

CITY OF NAPLES, FLORIDA
AGREEMENT
(BANKING SERVICES)

Bid/Proposal No. **15-030**

Clerk Tracking No. 15-00067

Project Name: **Banking Services**

THIS AGREEMENT (the "Agreement") is made and entered into this 6th day of May, 2015, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **First Florida Integrity Bank**, a **Florida Profit** Corporation, located at: **3560 Kraft Road; Naples, Florida 34105** (the "BANK").

WHEREAS, the CITY desires to obtain the services of the BANK concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the BANK has submitted an (RFP) **Request for Proposal No. 15-030** for provision of those services; and

WHEREAS, the BANK represents that it has expertise in the type of services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE
BANK'S RESPONSIBILITY

1.1. The Services to be performed by the BANK are generally described as **Banking Services** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The BANK agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the BANK pursuant to this Agreement.

1.3. The BANK agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The BANK agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified employee to serve as the BANK's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible

to act on behalf of the BANK with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The BANK has represented to the CITY that it has expertise in the type of services that will be required for the Project. The BANK agrees that all services to be provided by BANK pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by the BANK. In the event of any conflicts in these requirements, the BANK shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The BANK agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the BANK's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the BANK hereunder, and the BANK shall require all of its employees, agents, sub-consultants and affiliated banks to comply with the provisions of this paragraph. However, the BANK shall comply with the Florida Public Records laws.

1.7 The BANK agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the BANK violates the provisions of this paragraph, the BANK shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The BANK agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the BANK agrees not to disclose or use any information not available to members of the general public and gained by reason of the BANK's contractual relationship with the CITY for the special gain or benefit of the BANK or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the BANK's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions

to the BANK that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the BANK;
- (b) The time the BANK is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the BANK.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the BANK for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the BANK to enter the Project site to perform the services to be provided by the BANK under this Agreement; and
- (c) Provide notice to the BANK of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the BANK hereunder.

2.3. The BANK acknowledges that access to the Project Site, to be arranged by the CITY for the BANK, may be provided during times that are not the normal business hours of the BANK.

ARTICLE THREE TIME

3.1. Services to be rendered by the BANK shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed for an initial 5-year and 2-month period. An anticipated start date is August 1, 2015 through September 30, 2020. The CITY may exercise the option to extend the contract period two (2) times for one (1)-year periods each, for a possible seven (7) year contract. The decision to renew or extend the contract will be at the discretion of the CITY. Cancellation may be made with a 180 days advance written notice by either party. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the BANK be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the BANK, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the BANK shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the BANK may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the BANK's services from any cause whatsoever, including those for which the CITY may

be responsible in whole or in part, shall relieve the BANK of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The BANK's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the BANK fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the BANK until such time as the BANK resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the BANK's performance is or will shortly be back on schedule.

3.5 Liquidated Damages: Not applicable to this Agreement.

3.6 Bond. A Payment & Performance Bond not applicable to this Agreement.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the BANK by the CITY for all Services is not to exceed **\$123,000.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The BANK will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the BANK for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the BANK desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

ARTICLE SIX INDEMNIFICATION

6.1. The BANK agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the BANK and persons employer or utilized by the BANK in the performance of the Contract.

ARTICLE SEVEN INSURANCE

7.1. The BANK shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

**ARTICLE EIGHT
SERVICES BY BANK'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the BANK's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the BANK, as independent BANK or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE
WAIVER OF CLAIMS**

9.1. The BANK's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the BANK as unsettled at the time of the final payment. Neither the acceptance of the BANK's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the BANK.

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The BANK shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the BANK or by any of the BANK's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the BANK at least 30 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the BANK was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the BANK provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the BANK's remedies against the CITY shall be the same as and limited to those afforded the BANK under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 30 calendar day's written notice to the BANK. In the event of such termination for convenience, the BANK's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the BANK that are directly attributable to the termination, but the BANK shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

**ARTICLE ELEVEN
CONFLICT OF INTEREST**

11.1. The BANK represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The BANK further represents that no persons having any such interest shall be employed to perform those services.

**ARTICLE TWELVE
MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**ARTICLE THIRTEEN
NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the BANK to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the BANK shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following BANK's address of record:

First Florida Integrity Bank
3560 Kraft Road
Naples, Florida 34105
Attention: **Nancy Ortega**, SVP Director of Treasury Ops
FEI/EIN Number: On File

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN
MISCELLANEOUS**

14.1. The BANK, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the BANK without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The BANK shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The BANK shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20th Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

END OF ARTICLE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: *Patricia L. Rambosk*
Patricia L. Rambosk, City Clerk

By: *A. William Moss*
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: *Robert D. Pritt*
Robert D. Pritt, City Attorney

BANK:

First Florida Integrity Bank
3560 Kraft Road
Naples, Florida 34105
Attention: **Nancy Ortega**, SVP-Director of Treasury Ops

Kerry M. Prince
Witness

By: *Nancy Ortega*

Kerry M Prince
Printed Witness Name

Printed Name: **NANCY ORTEGA**

Title: **SVP-Director of Treas. Ops.**

FEI/EIN Number: On File (State: FL)

A Florida Profit Corporation

(CORPORATE SEAL)



EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Proposal, any issued Addendum(s) and Vendor's Submittal of (RFP) Request for Proposal No.15-030, titled Banking Services herein referenced and made a part of this Agreement.

END OF EXHIBIT A



REQUEST FOR PROPOSAL
CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

NOTIFICATION DATE: 03/13/15	TITLE: BANKING SERVICES	NUMBER: 15-030	OPENING DATE & TIME: 04/07/15 2:00 PM
PRE-PROPOSAL DATE, TIME AND LOCATION: Non-mandatory Pre-Proposal Meeting held March 20, 2015; 10:00 AM local time; Purchasing Conference Room - Naples City Hall - 735 8th Street - South, Naples FL 34012			

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: First Florida Integrity Bank	
MAILING ADDRESS: 3560 Kraft Road	
CITY-STATE-ZIP: Naples, FL 34105	
PH: 239-325-3748	EMAIL: nancyortega@flintegritybank.com
FX: 239-325-3797	WEB ADDRESS: www.firstfloridaintegritybank.com
AUTHORIZED SIGNATURE: <i>Nancy Ortega</i>	DATE: 3/26/15
PRINTED NAME/TITLE: Nancy Ortega, SVP Director of Treasury Ops	
<p>I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Naples the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.</p> <p align="center">FEL/EIN Number 20-8397856</p>	
<i>wo</i> Addendum #1	<i>wo</i> Addendum #2
<i>wo</i> Addendum #3	<i>wo</i> Addendum #4

PLEASE NOTE THE FOLLOWING:

- > This page must be completed and returned with your proposal.
- > Proposals must be submitted in a sealed envelope, marked with proposal number & closing date.
- > Proposals received after the above closing date and time will not be accepted.
- > Proposal tabulations will be available on the City of Naples web site www.naplesgov.com

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City of Naples

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April 7, 2015

City of Naples
Mr. Jed Secory – Purchasing Manager
735 8th St S.
Naples, FL 34102

Re: Executive Commitment Letter – RFP 15-030 Banking Services

Dear Mr. Secory;

First Florida Integrity Bank would like to thank the City of Naples for the opportunity to submit this request for proposal, which is valid until December 31, 2015. Our bank's main focus is to fulfill the financial needs of our community. We distinguish ourselves with seven stars in our logo which signifies our goal to set us apart from our competitors and operate under the "*Golden Rule*" and "*Seven Star Customer Service*."

We believe that the following sets First Florida Integrity Bank apart from other banks:


- locally headquartered in Naples, Florida
- sophisticated financial products and state of the art technology
- experience and reputation
- continued focus on Superior Customer Service

We have assembled experienced customer-oriented personnel, most of whom were an essential part of the former First National Bank of Florida. If awarded the banking business for the City of Naples, Nancy Ortega, Senior Vice President of our Treasury Operations Department will serve as your primary contact. The City of Naples will always have direct access to Nancy, as well as to both of us.

It is our goal to exceed your expectations. We encourage you to reach out to the references we have provided. Relationships are built on trust. We are proud of our relationships and the reputation we've earned. We are also proud of the state of the art technology that enables us to provide cost savings to our clients. We invite you and your staff to visit our main headquarters located at 3560 Kraft Road to tour our facility and to meet the Deposit Operations team as well as the staff in Nancy's department.

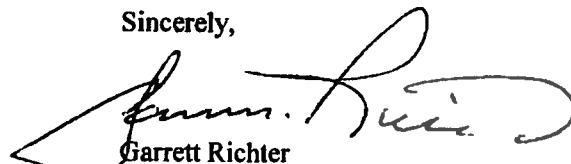
First Florida Integrity Bank is dedicated to delivering what we pledge. We wholeheartedly believe that "*people bank with people*." We are the bank "*Where Little Things Make a BIG Difference*."

Sincerely,



Gary L. Tice
Chairman and CEO

Sincerely,



Garrett Richter
President

Post Office Box 10910, Naples, FL 34101
(239) 348-8000 Office (239) 213-3342 Fax

Information Requested

4.1 Qualification and Experience**4.1.1. Describe the organization, date founded, ownership, and other business affiliations.****FFIB Response:**

At First Florida Integrity Bank "FFIB", we pride ourselves on being the premier community bank in Southwest Florida. We opened our doors on October 26, 2009 and are proud to be the bank of choice in our community. The bank's executive management team, led by Gary Tice, Chairman and CEO, and Garrett Richter, President, have strong ties to the community we serve. First Florida Integrity Bank is a privately held company and headquartered in Collier County, with all of our decisions being made locally. We offer a full array of banking services designed to meet the needs of personal and commercial customers. We practice the Golden Rule and are committed to providing you with the highest level of superior customer service available.

4.1.2. Provide the address of the office location that will service the account.**FFIB Response:**

FFIB has a convenient location located at 895 Fifth Avenue South Naples, FL 34102.

4.1.3. Describe the experience of the financial institution in providing similar services for other Municipal and local government clients.**FFIB Response:**

FFIB has been a valuable partner for our governmental clients throughout Southwest Florida with extensive experience serving their banking and financial needs for years. We continue to grow our presence as a strong Bank and look forward to the opportunity to continue building on our solid foundation. This gives us the ability to deliver a high level of service and attention to our customers. Within the past year, FFIB implemented banking services for the Collier County Clerk of Courts and the City of Marco Island who utilize the same services which the City of Naples requires.

4.1.4. Include one (1) electronic copy of the most recent audited financial statement with the proposal. If available, please provide an online address or link to your most recently audited financial statements.**FFIB Response:**

<https://www.firstfloridaintegritybank.com/files/TGR2014AuditedFinancials.pdf>

4.1.5. Provide a list of branch addresses for banking centers located near the City's cash collection centers (Attachment 5).**FFIB Response:**

Please refer to tab #7 for FFIB's convenient locations.

- 4.1.6 Complete the following table with current credit ratings by Standard & Poor’s and Moody’s Investors Services. If the Proposer is not rated by these rating organizations, provide other evidence of the institution’s financial strength and compliance.

	Standard & Poor’s Rating	Moody’s Rating
Firm / Bank	N/A	N/A
Short-Term Unsecured Senior Debt	N/A	N/A
Long-Term Unsecured Senior Debt	N/A	N/A
Outlook	N/A	N/A
Bank Holding Company	N/A	N/A
Short-Term Unsecured Senior Debt	N/A	N/A
Long-Term Unsecured Senior Debt	N/A	N/A
Outlook	N/A	N/A

FFIB Response:

As a newer Community Bank with no debt issued, we are not rated by Standard & Poor’s or by Moody’s.

- 4.1.7 Provide the name, title, address, phone number and email address of the primary contact person(s) that will be assigned to this account.

FFIB Response:

Your primary contact person will be:

Nancy Ortega
 SVP, Director of Treasury Operations
 3560 Kraft Road
 Naples, FL 34105
 Phone: 239-325-3748

- 4.1.8. Name the individuals who will work with the City on a day-to-day basis. Information should include:

- a. Biographical information
- b. Experience working with other municipalities.
- c. Proposed role with regard to the City’s account(s)
- d. Number of years of experience in this field
- e. Number of years with your firm

FFIB Response:

Please refer to tab #2

- 4.1.9. Describe your firm’s policy on changing the primary contact person on an account.

FFIB Response:

It is FFIB’s policy to inform customers of a change in their primary contact person. FFIB does not anticipate or foresee any changes. However, should a customer desire to change their primary contact the bank would try to accommodate their request.

- 4.1.10. Will a specific customer service representative or a customer service department be assigned to handle day-to-day transactions for the City?**

FFIB Response:

FFIB offers a unique blend: A Treasury Management Team who knows your business and has product expertise, stringent quality control, superior customer service, and on-call consultative specialists.

There will be several individuals available to handle the needs of the City at any given time. Your main Relationship Manager, Nancy Ortega, will ensure resolution to any situation, proactively service your account, and respond promptly to your needs. Nancy will serve as your advocate and will act as your liaison to other product specialists within FFIB. Additionally, Kerry Prince will serve as the City's secondary point of contact and will assist with the implementation, conversion and on-going relationship with the City to ensure all banking needs are met. Nancy and Kerry are supported by a team for day-to-day operational needs.

- 4.1.11. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolutions.**

- a. What are the hours of operation of each customer service unit involved in supporting the proposed services?**

FFIB Response:

FFIB's Treasury Operations Department is available 8:00 a.m. through 5:00 p.m. (EST), Monday through Friday. For after hour support please contact your primary contact, Nancy Ortega.

- b. If an error is discovered by the City, how would you propose to resolve it (i.e., who should the City contact first, etc.)?**

FFIB Response:

FFIB's treasury management team has a group email which is utilized to assist our customers. Should an error be discovered the City should email treasury operations at treasuryoperations@ffibank.com. Our Treasury Operations team is empowered to complete investigations and fully resolve inquiries, including making necessary adjustment to client's accounts. Should the City need further assistance, the City's primary contact, Nancy Ortega is available should be contacted.

- c. What is the general time frame for issue resolution?**

FFIB Response:

All items questioned are researched and corrected within 24 hours of notification.

- 4.1.12. After the initial transition, how frequently will the relationship manager attend on-site meetings with City staff?**

FFIB Response:

Unless the City of Naples instructs otherwise, after the initial transition, Nancy Ortega will meet with the City on a monthly basis to ensure all banking needs are met. Additionally, FFIB would like to attend City of Naples meetings regularly.

4.1.13. IT Resources: During what hours is technical support available (specify time zones)?

FFIB Response:

FFIB's Treasury Operations Department is available 8:00 a.m. through 5:00 p.m. (EST), Monday through Friday. For after hour support please contact your primary contact, Nancy Ortega.

4.1.14. Litigation: Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

FFIB Response:

FFIB has had no litigation or regulatory action past or present.

4.2. Scope of Services

4.2.1. Bank Services

4.2.1.1. Will the bank cash checks drawn on the City's account without charge to either the City or the check payee? If not, what is this charge? Is a check cashing agreement required? If yes, include a copy with your Proposal.

FFIB Response:

FFIB will cash checks at no charge with proper identification. The Bank does not require a check cashing agreement.

4.2.1.2. Would the bank be interested in offering a package banking, educational programs and/or special rates to the City employees? Please describe.

FFIB Response:

FFIB is pleased to offer our Totally Free Cash Back Checking to all City of Naples employees. FFIB will offer on-site sessions to make it fast and easy for your employees to open new accounts and to provide the City with custom promotional materials necessary for the City to promote on-site sessions to your employees. Additionally, FFIB will be happy to provide the City employees on-site educational training on the products and services which the bank provides, like mobile banking, mobile remote deposit, bill pay and electronic banking.

4.2.1.3. Would the employee be required to have their pay direct deposited into your bank to obtain these services?

FFIB Response:

No, FFIB's services/rates offered to the City of Naples employees are not contingent upon their direct deposits being deposited into the bank.

4.2.2. Overdrafts

- 4.2.2.1. What are the fees and interest charges associated with overdrafts? How are these charges calculated?**

FFIB Response:

There are neither fees nor interest charges associated with overdrafts.

- 4.2.2.2. Is there a fee per check or per occurrence when there is an overdraft?**

FFIB Response:

FFIB will not charge the City for any overdrafts.

- 4.2.2.3. Is there a daily cap on fees? If so, what is it?**

FFIB Response:

The City will not be charged any fees associated with overdrafts.

- 4.2.2.4. Describe the bank's policies concerning balance overdrafts. Indicate whether this is applied to each individual account or across all accounts of a client relationship.**

FFIB Response:

It is FFIBs commitment to not charge the City for any overdrafts.

- 4.2.2.5. Is wire transfer processing stopped when the intra-day-limit is reached?**

FFIB Response:

Intra-day limits do not apply. FFIB allows wire transfer processing as long as funds are available.

4.2.3 Deposit Processing and Verification.

The City collects checks at several locations throughout the City of Naples. Several of these locations such as Docks and Recreation Center will deposit checks directly into a local bank. Cash and checks are collected in the cashier's office, and then is picked up by a courier service and delivered to the bank. Based on this information please provide answers to the following questions.

- 4.2.3.1. What are the ledger cutoff times for deposits to branch and vault locations?**

FFIB Response:

Any deposits made through the local FFIB Branch before 5:00 p.m. and check deposits made via our remote deposit system, Remote Deposit Capture, by 7:00 p.m. will be given "next day" availability in accordance with Reg CC. Funds received through cash, wire transfer and/or ACH are given immediate availability if received before 5:00 p.m. As to bagged coin, deposited via armored car pickup bank will provide provisional credit once the City has emailed treasuryoperations@ffibank.com.

- 4.2.3.2. Do you offer "nightly deposit bags"? What fees or costs apply? What type of deposit bags does the bank allow/require? Can these bank supplies be ordered through the bank? Does the bank charge a fee for these bags? If so, is the fee a pass through charge or is it marked-up?**

FFIB Response:

FFIB offers various options for night deposit bags. If awarded the contract FFIB will provide night deposit bags free of charge.

- 4.2.3.3. Does the bank accept loose coin for deposit at branch locations or must coins be rolled? Can you supply the coin wrappers at no charge?

FFIB Response:

FFIB accepts loose and rolled coins for deposit at our convenient Fifth Avenue location. The bank will provide coin wrappers at no charge.

- 4.2.3.4. How are deposits credited? Are the items immediately verified? If provisional credit is given, when does verification take place? If the bank corrects a deposit, how will the City be informed of this change (i.e. phone call, online notification, email)?

FFIB Response:

When deposits are made at a branch location, deposits are credited same day. If a discrepancy is identified a correction is made immediately. If a deposit is made through the banks night drop, the deposit is opened and processed under dual control and if a variance is identified the City will be notified of the outage via telephone or email to the designated representative. As to bagged coin, FFIB will provide the City with armored car pickup Monday, Wednesday and Friday. The bank will provide provisional credit once the City has emailed treasuryoperations@ffibank.com with the deposit amount. Coin deposit adjustments will be handled per the specifications of the City which will be established at the time of account setup.

- 4.2.3.5. How does the bank determine and calculate availability of deposited items?

FFIB Response:

FFIB will provide next day availability on all domestic checks deposited into accounts. Foreign checks are handled on a case by case basis. All checks from other countries other than Canada are sent for collection. Any Canadian checks deposited will be available within 5 business days after deposit.

- 4.2.3.6. Does the bank give immediate availability for on-us items?

FFIB Response:

On Us items (Drawn on FFIB) – next day availability

- 4.2.3.7. Provide a copy of the availability schedules the bank proposes to use for the City. Include the availability schedules for branch deposits.

FFIB Response:

A copy of the availability schedule has been included in the RFP response. Please refer to tab#2.

- 4.2.3.8. Are weekend or holiday deposit services available? Is there an additional fee or discount for utilizing these services?

FFIB Response:

The City of Naples may transmit deposit files through Remote Deposit Capture or utilize the banks night drop on weekends and holidays. The deposits will be processed the next bank business day.

4.2.3.9. How does the Respondent determine and calculate funds availability for deposited items?

A. Does the Respondent give immediate credit for on-us items?

FFIB Response:

On Us items (Drawn on FFIB) – next day availability

B. Does the Respondent calculate funds availability by item or formula?

FFIB Response:

Funds are collected based on the ABA number of each individual check deposited.

C. Does the Respondent use a standard schedule? Accelerated schedule? How often is it update?

FFIB Response:

FFIB utilizes a standard schedule.

4.2.3.10. Provide a copy of the funds availability schedule that will apply to deposits into the City's accounts.

FFIB Response:

A copy of the availability schedule has been included in the RFP response. Please refer to tab#2.

4.2.3.11. How will the Respondent return the validated deposit to the City? Within what time frame?

FFIB Response:

For deposits made in the branch, FFIB will return the validated deposit ticket to the City of Naples at the time of deposit. Deposits made through the banks night drop, FFIB will return the validated deposit ticket to the City by the next business day, whether through email, fax, or US postal service, which is decided by the City. Additionally, all deposit tickets are able to be viewed through FFIBs electronic banking system the next business day.

4.2.3.12 Does the Respondent identify and adjust all discrepancies?

A. If no, at what dollar amount does the Respondent write off discrepancies?

FFIB Response:

Not applicable as FFIB resolves and adjust for all discrepancies.

B. What is the standard procedure for reporting deposit adjustments? What additional options are available (e.g., copies of multiple locations)?

FFIB Response:

FFIB will adjust all deposit receipts and will provide a debit or credit memo which outlines the reason for the adjustment, deposit breakdown, and a copy of the deposit ticket.

4.2.3.14. When counterfeit bills are discovered, what are the Respondent's notification and adjustment policy and process?

FFIB Response:

All deposit transactions are processed under dual control, in case of detection of counterfeit items; the deposit will follow the normal adjustment process with the addition of a completed copy of the SSF 1604 form. Furthermore, FFIB will notify the designated City representative of the occurrence.

4.2.4. Vault Services

- 4.2.4.1. Does the Respondent have an automated vault service? Describe the deposit and change order procedures, cut-off times, and other features of this system.**

FFIB Response:

FFIB can offer vault services utilizing Dunbar's Cash Manager Safe product. Dunbar Cash Manager Safes have a built-in bill reader that counts currency as it is fed into vault and detects counterfeit currency. This feature enables you to receive real-time balance information and reduce the time required to handle cash. Deposits are credited to your account for transactions daily via provisional credit. The contents of the safe are then collected by your armored courier. In many cases this may only need to be once or twice per week. This product is available to the City for \$500 a month.

The Dunbar Cash Manager Safe provides for daily provisional crediting of customer deposits that use a cash manager safe. With this Safe Solution, the City will deposit money into a safe much like putting money into a vending machine. The safe bill reader reads the denomination of each bill deposited and keeps track of how much money is deposited on a daily basis. Once money is deposited in the safe it can only be removed by the armored courier. The safe sends an electronic transmission to FFIB on a daily basis. FFIB then extends the customer a provisional credit in the form of a safe deposit credit to the City's corresponding account.

Change orders can be provided by Dunbar. Change orders are to be placed by 11:00 a.m. and the change order will be securely delivered on your next scheduled service day by Dunbar. This removes the City employee's exposure to risk when transporting money to and from the bank.

- 4.2.4.2. Will the Respondent offer Courier Service? Will it provide this service to the City? If so, what is the cost of this service?**

FFIB Response:

FFIB will provide armored car service Monday, Wednesday and Friday, 10 am to 1 pm, to pick up bagged coin deposits from the City at no additional cost. Provisional credit will be provided once the City has emailed treasuryoperations@ffibank.com with the amount being deposited.

- 4.2.4.3. Based on the City's volume of cash would the courier need to go to a cash vault?**

FFIB Response:

FFIB believes a cash vault may not be needed with a convenient Fifth Avenue location, .2 miles from City Hall.

4.2.5. Remote Deposit Capture

- 4.2.5.1. Describe the bank's ability to process checks by Remote Deposit Capture (RDC)?**

FFIB Response:

FFIB has a robust and easy to use remote deposit system with convenient data capturing, smooth check processing and malware protection. RDC will allow the City to electronically deposit checks, money orders, and certified checks the moment they are received without leaving the office. The digital deposit is then transmitted (over an encrypted Internet connection) to FFIB who accepts the deposit and posts the deposit to your account daily. Additionally, FFIB will provide up to 12 Digital check, TS240, multi feed scanners at no charge.

Remote Deposit Capture Benefits:

- Scan your deposits from your desk
- Eliminate trips to the bank
- Improve efficiency and profitability
- Same day deposit up to 7:00 pm EST on regular business days
- Onsite set up with Training
- Retrieve images of deposited checks (front and back) for life of account
- Set up multiple RDC users each with specific system level entitlements
- RDC service can accommodate as many accounts as needed
- Receive email confirmation for deposits made through RDC

4.2.5.2. When does your RDC service require that deposit totals be entered before or after scanning checks?

FFIB Response:

Prior to scanning each user will be required to enter the total number of checks and the total batch amount.

4.2.5.3. Is there a limit to the number of checks that can be contained in a single deposit?

FFIB Response:

There is no limit on the number of checks you can deposit in a single day.

4.2.5.4. Does your service allow for multiple deposits in a single day?

FFIB Response:

Multiple deposits can be submitted daily.

4.2.5.5. How will the City be notified of deposit corrections and/or adjustments?

FFIB Response:

Once the City has completed and closed the "deposit," your submission will be reviewed and proofed for accuracy. The City will receive an email alert for any required corrections and/or adjustments.

4.2.5.6. Describe the process used for balancing and correcting deposits transmitted to your institution.

FFIB Response:

FFIBs RDC system automatically performs the amount recognition and legal amount recognition of each check in lieu of key entry. Notifications are used by the Remote Deposit Capture application to let users know when the deposit has completed the CAR/LAR, keying, and /or balancing steps and the status of the deposit. An E-mail is sent to the user who created the

deposit along with any other interested parties designated. A notification will inform the user whether the deposit was approved without any errors, approved with adjustments, rejected, an item needs rescanning, there were duplicate items in the deposit, or there were rejected items in the deposit. The Deposit Results Report assists with determining the item that needs further attention. A deposit will be reopened if there are items that need to be rescanned or an item is rejected. When this occurs, the user will need to correct the deposit and resubmit it for processing.

- 4.2.5.7. Does your service offer the ability to adjust data using recognition technology Magnetic Ink Character Recognition (MICR), Optical Character Recognition (OCR), Intelligent Character Recognition (ICR) that was not captured correctly by a scanner? If yes, please describe. If no, does this service allow the addition, deletion and rescanning of checks during both the correction and balance functions?**

FFIB Response:

FFIBs RDC system does not allow for users to adjust scanned data. Should a deposit require rescanning or deletion the deposit will be reopened to be reprocessed and/or corrected for resubmission.

- 4.2.5.8. What equipment would the bank recommend? What is the price for this equipment? What is the current error rate for the scanners?**

FFIB Response:

FFIB utilizes Digital check, TS240, multi feed scanners. Scanners are placed on desktops and are directly connected to a windows based PC, requiring little desk space. Scanner errors are minimal when properly maintained by routinely utilizing scanner cleaning cards, which are provided by the bank.

- 4.2.5.9. Can checks be automatically endorsed with the RDC service? Is the automatic endorsement an electronic image or printed on the check?**

FFIB Response:

Yes, checks are automatically electronically endorsed.

- 4.2.5.10. What are the peak transaction times? How does this affect the system's response time?**

FFIB Response:

Monday's is when the bank's remote deposit system experiences high volume, however, remote deposit users do not typically experience any interruptions with scanning due to this. Should the City experience issues FFIBs Treasury Department is available for support and assistance.

4.2.6. Return Item Processing

- 4.2.6.1. Can returned items be automatically re-deposited? If so, how many times and at what cost?**

FFIB Response:

FFIB is able to process returned checks a second time prior to returning to the City of Naples. In the event of a second nonpayment, FFIB will debit the account to which the check was deposited and provide the check and debit advice to the City.

- 4.2.6.2. Does the re-deposit policy for returned ACHs differ from the policy for paper checks? If so, how does it differ?**

FFIB Response:

It is FFIBs policy to notify the City of returned/rejected ACH transactions within 24 hours of bank receipt. The City will need to re-originate the ACH as it is not bank protocol to re-submit an ACH once it is rejected.

Returned checks are automatically re-deposited a second time prior to returning to the City, unless directed differently. In the event of a second nonpayment, FFIB will debit the account to which the check was deposited and provide the check and debit advice to the City.

- 4.2.6.3. Does the bank offer Represented Check Entries (RCK) services?**

FFIB Response:

FFIB does not offer Represented Check Entry services

- 4.2.6.4. Can the bank provide a detailed return item transaction to the City? Can this report identify the payer's name, depositing location, deposit date and the type of item being returned?**

FFIB Response:

FFIB will provide the City with returned check images or ACH information, with depositing location, deposit date and reason for return via email within 24 hours of receiving the returned item.

- 4.2.6.5. Can the bank provide online access to electronic images (back and front) of returned items to the City? How soon after an item is returned can these images be accessed?**

FFIB Response:

Currently, images of return items are not available on-line. It is the Bank's procedure to provide a courtesy email with return item images and detail within 24 hours of receiving the returned item.

4.2.7. Check Disbursement/Positive Pay

- 4.2.7.1. Does the bank offer Positive Pay and Payee Positive Pay? Is there an additional charge for Payee Positive Pay versus Positive Pay?**

FFIB Response:

FFIB offers positive pay services for all types of disbursement accounts. FFIB provides payee verification as part of the Positive Pay service. This product is offered at no charge.

- 4.2.7.2. How would the City need to transmit check issuance information to the bank?**

FFIB Response:

Check issue files may be transmitted to FFIB by manual input into electronic banking or via upload into electronic banking.

- 4.2.7.3. What is the deadline for the transmission of check issuance files to the bank?**

FFIB Response:

Check issue files received between 8:00 a.m. and 5:00 p.m. will be processed the same business day. Files received after 5:00 p.m. are processed the next business day.

- 4.2.7.4. **How frequently can transmission files be uploaded to the bank for issuance of additional checks and/or recently voided items? Is there a limit to the number of files per day?**

FFIB Response:

FFIB does not limit the frequency issuance of Positive Pay files. Positive Pay files can be upload numerous times a day and will detect if a file has previously been transmitted.

- 4.2.7.5. **Does the bank offer the ability to manually enter one-time check disbursements issued outside of the regular batch file? Please describe.**

FFIB Response:

FFIB's electronic banking does offer a manual entry function. The customer will select the positive pay module within electronic banking. From the drop down menu select manual entry. The customer will be prompted to select the account which the check is drawn from and complete the check number, date issued, check amount, debit/credit and payee fields. Once this information is inputted the customer will upload the file to transmit the data to the bank.

- 4.2.7.6. **Does the bank provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted?**

FFIB Response:

FFIB's electronic banking provides the customer with acknowledgement of a successful file transmission in the top left corner of the screen at the time of upload.

- 4.2.7.7. **How will the City be notified of exception items? Can an e-mail be sent to specific users alerting them that there is an exception item to review?**

FFIB Response:

FFIB has multiple options to alert the City of an exception item which are through email, at time of login or via text message. The City's electronic banking administrator can set the appropriate alerts per user.

- 4.2.7.8. **Will an image of the exception item be available for viewing in the email or would the user be required to log into the bank's website?**

FFIB Response:

The user will need to login to the bank's electronic banking to view image of the exception items.

- 4.2.7.9. **What time will the City receive the information on exception items? How much time will the City have to review discrepancies and notify the bank to accept or reject?**

FFIB Response:

Pay/Return decisions are available at 8:00 a.m. Each exception must be reviewed and disposition as "pay" or "return" no later than 4:00 p.m. each business day.

4.2.7.10. Does the bank offer a “do not pay” default?

FFIB Response:

Yes, FFIB will utilize the default decision (of pay or return) chosen by the City during the set up process. If return default option is selected, the bank shall return to the depository bank any exception check drawn on the Account(s), unless the City issues a timely pay request.

4.2.7.11. Can stale-dated checks be reported as exception items?

FFIB Response:

Yes, stale dated checks can be reported as an exception item.

4.2.7.12. Is Positive Pay required for all demand deposit accounts, even on accounts with no check writing functionality? Can accounts be designated as “post no checks” to prevent potential fraud? What is the cost to make this account designation?

FFIB Response:

FFIB does not require all demand deposit accounts to utilize Positive Pay. The bank recommends check intensive accounts to utilize this product. FFIB can assign specific accounts to not post checks; there is no charge to apply this safe guard to an account.

4.2.7.13. Does the bank offer Teller Positive Pay? If so, can the City use positive pay services without Teller Positive Pay?

FFIB Response:

Yes, FFIB Teller Positive Pay is included as a part of our Positive Pay service. Teller Positive Pay service integrates your check issue information with our teller system, offering you further protection if criminals come to our banking centers to cash counterfeit checks drawn on your account.

In the event a counterfeit check is presented to an FFIB teller and the system alerts the teller that the does not match the data on your positive pay file. It is then FFIB’s protocol to contact a designated City employee to verify the check and to approve or deny the check.

4.2.8. Stop Payments

4.2.8.1. What term options are available for online stop payments? What are the fees for stop payment requests for various terms?

FFIB Response:

FFIB offers customers to initiate a stop payment through electronic banking for a fee of \$20. Stop payment requests expire after six months. FFIB can extend stop payments for longer periods upon request.

4.2.8.2. Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to become effective?

FFIB Response:

Stop payments are effective immediately.

- 4.2.8.3. Will the system automatically verify if a check has been paid before processing a stop payment?

FFIB Response:

FFIB's system automatically verifies the check has not already been presented for payment prior to finalizing the stop payment.

- 4.2.8.4. Can stop payments be automatically renewed? If so, how long? What are the associated fees for each renewal, if any?

FFIB Response:

Stop payment requests expire after six months. FFIB does offer a stop payment renewal up to an additional 6 month. The fee renewal fee is \$20, the same amount as the initial stop payment.

- 4.2.8.5. What is the cost associated with voiding checks?

FFIB Response:

Voided checks are identified in the City's positive pay files. FFIB suggest if the City has issued a voided check to a customer or vendor to place a stop payment through electronic banking to ensure proper security measures.

4.2.9. **ACH Processing**

- 4.2.9.1. What term options are available for online stop payments? What are the fees for stop payment requests for various terms?

FFIB Response:

FFIB offers customers to initiate a stop payment through electronic banking for a fee of \$20. Stop payment requests expire after six months. FFIB can extend stop payments for longer periods upon request.

- 4.2.9.2. What ACH transmission options are available?

FFIB Response:

The City may initiate ACH transactions using FFIB's electronic banking system. In the event the City is unable to login to electronic banking, FFIB does have alternative avenues to assist in originating a file.

- 4.2.9.3. For outgoing ACH transmissions, what options are available in transmitting Addenda information (i.e. CCD, CCD+ and CTX)? Is there any special processing requirements or can this information be added to the NACHA file? Are there any additional costs associated with sending Addenda information?

FFIB Response:

FFIBs electronic banking system has the capability to transmit addenda information which is included in the NACHA file loaded by the City. FFIB does not charge to transmit addenda information.

- 4.2.9.4. In what ways can the City gain access to Addenda information (i.e. CCD, CCD+ and CTX) for incoming ACH transactions? Can this information be viewed online with current and previous day reporting or does the City need to download special EDI reports? Are there any additional costs associated with receiving Addenda information?

FFIB Response:

The City can review incoming ACH addenda information through FFIBs electronic banking system. Addenda information can be viewed online with current and previous day reporting under transaction history. There is no additional charge for this service.

- 4.2.9.5. What are the transmission deadlines for ACH files? When does the bank need the file from the City for payments to be made by 12:01 a.m. but no later than 8 a.m. on Friday morning? When are funds debited from City accounts?**

FFIB Response:

All ACH transactions submitted prior to 4:00 p.m. will be processed by FFIB the same day. Transactions submitted after 4:00 p.m. will be processed the next business day.

In order to ensure items post in a timely manner to reach the receivers account for posting, we request to receive ACH credit files two days in advance of the effective date and ACH debit files at least one day in advance of the effective date. Funds will be debited from the City's account on the ACH effective date.

- 4.2.9.6. What would happen to a file if the City exceeded its daily exposure limit?**

FFIB Response:

If the City was to attempt to upload an ACH file which exceeds their daily limit, the file would be rejected and user will be notified that it is over their daily limit. The City should then contact FFIB to request a temporary limit increase. Limit increases are effective immediately.

- 4.2.9.7. How would the City communicate ACH control to the bank (i.e., phone call, online, email)? Is the City required to submit a control total for an ACH batch?**

FFIB Response:

FFIB does not require a control total to process an ACH batch.

- 4.2.9.8. Does the bank provide automatic file receipt acknowledgements? If so, is the acknowledgement transmitted?**

FFIB Response:

Yes, FFIB's electronic banking has a feature under each user for notification alerts. Under the alert options there is a notification for ACH batch initiated and ACH batch processed. The user will get to decide how to receive the notification either through email, text or at the time of logging into electronic banking.

- 4.2.9.9. How are returned and rejected ACH transactions handled? Can notification about rejected ACH transactions be emailed to the City? What information does the bank provide to assist in identifying returned and rejected ACH transmissions?**

FFIB Response:

Returned and rejected ACH transactions will be emailed to City along with ACH transaction information and return reason code within 24 hours of bank receipt.

- 4.2.9.10. If the bank provides ACH debit blocking, what level of filtering can be applied (originator, originator & dollar amount, etc.)?

FFIB Response:

ACH debit transactions can be blocked by standard entry class code, company ID, or specified transactions

- 4.2.9.11. With ACH debit blocking, does the bank notify the City of attempts to debit funds that have been automatically rejected?

FFIB Response:

FFIB will inform the City via phone or email, which ever method is preferred, of an unauthorized ACH debit. The City will instruct FFIB as to “pay” or “return” unidentified ACH transactions. Additionally, FFIB offers ACH Positive Pay. If utilized, the City would have the ability to review ACH exception and decide to “pay” or “return” unidentified ACH transactions.

- 4.2.9.12. Does the bank offer ACH Positive Pay (ability to make pay / no pay decisions on unidentified ACH transactions)?

FFIB Response:

Yes, FFIB does offer ACH Positive Pay with the ability to review exceptions and decide to “pay” or “return” unidentified ACH transactions.

- 4.2.9.13. Does the bank offer/support NACHA’s Secured Vault Payments also referred to as Online Banking ePayments?

FFIB Response:

FFIB does not currently offer NACHA’s Secure Vault Payments support.

- 4.2.9.14. Can the bank provide online access to incoming ACHs that fail to be processed? How soon after an ACH fails can the information be accessed?

FFIB Response:

FFIB will notify the City of all incoming failed ACH’s via a daily emailed report

4.2.10. Wire Processing

- 4.2.10.1. Describe the process of initiating wire transfers electronically.

FFIB Response:

FFIB offers three convenient ways to initiate domestic and international wire transfers. The City will be able to initiate wires through their electronic banking, email and fax. FFIBs electronic banking allows for wires to be sent with a single user authorization or under dual control approval. Once a wire has been authorized and sent an automated email notification will be sent to all applicable recipients verifying the outgoing wire information. Wires can be designated as a repetitive wire and saved within the internet banking application as a template.

The wire transfer history can be accessed in the internet banking application. The wire retention history period is for the life of the account.

4.2.10.2. What is the cutoff time for same day wire transfers?

FFIB Response:

Wire transfer request submitted before 5:00 pm will be processed the same day. Should the City ever need to submit a wire request later than 5:00 pm, it is requested that the City provide the Bank notification, so the Bank can attempt to accommodate.

4.2.10.3. If wire transfers can be initiated online, describe the system’s security features. Can varying degrees of authorization be set (i.e., multiple authorizers, maximum dollar amounts, etc.)?

FFIB Response:

FFIBs electronic banking allows for multi-user set ups with varying levels of authority. The City can specify individuals who are authorized to send and/or approve wires, setup dual control abilities and specify dollar amount to send or approve.

4.2.10.4. Does the bank offer Universal Payment Identification Codes (UPICs)?

FFIB Response:

FFIB does not currently offer UPICs.

4.2.10.5. Does wire processing require approval step done by someone other than the person initiating the wire?

FFIB Response:

FFIBs electronic banking allows for wires to be sent with a single user authorization or under dual control approval. FFIB will be happy to accommodate the City’s wire approval preference, single or dual control with or without limit thresholds.

4.2.10.6. Does the bank have the ability to create templates online for reoccurring wires?

FFIB Response:

Yes, FFIB’s electronic banking has the ability to create and maintain recurring wires online.

4.2.10.7.

Does the bank have the ability to process a fedwire to pay Federal Payroll Tax Form 941?

FFIB Response:

Yes, FFIB does have the ability to process a fedwire for payroll tax.

4.2.11. Statements and Documents

4.2.11.1. Describe the process of initiating wire transfers electronically.

FFIB Response:

FFIB offers three convenient ways to initiate domestic and international wire transfers. The City will be able to initiate wires through their electronic banking, email and fax. FFIBs electronic banking allows for wires to be sent with a single user authorization or under dual control approval. Once a wire has been authorized and sent an automated email notification will be sent to all applicable recipients verifying the outgoing wire information. Wires can be designated as a repetitive wire and saved within the internet banking application as a template.

The wire transfer history can be accessed in the internet banking application. The wire retention history period is for the life of the account.

4.2.11.2. How soon after the cutoff date are the following items ready?

FFIB Response:

	Online	Mail
Bank Statements		
CD-ROMs	n/a	10 days
Partial Reconciliation	daily	n/a
Full Reconciliation Information	daily	n/a
Account Analysis Statement	10 days	10 days

4.2.11.3. What technology would you recommend the City to use for archiving historical data (i.e. receive both CD-ROMs and online access, CD-ROMs only, online access only)?

FFIB Response:

FFIB has two options for the City to utilize, either electronic banking or CD-Rom. FFIB’s electronic banking retains paid checks, deposits and deposited items for up to 3 years. We do not retain original canceled checks however, the documents are image captured then truncated within a couple of days.

FFIB does not offer longer retention periods, however FFIB offers paid check imaging on CD-ROM. Each statement cycle, the City will receive a CD-ROM containing indexed paid check information and images of paid checks for that statement cycle within 10 business days of the statement cutoff. Additionally, FFIB’s CD ROM Imaging includes an image of your corresponding Demand Deposit Account (DDA) Statement.

4.2.11.4. Are electronic images stored on the bank’s online reporting system? If so, how does the bank charge for this service (per item viewed / per item loaded)?

FFIB Response:

With FFIB’s electronic banking, the City will be able to view paid checks, deposits and deposited items information. Check images can be flipped, zoomed, inversed, printed and archived for future reference. FFIB does not charge for this service.

4.2.11.5. How long electronic images for are deposited and disbursement items stored on the reporting system available for customer access? Are longer retention options available? If so, what are the costs for longer retention periods?

FFIB Response:

FFIB’s electronic banking retains paid checks, deposits and deposited items for up to 3 years. We do not retain original canceled checks however, the documents are image captured then truncated within a couple of days.

FFIB does not offer longer retention periods, however FFIB offers paid check imaging on CD-ROM. Each statement cycle, the City will receive a CD-ROM containing indexed paid check information and images of paid checks for that statement cycle within 10 business days of the statement cutoff. Additionally, FFIB's CD ROM Imaging includes an image of your corresponding Demand Deposit Account (DDA) Statement.

- 4.2.11.6. Can historical images be sent by transmission to the City for archival purposes (i.e. a full fiscal year)? If so, please provide applicable pricing.**

FFIB Response:

FFIB will provide paid check imaging on CD-ROM which the City can utilize for archival purposes.

4.2.12. Reconciliation Services

- 4.2.12.1. Does the bank offer full and partial Account Reconciliation Program (ARP) services? Discuss options.**

FFIB Response:

FFIBs electronic banking offers full and partial monthly or daily account reconciliations. Should the City have the needs for additional reporting, FFIB will accommodate the City's request by creating customized reports.

- 4.2.12.2. What report options are available for full and partial reconciliation? Provide Sample Reports.**

FFIB Response:

Paid check files reports are available via electronic banking, for full or partial reconciliation. Should the City require additional reporting, FFIB will provide customized reports.

- 4.2.12.3. Describe the bank's deposit reconciliation services. How are daily deposits reported?**

FFIB Response:

Daily deposits are reported to the City via electronic banking or customized reports.

- 4.2.12.4. Are the systems integrated for check, ACH and wire transfers? If so, describe. If not, discuss any plans to do so.**

FFIB Response:

FFIBs electronic banking system is integrate to report clearing checks, incoming and outgoing wires transfer and ACH debits and credits.

- 4.2.12.5. Describe how reconciliation data is transmitted to the City.**

FFIB Response:

The City is able to download daily and monthly reconciliations for FFIBs electronic banking or a customized report is emailed to designated City employees.

4.2.13. Account Analysis Statements

4.2.13.1. Provide a sample account analysis statement.

FFIB Response:

Please refer to tab #12

4.2.13.2. Are account analysis statements available online? How many prior months are available? Can the account analysis details be downloaded into Microsoft Excel?

FFIB Response:

Account analysis statements will be provided to the City in PDF format via e-mail.

4.2.13.3. Will the bank assess FDIC, FICO or other balance based charge to the City? If so, what is the current charge for an entire year on a \$1,000,000 balance? How is this charge computed? Is this charge assessed on ledger or collected balances?

FFIB Response:

FFIB does not currently pass on FDIC assessment and fees.

4.2.14. Online Reporting

4.2.14.1. Are there any limits on the number of City users that could have access to the bank's online website?

FFIB Response:

There is no limitations to the number of users the City can provide access to electronic banking. The City may have as many users as they see fit.

4.2.14.2. What levels of authorization (i.e., accounts viewed, transaction capabilities, etc.) can be permitted or turned off for individual users?

FFIB Response:

FFIB's electronic banking can be tailored to be unique for each user. Each user will have an individual ID that can be restricted to accessing only portions of the information for designated accounts. The City's electronic banking administrator can also assign users various combinations of dollar limits with respect to initiating monetary transactions.

4.2.14.3. What transaction types are reported in previous day reporting? What previous day reports are available? Provide samples of previous day balance and transaction reports.

FFIB Response:

FFIBs previous day reporting provides prior day balance information (available balance, collected balance, ledger balance, hold balance), ACH, In-clearing items, over-the counter, wires, internal transfer debit and credit totals.

Please refer to tab #12 for a report example.

- 4.2.14.4. Does the bank's deposit reporting system report electronic transactions (i.e., ACH wire) as well as paper documents?**

FFIB Response:

Yes, FFIBs electronic banking reporting system provides ACH, in-clearing items, over-the-counter, wires internal transfer

- 4.2.14.5. What time is previous day information available?**

FFIB Response:

Previous day information is available daily at midnight.

- 4.2.14.6. In what file formats can data be downloaded?**

FFIB Response:

FFIBs electronic banking allows for file to be downloaded in Excel, text, and all of your financial programs, ie QuickBooks, Quicken.

- 4.2.14.7. What protocols are available for transmission of prior data with the City's servers retrieving the file from the bank servers? (The information transmitted, prior day data and transactions, are then uploaded into the City's ERP System, SAP.) Are these files transmitted by FTP? How early can these files be retrieved?**

FFIB Response:

FFIB transmits prior data through electronic banking, CD-Roms or through the use of a FTP site. Files will be provided to the City within 5 busienns days of month end.

- 4.2.14.8. What transaction types are reported in current day reporting? What current day reports are available? Provide samples of current day balances and transaction reports.**

FFIB Response:

The City will have access to an unparalleled suite of tools that will help you manage your daily business activities. Ever-changing and time-critical information about your FFIB accounts is available at your fingertips with electronic banking, anytime, anywhere, helps save time, streamline processes and improve cash flow.

FFIBs electronic banking provides current and prior day reports for (available balance, collected balance, ledger balance, hold balance), ACH, In-clearing items, over-the counter, wires, internal transfer debit and credit totals. Additionally FFIB can customize reports should the City require further reporting.

Please refer to tab#12

- 4.2.14.9. Can electronic reports be customized by users within the bank's online platform?**

FFIB Response:

FFIB can provide customized reports should the City require additional reporting that is not available via electronic banking.

4.2.14.10. Can electronic reports be scheduled to generate automatically and emailed to designated users?

FFIB Response:

FFIBs customized reports can be automatically generated and provided to select designated City employees via email.

4.2.14.11. How many business days of balance history are stored on the reporting system for previous day reporting? If there are differences in information available for current and previous day reporting, how many business days of balance history are stored on the reporting system for current day reporting? Are longer retention options available? Please indicate related costs. Please provide sample reports.

FFIB Response:

FFIBs electronic banking only provides current prior day balance history. However, a customized report can be built to provide balance history as frequently as the City requires.

4.2.15. Overnight Investment Vehicles/Interest Bearing Accounts and Earnings Credit Rates

4.2.15.1. What short-term investment vehicle(s) or interest bearing account does the bank propose to use for the overnight investment or sweep of the City's demand deposit accounts?

FFIB Response:

FFIB will establish Qualified Public Depository accounts as defined in Florida Statutes, Chapter 280.

FFIB will pay the City 95% of the daily Effective Federal Funds rate with a floor of 0.25%. The daily Effective Funds Rate is quoted in the Wall Street Journal or www.WSJ.com. Rate to the City as of April 7, 2015 is 0.25% - Interest accrues daily on collected balances and is paid on the last day of each month.

4.2.15.2. Does a reserve requirement apply to the proposed option?

FFIB Response:

FFIB will charge a flat fee; reserve requirements will not be applicable.

4.2.15.3. Does an FDIC assessment, deposit based fee, or similar fee apply to the proposed option?

FFIB Response:

First Florida Integrity Bank does not currently pass on FDIC assessment and fees.

4.2.15.4. Provide investment return history for the last 12 month period for each option proposed. Show the yield for each month.

FFIB Response:

The Effective Federal Funds rate 52 week average: high .018%, low 0.08%. Yield to City for the last 52 weeks would be the floor rate/yield of 0.25%

Month	Year	Yield
April	2014	.25%
May	2014	.25%
June	2014	.25%
July	2014	.25%
August	2014	.25%
September	2014	.25%
October	2014	.25%
November	2014	.25%
December	2014	.25%
January	2015	.25%
February	2015	.25%
March	2015	.25%

4.2.15.5. If a sweep is proposed, what time of day is the sweep deadline? Is it end- of-day or next-day sweep?

FFIB Response:

At the end of the day, the collected balance in your account is invested.

4.2.15.6. What fee (if any) is charged to sweep funds into the proposed investment vehicle(s)? How is the fee calculated?

FFIB Response:

FFIB does not charge to sweep daily funds into the City's Qualified Public Depository account.

4.2.15.7. If the bank is proposing a money market mutual fund, provide a copy of the current prospectus and, if multiple classes are offered, identify the class of shares, including ticker symbol or CUSIP. The bank must confirm any investment proposed meets the allowable investments for public funds in the State.

FFIB Response:

This is not applicable as FFIB has suggested establishing Qualified Public Depository accounts.

4.2.15.8. Does the City have the option of compensating the bank on either a fee or balance basis? Is the pricing the same for either option? If not, what is the difference?

FFIB Response:

FFIB is offering a flat fee of \$1,000 a month, after the first year of services. Should the City wish to be charged per unit FFIB will offer an ECR to compensate for balances.

4.2.15.9. What is the current Earnings Credit Rate (ECR) being offered to the City?**FFIB Response:**

Should the City select to be charged per unit basis vs. flat rate, FFIB will provide the City with an attractive Earning Credit Rate (ECR). The ECR rate will be 0.25%. FFIB is committed to waiving banking service fees for the first year.

4.2.15.10. Does the bank guarantee this ECR for the term of the contract? If not, how long is this ECR valid? Please denote if this is a fixed ECR or a floor.**FFIB Response:**

FFIB is offering a flat fee of \$1,000 a month for services, after the first year. An earnings credit rate does not apply. Should the City choose to be charged per unit basis vs flat rate, FFIB will provide the City with an ECR of 0.25%. The ECR is calculated based on the monthly average of the discounted rate of the 13-week Treasury Bill with a floor of 0.25%.

4.2.15.11. How is your bank's earnings credit rate determined, adjusted and applied? Include in the explanation the impact of the bank's reserve requirement, the formula for converting service charges to balance requirements.**FFIB Response:**

FFIBs earning credit is calculated based on the monthly average of the discounted rate of the 13-week Treasury Bill.

The Earnings Credit calculation is:

$$\text{Average Collected Balance} \times (1 - \text{Reserve Requirement}) \times \text{ECR} \times \text{Days in Month} / 365$$

Notes: 1) Reserve Requirement is currently 0%

4.2.15.12. Provide the bank's earnings credit rate history in the last 12 month period. Show the yield for each month.**FFIB Response:**

FFIB has had a bank set rate of 0.25% for the past 36 months.

4.2.15.13. Can an "annual" settlement period be used to review balances for deficiency or excess? If not, what time frame do you propose (i.e., monthly, calendar quarter, etc.)?**FFIB Response:**

FFIB allows excess earning credit to be carried forward for clients on quarterly, annual and 12-month rolling analysis cycles up to 12 months.

4.2.16. Disaster Recovery and Control

4.2.16.1. Describe the bank’s electronic data procedures and/or manual system used to provide banking services along with backup and recovery capabilities, in the event of a disaster.

FFIB Response:

Business Continuity Plans exist for all lines of business with FFIB. These plans detail critical functions and activities for all business interruptions. These plans can be invoked in part or full dependant on the recovery time needed and the situation. FFIB is required to perform an annual test of these plans to ensure all systems are adequate in all contingency situations. These tests are documented and refined to help mitigate any future risks.

4.2.16.2. Are off-site facilities strategically located away from each other in the event of a disaster?

FFIB Response:

FFIB has hot sites located in Monett MS & Winter Haven FL. The Winter Haven site has a fully redundant virtualized network with data connections to Monett MS which houses the bank’s mainframe.

4.2.16.3. How quickly can the "hot" site be implemented in case of an emergency?

FFIB Response:

Certain Hot sites applications can be implemented immediately depending on the system, application or location affected. In a situation where all systems must fail-back to our “hot-site”, this can be accomplished within 72 hours.

4.2.16.4. Provide a description of the controls in place to insure the integrity of the funds transfer system.

FFIB Response:

FFIB electronic banking system is a multipurpose cash management internet application, proving access to your business 24 hours a day, seven days a week. The system is designed to support layered security to maintain data integrity and security. Each department within FFIB that supports our electronic banking system is required to adhere to a Business Recovery Plan. Those plans document, in specific detail, actions to be taken for the continuation of critical business functions following a business interruption. They contain detailed procedures for managers to follow when the plan is activated, that include contact information for key employees, roles and responsibilities for the managers to follow when the plan is activated and procedures for recovering critical functional needs.

If in the event of a disaster, at the advisement of senior management, would engage support personnel to activate the plan and determine if the event would require relocation to our alternate back up site. This plan, when evoked, is designed to have duplicated operational capability within a 24 – 48 hour timeframe.

4.2.16.5. Describe the types of insurance and bonding carried.

FFIB Response:

Type of Insurance	Insurance Carrier	Coverage
Commercial Package	Hanover American Ins. Co	Building \$12,192,969 Liability \$2,000,000 Auto \$1,000,000
Blanket Bond	Everest National Insurance Company	\$5,000,000

Directors & Officer Liability	Everest National Insurance Company	\$10,000,000
Workers Compensation	American Guarantee & Liability (Zurich)	\$500,000
General Liability	American Guarantee & Liability (Zurich)	\$2,000,000
Commercial Auto	American Guarantee & Liability (Zurich)	\$1,000,000
Stamp Surety Bond	Everest National Insurance Company	\$1,000,000
Employment Practices	Everest National Insurance Company	\$1,000,000
Internet Electronic Banking	Travelers Casualty & Surety Co of America	\$1,000,000
Combination Safe Depository	Everest National Insurance Co	\$1,000,000
Mortgage Protection Insurance	Lloyds London	\$5,000,000

4.2.16.6. How often are emergency operations tested? How are they tested?

FFIB Response:

Each critical bank application is tested annually per our business continuity plan. The bank applications are tested periodically to ensure that all necessary support can be provided during a disaster. Each application must demonstrate its ability to interact successfully with all interfaces designated as “first Day Critical Applications.”

4.2.16.7. The City’s Emergency Plan requires a sufficient amount of cash be made available in the event of an emergency to fund certain activities including payroll. The City requires \$500,000 in cash to be available to the City in the event of an emergency. This amount is to be made available to the City within 24 hours of notification. These funds would be made available for emergency services in cases such as hurricanes or other natural disasters.

FFIB Response:

FFIB will be able to accommodate the above request.

4.2.17. Purchasing Card

4.2.17.1. During fiscal year 2014, the City initiated purchasing card transactions resulting in expenditures of approximately \$856,000 from more than 4,000 transactions.

FFIB Response:

Elan has provided their responses below.

4.2.17.2. Provide a brief history and overview of your Card Program and identify any joint venture or affiliated relationship, if relevant to this program.

FFIB Response:

Elan has been in the business of developing and marketing commercial card based payment systems in conjunction with correspondent financial institutions for more than 20 years. Elan distributes card programs and merchant processing services through correspondent or partner financial institutions. Our services help streamline processes, reduce expenses and grow profits.

Elan provides a card program that streamlines the entire payment process, giving you the power to reduce operating costs while managing expenses. Our card solution is named the one card, and the full capabilities of the product allow you to combine purchasing and travel programs on one card.

Some organizations choose to only use the card as either a corporate travel card or a purchasing card, and in those cases, Elan will tailor the program including card plastic, spending limits and merchant blocking to the distinctive requirements of your organization.

Elan Financial Services is a subsidiary of U.S. Bank, the fifth largest commercial bank in the United States.

As a Corporate Travel Card—T&E Function Account

The Elan One Card solution provides a comprehensive, simplified way to monitor and control corporate travel and entertainment (T&E) expenses. Our card solution offers extensive reporting functions that can yield valuable information to help monitor T&E spending as well as aid in vendor negotiations. *If you choose to use the one card as only a corporate travel card, we will use merchant category code blocking to prohibit or limit charges in non-travel categories. This is called a T&E Function account.*

As a Purchasing Card—Purchasing Function Account

The Elan One Card streamlines the purchasing process and empowers your supply-chain management strategies. By using the card to place orders, the costs associated with processing requisitions, purchase orders and check requests are reduced by \$50 to \$125 per transaction. The program simplifies and enhances all aspects of the purchasing process, including policy compliance, vendor negotiations, transaction monitoring, security, reporting and payment. *If you choose to use the one card as only a purchasing card, we will use merchant category code blocking to prohibit charges in travel categories and set spending limits according to your requirements. This is called a Purchasing Function account.*

Key Benefits of Elan One Card Programs

Feature	Benefits
Flexibility of a Single Card	The convenience and flexibility of a single card that combines the functionality of purchasing and travel programs with the option to use it for only travel or only purchasing
Large Acceptance Network	Issued on a Visa platform, Elan One Cards provide The City with access to the world’s largest acceptance network
Reduced Cost of Doing Business	One card program means one streamlined process and one program staff
Travel Insurance and Benefits	Comprehensive package of travel benefits, including \$250,000 in Travel Insurance
System Integration	<ul style="list-style-type: none"> ◆ Ability to easily integrate card program data into your financial systems or general ledger ◆ Ability to pre-populate a variety of expense management systems
Web-based Program Management and Reporting Tool	Access Online provides convenient, user-friendly program account setup, maintenance, reporting, transaction management and financial systems integration
Expense Management Tool	IntelliLink Spend Management is an optional value-add service to enhance your expense management program
Control at the Cardholder Level	Flexible controls at the cardholder level
Billing Options	<ul style="list-style-type: none"> ◆ Central billing for all accounts/transactions with a billing frequency of monthly or biweekly ◆ Combination of individual and central billing <ul style="list-style-type: none"> • Sets of transactions, such as traditional purchasing

	<p>card charges and central airline travel accounts, are billed to a central account. The central statement provides transaction detail by cardholder name and account number. Billing frequency is monthly.</p> <ul style="list-style-type: none"> • Individual transactions (typically travel and entertainment charges) are billed to individual accounts and reflected in the total due. Billing frequency is monthly.
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4.2.17.3. Will the Respondent customize the Card to include The City and logo? Is there an additional cost?

FFIB Response:
Card Design Options

As an alternative to the standard card design, Elan offers custom plastics. We are pleased to provide two options: fully customized cards and logo cards.

Logo Cards

You may choose a logo card, which would afford you the opportunity to create your own unique commercial card plastic by imprinting your logo in the upper right-hand corner of the card. Selecting a logo card provides users with enhanced confidence and allegiance when making purchases with a plastic displaying the logo of their trusted organization. The logo would be placed in the upper right-hand corner of the card. Addition of a logo requires camera-ready artwork and a three-week lead time to produce. There is a one-time \$300 fee for this setup.

Fully Customized Cards

Fully customized cards are designed specifically for your company, using your logo and brand standards. They are a terrific way to promote your brand and to give your card program a strong corporate identity. This standard plastic production service costs \$5,000 for the one-time design and printing charge. Custom card production takes approximately eight to ten weeks.

For clients issuing less than 3,000 cards, we have a low volume print-on-demand option. This service costs \$1,500 for the one-time design and printing charge. Low volume custom card production takes approximately six to eight weeks. It should be noted that recycled plastic and specialized printing (ie. metallic, foil, pearl overlay) are not available on the low volume option. Clients wishing to issue cards on recycled plastic or with specialized printing must choose the standard plastic production.

4.2.17.4. Does the Respondent offer single Billing to The City or to the individual cardholder, or both?

FFIB Response:
Elan offers a central/corporate bill for your one card program.

All transactions in a cycle are posted to a central bill account, which contains a summary of all charges and shows transactions broken out by cardholder. Monthly or bi-weekly billing cycles are available. The billing cycle is the period of time from which a statement is generated until the next statement is generated.

See above in 4.2.17.2 Key Benefits for additional information.

- 4.2.17.5. Can the Respondent mask or partially block the full credit card number from monthly statements mailed to individuals?

FFIB Response:

Yes, The City would have the ability to truncate the last 4 digits of the credit card number on all mailed statements.

- 4.2.17.6. Can the Respondent offer multiple settlement date options or a fixed date settlement?

FFIB Response:

Yes, though we recommend that one cycle date be selected.

- 4.2.17.7. Please describe payment settlement and how this impacts interest rate and rebate rate? What is the Respondent's recommend settlement solution?

FFIB Response:

Elan offers a non-revolving Commercial Card solution which does not have an interest rate associated with the card. We offer a 30 day billing cycle and 14 day payment terms.

- 4.2.17.8. Are Cards limits controlled by The City via the Internet or are they programmed by the Respondent?

FFIB Response:

Spending Controls and Security

Realizing that needs may vary across departments, divisions or employees, Elan offers several spending control options that can be tailored to an individual account or group of accounts. All controls are set by the Program Administrator within The City via the internet, or callign into Customer Service.

Complementary fraud controls are automatically integrated into your program to help prevent losses associated with fraudulent card usage.

Account Spending Controls

Effectively implemented spending controls minimize the potential for card misuse. We can help you establish appropriate controls based on best practices and your program objectives. For each individual account, the program default controls can either be set in place or overridden based on your cardholder's unique spending needs. Spending control options include:

- ◆ **Merchant Category Code (MCC) Blocking**—Prevents purchases of specific commodities and services
- ◆ **Velocity Checking**—Limits the number of transactions or the dollar amounts spent on transactions within a specified time period, such as daily or monthly
- ◆ **Single Purchase Limit**—Restricts the dollar amount spent on any single purchase
- ◆ **Monthly Spending Limit**—The maximum dollar amount authorized within a billing cycle; spending limits are replenished automatically the day following the established cycle date
- ◆ **ATM (Cash) Blocking**—Cash advance capability may be blocked universally or at the account level
- ◆ **Expiration Dates**—Can be pre-determined and set on cards used for specific projects

Fraud Prevention Controls

Elan offers the following security features on all card accounts:

- ◆ **Card Activation Program**—Requires an employee or Program Administrator to activate a card prior to its first use by calling customer service and providing identification
- ◆ **Transaction Watch**—Account activity is monitored using different parameters, such as suspicious

activity in countries known to be high in fraud, or by certain MCC codes known to attract fraudulent activity

- ♦ **Card Verification Value (CVV)**—A hidden number embedded in the magnetic stripe of every valid card, designed to prevent your account number from being successfully applied to a counterfeit card
- ♦ **Card Expiration Date**—When making a transaction, the card expiration date is compared to the expiration date in Elan’s master file before authorization is provided
- ♦ **Fraud Prevention Unit**—Reviews account spending activity and compares it with current fraud trends, and notifies Account Manager of suspicious activity

4.2.17.9. Please describe the rebate program offered by the Respondent? Are the rebate rates tiered?

FFIB Response:

Elan offers rebate programs to those organizations that spend over \$1MM in annual charge volume. Please see the attached example financial proposal in Exhibit A.

4.2.17.10. How will The City’s chart of accounts be tied to the Purchasing Card expenditures?

FFIB Response:

During the Implementation phase of the relationship the Implementation Program Manager will discuss how The City wants set up the hierarchy so that reporting will tie chart of accounts to the card account (see 4.2.17.11 for additional information).

4.2.17.11. Please describe the implementation process for the Card program?

FFIB Response:

Implementation Strategy

Card Program Establishment

Establishing a card program requires only two processes:

- ♦ Underwriting
- ♦ Implementation

In the case of a one card program, a credit decision is based on the financial worth of the company. In doing so we need to gather full financial information from the company and then perform a full and complete financial analysis. Underwriting decisions are made after we receive all the appropriate signed documentation and financial statements.

Cards will be delivered after the implementation process has been completed. Implementation may begin prior to completion of the underwriting approval. A program can be fully implemented-after our team has gathered all necessary details from the client (e.g., organization’s business requirements, account data, payment data, Access Online contact information, etc.). This timeline is controlled by the client’s involvement. If a custom logo is requested, additional time will be needed.

Program Management Approach

The Program Management Approach is a system to provide planning and training tools, specific project steps and resources for program implementation and post-implementation management. Our approach addresses the entire span of Elan’s relationship with you—from our first contact, through the life of your program.

The most important component of this process is the consultation Elan will provide to you. Your Implementation Project Manager will work with your organization's Program Administrators to design an implementation and training plan that fits your needs and goals.

The success of a card program depends on Elan gaining a thorough understanding of your needs. From first contact, our approach is consultative: each step in the sales process is designed to enhance our understanding of your organization, thereby allowing us to suggest solutions that will be truly valuable to your organization. By focusing on your concerns and priorities from the outset, Elan seeks to create a strategic partnership.

After a client chooses Elan as the card program provider, our Implementation Project Manager will meet with your representatives to begin implementation planning. The following tasks will be accomplished at the initial meeting:

- ◆ Discuss program goals and objectives
- ◆ Identify the client's Program Administrator
- ◆ Discuss program roles and responsibilities
- ◆ Confirm implementation details (e.g., payment terms, logo options, etc.)
- ◆ Review implementation task list
- ◆ Establish timeline for implementation with key milestones

After this initial meeting, the Elan Implementation Project Manager will conduct a detailed implementation meeting with the Program Administrator and other client contacts as needed. The primary implementation tasks are organized into three categories:

- ◆ **Program Structure**—This category encompasses all aspects of the system setup for your one card program, including:
 - Billing and liability
 - Company/organization groupings and hierarchy
 - Account enrollment process
 - Spending controls and security
 - Procedures for ongoing account maintenance
- ◆ **Policy, Procedures, and Compliance**—Your Implementation Project Manager will help you evaluate your current travel and/or purchasing policy and procedures, including:
 - Cardholder policy and procedures
 - Audit and compliance practices
 - Supplier management strategy
- ◆ **Technology**—Your Implementation Project Manager will facilitate setting users up on Access Online, which allows you web-based support for establishing and maintaining accounts, running reports, and managing allocations. Your Implementation Project Manager will also provide you with information on Instructor-Led training courses to educate you on the Access Online system.

Before cards are issued, the Elan Implementation Project Manager will confer with the Program Administrator to review progress against the implementation checklist and discuss any remaining tasks. Several months after the initial card rollout, your Account Manager will schedule a progress meeting to review program performance, evaluate potential for program growth and discuss additional program goals.

4.2.17.12. Does the Respondent work with The City to help facilitate vendor acceptance of payments?

FFIB Response:

Elan offers the services of our Supplier Enablement team to facilitate vendor acceptance.

4.2.17.13. Are any transactions exempt from the rebate calculation? If so why?**FFIB Response:**

Large Ticket (LT) and cash advance transactions are exempt from rebate calculation. LT transactions earn the issuer less than half the interchange and as such are excluded. Cash advance transactions earn no interchange and are also excluded.

4.2.17.14. How is the P-Card Credit limit established? When is it reviewed?**FFIB Response:**

Limits are determined two ways: The first is that the initial credit line for The City is determined from the requested line on the application, and secondly, by credit approval by Elan. Once this is done we ask for The City to identify the various credit limits by cardholder during Implementation.

4.2.17.15. The City intends to pay its obligations on time, but if a payment is late or the Credit limit is exceeded, what is the rate The City will have to pay in these situations?**FFIB Response:**

The Elan One Card program is setup in a 30 day cycle, with 14 days to pay off the full balance. If payment is late, there is a 2.5% fee assessed on the entire past due amount if full balance is not paid by the due date.

4.2.17.16. Does the Respondent's program offer fraud protection? If so, what are the requirements needed for The City to collect?**FFIB Response:*****Fraud Prevention Controls***

Elan offers the following security features on all card accounts:

- ◆ **Card Activation Program**—Requires an employee or Program Administrator to activate a card prior to its first use by calling customer service and providing identification
- ◆ **Transaction Watch**—Account activity is monitored using different parameters, such as suspicious activity in countries known to be high in fraud, or by certain MCC codes known to attract fraudulent activity
- ◆ **Card Verification Value (CVV)**—A hidden number embedded in the magnetic stripe of every valid card, designed to prevent your account number from being successfully applied to a counterfeit card
- ◆ **Card Expiration Date**—When making a transaction, the card expiration date is compared to the expiration date in Elan's master file before authorization is provided
- ◆ **Fraud Prevention Unit**—Reviews account spending activity and compares it with current fraud trends, and notifies Account Manager of suspicious activity

4.2.17.17. Please provide examples of reports generated by your P-Card system? Are the reports available in a flat file? Can they be customized?**FFIB Response:**

Reports are available through Access Online and can be customized. Our sample documentation is approximate 100 pages, and is available upon request.

- 4.2.17.18. Does the Respondent offer a ghost card program where The City gives a “ghost” Credit Card number to a vendor and they can make payment to that vendor electronically?

FFIB Response:

Access Online Payment Plus

Access Online Payment Plus is an innovative tool that combines the control and automation of client purchasing and payables systems with the simplified payment and rebate opportunity of one cards. Payment Plus extends the value of one card programs by further automating organizations’ Accounts Payable payment processes, replacing traditional paper check payments with cardless Elan purchasing accounts.

Under Payment Plus, The City uses current business practices, which may include processing purchase orders, receipts, approvals, coding and invoices. Once approved payments are ready for processing, The City provides a file of these payments to Elan or can submit a single payment instruction online. A third payment process includes pre-approving a payment request or requisition prior to purchase. Elan then uses one of two options to accommodate payment to your suppliers:

- ◆ **Pre-Authorized Limits**—Under this option, Elan dynamically raises credit limits on supplier dedicated cards from zero to the amount of the payment appearing on the approved payment file received from The City.
- ◆ **Single-Use Accounts**—This option also provides the same dynamic credit limit capability as our Pre-Authorized Limit (PAL) program with the added capability of assigning unique account numbers (Single-Use Accounts) to each approved payment transaction. In addition, Single-Use Accounts simplify reconciliation through the one-to-one relationship of the account number to the posted transaction.

Under both options, suppliers are provided an email notification of the availability of the payment for commercial card transactions as well as key remittance information. Finally, Elan provides reconciliation functionality within Access Online to automatically match processed supplier payment transactions with authorized payments from The City.

Payment Instructions

Payment Plus also offers an online payment instruction capability to address urgent or single payment requests. As with uploaded payment instruction files, online payment instructions utilize Single-Use Accounts or existing supplier PAL accounts that replace check disbursements. This process eliminates costs associated with paper payments and increases The City’s visibility of its overall spend. This option complements the payment instruction file upload process with a solution that makes no demand on The City’s valuable IT resources, while providing greater flexibility and convenience to process a single payment instruction in Access Online.

Requisitions

The requisition function within Payment Plus provides The City the ability to preauthorize expenditures prior to purchase and payment. The program allows The City to maintain existing controls and processes, such as pre-purchase approvals. The requisition capability allows The City to request the purchase of goods and/or services that require pre-approval, usually because of the dollar value, the nature of the purchase or the type of goods and services. Once created, the requisition may be routed for approval using the approval process routing hierarchy within Access Online. The routing hierarchy can be customized to reflect The City’s existing approval processes and approval levels needed. Upon final approval, either a Single-Use or PAL account is assigned to the requisition, and the account is raised to the approved payment amount limit.

Additionally within Requisitions, there is a self-approver option. This one-step approval allows clients to use their own proprietary approval process (or none at all) instead of using the approval process available in Payment Plus. It allows The City to quickly and easily generate a Single-Use Account or raise the credit limit on a PAL account, and does not require any supplier enablement, as the “requestor” is someone in The City’s organization who can simply pass along a card number for the authorized purchase to a supplier.

Straight-through Processing

Straight-through processing offers organizations real cost savings and the precision control they seek from start to finish, all within Access Online Payment Plus. This innovative program feature provides clear cost savings, precise cash management, and stringent security and control. Payment Plus allows The City to choose how payments will be disbursed. The City can choose to use Payment Plus with or without straight-through processing. The key difference is straight-through processing provides direct deposit of payments into supplier bank accounts with no intervention required on the part of your vendors. Overall, straight-through processing simplifies payments, extends The City’s commercial card program, improves The City’s cash position and expands your revenue sharing opportunities.

Precise Pay for Access Online Payment Plus

This new functionality drives greater control and auto reconciliation by controlling the payment amount that may be authorized from suppliers on single-use accounts, down to the penny. This will eliminate manual reconciliation processes, audit implications and supplier follow-up owing to payment discrepancies.

Payment Plus Reporting

To support Payment Plus functionality, Elan offers several Access Online Financial Management reports:

- ◆ ***Billed Transaction Analysis with Requisition Details***—Summary and detail billed transaction information regarding the results of requisition and transaction matching
- ◆ ***Billed Transaction Analysis with Payment Instruction Details***—Summary and detail billed transaction information regarding the results of payment instruction and transaction matching
- ◆ ***Requisition Analysis***—Summary and detail requisition information regarding the results of requisition and transaction matching
- ◆ ***Payment Instruction Analysis***—Summary and detail payment instruction information regarding the results of payment instruction and transaction matching

Benefits

Payment Plus provides significant benefit for The City and your suppliers:

- ◆ With the control provided by Payment Plus, this process will allow for the usage of commercial cards for complex transactions that currently do not fit a traditional commercial card program. The City will have the ability to maintain all current controls associated with the procurement process and capture all required data to support compliance and sourcing efforts.
- ◆ Payment Plus does not require implementation of new software. It leverages existing purchasing and payables systems and Access Online.
- ◆ Cash float time on existing payments is expanded under the program as suppliers may be paid under existing terms, yet The City receives a consolidated billing statement that is not due until after the billing cycle is complete.
- ◆ Payments processed under Payment Plus will allow The City to generate substantial additional rebate.
- ◆ Once approved payments are made available, suppliers can process them immediately and typically receive funds within 48 hours. This quick pay capability significantly reduces costs and delays associated with check processing for suppliers and also eliminates check printing/stock, mailing and processing for The City.

- 4.2.17.19. Is the Respondent's program compatible with a Tyler Munis monthly import function? Would the Respondent be willing to work with The City and Tyler Munis to implement this function?**

FFIB Response:

We are not familiar with Tyler Munis, however we have found no issues with providing a monthly, weekly or daily feed to our customers ERP systems. We are happy to provide a sample of the file layout if requested.

4.2.18 Merchant Card Services

- 4.2.18.1. Provide a brief history and overview of your Merchant Card Program and identify any joint venture or affiliated relationship, if relevant to this program.**

FFIB Response:

FFIB partners with Priority Payments South Florida for offering merchant services to our clients. PPS has exhibited extensive industry knowledge while focusing on providing cost effective solutions and long term mutually beneficial relationships.

- 4.2.18.2. Does the Respondent provide the merchant equipment needed by the City or does the City need to lease, or purchase this equipment?**

FFIB Response:

Priority Payments would be willing to reprogram existing equipment owned by the city if existing equipment meets PCI DSS requirements and industry requirements. If not, PPS would offer to city replacement equipment at discounted pricing. PPS does offer purchase and lease options.

- 4.2.18.3. Does the Respondent allow for the City to use different merchant ID's in order for the City to identify the location of machine?**

FFIB Response:

City will have access to as many merchant ID's as needed.

- 4.2.18.4. If the City has bank accounts with the bank providing the merchant services; when will funds be made available to the City? If the merchant provider is different from the banking services provider when will funds be available?**

FFIB Response:

In either case, batches settled before 7pm eastern on most platforms will be made available next business morning.

4.2.19. Conversion

- 4.2.19.1. Describe a conversion plan to transfer assets of the City to your financial institution.**

FFIB Response:

If FFIB is awarded by the City, FFIB's account conversion team will meet with the City and go over detailed questions and develop a timeline for implementation & training to ensure a seamless conversion.

4.2.19.2. What lead-time do you expect will be necessary before the conversion begins?

FFIB Response:

FFIB request 30 days of lead time. Should the City award their banking services earlier, FFIB would utilize the additional time for conversion.

4.2.19.3. Indicate your plans for educating and training the City employees in the use of your systems.

FFIB Response:

FFIB will provide on-site training either in a group setting or individually, whichever is preferred by the City.

4.2.19.4. Indicate any and all costs associated with conversion and/or training.

FFIB Response:

There is no expense associated with conversion and/or training.

4.2.20. Implementation

4.2.20.1. Describe a conversion plan to transfer assets of the City to your financial institution.

FFIB Response:

If FFIB is awarded by the City, FFIB's account conversion team will meet with the City and go over detailed questions and develop a timeline for implementation & training to ensure a seamless conversion.

4.2.20.2. Provide a copy of all agreements that will be required to initiate the banking services agreement.

FFIB Response:

Please refer to tab #12

4.2.20.3. Provide a detailed description of the implementation process, including testing and a sample implementation schedule.

FFIB Response:

Please refer to tab #11 for FFIBs implementation and training process.

4.2.20.4. What is the lead-time required for implementation, based on a start date of July 1, 2015? What are the critical factors that may impact that lead-time?

FFIB Response:

FFIB request 30 days of lead time. Should the City award their banking services earlier, FFIB would utilize the additional time for conversion.

4.2.20.5. Does the Respondent assign an implementation team? If so, is an Implementation Manager assigned?

FFIB Response:

FFIB utilizes a project management approach to implementations. We will provide you with an experienced team of individuals, lead by Nancy Ortega, to work with the City assigned personnel to develop and execute the detailed, specific implementation plan. FFIB will work closely with the City

each step of the way to set up services that best meet your needs.

Please refer to tab #11 to review FFIBs Implementation and Training Process schedule for the City.

4.2.21. Bank Fees

- 4.2.21.1.** Provide the proposed prices for the list of banking services as presented on the Prices and Services Chart in the accompanying spreadsheet. Prices must be guaranteed for the initial five (5) year term of the contract. In an extended contract period the Respondent has the right to increase services charges. If the Respondent increases these charges, the Respondent must notify the City in writing six (6) months prior to the price increase, of the amount of the increase and the period the increase is effective. It is then the City's option to extend the contract or re-bid the services.

FFIB Response:

Please refer to tab #10.

- 4.2.21.2.** The City requires that deposit slips be furnished by the Respondent at no cost to the City. Under these circumstances, would the City order deposit slips through the Respondent or directly from a vendor?

FFIB Response:

If awarded contract, FFIB is committed to order and provide the City's deposit tickets at no charge.

- 4.2.21.3.** The City will require the Respondent to cash City created checks without charge to the payee. Is a check cashing agreement required? If yes, include a copy. What controls are in place to minimize check fraud?

FFIB Response:

FFIB will cash checks at no charge with proper identification. The Bank does not require a check cashing agreement. To minimize check fraud, FFIB utilizes teller positive pay.

- 4.2.21.4.** Will the Respondent charge any one time implementation fees to the City for setting up new services? Please explain these fees if not included in your pricing proposal.

FFIB Response:

There are no fees associated with the implementation of the City's new setup.

- 4.2.21.5.** Is there a fee or other assessment for FDIC Insurance? If so, how does the Respondent calculate the charge?

FFIB Response:

First Florida Integrity Bank does not currently pass on FDIC assessment and fees.

- 4.2.21.6.** Does the Respondent charge for use of uncollected funds? If so, how is the charge calculated?

FFIB Response:

FFIB does not charge to utilize collected vs. uncollected funds.

4.2.21.7. How soon after the close of the billing period is the account analysis available to the City?

FFIB Response:

FFIB will provide account analysis statements to the City by the 5th business day of the month.

4.2.21.8. How are adjustments reflected on the account analysis?

FFIB Response:

Adjustments are labeled as adjustments on the account analysis statement.

4.2.21.9. Is the Respondent's account analysis available electronically via the Internet?

FFIB Response:

Statements will be provided to the City via e-mail.

4.2.21.10. Please describe the procedures used to adjust Respondent statements and to assure a corresponding adjustment to account analysis statement. How is the adjustment handled if the analysis period has already ended?

FFIB Response:

FFIB recommends that the City contact a FFIB's primary contact, Nancy Ortega or her Treasury Operations Team for initiating inquiries that require research and/or adjustments. To meet acceptable standards, such as the retrieval or copy of a statement or check, we commit to a 24 hour turnaround. FFIB will conduct an investigation and analysis and make adjustments as needed upon being notified. These adjustments are based on standard compensation techniques. Adjustments are labeled as adjustments on the account analysis statement.

4.2.21.11. Please list any additional fees for additional services not specifically requested related to conversion, training, and/or other Banking Services. Fees for Banking Services not indicated within this proposal, will be considered provided at no additional cost than what is submitted in the proposal.

FFIB Response:

Please refer to tab #9.

4.2.21.12. Please provide a sample invoice for the City account.

FFIB Response:

Please refer to tab#10.

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the BANK agrees to accept payment on a time and reimbursement cost basis as indicated in Attachment B-1 which is attached and made a part of this Agreement.

END OF EXHIBIT B

Attachment B-1 : Basis of Compensation

Naples	RFP 15-030 :: Vendor - First Florida Integrity Bank				
Account Analysis Statement					
			Average 2014	Cost Per Unit	Total Cost
ACCOUNT SERVICES					
STANDARD					
	DISB CHECKS PAID		637	0.15	95.55
	ELECTRONIC DEBITS TRANSACTIONS		44	0.15	6.60
	COMMERICAL DEPOSITS		269	0.35	94.15
	CHK DEPOSIT ITEMS REJECTED		47	0	0.00
	CHK DEPOSIT ADJUSTMENT		0	0	0.00
	CHK EXCESSIVE DEPOSIT REJECTS		0	0	0.00
	COMPOSITE GROUP		1	0	0.00
	STOP PAYMENT		0	20	0.00
	CHK RETURNED ITEM OR CHARGEBACK		7	15	105.00
	DISB CHECK PAID MICR REJECT & RE		1	0	0.00
	PAPER ANALYSIS STATEMENT FEE		13	0	0.00
	CHK UNENCODED ITEMS DEPOSITED		2454	0.1	245.40
	MONTHLY MAINTENANCE		12	10	120.00
	PAPER ACCOUNT STATEMENT FEE		10	0	0.00
	CHK PAPER CHECK ADMIN FEE		2454	0	0.00
	WIRE INCOMING STRUCTURED		2	0	0.00
	ACH CREDIT RECEIVED		224	0.15	33.60
	ACH DEBIT RECEIVED		28	0.15	4.20
	ACH ADDENDA RECEIVED		235	0	0.00
	DEPOSIT ADMINISTRATION FEE		7537	0	0.00
	NEGATIVE COLLECTED FEE		1057	0	0.00
ACH					
ACH-STANDARD					
	ACH DELETION		0	0	0.00
	ACH UNWORKED NOC		0	0	0.00
	ACH REVERSAL		0	0	0.00
	ACH RETURNED TRANSACTION		15	0	0.00
	ACH NOTIFICATION OF CHANGE		2	0	0.00
ACH ORIGINATED - ONLINE					
	ONLINE ACH MONTHLY FEE		2	25	50.00
	ACH CREDIT ORIGINATED		1643	0.15	246.45
	ACH DEBIT ORIGINATED		1725	0.15	258.75
	ACH ADDENDA ORIGINATED		27	0	0.00
	ACH FILE PROCESSED		16	0	0.00
REPORTING SERVICES					
	ACH RETURN/NOC RPT VIA WEB		2	0	0.00
CASHIERING					
BANKING CENTER CASH DEPOSITS					
	BKG CNTR DEPOSITED CASH		93519	0	0.00
NETWORK VAULT					
	CASH VLT NTKW MONTHLY BASE CHARG		1		0.00
	CASH VLT NTKW DEP COIN FED READY		10	0	0.00
	CASH VLT NTKW DEPOSIT		2	0	0.00
	CASH VLT NTKW DEPOSIT CURRENCY		9683	0	0.00
BANKING CENTER CASH ORDERS					
	BKG CNTR ORDER		2	0	0.00
	BKG CNTR ORDER COIN ROLL		3	0	0.00
	BKG NOTES STRAP		0	0	0.00
	BKG CNTR ORDER NOTES LOOSE		66	0	0.00
CHECK CLEARING					
RETURNS - STANDARD					
	PAPER REPRESENTMENT		4	0	0.00
	RETURNED ITEM SPECIAL INSTRUCTIO		1	0	0.00
DISBURSEMENTS					

Attachment B-1 : Basis of Compensation

Naples	RFP 15-030 :: Vendor - First Florida Integrity Bank			
Account Analysis Statement				
		Average 2014	Cost Per Unit	Total Cost
ACCOUNT SERVICES				
	ARP / POSITIVE PAY			
	ARP MONTHLY BASE CHARGE	3	0	0.00
	ARP CHECKS PAID	636	0	0.00
	ARP CHECKS ISSUED	670	0	0.00
	ARP PAID ITEM TRANSMISSION	1092	0	0.00
	ARP PAID NO ISSUE	11	0	0.00
	ARP DATA ENTRY	11	0	0.00
	POSITIVE PAY MONTHY BASE CHARGE	3	0	0.00
	BANK MAINTAIN POS PAY EXCP TN	14	0	0.00
	POSITIVE PAY PAYEE LINE PER ITEM	635	0	0.00
	ARP RETURN ITEM	0	0	0.00
IMAGE SERVICES				
	DEPOSITED ITEM IMAGING			
	DEPOSIT IMAGING PER ACCOUNT	2	0	0.00
	DEPOSIT IMAGING PER ITEM	2728	0	0.00
	PAID CHECK IMAGING			
	CHECK IMAGING PER ACCOUNT	2	0	0.00
	CHECK IMAGING PER ITEM	593	0	0.00
	ONLINE IMAGE RETRIEVAL BASE	10	0	0.00
	ONLINE RETRIEVAL PER IMAGE	2	0	0.00
	ONLINE RETRIEVAL PER IMAGE	4	0	0.00
INFO REPORTING				
	AMP - PRIOR DAY REPORTING			
	ONLINE AMP PRIOR DAY BASE	1	0	0.00
	ONLINE AMP PRIOR DAY ACCOUNT	13	0	0.00
	ONLINE AMP PRIOR DAY DETAIL	1269	0	0.00
	ONLINE AMP STOP PAYMENT	2	0	0.00
	AMP - INTRADAY REPORTING			
	ONLINE AMP INTRADAY BASE	1	0	0.00
	ONLINE AMP INTRADAY ACCOUNT	12	0	0.00
	ONLINE AMP INTRADAY DETAIL	223	0	0.00
	AA - PRIOR DAY			
	ONLINE AA PRIOR DAY REPORTING	1	0	0.00
	ONLINE AA PRIOR DAY PER ACCOUNT	12	0	0.00
	ONLINE AA PRIOR DAY DETAIL	3007	0	0.00
	AA - INTRADAY REPORTING			
	ONLINE AA INTRA DAY DETAIL	226	0	0.00
MISCELLANEOUS				
	LEGACY			
	ARP ISSUES CANCEL	0	0	0.00
	ARP ISSUES REJECTED	13	0	0.00
	TAXLINK STATE & FED TAX	1	0	0.00
	TAXLINK MAINTENANCE	1	0	0.00
	MULTI SIGNER PER ITEM	637	0	0.00
	MULTI SIGNER BASE CHARGE	10	0	0.00
	CCA: ITEMS DEPOSITED-UNENCODED	0	0	0.00
PORTAL				
	AMP			
	ONLINE AMP ACH BASE	1	0	0.00
	ONLINE AMP WIRE TRANSFER BASE	1	0	0.00
	ONLINE AA WIRE MODULE			
	AA			
	ONLINE AA ACH MODULE	1	0	0.00
	ONLINE AA WIRE MODULE	1	0	0.00
WIRE				

Attachment B-1 : Basis of Compensation

Naples	RFP 15-030 :: Vendor - First Florida Integrity Bank				
Account Analysis Statement					
		Average 2014	Cost Per Unit	Total Cost	
ACCOUNT SERVICES					
	ONLINE WIRE				
	ONLINE AMP WIRE OUTBOUND DOMESTI	35	15	525.00	
	REPETITIVE STORAGE				
	WIRE TRSF REPETITIVE STORAGE	9	0	0.00	
	COMMERCIAL INITATED				
	ADMIN WIRE OUTBOUND NREP	0	0	0.00	
	WIRE ADVISING				
	PHONE/FAXING REPORTING	2	0	0.00	
	WIRE ADVISING - ONLINE				
	ONLINE AA WIRE CONFIRMATION	2	0	0.00	
	TOTAL FOR ALL SERVICES			1,784.70	
<p><i>First Florida Integrity Bank proposes a fixed rate for banking services. The First Year of the contract, the fees will be waived, resulting in NO CHARGES for the banking services listed above for the City. For years 2-5, the fixed fee will be \$1,000.00 a month rather than the quoted unit fees listed above.</i></p>					
		Total 5 Year Cost			
		Year 1	-	\$15,000.00	Lockbox
		Year 2	\$ 12,000.00	\$ 27,000.00	←This includes lockbox
		Year 3	\$ 12,000.00	\$ 27,000.00	
		Year 4	\$ 12,000.00	\$ 27,000.00	
		Year 5	\$ 12,000.00	\$ 27,000.00	
		Total 5 Year Cost	\$ 48,000.00	\$ 123,000.00	

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The BANK shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the BANK allow any affiliated bank to commence work until all similar insurance required of the affiliated bank has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The BANK shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any affiliated bank similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the BANK's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the BANK shall provide, and shall cause each affiliated bank to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The BANK shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any affiliated bank performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by an affiliated bank, or by anyone directly or indirectly employed by either of them. The BANK shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the BANK.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **SVP Director of Treasury Ops of the First Florida Integrity Bank** ("the BANK"), and hereby certifies to the following:

1. The BANK is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the BANK has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the BANK in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the BANK in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the BANK to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the BANK's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The BANK will have its BANKs, affiliated banks, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the BANK being liable for any violation of the law by such third parties.

4. The BANK will fully cooperate with and have its BANKs, affiliated banks, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the BANK, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the BANK has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the BANK will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The BANK acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the BANK's books and records to confirm that the BANK is in compliance with the terms of this certification.

Executed this 29th day of April, 2015.

By: 