

**CITY OF HIALEAH, FLORIDA  
REQUEST FOR PROPOSAL  
FOR BANKING SERVICES**

**RFP NO. 2010/11-4200-36-001**



**SPECIFICATIONS  
PREPARED BY:  
FINANCE DEPARTMENT**

**BID DOCUMENTS  
PREPARED BY:  
PURCHASING DIVISION**



## CITY OF HIALEAH

### REQUEST FOR PROPOSAL FOR BANKING SERVICES Proposal No. 2010/11-4200-36-001

#### I. INTRODUCTION

##### A. **General Information:**

The City of Hialeah, Florida, is requesting proposals and competitive quotations of prices to provide banking services as specified herein for a period of three (3) years with an option for renewal for two (2) years, at the discretion of the City., The City will consider a bank with a diversity of experience, background and capabilities to assist the City in meeting its banking needs.

##### B. **RFP Schedule:**

June 28, 2010	Distribution of Request for Proposal.
July 20, 2010	Formal opening at 11:00 a.m. All sealed RFPs must be in the City Clerk's Office by 11:00 a.m.
August 2 – August 6, 2010	Selection of Finalist to be published.
August 9 – August 13, 2010	Oral Presentations for chosen finalists.
On or before August 16, 2010	Recommendation of award by Selection Committee to the Mayor.
August 24, 2010	Date of Award – City Council Approval.
On or before October 1, 2010	Anticipated implementation date for contract.

##### C. **Selection Criteria:**

A committee will be established to review and evaluate all proposals as follows:

1. Completeness of proposal and compliance with all requirements of this proposal;

2. Proposed cost of services and investment rates of interest on daily account balances;
3. Demonstrated willingness and ability, as substantiated by the proposal, to provide those services specified in Section III - Scope of Banking Services;
4. Demonstrated knowledge and experience in dealing with government entities as substantiated by the proposal.

The committee will rank order all proposals, which are determined to meet the specifications and compliance requirements of this RFP.

The committee will forward all proposals along with recommendations to the Mayor, who will make a final recommendation to the City Council.

5. The following criteria will be used by the committee to evaluate RFP responses and to make a recommendation to the Mayor.

- |               |  |
|---------------|--|
| 0 – 20 points | The proposed earnings rate on overnight cash balances.                                       |
| 0 – 10 points | Physical proximity of City offices and activities to banking locations.                      |
| 0 – 15 points | The aggregate costs of banking services.   |
| 0 – 10 points | The experience and continuity of the bank officials identified as primary contact personnel. |
| 0 – 10 points | The completeness of the response to all required items on the standardized bid forms.        |
| 0 – 10 points | Responses from references.   |
| 0 – 10 points | Bank financial stability as provided by a bank rating service.                               |
| 0 – 5 points  | Additional services and features provided to the City.                                       |
| 0 – 10 points | Technology, hardware and fraud protection to be provided to the City.                        |

The possible score is 100 points.

**D. No Collusion:**

By offering a submission to the RFP, the proposer certifies that it has not divulged to, discussed or compared his/her competitive proposals with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever.

**E. RFP EXPENSES STATEMENT:**

All vendor costs associated with this RFP will be the responsibility of the vendor.

**F. NO CORRECTION:**

Once a competitive proposal is submitted, the City shall not accept any request by the proposer to correct errors or omissions in any calculation or competitive price submitted.

**II. SPECIFICATIONS/COMPLIANCE REQUIREMENTS**

The proposer must include and/or demonstrate compliance with the following requirements:

1. Be a qualified public depository as designated by the Office of the State Treasurer and as required by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
2. Be a member of the Federal Reserve System.
3. Have a branch(es) located within the territorial limits of the City of Hialeah, Florida.
4. Be capable of executing Automated Clearing House (ACH) and Direct Payroll Deposit transactions.
5. With respect to item (4) above, state whether the bank can originate those transactions, or whether it relies upon a correspondent bank to perform this function.
6. Supply audited financial statements for the last two years; including the independent and auditor's management letter.
7. Provide a listing of offices/branches within the City and hours of operation.

8. Completion of the attached bid form (Exhibit I) indicating the per unit costs for the services requested with and without Data Transmission services.

### **III. SCOPE OF BANKING SERVICES**

#### **A. General:**

The banking services detailed in this section are to be performed for the City on a contractual basis for three (3) years with an option for renewal for two (2) years. The banking services bid form indicates the number of transactions anticipated, and although this is the City's best estimate, the City does not guarantee these volumes. In addition to the services specified, the City is willing to consider alternatives, which meet or exceed those requirements.

#### **B. Operating Accounts:**

It is the intent of the City that all monies in all of its accounts shall earn interest on a daily basis.

City funds will be deposited daily. Funds deposited by 2 o'clock p.m. shall be available the next business day. Electronic Fund Transfers (EFT) will be credited and available on the same day at time of transfer.

The City's main operating account covers a variety of activities. Several of the City's departments are responsible for their own deposits, and require a 24-hour deposit capability for their collections. Deposits will be made by either City employees or a security service. Upon verification of the deposit, a copy of the deposit slip must be acknowledged by the bank and mailed to the City's Finance Department on the day of verification.

The average amount of money processed through the operating accounts each month is twenty million dollars.

The bank must have the capability of receiving electronic transfers and wire transfers from the state, federal, and local governments for items such as state revenue sharing, federal grants and community development block grants.

#### **C. Payroll Account:**

The City is on a biweekly payroll basis, paying an average of 2000 employees every other Friday. The net payroll amounts to approximately two million dollars per pay period.

The City will not deposit funds to the payroll account. Instead, the bank will operate a “zero balance account,” to which funds are automatically transferred from the main operating account as payroll checks are presented to the bank for payment.

The City currently offers a voluntary direct deposit payroll system to its employees. The bank must have the capability of processing this “direct deposit payroll” whether the employees’ accounts are at the bank or at other banking institutions. Direct deposit participation for City employees is currently at 70%, and is expected to increase.

**D. Coin Deposits:**

The City generates collections of coins in 1 cent, 5 cents, 10 cents, 25 cents, 50 cents, and \$1 denominations, ranging from approximately \$200.00 to \$300.00 per day. The coins are collected by City employees, packaged and prepared for delivery to the location and/or individual specifically designated by the bank. The City will count the coins and prepare as many Fed ready bags as possible. The bank must provide adequate internal security to guarantee proper handling of such deposits. The bank will be expected to provide such mechanical sorting and/or counting equipment that may be required.

Foreign coins, tokens, slugs, mutilated coins, etc., will not be counted or assigned a value, but will be removed from deposits, accumulated, and turned over to the City’s Finance Department weekly. Details of this procedure will be worked out between the City’s Finance Department and the bank.

Coin deposits must be counted and documented during the business day received, or the following day if collection is received after the cut-off time established by the bank. All deposit slips will be delivered to the City’s Finance Department no later than the next working day following the deposit.

In addition to depositing coins, the City will require the bank to provide wrapped coins to be used as change.

**E. Investments:**

The bank will handle the purchase or liquidation of investments only upon written instruction by the Mayor *and* either the City Treasurer or the Finance Director (dual signature is required).

Investment transactions must be consummated on the same day that instructions indicate. Failure to consummate investments on a timely basis will constitute a breach of contract, and will constitute cause for immediate cancellation of the contract, or legal action for damages, or both.

Upon maturity or liquidation of an investment, written notification will be sent to the City's Finance Director showing the deposit of the proceeds. The same type of written notification will be required for all purchases of investments handled through the bank, whether purchased by check, wire transfer, electronic debit, etc. These notifications will be mailed on the same day that the transactions occur.

The City reserves the right to invest in time deposits of any bank, U.S. Government securities, repurchase agreements, or other investments deemed legal and prudent in the opinion of the City. In no case will the City be awarded time deposits at rates lower than those established in the competitive marketplace.

The bank shall provide safekeeping facilities for investments owned by the City, either within the bank's own facilities, or at the Federal Reserve. A copy of all safekeeping receipts will be issued to the City at the consummation of each investment transaction. A statement listing the details of all items in safekeeping will be furnished to the City at the end of each month.

**F. Compensating Balance:**

The proposer should clearly state the amount of compensating balance required, if any, during the duration of this contract along with any other anticipated costs not itemized on the bid form.

**G. Additional Demand Accounts:**

1. From time to time, the City may be required to open additional accounts not currently part of this agreement. When this occurs, the bank will set up and maintain additional accounts for the City. The cost will be consistent with the provisions of this contract.
2. The City reserves the right to establish accounts in other banks for additional services necessary to carry out City business.

**H. Wire Transfers:**

The City is required to wire transfer funds to other banks. This service will be provided on the request of the City's Finance Director or her designee. In order to maintain audit controls the bank will be provided with written guidelines to follow regarding these transfers. All wire transfers require verification or "call back" for authorization.

**I. On-line Banking:**

It is the City's intention to take advantage of on-line banking services, if offered. If your financial institution has this type of service, please include any cost and/or discounts on the bid forms.

**J. Overnight Investment Account:**

At the close of each business day, all collected balances in City accounts will earn interest in a Municipal NOW account.

***Alternative Investment Account***

Please describe alternative investment options, and provide a 12-month rate history.

All interest earnings will be computed in accordance with the negotiated rate that was agreed to in the contract for banking services. This negotiated rate shall be stated by prospective bidders as a rate that bears a direct relationship to the "average daily Fed Funds rate," as published in the Wall Street Journal. The rate bid by the bank will be quoted in decimal points, such as "the average daily Fed Funds rate, minus .35" (or 35 "basis points"), "the average daily Fed Funds rate, plus .10 etc. In **no case** will the City accept another source for computation of the interest rate.

**K. Automated Clearing House Transactions (ACH), Electronic Fund Transfers (EFT), Direct Payroll Deposit:**

1. The bank shall be required to execute ACH, EFT, and Direct Payroll Deposit transactions as required.
2. The bank will notify the City by telephone and provide a fax receipt of funds received through ACH. On the same business day, a credit memo should be mailed.

**L. Total account activity:**

The City presently has twenty-three (23) accounts. The General Fund and Payroll accounts generate the largest volume of activity. In particular, the payroll account provides biweekly payroll checks for approximately 2,000 employees. There shall not be any charge to City employees for payroll check cashing services. Since the City has a direct deposit payroll system for its employees, the successful proposer shall be able to provide that service for all City employees who maintain a checking or savings account with any local area institution.

**M. Statement Services:**

1. All demand and time deposit accounts maintained must be computerized so that reconciliation can be performed and balances are known by 9:00 a.m. daily.
2. The bank will provide monthly bank statements for all City accounts through the last day of each month. Statements shall be delivered to the City's Finance Department no later than the fifth banking business day of the following month.
3. In addition to regular statements, the bank must provide, on demand, daily balances in the depository accounts when such information is required by the City.

**N. Returned Checks:**

Should deposited checks be returned because of insufficient funds (or any other reason), one attempt will be made by the bank to redeposit the check, after which it will be forwarded to the City's Finance Department for processing.

**O. Lockbox Services:**

Currently, the City is using the Lockbox service in its License Division and Fire Department. Approximately 20,000 transactions are processed a year for each said department/division. The majority of the transactions for the License Division occur in the months of August through October. The information is retrieved by the City via online transmissions.

The bank will provide a lockbox service for the City's License Division and Fire Department collections, according to the following instructions:

1. The City will provide a post office box. The bank will retain a key to this post office box and have exclusive use of it. The bank must provide the internal security needed to guarantee proper handling of all deposits received through the post office box.
2. Each morning, the bank's personnel will empty this box of its contents, at an early enough hour to insure that all deposits will be processed prior to cutoff. The contents of the envelopes will be removed, and checks or cash will be verified against the payment stub.
3. All items will be processed by OCR scan, balanced and filmed, and the aggregate amount deposited the same day to the operating account. Deposit information will be provided electronically, by 11:30 am of the same day.

4. The utility stubs, one copy of the deposit slip, any items that cannot be processed, and a report containing all items processed in step (3) will be delivered to the appropriate City department/division, prior to 3:00 p.m. on the same day that they were received.
5. A copy of the same deposit slip will be delivered to the City's Finance Department on the same day that they were received.
6. Subcontracting of lockbox processing requires the City's prior approval.

**P. Data Transmission Services:**

The Data Transmission System should extend to other related financial service needs of the City. Particularly, the service should provide the following:

1. Daily balance reporting;
2. Initiate interbank transfers;
3. Wire transfers, stop payments, and photocopy requests;
4. Bank reconciliation's of checks;
5. Export other account information; and
6. Book transfers, credit inquiry and transaction searches.

The banking institution should state the software applications to be initiated, as well as the benefits of the data transmission service, and computer hardware requirements needed by the City. The banking institution shall provide adequate on-site training to City staff as it relates to the electronic handling of any type of transmission service of data. In addition, computer support personnel shall be available to the City on an on-going basis. If additional services can be provided, please include these costs on the attached bid form. (Exhibit I)

**Q. Employee Incentives to Purchase Residence in Hialeah and Other Incentives:**

It is the City's intent to encourage its employees to purchase their family home in Hialeah. To that end, the proposal should include any incentives that the bank is willing to offer City employees who purchase a principal residence in Hialeah, e.g., elimination/reduction of mortgage points at time of closing, or reduction in home mortgage rates, etc.

The bank shall state other incentives offered to City employees such as credit cards, mortgages, car loans, e.g., waiver of annual fees, lower annual percentage rates, free or reduced cost banking services, etc.

The proposal should clearly state the incentives offered. In the event no incentives can be offered, the proposal should include a statement to that effect.

**R. Designated Bank Contact Personnel:**

The bank shall provide a list of contact personnel within the bank who are qualified to provide information and assistance in the following areas on a daily basis. Include position, length of service, and summary of professional experience. Please attach listing to bid response form.

1. General Information
2. Investments and Safekeeping
3. Customer Service
4. Treasury Management

**S. Check Sort Maintenance:**

The banking institution shall provide bank statements on a monthly basis. The cancelled checks that correspond with the bank statements must be sorted numerically.

**T. Armored car services:**

The City has the necessity to utilize armored car services on a regular basis. The banking institution should facilitate this process. These deposits need to be delivered to a local financial office for same day credit. The banking institution must provide a Hialeah location, and the time the deposits need to be received for same day credit.

**U. Disasters:**

In the event of a disaster, such as a hurricane, flood, or civil unrest, the financial institution will have available, upon 24 hours notice, \$15,000 in cash for the City. The cash will be at a site mutually agreeable by both parties. In the event of a major disaster, such as a hurricane, the financial institution will have a facility open in Hialeah for the City's use within 72 hours after the event is over. This facility will also be used for City employees to cash payroll checks in addition to other City business. The City recognizes that it might have to make special accommodations, such as security and a location, for this to occur. The financial institution will include the City of Hialeah's needs in its disaster plan. Final details will be negotiated with the successful financial institution.

**V. Payment for Services:**

All account charges will be itemized on a monthly basis, and remitted to the City's Finance Department. Following the City's opportunity to review the statement of charges, the City will remit a check to the bank.

#### **IV. PROPOSAL DUE DATE**

Sealed proposals (One (1) original and six (6) complete copies) will be received at the Office of City Clerk, 501 Palm Avenue, 3<sup>rd</sup> Floor, Hialeah, Florida, no later than **Tuesday, July 20, 2010 at 11:00 a.m.**

Proposals will not be accepted after this time. Proposal shall be addressed in a sealed envelope as follows:

1. For Mail or Hand Delivery:

City of Hialeah  
Office of the City Clerk  
501 Palm Avenue, 3<sup>rd</sup> Floor  
Hialeah, Fl 33010

2. Submitted envelopes should be marked Request for Proposal Banking Services – Proposal No. 2010/11-4200-36-001

3. The proposals will be opened and announced by the City Clerk, or his designee, at the City Council Chambers, 501 Palm Avenue, 3<sup>rd</sup> Floor, Hialeah, Florida, on **Tuesday, July 20, 2010 at 11:00 a.m.** Thereafter, the proposals will be referred to a selection committee for evaluation.

#### **V. SUBMISSION OF PROPOSALS**

**A. Incurred Expenses:**

The City is not responsible for any expenses incurred in preparing and submitting proposals called for in this Request for Proposal.

**B. Interviews:**

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

**C. Request for Modification:**

The City reserves the right to request that the proposer modify their proposal to more fully meet the needs of the City.

**D. Proposal Acknowledgment:**

By submitting a proposal, the proposer certifies that they have fully read and understand the proposal and has full knowledge of the scope, nature and quality of work to be performed. Proposer should thoroughly examine and be familiar with these specifications. The failure or omission of any proposer to examine this document shall in no way relieve any proposer of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as evidence of compliance with this paragraph.

All proposals received from proposers in response to the Request for Proposal will become the property of the City of Hialeah and will not be returned to the proposers.

**E. Request for additional information:**

The proposer shall furnish such additional information as the City of Hialeah may reasonably require. This includes information, which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer, as it deems appropriate.

**F. Public Domain:**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal law, all proposers should be aware that the Request for Proposals and the responses thereto are in the public domain.

Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286, Florida Statutes. The City gives no assurances as to the confidentiality of any portion of any proposal once submitted.

**VI. INFORMATION REQUIRED OF PROPOSER**

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

**A. Title Page:**

1. Show the name of the bank, address, telephone number, name of contact persons, date and the subject: Request For Proposal Banking Services.

**B. Table of Contents:**

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

**C. Letter of Transmittal:**

Limit to one or two pages.

1. Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work.
2. Give the name(s) of the person(s) who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

**D. Proposer's Presentation:**

Presentation of all information required by this proposal and the bid form (Exhibit I).

**VII. QUESTIONS REGARDING SPECIFICATION OR PROPOSAL PROCESS**

**A. Request for Additional Information:**

Request for clarification or additional information must be submitted in writing, by fax, or via email to:

Carlos F. Lopez, Purchasing Supervisor  
City of Hialeah  
501 Palm Avenue, 4<sup>th</sup> Floor  
Hialeah, FL 33010  
305-883-5846 phone  
305-883-5871 fax  
[CLopez@hialeahfl.gov](mailto:CLopez@hialeahfl.gov) email

Oral representations may not be relied upon, and are in no way binding upon the bidding process and upon the contract.

Responses will be in writing and copies to all proposers as addenda to this RFP.

## **VIII. CONDITIONS OF PROPOSALS**

### **A. Late Proposals:**

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.

### **B. Completeness:**

All information required by the Request for Proposal must be supplied to constitute a qualified proposal.

### **C. Right of Refusal or Amendment:**

The City reserves the right to reject any or all responses and to waive any irregularity, variance or informality, whether technical or substantial in nature, in keeping with the best interests of the City. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

## **IX. TERMS AND CONDITIONS OF AGREEMENT**

The agreement to be entered into with the successful proposer will include, but not be limited to, the following terms and conditions:

1. The Bid Award is for three (3) years with an option for renewal for two (2) years. Either party may terminate the contract after one (1) year by giving ninety (90) days written notice to the other party.
2. The proposer shall agree to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by an act of omission of the proposer, its agents, servants, employees or others.
3. The City will enter into a signed contractual agreement with the bank selected. The language of the contract will incorporate the provisions of this RFP, and the response presented by the successful bidder. The final form of the contract will be negotiated with the successful financial institution.

**X. REFERENCES**

Please provide a list of three (3) governmental clients that have utilized the services being proposed to the City.

Include:       Name, Address, Contact, Telephone Number and Date of Contract

Be advised that these clients may be contacted during the evaluation phase.

**EXHIBIT I – BID FORM**

**Estimated Monthly Volume**

<b>Demand Deposit Services</b>	<b>Monthly Volume</b>	<b>Unit Price</b>
FDIC EXPENSE PER \$1,000	32,000	
ACCOUNT MAINTENANCE – MONTHLY	23	
CHECK RETURN STATEMENT	10	
DUPLICATE STATEMENT	1	
DEPOSITS CREDITED	150	
ELECTRONIC CREDITS POSTED	25	
DEPOSIT CORRECTION	5	
ON US ITEMS	150	
CLEARINGHOUSE ITEMS	2000	
LOCAL FED/IN STATE FED ITEMS	1000	
OUT OF STATE ITEMS	500	
ON US ITEMS – PRE-ENCODED	1000	
CLEARINGHOUSE ITEMS – PRE-ENCODED	25000	
LOCAL/IN-STATE FED PRE-ENCODED	15000	
OUT OF STATE ITEMS – PRE-ENCODED	5000	
DEPOSITED ITEM REJECTS	250	
ITEMS PAID	5000	
ELECTRONIC DEBITS POSTED	15	
OTHER MISCELLANEOUS DEBITS	20	

<b>Zero Balance Services (ZBA)</b>	<b>Monthly Volume</b>	<b>Unit Price</b>
ZBA MASTER ACCOUNT	1	
ZBA SUB ACCOUNT	5	

<b>Returned Check Services</b>	<b>Monthly Volume</b>	<b>Unit Price</b>
RETURNED ITEMS	200	
RETURN ITEMS – REPRESENTED	10	
RETURN ITEMS – MAKER REASON	50	

<b>Branch/Night Deposit Services</b>	<b>Monthly Volume</b>	<b>Unit Price</b>
BRANCH CASH OTC DEPOSIT/\$1000	150	
BRANCH COIN ORDER/ROLL	100	

<b>Cash Vault Services</b>	<b>Monthly Volume</b>	<b>Unit Price</b>
CASH VAULT MONTHLY MAINT 2-9 LOC	1	
CASH VAULT DEPOSITS	50	
VAULT DEPOSIT ERROR	10	
VAULT CURRENCY DEP FULL STRAP	100	
VAULT CURRENCY DEP HALF STRAP	10	
VAULT CURRENCY DEP LOOSE BILL	7500	

<b>ARP Services</b>	<b>Monthly Volume</b>	<b>Unit Price</b>
PARTIAL RECON – BASE FEE	10	
PARTIAL RECON – ITEM CHANGE	5000	
ARP AUTO D/T TO CLIENT/TRAN	1	
ARP AUTO D/T TO CLIENT/RCRD	5000	

<b>Check Sort Services</b>	<b>Monthly Volume</b>	<b>Unit Price</b>
RECON CHECK SORT – BASE FEE	10	
CHECK SORT – ITEM CHARGE	5000	

<b>ACH Services</b>	<b>Monthly Volume</b>	<b>Unit Price</b>
ACH MONTHLY MAINTENANCE	2	
ACH FILE TRANSMISSIONS, SELF	5	
CONSUMER PPD CREDITA ORIGINATED	3000	
ACH ADDENDA ORIG	100	
CORP CREDITS ORIG CCD, CCD+CTX	10	
ACH FAX PAGE	10	

<b>Wire Transfer Services</b>	<b>Monthly Volume</b>	<b>Unit Price</b>
WIRE TRANSFER MONTHLY MAINT/ACCT	14	
WIRE TRANSFER OUT NON-REP (OPER ASSIST)	10	
WIRE TRANSFER INCOMING	10	

<b>Lockbox Services</b>	<b>Monthly Volume</b>	<b>Unit Price</b>
LBX MAINTENANCE – MONTHLY	3	
LBX LOCKBOX DEPOSITS	50	
LBX REJECTED ITEMS	10	
LBX NON-REMIT MAIL/NO CHECK	500	
LBX PAID-IN-FULL REVIEW	300	
LBX INBOUND RECEIPTED DELIVER	10	
LBX DATA CAPTURE KEYSTROKES	20000	
LBX PACKAGE PREPARATION	50	
LBX POSTAGE PER ITEM	300	
RLBX AUTO D/T TO CLINT/TRAN	10	
RLBX AUTO D/T TO CLIENT/RCRD	50	
WLBX STANDARD ITEM	300	
WLBX ITEM RE-ASSOCIATION	300	
WLBX CHECK PRINT	300	

<b>Online Treasury Manager</b>	<b>Monthly Volume</b>	<b>Unit Price</b>
STOP PAYMENT/PER STOP	25	

<b>OTM Business</b>	<b>Monthly Volume</b>	<b>Unit Price</b>
PD ACCT MAINT/2-3 ACCTS	1	
PD ACCT MAINT/4+ ACCTS	15	
PD DETAIL/PER ITEM	500	
PD DETAIL/PER ITEM	5000	
SPECIAL REPORT SERVICE	1	
ACH-EDI REPORT/PER MONTH	1	
IMAGE/PER RETRIEVAL	25	

Itemize any additional charges.

Partial reconciliation charges should include fine sort charges.

Data transmission services include accounts for balance reporting, detail items and the wire transfer initiation module.

The bank shall inform the City of any service to be provided that is not currently listed. The price shall be mutually agreed upon in writing by both parties.

The City shall be informed in writing of any contractual price change pursuant to FDIC Regulations.

**NOTE: UNIT PRICES MAY NOT INCREASE FOR THE FIRST THREE YEARS OF THE CONTRACT. SUBSEQUENT TO THE THIRD YEAR, PRICES WILL BE CAPPED TO A SINGLE INCREASE EQUAL TO THE CPI AS PUBLISHED ON DECEMBER 31 OF THE PREVIOUS YEAR FOR THE ADDITIONAL TWO YEARS IF THE TWO-YEAR RENEWAL OPTION IS EXERCIESED AT THE CITY'S DISCRETION.**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_

County of \_\_\_\_\_

I \_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the prices in the attached Bids or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ (Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

\_\_\_\_\_  
LEGAL SIGNATURE OF AFFIANT

\_\_\_\_\_  
(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of Florida

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Print, Type or Stamp commissioned name of Notary Public

**NOTARY SEAL**

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

\*Post office box addresses not acceptable.

**PURCHASING DIVISION  
CITY OF HIALEAH DISCLOSURE AFFIDAVIT**

I \_\_\_\_\_ being first duly sworn, state:

The full legal name and business address\* of the person or entity contracting or transacting business with the City of Hialeah are:

\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

If the contract or business transaction is with a corporation, the full legal name and business address\* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address\* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address\* shall be provided for each trustee and each beneficiary. All such names and addresses are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The full legal names and business address\* of any other individual (other) than subcontractors, material men, suppliers, laborers, or lenders who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with the City of Hialeah are:

\_\_\_\_\_  
\_\_\_\_\_

**Tax ID Number (F.E.I.N) or Social Security Number:** \_\_\_\_\_ - \_\_\_\_\_

**PROOF OF CORPORATE STATUS**

Please provide proof of corporate status. All vendors and bidders must be an active corporation in good standing in the State of Florida or any other State. If incorporated in a State other than Florida, then please provide proof that the corporation is registered to do business in the State of Florida in addition to proof of active corporate status. If incorporated in Florida, a computer print-out from the Department of State will be sufficient proof of corporate status. This requirement also applies to limited liability companies, partnerships, limited partnerships, joint-ventures, etc.

\_\_\_\_\_  
LEGAL SIGNATURE OF AFFIANT

\_\_\_\_\_  
(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public - State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Print/Type and Stamp commissioned name of Notary Public

**NOTARY SEAL**

Personally known \_\_ or Produced Identification \_\_\_\_

Type of Identification Produced \_\_\_\_\_

**\*\*Post office box addresses are not acceptable.**

**SWORN STATEMENT PURSUANT TO SECTION 287.133**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)  
by \_\_\_\_\_  
(Print individual's name and title)  
for \_\_\_\_\_  
(Print name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (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: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133 (1) (a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for 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, 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
7. 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The Entity submitting this sworn statement, or one or more of its officers, directors, executive, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

\_\_\_\_\_  
LEGAL SIGNATURE OF AFFIANT (Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of Florida My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Print, Type or Stamp commissioned name of Notary Public

**NOTARY SEAL**

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

\*Post office box addresses not acceptable.