA, FLORIDA
BANKING SERVICES
#R06036/FIN-BANKING0506
SCOPE OF SERVICE & CONTRACT REQUIREMENTS**

1. PURPOSE

This RFP seeks information to enable the City to select the most qualified firm(s) to provide commercial banking services to the City at a competitive fixed price for a five (5) year contract period. Offerors shall provided fixed fees/rates for each year of the initial contract period.

This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements, which must be met to be eligible for consideration (Refer to Section 3); and other requirements to be met by each proposal.

2. INQUIRIES

*This RFP is issued for the City by the Procurement Division for the benefit of the City. The Procurement Division is the **SOLE** point of contact concerning this RFP. All communication must be conducted through the Procurement Division.*

3. MINIMUM QUALIFICATIONS

The City has established the following minimum qualifications for Offerors, which all must be satisfied to be eligible for consideration:

The City has established minimum qualifications for Offerors. These minimum qualifications are detailed in this Section. Your firm's proposal must contain written evidence that demonstrates its satisfaction of these minimum qualifications. Proposals lacking satisfactory documentation on these qualifications will be eliminated from consideration.

- 3.1. *ELIGIBLE PUBLIC DEPOSITORY - Eligible Public Depository as defined Chapter 280, Florida Statutes.*
- 3.2. *CREDIT RATING - Credit Rating better than or equal to A- by Standard & Poor's or Fitch or A3 by Moody's Investors Service.*
- 3.3. *LOCAL BRANCH - Branch located within the city limits of Punta Gorda, Florida.*
- 3.4. *SERVICES - Offerors must be able to provide all of the following services. Subcontractors or joint venture arrangements are not desirable and must be disclosed.*
 - 3.4.1. *Core Banking Services, including:*
 - 3.4.1.1. *General Account Services; and*
 - 3.4.1.2. *Disbursement Services including*
 - 3.4.1.3. *Payee Name Positive Pay and Controlled Disbursement; and*
 - 3.4.1.4. *Automated Clearing House Services; and*
 - 3.4.1.5. *Wire and Other Funds Transfer Services; and*
 - 3.4.1.6. *Information Reporting Services; and*
 - 3.4.1.7. *Investment Safekeeping Services.*



3.4.1.8. *Additional Services.*

- 3.5. *Offerors must provide evidence (e.g., certificates, rating agency research reports, etc.) in their proposals which demonstrate their satisfaction of these minimum qualifications. These minimum qualifications must be satisfied throughout the term of any resulting contract.*

4. SCOPE OF SERVICES

- 4.1. *The City's Commercial Banking Services shall cover the following banking services:*

- 4.1.1. Core Banking Services (i.e., General Account, Depository, Disbursement including Payee Name Positive Pay and Controlled Disbursement, Automated Clearing House (ACH), Wire and Other Funds Transfer, Information Reporting) and Investment Safekeeping Services. Offerors are required to accurately and promptly perform the services referenced in Sections 4.2 through 4.8.
- 4.1.2. Additional Services (i.e., Payment Web Site, Credit Card Payments, Alternative Payment Systems/Technological Advancements, Payroll Cards, Other Services) may be considered for future use.
- 4.1.3. Offerors' proposals are required to be responsive to all service categories except for Additional Services, which is optional.

4.2. *CORE BANKING SERVICES - OVERVIEW OF THE CITY AND ITS BANKING OPERATIONS*

- 4.2.1. The City is a home-rule city governed by an elected five-member Council. The City has a population of approximately 16,000 and employs approximately 300 regular full-time equivalent employees.
- 4.2.2. Among the many services the City provides are public safety and public works. Within public works, the City operates a Utilities Enterprise that provides water, sewer, and solid waste collection services.
- 4.2.3. The City's General Fund budget for FY 2006 is \$18,500,000.00. Sales and use taxes, grants, property taxes, and franchise fees are the major sources of General Fund revenues. The City's Fiscal Year 2004 audited financial statements are available on the City's web site at <http://www.ci.punta-gorda.fl.us/departments/finance/info.htm> and click on the .pdf document icon in the CAFR section. The City maintains high credit ratings on its outstanding debt: AA Utility Debt and the City does not have any general obligation debt outstanding.
- 4.2.4. The Director of Finance is the City's chief financial officer and the Finance Department is responsible for arranging the banking and card services for the entire organization.
- 4.2.5. The City maintains one interest-bearing demand deposit account to cover accounts payment. Payroll is totally by direct deposit.
- 4.2.6. The City is interested in utilizing a few specialized banking products: Payee name Positive Pay; Controlled Disbursement; full account reconciliation, direct payment of utility customer bills; and personal computer on-line account access for book transfers, wire transfers, stop payments, check images, and account and transaction balance reporting. The City currently utilizes: Automated Clearing House (ACH) primarily for direct deposit of payroll and state revenue sharing and bank drafting for utility customers.



- 4.2.7. Attachment B is a summary of the City's annual banking activity during the twelve month period of September 1, 2004 through August 31, 2005. The attachment provides the annual transaction volume for all accounts used by the current vendor.
- 4.3. *CORE BANKING SERVICES - GENERAL ACCOUNT SERVICES*
- 4.3.1. The City requires one demand deposit account. This General Operating Account is the only account through which all City business is transacted.
- 4.4. *CORE BANKING SERVICES - DEPOSITORY SERVICES*
- 4.5. *CORE BANKING SERVICES - DISBURSEMENT SERVICES, INCLUDING PAYEE NAME POSITIVE PAY AND CONTROLLED DISBURSEMENT*
- 4.5.1. The City utilizes one controlled disbursement account for vendor payments.
- 4.6. *CORE BANKING SERVICES - AUTOMATED CLEARING HOUSE (ACH) SERVICES*
- 4.6.1. The City uses ACH primarily for direct deposit of payroll and for direct payment of utility customer bills. Payroll occurs once every two weeks on a Friday and utility billing debits more frequently. The City creates the ACH files in a National Automated Clearing House Association (NACHA) format and then transmits the files via the Internet to the bank's ACH web site. The City makes ACH payments for federal income tax via the EFTPS web site. The City is notified via fax of problems with individual ACH records (e.g., insufficient funds, closed account, incorrect ABA number, incorrect account number, etc.).
- 4.7. *CORE BANKING SERVICES - WIRE AND OTHER FUNDS TRANSFER SERVICES*
- 4.7.1. The City initiates domestic wire transfers via an 800 telephone number. The City's annual wire transfer activity for the twelve-month period September 1, 2004 through August 31, 2005 is summarized (Refer to Proposal Submittal Form)
- 4.8. *INVESTMENT SAFEKEEPING SERVICES - OVERVIEW OF CITY'S INVESTMENT OPERATIONS*
- 4.8.1. The City manages an investment portfolio with a par value of approximately \$27 million. Under the City's investment policy, permissible investments include U.S. Treasury and agency securities, repurchase agreements, certificates of deposit, local government investment pool trust funds, and money market funds. The composition of the City's investment portfolio at October 31, 2005, is attached (Attachment R06036E1). The City settles its trades on a cash basis and requires that security delivery be done on a delivery vs. payment basis. All securities are held in the City's name.
- 4.8.2. The City requires its safekeeping agent to perform the following services in an accurate and timely manner: execute all delivery and custody instructions given by authorized City personnel; verify good delivery of securities before releasing funds, and, conversely, verify good payment before releasing securities; issue confirmations/custody receipts for delivered securities; notify City of delivery problems, interest payments, maturities, and redemptions; transmit current-day investment transaction debits/credits to the City's account on a same-day basis; issue credit advices for items paid; produce a monthly report of the City' investment portfolio holdings and market valuation of the securities in the portfolio at month-end; and respond to transaction/account inquiries.



4.9. ADDITIONAL SERVICES

- 4.9.1. The City is interested in the ability of Offerors to provide additional services as described below. At this time, it is not anticipated that the City would award any of these services for the initial contract term. As such, the City reserves the right to negotiate the possible application of any such additional services with the Offeror who subsequently receive an award as a result of this RFP if and when it is determined to be in the City's best interest.
- 4.9.2. PAYMENT WEB SITE - The City is considering developing a web site to enable customers to pay for various City fees and taxes on-line.
- 4.9.3. CREDIT CARD PAYMENTS
- 4.9.4. ALTERNATIVE PAYMENT SYSTEMS/TECHNOLOGICAL ADVANCEMENTS
- 4.9.5. OTHER SERVICES - Please provide information on other banking products, services, or practices you would recommend the City consider to improve its cash management.

5. TERM CONTRACT AND PRICES

5.1. TERM CONTRACT

- 5.1.1. The proposed prices shall be inclusive of all costs associated directly or indirectly to provide the awarded services.
- 5.1.2. Awarded Offeror, by submission of response to the solicitation, agrees to provide the City the services listed at firm rates/fees for each year of the five (5) year contract period..

5.2. CONTRACT RENEWAL

- 5.2.1. The City retains the right to renew this initial contract under the same terms and conditions upon mutual agreement with the Offeror. Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to Florida State Statutes Chapter 287.057(5)(a) Emergency Purchases and (c) Single Source Purchases may not be renewed.

5.3. PRICE ADJUSTMENTS

- 5.3.1. Price adjustment for the renewal period shall be negotiated and mutually agree on by both parties.
- 5.3.2. If any price reductions are announced during the contract period, the City shall receive benefit of such reductions. This request shall also be in the form of a written notification from the Offeror and shall become effective thirty (30) days from the date of notice was received by the City from the Offeror.



6. CONTRACT PROVISIONS

- 6.1. STANDARD OF CARE – LIABILITY OF BANK: Notwithstanding any language to the contrary in this Agreement, the Bank shall be responsible only for performing the commercial banking services as expressly provided for in this Agreement and shall be liable only for actual material losses directly resulting from its own negligence or intentional misconduct in performing those services. Neither the Bank nor City shall have any liability for failure to perform or delay in performing the commercial banking services, if such failure or delay is due to circumstances beyond that party's reasonable control. Each party agrees to make reasonable efforts to prevent such occurrences. Notwithstanding any language to the contrary in this Agreement, in no event shall the Bank have any liability for any consequential, special, punitive, or indirect loss or damage. City shall promptly furnish proof of loss in written form to the Bank and shall provide the Bank all reasonable assistance in recovering a loss. If City is reimbursed by or on behalf of the Bank, the Bank or its designee shall be subrogated to all rights of City.
- 6.2. ASSIGNMENT: This Agreement shall not be assigned by Bank without the prior written consent of City.
- 6.3. NOTICES: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States mail.
- 6.4. PARAGRAPH CAPTIONS: The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- 6.5. EXHIBITS: All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.
- 6.6. ADDITIONAL DOCUMENTS OR ACTION: The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
- 6.7. INTEGRATION AND AMENDMENT: This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
- 6.8. WAIVER OF BREACH: A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- 6.9. BINDING EFFECT: This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 6.10. GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Charlotte County, Florida.
- 6.11. NO THIRD-PARTY BENEFICIARIES: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Bank, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of City and Bank that any person other than City or Bank receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 6.12. TERMINATION: This Agreement may be terminated by either party upon ninety (90) days' written notice to the other party.



- 6.13. NO INDEMNIFICATION BY CITY: City is prohibited from indemnifying anyone. Therefore, notwithstanding any provision in the Agreement to the contrary, City does not indemnify anyone under the Agreement.
- 6.14. TAXES: The City of Punta Gorda is not subject to taxation. Bank shall not invoice City for any state, federal, or local taxes, whatsoever.
- 6.15. PROFESSIONAL STANDARDS: Bank shall perform banking services in accordance with reasonable commercial standards applicable to the Bank's business; in conformity with rules, regulations, or laws governing the activities of the Bank; and in accordance with this Agreement.
- 6.16. FUND AVAILABILITY: Financial obligations of City after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council.



**SEALED REQUEST FOR PROPOSALS
CITY OF PUNTA GORDA, FLORIDA
BANKING SERVICES
#R06036/FIN-BANKING0506**

SUBMITTAL FORMAT AND REQUIREMENTS

1. SUBMITTAL FORMAT

- 1.1. *The Offeror shall submit the required information at the time of submittal of their proposals. Failure to provide the required information, in the following format will affect the evaluation of the submittal, and may be grounds for disqualification.*
- 1.2. *Completed forms as provided on pages 24 through 33.*
- 1.3. **Proposed Fees/Rate:** *All applicable fees and rates for each year of the initial five (5) year contract period shall be stated in Attachment B. Additional fees, which are not specifically stated on the table, shall be included in your submission behind the Attachment B (Pages 30 – 39). Fees and rates for optional services and additional services shall be detailed on separate forms and located behind Attachment B.*
- 1.4. *Completed forms as provided on pages 40 - 43, if applicable.*
- 1.5. *Completed addenda acknowledgement forms, if any.*
- 1.6. *Evidence demonstrating satisfaction of the minimum qualifications listed in RFP document.*
- 1.7. *Table of Contents identifying the submission material by section and page number.*
- 1.8. *Detailed proposal in response to the City's specific questions listed below in sections 1.9 through 1.16. The numbering, order, and content of the detailed proposal shall correspond exactly to the questions in these sections.*
- 1.9. **CORE BANKING – COMPANY SERVICE INFORMATION:**

Please answer the following questions to give the City some background on your company's operations, its approach to managing account relationships, its remuneration practices, and its value-added programs and services.

- 1.9.1. Please describe your bank, including its ownership, years in operation, experience in servicing the government market, treasury management capabilities, client base, and business segment annual revenues. Discuss the company's Florida operations and the bank's treasury management expertise that resides in Charlotte County. What differentiates your company from your competitors? What value-added programs and/or services could you provide to the City?
- 1.9.2. Please provide key measures of the bank's financial strength (e.g., core capital as a percent of total assets, non-performing assets as a percent of total assets, return on assets, and net interest income as a percent of total assets). Please include information on the bank's current credit ratings. If your firm is part of a bank holding company, please include this same information for the holding company as well.
- 1.9.3. How the City's banking business would be conducted if your commercial banking operations were to experience a disaster? Please discuss your disaster recovery plans.
- 1.9.4. In the last three years, has the bank been the subject of any regulatory agency enforcement actions? If so, please discuss.



- 1.9.5. How do you intend to service the City's account? Will one bank employee be responsible for resolving bank problems on the City's behalf? Please provide a brief biography of the individual(s) that will be assigned to the City's account. Does the bank have established turnaround times for resolving customer's banking problems?
- 1.9.6. Please discuss your firm's approach to implementing service during the bank conversion process. Who will lead and coordinate the bank's efforts?
- 1.9.7. Please provide four client references for each of the individuals mentioned in your response to questions 1.7.5 and 1.7.6 above. The references you list should be associated with entities that have treasury management operations similar to that of the City. Reference information **MUST** include: Company Name, Contact Person, Address, Email Address, Telephone and Fax Numbers.
- 1.9.8. Please describe your bank's earnings credit rate. How is it determined? Provide a monthly rate history for calendar year 2005.
- 1.9.9. How and when will the bank credit interest to the City's demand deposit accounts?
- 1.9.10. Will the bank assess the City a charge for FDIC insurance? If so, when and how is the charge determined?
- 1.9.11. How are overdrafts handled? Are intraday overdrafts assessed a charge? If so, how is the fee determined? What is the charge for interday overdrafts? Interday overdrafts are not expected to happen but if they do will the bank grant Punta Gorda credit so that transactions proceed uninterrupted? Are there circumstances under which the bank would not charge the City interest on overdrafts?
- 1.9.12. Please discuss the fee payment options available to the City (e.g., direct debit, ACH, etc.). For direct debit, how many days prior to the transaction's effective date would the City receive a statement of charges to review? If the City disputed some of the charges and had evidence to support its position, how would the direct debit be handled? Discuss the bank's policy regarding customer-billing disputes. Does the bank have established turnaround times for resolving such problems?

1.10. CORE BANKING SERVICES – GENERAL ACCOUNT SERVICES

Please answer the following questions to give the City some background on your company's operations regarding general account services.

- 1.10.1. Please price the required general account services using the Proposal Forms in Attachment B. Please include additional Service Units with descriptions, if necessary, and itemize on-time charges as well as on-going charges.

1.11. CORE BANKING SERVICES – DEPOSITORY SERVICES

Please answer the following questions to give the City some background on your company's operations regarding depository services.

- 1.11.1. On what balance (i.e., average ledger balance, average collected balance, or adjusted collected balance) and at what rate would funds in these accounts earn interest? What would be the interest rate index, the frequency for compounding, and the frequency of posting interest to the account? Please provide a monthly interest rate history for calendar year 2005.
- 1.11.2. How are discrepancies between bank actual cash receipts (i.e., cash and checks) and deposit slip cash (i.e., cash and checks) handled? Are shortages and overages handled the same way? Does the dollar value of the discrepancy affect the procedures you



follow? How and when are customers notified of differences? What security measures does the bank employ to prevent embezzlement?

- 1.11.3. Are there bank products/services currently available (e.g., image processing) that would enable the City to view and extract returned check information (e.g., payee, check date, check number, payor, check amount, endorsement, reason for return) through an on-line system? What are the hardware and software requirements for the customer? Please discuss and itemize the product/service costs. How does the timeliness and cost compare to paper-based reporting systems?
 - 1.11.4. Does your bank perform depository services itself or does it contract them out? How does it maintain quality control? Does it measure any of the Bank Administration Institute (BAI) Critical Quality Indicators listed in Attachment C? If so, please complete the table in Attachment C. If not, please indicate what performance measures are monitored and how frequently they are tracked. Please provide performance indicators for the last two reporting periods.
 - 1.11.5. Please provide a copy of all the agreements required to initiate Depository Services.
 - 1.11.6. Please provide an implementation plan and timetable for Depository Services, identifying the tasks and assignment of bank staff (listing job title, implementation role, and time commitment), and City staff (listing job title, implementation role, and
- 1.12. *CORE BANKING SERVICES – DISBURSEMENT SERVICES, INCLUDING PAYEE NAME POSITIVE PAY AND CONTROLLED DISBURSEMENT*

Please answer the following questions to give the City some background on your company's operations regarding disbursement services, including payee name positive pay and controlled disbursement:

- 1.12.1. What methods are available for initiating stop payments and voids, and what is the cost, timeliness, and duration of each? When and how are tellers notified?
- 1.12.2. Please explain your "Payee Name Positive Pay" (i.e., paid not issued notification) product. For how many years has the bank offered this product? How does it work? Are there limitations on the length and/or number of lines of the Payee Name? What information is transmitted, how frequently, by whom, and by what means? How soon after the issuer transmits its file is the information available at the teller line? What are the notification deadlines? What are the customer's responsibilities? What type of hardware/software is required? How would "Payee Name Positive Pay" protect the City if someone obtained the City's issue file and used that information to print checks? How would "Payee Name Positive Pay" protect the City if someone duplicated City checks?
- 1.12.3. What other check fraud protection products does the bank offer or anticipate offering in the next six months?
- 1.12.4. Please provide instructions/diagrams which incorporate your bank's specifications for printed checks.
- 1.12.5. Please discuss the bank's check retention and destruction policy. How long are physical paid checks retained by the bank and are they stored in a camera-monitored, secure location? How are checks destroyed and by whom?
- 1.12.6. Does your bank perform controlled disbursement services itself or does it contract them out? How does it maintain quality control? Does it measure any of the Bank Administration Institute (BAI) Critical Quality Indicators listed on Attachment D? If so, please complete the table on Attachment D for the disbursement site you propose



for our account. If not, please indicate what performance measures are monitored and how frequently they are tracked. Please provide performance indicators for the disbursement site you propose for our account for the last two reporting periods.

- 1.12.7. Please provide a copy of all the agreements required to initiate Payee Name Positive Pay and Controlled Disbursement Services.
- 1.12.8. Please provide an implementation plan and timetable for Payee Name Positive Pay and Controlled Disbursement Services, identifying the tasks and assignment of bank staff (listing job title, implementation role, and time commitment) and City staff (listing job title, implementation role, and time commitment).

1.13. CORE BANKING SERVICES –AUTOMATED CLEARING HOUSE (ACH) SERVICES

Please answer the following questions to give the City some background on your company's operations regarding automated clearing house (ACH) services:

- 1.13.1. Please state whether your bank is able to provide the ACH services as described in the narrative above. Are the City's file formats compatible with the bank's? If not, what hardware/software/programming may be required to make them so? Please provide a complete description of the bank's technical requirements for ACH files.
- 1.13.2. Please price the required ACH Services using the RFP Forms. Please include additional Service and descriptions, if necessary, and itemize one-time charges as well as on-going charges.
- 1.13.3. What was the bank's average monthly corporate ACH origination volume (items and dollars, debits and credits) during calendar year 2004? What is the bank's current NACHA ranking?
- 1.13.4. What methods are available for customer initiation of ACH transactions and what are the bank's cut-off times? What type of acknowledgment is received? May future-dated transactions be warehoused?
- 1.13.5. Please describe the bank's reversals and deletions procedures.
- 1.13.6. Please describe the bank's pre-notification procedures.
- 1.13.7. Please explain how returned items are handled.
- 1.13.8. What is the deadline for funding ACH disbursements?
- 1.13.9. When will the City receive credit for ACH collections and how will it be notified?
- 1.13.10. What is the deadline for performing same-day ACH book transfers (i.e. transfers between accounts at the same bank, whether it be a transfer from one City bank account to another or from one City bank account to another bank customer's account)?
- 1.13.11. How do you advise customers of NACHA rule changes and their impact?
- 1.13.12. What controls or security measures (e.g., encryption/authentication) does the bank employ to prevent lost files, duplicate transmissions, or unauthorized transactions?
- 1.13.13. Does the bank provide technical customer support for computer hardware, software, and communications problems? What hours is assistance available (state in Eastern Time) and is it accessible by a local or toll-free telephone number?



- 1.13.14. Does your bank perform ACH services itself or does it contract them out? How does it maintain quality control? Does it measure any of the Bank Administration Institute (BAI) Critical Quality Indicators listed on Attachment E? If so, please complete the table in Attachment E. If not, please indicate what performance measures are monitored and how frequently they are tracked. Please provide performance indicators for the last two reporting periods.
- 1.13.15. Please provide a copy of all the agreements required to initiate ACH Services.
- 1.13.16. Please provide an implementation plan and timetable for ACH Services, identifying the tasks and assignment of bank staff (listing job title, implementation role, and time commitment) and City staff (listing job title, implementation role, and time commitment).

1.14. CORE BANKING SERVICES - WIRE AND OTHER FUNDS TRANSFER SERVICES

Please answer the following questions to give the City some background on your company's operations regarding wire and other funds transfer services:

- 1.14.1. Please state whether your bank is able to provide the wire and other funds transfer services described in the narrative above assuming the annual volumes listed on Attachment B.
- 1.14.2. Please price the required wire transfer and other funds transfer services using the Proposal Forms. Please include additional Services and descriptions, if necessary, and itemize one-time charges as well as on-going charges.
- 1.14.3. How do you monitor capacity utilization of your network? What is the maximum number of concurrent users the system is able to support? What percent of bank system users does this represent? What is its current peak utilization rate? When does this occur?
- 1.14.4. How many days in the last 12 months has the bank's wire transfer system been down for more than 30 minutes during normal operating hours? What were the reasons?
- 1.14.5. What methods are available for initiating, approving, and releasing domestic wire transfers (e.g., PC, fax, touch-tone phone, voice)? What are the cut-off times to ensure same-day execution?
- 1.14.6. Please discuss the security control options available to the customer for segregating input and approval responsibilities. Are these security options available for both repetitive and free-form wire transfers?
- 1.14.7. What is the cut-off time for incoming domestic wire transfers to receive same day credit?
- 1.14.8. Assuming no errors and sufficient funds, how soon after wire execution would an internal bank confirmation/sequence number be available? How about a Fed Reference number? How may the customer obtain these numbers?
- 1.14.9. How does the bank handle an outgoing wire transfer when there are insufficient funds in the account? Does the bank notify the customer? Is the transaction stopped? Is the customer charged for a daylight overdraft? If so, how is the charge determined?
- 1.14.10. How and when is the customer notified of failed wire transfers?
- 1.14.11. At what point does the bank assume legal liability for executing a wire transfer? How is that event identified?



- 1.14.12. Does your bank's wire transfer system have the capability to store repetitive wires and warehouse wires prior to the value date? What are its capabilities and limitations?
 - 1.14.13. Would the bank's wire transfer system enable the City to retrieve and initiate repetitive book transfers among its bank accounts?
 - 1.14.14. Does the bank operate its own wire transfer system in-house and is it on-line with Fed wire?
 - 1.14.15. What controls or security measures (e.g., encryption/authentication) does the bank employ to prevent unauthorized transactions and wire transfer fraud?
 - 1.14.16. If the bank experienced a hardware or software failure related to its wire transfer system, how would wire transfers be completed?
 - 1.14.17. Does the bank have a wire transfer customer service unit that provides support for computer hardware, software and communications problems? What are its hours of operation (state in Eastern Time)? Does it have a local or toll-free telephone number?
 - 1.14.18. Does your bank perform wire transfer services itself or does it contract them out? How does it maintain quality control? Does it measure any of the Bank Administration Institute (BAI) Critical Quality Indicators listed on Attachment F? If so, please complete the table on Attachment F. If not, please indicate what performance measures are monitored and how frequently they are tracked. Please provide performance indicators for the last two reporting periods.
 - 1.14.19. Please provide a copy of all the agreements required to initiate Wire and Other Funds Transfer Services. Are separate agreements required for each mode of wire transfer initiation?
 - 1.14.20. Please provide an implementation plan and timetable for Wire and Other Funds Transfer Services, identifying the tasks and assignment of bank staff (listing job title, implementation role, and time commitment) and City staff (listing job title, implementation role, and time commitment).
- 1.15. INVESTMENT SAFEKEEPING SERVICES – COMPANY/SERVICE INFORMATION**

Please answer the following questions to give the City some background on your company's operations regarding Investment Safety Keeping Services:

- 1.15.1. Please state whether your firm is able to provide the required investment safekeeping services described above for the securities permitted by the City's investment policy.
- 1.15.2. Please price the required investment safekeeping services using Attachment B. Please include additional Services and descriptions, if necessary, and itemize one-time charges as well as on-going charges.
- 1.15.3. Please discuss the standard insurance protections the bank provides its safekeeping customers and include written evidence of such protection in the form of Certificates of Insurance.
- 1.15.4. In the last three years, has your firm settled or received judgments against it in safekeeping-related litigation? What was the nature of the charges? Please discuss the firm's dispute resolution process, including established turnaround times for resolving customer complaints.



- 1.15.5. Please discuss your organization's experience in and commitment to custody services. What distinguishes your company's service from that of your competitors? What value-added programs and/or services could you provide to the City?
- 1.15.6. Please state the number of clients and the type and par value of assets for which you provided safekeeping services during calendar year 2004.
- 1.15.7. Please list your depository memberships (e.g., DTC, FRB, etc.).
- 1.15.8. When would investment-related debits/credits be posted to the City's account? Would the City be charged for intraday overdrafts on investment purchases? If so, explain how the charge is computed. What is the customer's funding deadline for securities purchases settling that day?
- 1.15.9. Discuss the steps involved in processing a client's securities purchase. What controls or security measures are employed to prevent unauthorized transactions? What are the notification deadlines (state in Eastern Time)? What information delivery methods are available? web site? e-mail? fax? Is there a toll-free or local telephone number for fax transmissions? When does the client receive a confirmation? What does one look like (provide a sample) and how is it transmitted to the client (e.g., web site, e-mail, fax, U.S. mail)?
- 1.15.10. How and when is the client informed of delivery problems? Will the City be assigned an account representative who will be the principal customer service contact? If so, please provide a brief biography of the designated contact person. What hours (state in Eastern Time) will customer service be available and will it be accessible by a toll-free or local telephone number?
- 1.15.11. Do you issue credit advices for interest, maturity, and redemption payments? If so, how and when are these transmitted to the client? Please provide sample notices.
- 1.15.12. Can you produce a monthly safekeeping report. Please provide a sample of a monthly safekeeping report generated by your system. From what sources do you obtain market price data and how do your sources determine the market price of fixed income securities? For what types of fixed income securities (e.g., treasuries, agencies, corporate bonds, commercial paper, etc.) is market price data available? How and when is the report available to the client? May report data be sorted and is it exportable to Excel?
- 1.15.13. How would the City's investment business be conducted if your investment safekeeping operations were to experience a disaster? Discuss your disaster recovery plans.
- 1.15.14. Does your company have a formal quality improvement program for investment safekeeping services? What key performance measures do you track and over what time period is performance measured and reported? For each performance indicator, list your last four measurements and provide explanations for any significant deviations.
- 1.15.15. Please provide names and phone numbers of four clients whose safekeeping requirements and volumes are comparable to those of the City and whose account representative is the same as that proposed for the City.
- 1.15.16. Please provide information on other investment tools or services you would recommend the City consider to aid it in investment portfolio management.
- 1.15.17. Please provide a copy of all the agreements required to initiate Investment Safekeeping Services.



1.15.18. Please provide an implementation plan and timetable for Investment Safekeeping Services, identifying the tasks and assignment of bank staff (listing job title, implementation role, and time commitment) and City staff (listing job title, implementation role, and time commitment).

1.16. ADDITIONAL SERVICES –

1.16.1. PAYMENT WEB SITE - What technical assistance and expertise would the bank be able to provide the City in this endeavor?

1.16.2. ALTERNATIVE PAYMENT SYSTEMS/TECHNOLOGICAL ADVANCEMENTS - Please provide product and pricing information on alternative payment systems that would enable the City to increase electronic receipts, accelerate ledger credit, and lower overall banking costs. What technology would be required and what would be the steps for implementation and integration with the City's financial systems?

1.16.3. CREDIT CARD PAYMENTS

1.16.4. OTHER SERVICES - Please provide information on other banking products, services, or practices you would recommend the City consider to improve its cash management.

1.17. Required Forms: *The following is a summary of forms, which are to be submitted by the Offerors (NOTE: these forms are not included in the page number restriction):*

1.17.1. Proposal Submittal Form

1.17.2. Qualifications Statement

1.17.3. Non-Collusive Affidavit

1.17.4. Public Entity Crime Information

1.17.5. Drug-Free Workplace Affidavit

1.17.6. Indemnification/Hold Harmless Agreement

2. EVALUATION OF PROPOSALS

2.1. *The City staff will qualify all offerors and evaluate those offers, which were qualified.*

2.2. *In order to qualify as responsible and responsive, an offeror must meet the evaluation criteria as they relate to this RFP.*

2.3. *The evaluation criteria will include, but shall not be limited to, those items on the evaluation form. The evaluation form shall also indicate the ranking percentages, which will be utilized by the City in the evaluation of the proposals.*

2.4. *Discussions may be conducted with these offerors to further clarify the City's requirements and the offerors' proposals.*

2.5. *The City shall request and negotiate, from either a short list of qualified offerors or the top ranked offer, a "Best and Final" offer.*



3. QUALIFICATIONS OF OFFERORS

- 3.1. *Failure to submit the above completed documents may constitute grounds for rejection of the Offeror's submittal.*
- 3.2. *No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible or unreliable by CITY.*
- 3.3. *As a part of the evaluation process, CITY may conduct a background investigation including a record check by the PUNTA GORDA Police Department. Offeror's submission constitutes acknowledgement of the process and consent to such investigation. CITY shall be the sole judge in determining Offeror's qualifications.*

4. PRESENTATIONS

After reviewing submissions, the City may request discussions with responding offerors to further clarify the City's requirements and the offerors' response. Therefore, the offeror shall have officials of the appropriate management level present and representing the firm, if a presentation is scheduled by the City.



REQUEST FOR PROPOSALS EVALUATION FORM

RFP: #R06036/FIN-BANKING0506

OFFEROR: _____

Evaluation Criteria	Weight	Score 1-5
Completeness of Proposal Submittal	10	10 x ____ = ____
Experience and Integrity (i.e. Financial Soundness, Regulatory/Legal Actions)	10	10 x ____ = ____
References	15	15 x ____ = ____
Product Features	5	5 x ____ = ____
Cash Management Recommendations and Value-Added Programs/Services	5	5 x ____ = ____
Customer Service	15	15 x ____ = ____
Quality Control	10	10 x ____ = ____
Implementation of Plan and Commitment of Resources	10	10 x ____ = ____
Price, Fees, Funds Availability, and Net Interest Credit	20	20 x ____ = ____
TOTAL SCORE		

REMARKS:

 Signature of Evaluator

 Date

Evaluation Rating Guidelines	
5 – Exceptional	The submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative
4 – Good	Very good probability of success. Achieves all objectives in reasonable fashion.
3 – Acceptable	Has reasonable probability of success. Some objectives may not be met
2 – Poor	Falls short of expectations and has a low probability of success
1 – Not acceptable	Submission fails to meet requirements and the approach has no probability of success.
0 – Not responsive	Submittal is lacking adequate information to evaluate.



**SEALED REQUEST FOR PROPOSALS
CITY OF PUNTA GORDA, FLORIDA
BANKING SERVICES
#R06036/FIN-BANKING0506**

PROPOSAL SUBMITTAL FORM

Company Name Telephone

Home Office Address Fax Number

City, State & Zip Email Address

Address: Office Servicing Charlotte County, other than above

Name/Title of Charlotte County Representative Telephone

The undersigned attests to his/her authority to submit this proposal and to bind the Contractor herein named to perform as per contract, if the Contractor is awarded a Contract by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and all other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Signature

Date



**SEALED REQUEST FOR PROPOSALS
CITY OF PUNTA GORDA, FLORIDA
BANKING SERVICES
#R06036/FIN-BANKING0506**

QUALIFICATIONS STATEMENT

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

SUBMITTED TO: CITY OF PUNTA GORDA
Procurement Manager
326 W. Marion Avenue
Punta Gorda, Florida 33950

CHECK ONE:
 Corporation
 Partnership
 Individual
 Joint Venture
 Other

SUBMITTED BY:

NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

1. State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: _____

The address of the principal place of business is: _____

2. If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: _____
b. State of Incorporation: _____
c. President's Name: _____
d. Vice President's Name: _____
e. Secretary's Name: _____
f. Treasurer's Name: _____
g. Name and address of Resident Agent: _____

3. If Offeror is an individual or partnership, answer the following:

a. Date of Organization: _____

b. Name, address and ownership units of all partners:



c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20___, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ - and (Name(s) of individual(s) who appeared before notary) whose name(s) in/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, stamp, or type as commissioned)

Personally known to me, or Produced Identification: _____ DID take an oath, or DID NOT take an oath



NON-COLLUSIVE AFFIDAVIT

State of _____ }
County of _____ } SS.

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Offeror that has 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 Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ - and (Name(s) of individual(s) who appeared before notary) whose name(s) in/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned)

Personally known to me, or Produced Identification: _____ DID take an oath, or DID NOT take an oath



PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a RFP proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, _____, being an authorized representative of the firm of _____, located at City: _____ State: _____ Zip: _____, have read and understand the contents of the Public Entity

Crime Information and of this formal RFP package, hereby submit our proposal accordingly.

Signature: _____

Date: _____

Phone: _____

Fax: _____

Federal ID#: _____



DRUG FREE WORKPLACE

Preference shall be given to business with drug-free workplace programs. Whenever two or more RFPs, which are equal with qualifications and service, are received by the City for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your firm shall:

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 action 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 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 an RFP, a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an 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 firm complies fully with the above requirements.

Concur _____

Variance _____

Date

Contractor's Signature



INDEMNIFICATION/HOLD HARMLESS

The elected firm shall (if required by City) defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its Sub-contractors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

Concur _____ Variance _____

I, _____, being an authorized representative of the firm of

_____ located at City

_____, State _____, Zip Code

_____ Phone: _____ Fax:

_____. Having read and understood the contents

above, hereby submit accordingly as of this Date, _____,

20____.

Please Print Name

Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature of for the contract period, whichever is longer.



INSURANCE REQUIREMENTS - ATTACHMENT A

The successful offeror, upon being awarded the contract and before commencing any work, shall provide insurance and furnish the City with a Certificate of Insurance as follows:

1. **WORKERS' COMPENSATION:** Coverage is to apply for all employees for statutory limits in compliance with the State of Florida and Federal laws. The policy must include Employers' Liability with a limit of \$3,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.
2. **COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:** Service provider shall maintain commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$6,000,000. Products and completed operations aggregate shall be \$6,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractor, products and completed operations, contractual liability for premises, operations, independent contractor, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
3. **EVIDENCE OF INSURANCE:** The service provider shall furnish the City of Punta Gorda with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Punta Gorda is to be specifically included as an additional insurance on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said 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 Punta Gorda before the commencement of any work activities.

CITY OF PUNTA GORDA
 SEALED REQUEST FOR PROPOSAL
 #R06036/FIN-BANKING0506



ATTACHMENT B – TRESURY MANAGEMENT SERVICES

SERVICE DESCRIPTION	ESTIMATED ANNUAL VOLUME	YEAR OF CONTRACT	CHARGE PER ITEM	ANNUAL SERVICE CHARGE
BANK RELATED SERVICES				
FDIC Assessment	460,060,829	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
DEPOSITORY SERVICES				
Account Maintenance	12	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Banking Center Deposit	777	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
QDB/Night Drop Deposit	182	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Item Processing Deposit	128	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		

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SERVICE DESCRIPTION	ESTIMATED ANNUAL VOLUME	YEAR OF CONTRACT	CHARGE PER ITEM	ANNUAL SERVICE CHARGE
Deposit Correction – Non-Cash	14	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
General Checks – Not Truncated	5,351	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Returns – Chargeback	75	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Returns - Reclear	83	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Returns – Reclear Service Fee	12	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		

CITY OF PUNTA GORDA
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SERVICE DESCRIPTION	ESTIMATED ANNUAL VOLUME	YEAR OF CONTRACT	CHARGE PER ITEM	ANNUAL SERVICE CHARGE
Checks Deposited on Bank	17,894	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Checks Deposited on Local Clearings	29,478	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Checks Deposited in Dist	21,727	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Checks Deposited All Other	22,458	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Encoding Surcharge	91,572	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		

CITY OF PUNTA GORDA
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SERVICE DESCRIPTION	ESTIMATED ANNUAL VOLUME	YEAR OF CONTRACT	CHARGE PER ITEM	ANNUAL SERVICE CHARGE
Checks Deposited Foreign Items	35	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Debits Posted – Electronic	73	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Credits Posted – Other	6	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Credits Posted – Electronic	369	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Stop Pay Manual <=12 Months	22	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		

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SERVICE DESCRIPTION	ESTIMATED ANNUAL VOLUME	YEAR OF CONTRACT	CHARGE PER ITEM	ANNUAL SERVICE CHARGE
COMMERCIAL DEPOSITS – CASH VAULT				
Currency/Coin Deposit/\$100-QBD-ND	1,507	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Currency/Coin Deposit/\$100-BKG-CTR	1,304	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Currency/Coin Deposit/\$100-VLT	281	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
GENERAL ACH SERVICES				
ACH Return Item – Noc	541	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
ACH Monthly Maintenance (E)	24	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		

CITY OF PUNTA GORDA
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SERVICE DESCRIPTION	ESTIMATED ANNUAL VOLUME	YEAR OF CONTRACT	CHARGE PER ITEM	ANNUAL SERVICE CHARGE
ACH Input-PC/Direct (E)	119	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Delete/Reversal-Batch File (E)	3	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
ACH Standard Reports	94	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Consumer on Bank Credits (E)	1,977	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Consumer off Bank Credits (E)	7,914	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		

CITY OF PUNTA GORDA
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SERVICE DESCRIPTION	ESTIMATED ANNUAL VOLUME	YEAR OF CONTRACT	CHARGE PER ITEM	ANNUAL SERVICE CHARGE
Consumer on Bank Debits (E)	8,016	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Consumer off Bank Debits (E)	22,502	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
WIRE TRANSFER				
Manual Wire Book Debit	3	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Manual Wire Out-Domestic	6	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Book Credit	25	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		

CITY OF PUNTA GORDA
 SEALED REQUEST FOR PROPOSAL
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SERVICE DESCRIPTION	ESTIMATED ANNUAL VOLUME	YEAR OF CONTRACT	CHARGE PER ITEM	ANNUAL SERVICE CHARGE
ACCOUNT RECONCILIATION				
Check Sorting	12	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
Check Sorting Per Item	5,345	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		
MISCELLANEOUS				
Check Printing/Supplies	1	Year 1		
		Year 2		
		Year 3		
		Year 4		
		Year 5		

CITY OF PUNTA GORDA
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SAFEKEEPING CHARGES	YEAR OF CONTRACT	MONTHLY FEES	ANNUAL FEE
	Year 1		
	Year 2		
	Year 3		
	Year 4		
	Year 5		
	Year 1		
	Year 2		
	Year 3		
	Year 4		
	Year 5		
	Year 1		
	Year 2		
	Year 3		
	Year 4		
	Year 5		
	Year 1		
	Year 2		
	Year 3		
	Year 4		
	Year 5		

CITY OF PUNTA GORDA
 SEALED REQUEST FOR PROPOSAL
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OPTIONAL BANKING SERVICES/OTHER AVAILABLE SERVICES

DESCRIPTION	YEAR OF CONTRACT	CHARGE PER ITEM	ANNUAL SERVICE CHARGE
	Year 1		
	Year 2		
	Year 3		
	Year 4		
	Year 5		
	Year 1		
	Year 2		
	Year 3		
	Year 4		
	Year 5		
	Year 1		
	Year 2		
	Year 3		
	Year 4		
	Year 5		
	Year 1		
	Year 2		
	Year 3		
	Year 4		
	Year 5		
	Year 1		
	Year 2		
	Year 3		
	Year 4		
	Year 5		



Critical Quality Indicator	Indicator Reported for the Last BAI Survey	Tracking Frequency	Period Covered	Last Two Measurements
File Processing Error Rate # of Files Processed Incorrectly _____ x 1,000 Total # of Files Processed				
Item Processing Error Rate # of Items Processed Incorrectly _____ x 10,000 Total # of Items Processed				
Failed/Late Processing Error Rate # of Files Not Processed or Processed Late _____ x 1,000 Total # of Files Processed				
Failed/Late Item Processing Error Rate # of Items Not Processed or Processed Late _____ x 10,000 Total # of Items Processed				
Check Encoding Error Rate # of (Bank Encoded) Items with Encoding Errors _____ x 100,000 Total # of Items Encoded by Bank				
Check Reject Rate # of Rejects _____ x 1,000 Total # of Items Processed				
Coin & Currency Provided Error Rate # of Coin and Currency Order Errors _____ x 1,000 Total # of Coin and Currency Orders Filled				
Commercial Deposit Error Rate # of Commercial Deposit Processing Errors _____ x 1,000 Total # of Commercial Deposits Processed				



Critical Quality Indicator	Indicator Reported for the Last BAI Survey	Tracking Frequency	Period Covered	Last Two Measurements
Reporting Error Rate # of Clearing Total Errors Reported _____ x 100 # of Clearing Totals Reported				
Reporting Delay/Failure Rate # of Total Presentment Files Sent after Deadline _____ x 100 # of Total Presentment Files				
Reconciliation Error Rate # of Reconciliations with Errors by Account _____ x 100 Total # of Reconciliations by Account				
Reconciliation Statement Delay/Failure Rate # of Reconciliation Statements Not Released or Released after Goal _____ x 100 Total # of Reconciliation Statements Released				



Critical Quality Indicator	Indicator Reported for the Last BAI Survey	Tracking Frequency	Period Covered	Last Two Measurements
<p>ACH Origination File Error Rate Origination Files Processed with Errors _____ x 1,000 Total # of Origination Files Processed</p>				
<p>ACH Failed/Late File Delivery Rate # of ACH Origination Files Not Processed or Processed Late _____ x 1,000 Total # of Origination Files Processed</p>				
<p>ACH Failed/Late File Receipt Date # of ACH Receipt Files Not Posted on Time _____ x 1,000 Total # of ACH Files Processed</p>				



Critical Quality Indicator	Indicator Reported for the Last BAI Survey	Tracking Frequency	Period Covered	Last Two Measurements
Payment Error Rate Wire Transfers Processed with Errors _____ x 1,000 Total # of Wire Transfers Processed				
Failed/Late Execution Rate # of Failed/Late Wire Transfer Payments _____ x 1,000 Total # of Wire Transfers Processed				