



City of Marco Island

DATE: July 31, 2006

TO: Prospective Proposers

FROM: Bill Harrison
Finance Director

**SUBJECT: RFP # 06-063 BANKING SERVICES & MERCHANT CARD
PROCESSING SERVICES**

Pursuant to City Manager action, the City of Marco Island is seeking the professional services of a qualified banking institution capable of providing Banking Services and Merchant Card Processing Services. Please refer to the Legal Advertisement contained in the enclosed Proposal Package for the time and the due date for proposal submission.

These professional services will include, but not be limited to the "Scope of Services" as described herein.

If you have any immediate questions regarding the intended Scope of Services, you may contact Bill Harrison at 239-389-5006 or email bharrison@cityofmarcoisland.com.

We look forward to your participation in this RFP process.

City of Marco Island Florida



**RFP DOCUMENTS FOR:
BANKING SERVICES & MERCHANT CARD PROCESSING SERVICES
No. 06-063**

July 31, 2006

CITY OF MARCO ISLAND
Finance Director
50 Bald Eagle Drive
Marco Island, Florida 34145
Phone: (239) 389-5006
Fax: (239) 389-4359

RFP DOCUMENTS FOR:
BANKING SERVICES & MERCHANT CARD PROCESSING SERVICES
No. 06-063

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PART A
PUBLIC NOTICE

INVITATION TO BID
MARCO ISLAND, FLORIDA

BANKING SERVICES & MERCHANT CARD PROCESSING SERVICES
RFP 06-063

Sealed Proposals shall be addressed to Purchasing/ Contracts Manager, and will be received at the City of Marco Island, 50 Bald Eagle Drive, Marco Island, Florida 34145, until 3:00 PM, August 31, 2006. Any proposals received after the specified time and date will not be accepted and shall be returned unopened to the Bidder.

Brief description of project

The City of Marco Island seeks to establish contractual arrangements, with one (1) or more qualified firm(s), for a three (3) year period, with options for two (2) additional one (1) year renewals, to provide Banking Services & Merchant Card Processing Services.

Sealed envelopes containing proposals shall be marked or endorsed "Proposal for City of Marco Island, Florida, "Banking Services & Merchant Card Processing Services – No. 06-063 and "Proposal Date August 31,2006.

Proposal Packages and Additional information can be obtained at the offices of Bill Harrison, Finance Director at (239) 389-5006, 50 Bald Eagle Drive, Marco Island, Florida 34145, Telephone No. (239) 389-5011, email: bharrison@cityofmarcoisland.com. .

The City reserves the right to reject all proposals for administrative or budgetary reasons, or to reject any individual proposal that does not conform to the intent and purpose of the Contract Bidding Documents. Moreover, the City reserves the right to postpone award of the contract for a period of time which shall not extend beyond 120 calendar days from the bid opening date.

Dated this July 31, 2006.

CITY OF MARCO ISLAND
MARCO ISLAND, FLORIDA

BY: A. William Moss, City Manager

PART B
BANKING SERVICES & MERCHANT CARD PROCESSING SERVICES
RFP 06-063

Request for Proposal & Evaluation Procedures

I. OBJECTIVE

The objective of this Request for Proposal (RFP) is to identify banking institution(s) or companies that can provide the highest quality services at a cost consistent with the level of service, similar to the procurement of other professional services. The Finance Director has issued this RFP, as the Chief Financial Officer for the City of Marco Island.

II. GENERAL INSTRUCTIONS

A. The response should be submitted in a sealed envelope clearly marked on the outside "Request for Proposals – Banking Services" and delivered to:

William P. Harrison
Finance Director
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

Deadline: Thursday, August 31, 2006 – 3:00 PM

B. Three (3) copies of the response must be furnished on or before the deadline.

C. Any questions concerning the (RFP) should be directed to:

Bill Harrison, Finance Director at (239) 389-5006. A pre-bid meeting will not be held

D. Responses received after the deadline will not be considered.

E. The City of Marco Island shall not be liable for any costs incurred by the responding firms prior to the issuance of an executed contract.

F. The City of Marco Island reserves the right to waive any minor irregularities during the process and further reserves the right to reject any and all proposals.

G. Under no circumstances should any proposer or anyone acting for or on behalf of a proposer, seek to influence or gain the support of any member of the City Council or City staff favorable to the interests of a proposer. Likewise, contact with City Council or City staff against the interests of other proposers is prohibited. Any such activities may result in the exclusion of the proposer from consideration by the City.

H. Proposals must include fees for specific services, compensating balance requirements, and interest rates (request interest to coincide with the State Board of Administration (SBA – Florida).

III. RFP PROCESS SCHEDULE:

The following schedule for the RFP process will be adhered to:

August 1, 2006: Distribution of the RFP.

August 31, 2006, until 3:00 pm: Proposals will be accepted in the Finance Department, City of Marco Island, 50 Bald Eagle Drive, Marco Island, FL 34145.

September 1, 2006: Proposals reviewed by the selection committee.

Mid-September: Notification to all proposers of the selected bank and/or merchant card processing company will be made.

October 2006: Contract awarded by City Council. Implementation date for the banking and merchant card processing contract(s).

IV. BACKGROUND INFORMATION:

The City of Marco Island is a full-service City, providing police, fire, parks & recreation, and public works services, including water and sewer services. The City was incorporated in 1997 and is governed by a 7-member City Council elected for staggered four-year terms. The City Manager, as Chief Executive Officer, manages the operations of the City and reports directly to the City Council. The Finance Director is the Chief Financial Officer, manages the accounting and daily financial operations of the City, and reports to the City Manager.

The City's Fiscal Year 2006 budget is \$80 million. The largest funds of the City are the General Fund at \$12 million, the Capital Projects Fund at \$9.5 million, and the Utility Enterprise Fund at \$49.7 million (including \$33.6 million in capital projects). Primary revenue sources are the ad valorem property tax, levied and collected by the Collier County Tax Collector, and various local shared revenues from the State of Florida. The City operates a water and sewer company, Marco Island Utilities which services over 9,000 customers, with billing on a bi-monthly basis. Annual receipts from customers are approximately \$20 million. In addition, a Building Services Fund provides permitting and building inspection services and collects impact fees for Collier County.

V. FINANCIAL MANAGEMENT:

A. INVESTMENTS: The City invests funds not needed in the short-term in various U.S. Treasury and Agency obligations as authorized by an Investment Ordinance approved by the City Council. The City has a contract for third-party safekeeping of investments with the Salem Trust Company.

B. LOCAL BANKING SERVICES: The City operates 4 bank accounts:

- i. **City of Marco Island Operating Account:** Full Service Bank Account
- ii. **City of Marco Island Payroll Account:** Used by authorized third party payroll service to pay employees (the gross net payroll is transferred to payroll service), flexible spending account payments (individual checks), and tax payments (transferred gross to payroll service). Funds are transferred on-line from the operating account to cover payroll and tax payments on a biweekly basis. The City has approximately 170 employees, paid bi-weekly.
- iii. **City of Marco Island Insurance Account:** Used by authorized third party to pay insurance claims by check. Funds are transferred on-line from the operating account to cover insurance claims on an as-needed basis.
- iv. **City of Marco Island Utilities Account:** Used as depository account for utility customer payments. Funds are deposited daily as “electronified” checks, using an electronic data system, regular commercial deposits (including cash), ACH, and credit cards. Deposited funds are transferred daily to operating account. This is a Zero Balance Account.
 1. Approximately 6,000 checks per month are processed through the electronic data system (EDS) and transferred on-line to the bank. These deposits are not taken to the bank.
 2. Checks and cash that cannot be processed via EDS are taken to the bank. The deposits are daily, with approximately 1,000 checks per month.
 3. Approximately 2,000 ACH deposit transactions per month are transmitted via on-line commercial banking.

At June 30, 2006, cash held at Fifth Third Bank and investments with Salem Trust company amounted to \$39,921,469.

It is the City’s intent to procure the services of a single local bank to provide all of the local banking services specified in this Request for Proposal. The City further intends to look first to the local bank securing this contract for additional services as the need arises. However, nothing in the contract shall be construed to imply a restriction on the City’s right and ability to open a separate, special purpose account with another financial institution when, in the sole opinion of the City, it is in the City’s best interests to do so.

VI. SCOPE OF SERVICES

The bank must be a state or federally chartered bank or savings association authorized to do business in the State of Florida. The financial institution must also be a “Qualified Public Depository” pursuant to Chapter 280, Florida Statutes, and must be included on the most recent authorized depository list published by the Division of State Treasury, Department of Financial Services.

The banking institution shall make available adequate, qualified staff to provide the service specified in the Banking Service Proposal. The financial institution shall have the capability of performing all of the required duties specified in this Request for Proposals and should respond as to ability to handle each required duty in the proposal.

- A. VOLUME OF WORK:** No warranty or guarantee is given, either express or implied, as to the types and quantities of services that the City may actually require. The types and quantities of services in this RFP are based on historical data and are provided for size and cost comparisons only.
- B. ACCOUNTS:** It is the intent of the City to maximize cash availability and investment earnings on deposits. The City requires, at a minimum, the above 4 accounts. Accounts should be able to be consolidated for purposes of calculating fees and interest.
- C. AVAILABILITY OF FUNDS:** Bank shall furnish its availability schedule for deposited items: cash, checks drawn on bank, checks drawn on other local banks, checks drawn on out-of-state banks, and checks issued by State and County Government.
- D. WIRE TRANSFERS:** Bank shall provide same day wire services for outgoing transfers from City accounts and accept incoming transfers into the City account for immediate credit. Bank shall provide the institution's policies governing wire transfers, including required signature approval, form of requests for wire transfers, and notification of receipt of incoming wires.
- E. BANKING SUPPLIES:** Bank shall itemize its per unit charges for banking supplies provided to City. City reserves the right to purchase supplies from another vendor.
- F. OVERDRAFTS:** It is not the intent of the City of Marco Island to overdraw any account. In the unlikely event of an overdraft, all checks presented for payment shall be honored. The bank shall itemize overdraft charges.
- G. RETURNED ITEM PROCESSING:** All checks that are not paid are to be returned to the City. The bank shall indicate the per item charge for returned items. All returned checks and other chargebacks shall be available daily via on-line commercial banking. Images of these checks or other documents shall be available for printing via on-line commercial banking.
- H. ADVICES AND NOTICES:** Advices and/or notices for all other debit/credit activity including overnight deposits shall be provided to the City as the activity occurs.
- I. BANK STATEMENTS:** Cutoff date for all City accounts shall be the last day of each calendar month. Statements and check images shall be available via on-line commercial banking the first day of the month. These same statements shall be delivered to the City no later than five (5) working days after the end of the month. As part of the proposal, financial institutions should provide an example of the monthly bank statement, showing specifically the information provided on the statements. The total amount of checks cleared shall be part of the information provided.

- J. ACCOUNT ANALYSIS:** Bank shall provide City with example of Account Analysis to be provided on City accounts. Accounts shall be consolidated for purposes of fees calculation and payment and debited as one monthly amount to the main operating account.
- K. STOP PAYMENTS:** Stop payment orders shall be issued to the bank by the City via on-line commercial banking or by telephone and these shall be confirmed in writing. Bank shall immediately execute the stop payment order if the check has not been paid.
- L. CREDIT CARD SERVICES:** The City provides credit cards to each City department for use in paying for travel expenses and other non-recurring expenses. Bank shall state whether it is capable of providing credit cards to the City, and providing charges and terms associated with the cards.
- M. CITY EMPLOYEE SERVICES:** Bank shall provide an affirmative statement that it will provide check cashing services of payroll checks to City employees with valid identification at the institution's Marco Island location. Bank shall state whether it may provide special low, or no fee, or special term services to City employees, and provide specifics of any special accounts granted.
- N. OTHER SERVICES:** Bank shall identify the ability to provide the following specific services, and list fees for such services:
- On-line access to all bank accounts and services through secure, yet easily accessible Internet connection. Assignment of administrative rights to Finance Director and Comptroller/Systems Manager with full documentation and training available. Secure password protection with forced password change at least every 30 days performed directly by end-user. Ability to secure access to specific accounts and services.
 - Positive Pay: Ability to upload on-line a file of check numbers and amounts on a daily basis through a file transfer feature. Independent of the upload, another individual, through secured access, able to access discrepancies on-line on a daily basis and to authorize or reject payment. Ability to review history of positive pay exceptions on-line.
 - Lockbox: Although not currently used, the banking facility shall maintain a local, efficient lockbox service that could be used to process Marco Island Utilities receipts.
 - ACH: Ability to upload on-line a file of authorized utility customer payments from various banks on a bi-monthly basis. Ability to retrieve current and historical reports on-line of payments that are rejected, stating customer name, customer number, date of reject, amount rejected, and reason for rejection. Ability to retrieve history of ACH customer transfers.
 - ACH: Ability to transfer funds from the main operating account to the payroll or insurance account on-line. Ability to retrieve history of transfers.

- ACH: Ability for third party payroll service to upload a file on-line to directly deposit net payroll from payroll account to employee accounts at various banks.
- Ability to wire funds to and from the operating, payroll, and insurance accounts.
- Ability to access on-line return deposits (prior day chargebacks) for the operating and utility accounts to include image of the check returned. Ability to retrieve history of chargebacks.
- For each account, on-line access of monthly bank statement and images for a period of 18 months.
- Daily on-line access of bank account activity, including reconciliation of opening balance to closing balance, all checking activity in detail, deposit activity in detail (traditional total bank deposits by deposit slip, electronified check data transmission, and transmitted credit card transactions), other debits (returned deposits, electronic payments, bank charges, zero balance transfer, etc), other credits (credit card deposits, wires, commercial deposits, zero balance transfer, bank transfers, ach, etc.). Ability to print transaction detail, if necessary.
- Ability to stop or cancel payment of a check on-line and retrieve history of stop payments.
- Ability to handle utility receipts using electronic data transmission service, batching transactions so that the total transmitted is the amount shown on the bank statement (and tied to general ledger).
- Ability to handle other deposits via commercial bank deposit for both the operating and utility account, including cash, at a convenient local branch or main banking facility.
- Merchant banking services for utility credit card transactions using stand alone unit and transmitting transactions daily with one deposit total showing on the bank statement. (In the future, may move to credit card transactions being handled directly into the accounting system.)
- Ability to take advantage of new technology and on-line features as they become available so that the City of Marco Island can most efficiently handle their banking needs.
- Access to customer service representative who is assigned to the City of Marco Island to answer all questions or refer to appropriate person. Currently, one representative may assist the Finance Director with issues related to interest rates, wires, etc. and another representative assigned to assist the Controller with issues related to bank fees and other procedural issues, including on-line access.

O. DESIGNATED BANK CONTACT: Bank shall designate an account executive, preferably at the Marco Island location, who shall serve as the overall representative to the City for all banking services.

VII. PAYMENT FOR SERVICES

The financial institution's method of compensation for services performed must be clearly stated in the Services Proposal. Financial institutions that utilize minimum balance requirements, interest bearing accounts, compensation accounts, and/or fee schedules must clearly state the basis for their compensation. This information must include, but is not limited to, schedule for bank fees and minimum balance requirements, if any. Interest provided on City accounts must be stated in relation to the State Board of Administration rate.

The City requests an option to pay for services through the use of a compensation account. A target balance, agreed to by the City and the financial institution, sufficient to pay all monthly bank service charges shall be maintained in the compensation account. The City will receive an interest credit allowance on the balance in the compensation account, tied to Federal Fund rate, which shall be used to pay the monthly bank service charges. The target balance shall be adjusted by mutual agreement to cover bank service charges without restricting unnecessary funds in the compensation account.

Please see attached schedule of services and estimated annual volume.

VIII. REFERENCES:

Bank shall provide the City with a minimum of three commercial account references.

IX. SELECTION CRITERIA

Proposals for Banking Services received shall be reviewed and evaluated using the following criteria:

- A. Bank's ability to meet requirements in this Request for Proposal.
- B. Services available from Bank which exceed Proposal requirements.
- C. Cost of banking services.
- D. Investment earnings rate.
- E. Clarity, simplicity, and understandability of Bank statements.
- F. Location and physical convenience of Marco Island facility.
- G. Experience and expertise of Bank's designated representative.
- H. Bank's reputation for customer service, evidenced by references.

X. BANKING SERVICES CONTRACT

Following review of proposals received and, if requested, interviews with banks, the City will enter into contract negotiations with the top-ranked financial institution. This Request for Proposals and the bank's proposal may, in full or in part thereof, be incorporated into and made a part of the final contract. Final written contract must be in a form acceptable to the City Attorney. The City reserves the right to negotiate the terms and conditions of the contract with the selected bank. Any and all legal action

necessary to enforce the terms of the contract shall be held in Collier County, Florida, and shall be interpreted according to the laws of the State of Florida.

Initial contract shall be for a three-year period October 1, 2006 through September 30, 2009. By mutual consent, the contract may be extended for two one-year periods to end September 30, 2011. During the contract period, the City reserves the right to restate and/or renegotiate with the selected bank any deletions, additions, or changes to the contract as may be necessitated by law or changed circumstances. Either party to the contract may terminate the agreement by providing thirty (30) days written notice to the other party.

XI. INSTRUCTIONS REGARDING PROPOSALS

Proposal must include and be in a format as follows:

- A. TITLE PAGE:** indicating "Banking Services Proposal" and showing the name and address of the financial institution as well as the contact person for the firm and a phone number.
- B. SIGNED LETTER OF TRANSMITTAL:** including an affirmative statement to meet performance specifications and to provide required services as listed in this Request for proposal.
- C. DOCUMENTATION:** addressing each of the points in this Request for Proposal.

Any questions or requests for information or clarification regarding this Request for Proposals should be directed to:

**William P. Harrison
Finance Director
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145
PHONE: (239) 389-5006
FAX: (239) 389-4359**

PART C.
BANKING SERVICES & MERCHANT CARD PROCESSING SERVICES
RFP 06-063

**PRICING PROPOSAL
SERVICES AND ESTIMATED MONTHLY VOLUME**

SERVICE DESCRIPTION	VOLUME	PRICE	DESCRIPTION
ACH MONTHLY BAS	2		Monthly charge to maintain customer on the ACH System
ACH BASIC ORIGI	5		Charge for originating an ACH credit transaction
ACH BASIC ORIGI	2,160		Charge for originating an ACH debit transaction
ACH ACH ADDENDA	37		Charge for each addenda record included with an ACH received or originated credit/debit transaction
ACH RECEIPT	34		ACH debit or credit item posted to the account
ACH RETURN ITEM	2		Charge for any originated items returned to the Bank
ARP MONTHLY BAS	1		Monthly charge to maintain ARP service
ARP CHECKS PAID	483		Fee assessed for every check handled by ARP (paid or returned)
ARP CHECKS ISSU	584		Per item charge for each check issue provided to the ARP system
ARP PAID NO ISS	8		Per item fee for customers who fail to send in their issue file
ARP DATA ENTRY	4		Any manual entry to update ARP file
POS PAY MONTHLY	1		Monthly Fee for Positive Pay (In addition to regular ARP fees)
PP POSITIVE PAY EXCEPTION REPORTED	9		Charge per positive pay exception item reported through on-line banking
CCA DEPOSIT CD-	1		Per CD ROM created for deposited items
EDS: ED ITEM BE	3,050		Per electronic deposited item received before 4:00 PM Local
EDS: ED ITEM AF	2,792		Per electronic deposited item received after 4:00 PM Local
EDS: ED ITEM CL	686		Clearing electronic deposited item - drawn on City of Marco's bank
EDS: ED ITEM CL	5,155		Clearing electronic deposited item - transit clearing as substitute check
EDS: MICR REJEC	2		MICR Correction of electronically deposited item
EDS: CLIENT SOFTWARE MAIN	1		Tiered based on number of locations
ZBA: ZERO BALANCE	1		Monthly charge to master ZBA account for ZBA processing
CCA COMPOSITE G	1		Fee for maintaining an analysis composite group
CCA ITEMS RETUR	9		Per deposited item returned from paying bank
CCA MULTI SIGNE	385		Fee per item for verification of multi signers on a check
CCA MULTI SIGNE	3		Monthly base fee for multi signer verification
CCA CHECK PAID	1		Per check paid that rejects in Item Processing due to bad encoding; bad encoding typically occurs when customers print their own checks with poor quality ink. Volumes are triggered at all 5 Item Processing capture sites.
CCA RETURN INST	1		Fee for processing a special instruction for returned deposited items
CCA: ITEM DEPOS	1,014		Per item charge for depositing unencoded items. XAA includes external clearing costs.
CCA MONTHLY MAI	4		Flat Monthly Maintenance charge regardless of account balance
CCA: RDI DATA C	94		Charge per keystroke of supplemental data keyed on a return item (maker name, check date, etc.)

CCA: RETURNS MG	2		Monthly charge for use of the Returns Management module in on-line banking per Account
CCA: RDI PER IM	18		Charge per image of a Returned Deposited Item. Note: one image is generated for the front of the check, and one image is generated for the back of the check.
WIRE: ACTIVITY	3		Monthly fee to receive a mailed copy of wire activity statement
WIRE: INCOMING	2		Commercial-formatted in accordance with Fed
WIRE: OUTGOING	2		Commercial-free formatted at time of initiation
CCH BANKING CEN	19,668		Per \$1.00 in coin/currency deposited at a banking center
INBOUND WIRE CO	2		Per incoming wire confirmation reported through on-line banking
DIR BBR BASE	1		Monthly charge for on-line banking information reporting module
DIR ACH BASE	1		Monthly charge for on-line banking ACH module
DIR STOP BASE	1		Monthly charge on-line banking Stop Payment module
DIR BOOK BASE	1		Monthly charge on-line banking Internal Transfer module
DIR BBR PER ACC	4		Per account that receives information reporting through on-line banking
DIR BBR DETAIL	1,418		Per field of both summary and detail account information reported through on-line banking. All accounts are automatically billed for 7 summary fields each business day.
DIR: DIR BBR INTRA DAY	2		Monthly charge for on-line banking Intra Day Module
ZBA: MAINTENANCE	1		Monthly charge for sub ZBA accounts for ZBA processing
CCA CHECKS PAID	502		Checks Paid
CCA OTHER DEBIT	25		Checks or other Debits Paid
CCA COMMERCIAL EPOSITS	167		Commercial Deposits

Part D
BANKING SERVICES & MERCHANT CARD PROCESSING SERVICES
RFP 06-063

PROPOSERS QUALIFICATIONS

PROPOSER'S QUALIFICATIONS:

1. For all banking Services proposals, the proposer must be registered as a Qualified Public Depositor with the State of Florida on the date the proposal is due at the City of Marco Island. Banks that are not so registered will be disqualified without exception.
 2. The proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The City reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the work.
 3. The financial institution must be organized for the purpose of providing commercial banking services and have three (3) years previous experience with proven effectiveness in administering the specific services for governmental institutions.
 4. The bank must maintain its home or full service branch within the City Limits of Marco Island.
 5. The bank must maintain a drug-free workplace policy.
 6. A local contact must be provided that will resolve issues in a timely manner. Contact shall be at a decision making level.
-

Part E
BANKING SERVICES & MERCHANT CARD PROCESSING SERVICES
RFP 06-063

GENERAL TERMS AND CONDITIONS

Section 1. Definitions

1.1 The term "Owner" used herein refers to the City Council of the City of Marco Island, or the City Manager as its duly authorized representative.

1.2 The term "Project Manager" used herein refers to the Owner's duly authorized representative .

1.3 The term "Proposer" used herein means a duly authorized firm that submits a proposal directly to the Owner in response to this solicitation.

1.4 The term "Successful Proposer" means the most qualified, most responsible and most responsive Proposer who is awarded the contract by the City, on the basis of the Owner's evaluation.

1.5 The term "RFP" includes the Legal Advertisement, the Instructions to Proposers, the Pricing Proposal and the Contract Documents as defined in the Agreement. The term "Proposal Documents" shall be deemed to mean the same as and shall be used interchangeably with the terms "Contract Bidding Documents" and "Contract Documents".

1.6 The term "Pricing Proposal" shall mean a completed Price Proposal, bound in the Proposal Documents, properly signed, providing the Owner a proposed cost for providing the services or Work required in the Contract Bidding Documents.

Section 2. Preparation of Statement of Qualification

2.1 The RFP must be submitted with the standard forms herein furnished by the Owner (as contained in these RFP Documents). The Proposer shall complete the RFP in ink or by typewriter and shall sign the RFP documents and RFP correctly. The bid may be rejected if it contains any omission, alteration of form, conditional bid or irregularities of any kind. Proposals must be submitted in sealed envelopes, marked with BANKING SERVICES & MECHANANT CRD PROCESSING SERVICES, , RFP Number 06-063 and Proposal opening Date and Time of time, month date year, and shall be addressed to the City of Marco Island, Finance Director, 50 Bald Eagle Drive, Marco Island, Florida 34145. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another sealed envelope addressed as above. Proposals received at the location specified herein after the time specified for RFP opening will be returned to the Proposer unopened and shall not be considered.

Section 3. Right to Reject Proposals

3.1 The Owner reserves the right to reject any and all RFP or to waive informalities and negotiate directly with the apparent lowest and most qualified Proposer to such extent as may be necessary for budgetary reasons.

Section 4. Signing of Proposals

4.1 RFPs submitted by a corporation must be executed in the corporate name by the president or a vice president, and a corporate seal must be affixed and attested to by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature.

4.2 RFP proposals by a partnership must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below said signature.

4.3 If Proposer is an individual, his/her signature shall be inscribed.

4.4 If signature is by an agent or other than an officer of corporation or general partner of partnership, a properly notarized power of attorney must be submitted with the RFP.

4.5 All RFPs shall have names typed or printed below all signatures.

4.6 Failure to follow the provisions of this section shall be grounds for rejecting the RFP as irregular or unauthorized.

Section 5. Withdrawal of Proposals

5.1 Any RFP may be withdrawn at any time prior to the hour fixed in the Legal Advertisement for the opening of Bids, provided that the withdrawal is requested in writing, properly executed by the Bidder and received by Owner prior to Proposal Opening. The withdrawal of a Proposal will not prejudice the right of a Proposer to file a new Proposal prior to the time specified for Bid opening.

Section 6. Late Submittals

6.1 No Proposal shall be accepted if it is submitted and received after the time specified in the Legal Advertisement. The time clock to be used to determine the time of day at any moment and the specified time for the Proposal opening shall be that instrument owned or used by the Owner for the designated Proposal opening. For the purposes of the designated Proposal opening, the Owner's time clock shall be assumed to be correct and accurate.

Section 7. Interpretation of Contract Documents

7.1 No interpretation of the meaning of the plans, specifications or other RFP Documents shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect. All requests for interpretations or clarifications shall be in writing, addressed to the Finance Director, to be given consideration. All such requests for interpretations or clarification must be received at least ten (10) calendar days prior to the Proposal opening date. Any and all such interpretations and supplemental instructions shall be in the form of written addendum which, if issued, shall be sent by mail or fax to all known Proposers at their respective addresses furnished for such purposes no later than two (2) working days prior to the date fixed for the opening of Proposals. Such written addenda shall be binding on Proposer and shall become a part of the Submittal

7.2 It shall be the responsibility of each Proposer to ascertain, prior to submitting its Proposal, that it has received all addenda issued and it shall acknowledge same in its Proposal.

Section 8. Examination of Site and Contract Documents

8.1 By executing and submitting its RFP, each proposer certifies that it has:

- a. Examined all proposal Documents and stated requirements thoroughly;
- b. Become familiar with all federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and
- c. Correlated all of its observations with the requirements of the Contract Bidding documents.

No plea of ignorance of conditions or difficulties that may exist or conditions or difficulties that may be encountered in the execution of the Work pursuant to these Contract Bidding Documents as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for any failure or omission on the part of the Successful Proposer, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

Section 9. Award of Contract

9.1 Any prospective proposer who desires to protest any aspect(s) or provision(s) of the proposal invitation shall file his protest with the City Manager in writing prior to the time of the bid opening.

Award of contract shall be made to the most responsive and most qualified Proposer, determined on the basis of the entire Proposal and the Owner's investigations of the Proposer. When the contract is awarded by Owner, such award shall be evidenced by a Notice of Award, signed by the Director of Finance of the Owner and delivered to the intended awardee or mailed to awardee at the business address shown in the Proposal documents.

PART F
BANKING SERVICES & MERCHANT CARD PROCESSING SERVICES
RFP 06-063

REQUIRED SUPPLEMENTAL FORMS

- F-1 Declaration Statement
- F-2 Statement of Public Entity Crimes
- F-3 References
- F-4 Insurance
- F-5 Exceptions to requirements of Proposal

FORM: F-1
RFP 06-063
BANKING SERVICES & MERCHANT CARD PROCESSING SERVICES

DECLARATION STATEMENT

Full Name of Proposer _____

Main Business Address _____

Telephone No. _____ Fax No. _____

To: City Manager, City of Marco Island, Florida
(hereinafter called the Owner)

The undersigned, as Proposer hereby declares that he has examined the Scope of Services, and informed himself fully in regard to all conditions pertaining to the work to be done. The Proposer further declares that the only persons, company or parties interested in this Proposal or the RFP to be entered into as principals are named herein; that the Proposal is made without connection with any other person, company or companies making a Proposal; and it is in all respects fair and in good faith, without collusion or fraud.

The services to be furnished by us shall be performed in accordance with the requirements of the Request for Proposal RFP 06-063 BANKING SERVICES & MERCHANT CARD PROCESSING SERVICES as issued by The City of Marco Island.

The undersigned do agree that should this Proposal be accepted, to execute a contract and present the same to the Finance Director for approval within fifteen (15) days after being notified of the award. The undersigned do further agree that failure to execute and deliver said forms of Contract within fifteen (15) days will result in damages to the City.

Further, the Bidder acknowledges receipt of Addenda as follows:

Addendum Number	Date Issued	Contractor's Signature (Full Name)
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day _____, 2005 in the City of _____, in the State of _____.

Firm's **Complete Legal** Name

Check one of the following:

- Sole Proprietorship
- Corporation or P.A.
- Limited Partnership
- General Partnership

Phone No. _____

FAX No. _____

Address

City, State, Zip

BY: _____
Typed and Written Signature

Title

FORM F-2
RFP 06-063
BANKING SERVICES & MERCHANT CARD PROCESSING SERVICES

**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.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
For _____

2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)
whose business address is: _____

(if applicable) its Federal Employer Identification Number (FEIN) is

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____ and my relationship to the entity named
(please print name of individual signing)
above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliated" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,

shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

_____ The entity submitting this sworn statement, or one 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.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature in the space provided on this _____ day of _____, 2006.

NOTARY PUBLIC
Commission number: _____
Commission expires: _____

FORM F-3
RFP 06-063
BANKING SERVICES & MERCHANT CARD PROCESSING SERVICES

References

****Please provide a minimum of three commercial account references***

CUSTOMER/ CLIENT

Reference (Name, Title and Phone No.)

1.* _____

2.* _____

3.* _____

4. _____

5. _____

6. _____

Dated _____

BY: _____

Signature

Print Name

BIDDER'S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance may be required within five (5) business days of the award of bid.

Bidder

Insurance Agency

Signature of Bidder

Signature of Bidder's Agent

Date: _____

FORM F-5

RFP 06-063

BANKING SERVICES & MERCHANT CARD PROCESSING SERVICES

PROPOSAL EXCEPTIONS

OUR BANK CAN COMPLY WITH ALL ASPECTS OF THE CITY'S BANKING SERVICE REQUIREMENTS.

_____ **YES** _____ **NO** **If no, detail below.**

EXCEPTIONS to the requirements in this Request for Proposal:

Page: _____

Paragraph or Item Number: _____

Exception/Deviation: _____

Describe: _____

Page: _____

Paragraph or Item Number: _____

Exception/Deviation: _____

Describe: _____

Page: _____

Paragraph or Item Number: _____

Exception/Deviation: _____

Describe: _____

(ADD ADDITIONAL SHEETS AS NECESSARY)