



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

COVER SHEET

NOTIFICATION DATE: <b style="font-size: 1.2em;">9/16/2022	SOLICITATION TITLE <b style="font-size: 1.2em;">Banking Services - RFP	SOLICITATION NUMBER: <b style="font-size: 1.2em;">22-012	OPENING DATE & TIME: <b style="font-size: 1.2em;">10/18/2022 2:00 PM								
PRE -PROPOSAL CONFERENCE DATE, TIME AND LOCATION: <b style="font-size: 1.5em;">NONE											
LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:											
MAILING ADDRESS:											
CITY-STATE-ZIP:											
PH:	EMAIL:										
FX:	WEB ADDRESS:										
AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE									
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid 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 bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder 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 bidder.</p> <p style="text-align: center;"> <b style="color: red;">FE/EIN Number _____ DUNS Number _____ </p> <p style="text-align: center; color: red; font-size: 0.8em;"> Please initial by all that apply I acknowledge receipt/ review of the following addendum </p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%; border: none;">_____ Addendum #1</td> <td style="width: 25%; border: none;">_____ Addendum #2</td> <td style="width: 25%; border: none;">_____ Addendum #3</td> <td style="width: 25%; border: none;">_____ Addendum #4</td> </tr> <tr> <td style="border: none;">_____ Addendum #5</td> <td style="border: none;">_____ Addendum #6</td> <td style="border: none;">_____ Addendum #7</td> <td style="border: none;">_____ Addendum #8</td> </tr> </table>				_____ Addendum #1	_____ Addendum #2	_____ Addendum #3	_____ Addendum #4	_____ Addendum #5	_____ Addendum #6	_____ Addendum #7	_____ Addendum #8
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_____ Addendum #5	_____ Addendum #6	_____ Addendum #7	_____ Addendum #8								

PLEASE NOTE THE FOLLOWING

- > This page must be completed and returned with your bid.
- > Bids must be submitted in a sealed envelope, marked with solicitation number & opening date.
- > All submissions must be received, and date stamped by Purchasing staff prior to the above **"OPENING DATE & TIME"**.
- > Submission received after the above opening date and time will not be accepted.
- > Bid tabulations will be available on the City of Naples web site <https://www.naplesgov.com/rfps>

GENERAL CONDITIONS

TO ENSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

1. **SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2. **DEFINITIONS:** Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, City of Naples, Naples, agency, owner, requestor, parties", "bid, proposal, response, quote".
3. **BID EXPENSES:** Bidders shall bear all costs and expenses incurred in developing, preparing, and submitting bids.
4. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.
5. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid submittal to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
6. **NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.
7. **PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.
8. **WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Section 2-668(2) of the City Code.
9. **PRICES, TERMS and PAYMENT:** Prices shall be proposed if required by this request for proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
 - A. **TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - B. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.

- C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- D. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
- E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
- F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
- G. CREDIT CARD PAYMENT:** The City of Naples may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and services purchased as a part of this contract. The City of Naples will not accept any additional surcharges (credit card transaction fees) as a result of using the City's credit card for transactions relating to this solicitation.
- 10. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified. Unless otherwise specified, all prices are to be FOB-Destination.
- 11. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.
- 12. SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for any solicitation. Any Special Conditions that vary from these General Conditions will take precedence over the General Conditions. The special additions are supplemental and in addition to the General Conditions. To the extent that there is a conflict between the General Conditions and the Special Conditions, the Special Conditions will apply and control to the extent of the conflict.
- 13. ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing and Contracts Manager such interpretation in writing. To be considered, such request must be received 10 calendar days prior to the bid opening. Request must reference the date of bid opening, bid title, and bid number. Failure to comply with this condition will result in bidders waiving their rights to dispute the proposal. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website and DemandStar.com not later than (3) days prior for the opening of bids. Failure of any bidder to receive any such addenda or

interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the contract document.

14. CONFLICT OF INTEREST: All proposal awards are subject to Section 2-72 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

15. CONE OF SILENCE: "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation to Bid (ITB), or other competitive solicitation between:

Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and

The City Council, City Attorney, and all City employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

16. AWARDS: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, divide the award or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

17. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

18. SERVICE AND WARRANTY: Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

The City of Naples will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

19. SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

- 20. PROPOSAL PROTESTS:** The City of Naples has formal protest procedures that are available upon request.
- 21. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering.
- 22. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
- 23. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
- 24. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.
- 25. PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 26. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.
- 27. ASSIGNMENT:** Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.
- 28. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.
- 29. PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 30. DISCRIMINATION:** Pursuant to Subsection 287.134(2)(a), F.S., "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity".

- 31. COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.
- 32. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful proposer/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer/proposer.

IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

- 33. ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.
- 34. PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.
- 35. CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.
- 36. RENEWAL:** Contract will be in-place for a three (3) year term with an optional two (2) one (1) year renewals, if mutually agreed upon by the CITY and CONTRACTOR. Pursuant to the City of Naples Code of Ordinances, Sec.2-667(7)(e), the term of this contract may be extended by the parties for no more than two years. Each renewal or extension shall be automatically extended for automatic and successive additional terms, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. It is recognized that the terms "renewal" and "extension" once had a distinct meaning in the law; however, the intent of this section is that no contract whether continued by a renewal, extension, or a combination of the two, will result in a term of more than three years plus two years, for a total of five years maximum without City Council approval.
- 37. ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.
- 38. FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

- 39. ALTERNATIVE PROPOSALS:** Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.
- 40. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.
- 41. PROPOSER INVESTIGATIONS:** Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon

which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

- 42. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.
- 43. CHANGE IN SCOPE OF WORK:** The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.
- 44. CHANGE ORDERS:** The City may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. The City of Naples will not pay more than a total of 10% on markup and overhead. Any supplemental agreement shall be approved by the City Manager, contractor and the architect/engineer, if applicable, prior to the commencement of the modified work. The City Manager may only approve contract change orders not exceeding 25 percent of the original contract that were originally approved by City Council. Contracts originally approved at \$50,000.00 or less will be limited to an amount that does not exceed \$75,000.00 for a change order or modification. (City Code Sec.2-667.(7)(a)(b).

The City reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the City. Compensation for changes in quantities shall be at the bid unit price for the specific item of work with no additional charges allowed for the change in quantity.

All unit prices for items of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit of measure (e.g. LS, LF, CY, SY, TN, etc.) including but not limited to:

1. Material
2. Delivery
3. Direct Labor
4. Taxes
5. Rental rates
6. Fringe Benefits
7. Overhead
8. Profit
9. Markup

A change in quantities whether greater than or lower than the original bid quantity shall be treated as if

the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the schedule of values to reflect the new total quantity of each item of work. Each proposal for change order shall list both the reduction in quantity of deleted work and increased quantity of added work. The City of Naples will not pay more than a total of 10% on markup and overhead when establishing a negotiated fee for items not listed by unit price.

- 45. AWARDED CONTRACT:** An awarded contract with hourly rates will determine any overtime that is authorized by the City and its Project Manager. Any authorized overtime rates will be based on the standard 1.5 time the indicated hourly rate. This multiplier will be used on any overtime hours being charged that have been mutually agreed upon by the CITY and CONTRACTOR.
- 46. RATE ADJUSTMENTS:** Rate Adjustments: Any adjustment to an awarded agreement that contains equipment and labor rates in the agreement shall be made in one or more of the following ways:
1. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 2. By unit prices specified in the Contract or subsequently agreed upon;
 3. By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 4. In such other manner as the parties may mutually agree; or
 5. In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles.
- 47. CONTRACTOR PERSONNEL:** The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.
- 48. COST REIMBURSEMENT:** The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.
- 49. EXCEPTIONS:** Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.
- 50. FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.
- 51. FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

- 52. FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.
- 53. INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.
- 54. ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.
- 55. QUALIFICATIONS OF PROPOSERS:** The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:
- > The ability, capacity, skill and financial resources to perform the work or service.
 - > The ability to perform the work service promptly or within the time specified, without delay.
 - > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
 - > The quality of performance of previous contracts or services.
- 56. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 57. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.
- 58. REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

- 59. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- 60. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.
- 61. STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.
- 62. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.
- 63. 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE:** If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: PublicRecordsRequest@naplesgov.com; Address: 735 81h Street S., Naples, Florida 34102; Mailing address: same as street address.
- 64. FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Proposers should be aware that sealed bids, proposals, or replies received by the City pursuant to a competitive solicitation thereto are in the public domain and are available for public inspection, review and copying. The Proposers are requested, however, to identify specifically any information contained in their bids/proposals which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081,

Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to any invitation to bid, request for proposals, or request for qualifications, will become the property of the City of Naples and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with your firm's name and the proposal number marked on the outside. The City will not accept bids/proposals when the entire proposal is labeled as exempt from public disclosure.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your proposal as exempt from public disclosure, Proposer agrees to defend the City of Naples (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Naples (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to you designation of material as exempt from public disclosure.

Note: Proposer's References and Proposal Cost or Price will be deemed a public record, and if a claim of confidentiality is made, the City may deem the proposal non-responsive.

In accordance with Chapter 119.071(1)(b)2. of the Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

In accordance with Chapter 119.071(1)(c)3. of the Florida Statutes, if an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

In accordance with Chapter 286.0113(2)(c)3. of the Florida Statutes, if the agency rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

65. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: City of Naples, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

The Contractor 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 Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor 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 Contractor 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 subcontractor 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 Contractor'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 Contractor shall provide, and shall cause each subcontractor 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 Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, pursuant to ISO Form CG001, 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 subcontractor 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 a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

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 all policies except workers' compensation and professional liability 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.

Note: Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation.

STATEMENT OF NO BID/PROPOSAL

If you do not intend to submit a bid or proposal on this requirement, please complete and return only this page.

Please return via email to purchasing@naplesgov.com or by mail to:

City of Naples, Purchasing Division
City Hall, 735 8th Street South
Naples, FL 34102
Fax 239-213-7105

Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "STATEMENT OF NO BID/PROPOSAL" and it must be received no later than the stated bid/proposal opening date and hour.

Bid # _____

Bid Title: _____

We, the undersigned, decline to bid on the above project for the following reason(s):

- ___ We are not able to respond to the Invitation to Bid by the specified deadline.
- ___ Our Company does not offer this product or service.
- ___ Our current work schedule will not permit us to perform the required services.
- ___ Unable to meet bond requirements.
- ___ Unable to meet insurance requirements.
- ___ Unable to meet bond specifications.
- ___ Specifications are incomplete, or information is unclear (Please explain below).

Other (Please specify below)

Company Name _____

PH _____ Email _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)



CITY OF NAPLES

Purchasing Division

REFERENCE QUESTIONNAIRE

PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.

It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.

Solicitation No. _____ RFP/ITB Title: _____

Bidder/Respondent Name: _____

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: _____

Title of last project: _____

Year last project completed _____

Contract Start/End Dates: _____

Contract Amount: \$ _____

How many projects performed: _____

Overall Performance: _____

Management Ability: _____

Ability to meet time schedule: _____

Ability of control costs: _____

Problems encountered: _____

Quality of Personnel: _____

How well Contractor coordinated with Owner: _____

Cooperation or Lack Thereof: _____

Quality of Subcontractors: _____

Subcontractor Payment Issues: _____

Were there any conflicts, disputes, or other problems:

Yes No

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again? Yes No

Any additional comments?

This REFERENCE QUESTIONNAIRE is provided by:

Name of Company

Address of Company

Telephone No.

Email address:

Date: _____

Name and title of person filling out this reference questionnaire:

Signature of person filling out this reference questionnaire:

This reference form must be emailed to Purchasing@naplesgov.com by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.

ACQUISITIONS
SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence no earlier than February 1, 2023, and will be in place for a three (3) year term with an optional two (2) one (1) year renewals, if mutually agreed upon by the CITY and CONTRACTOR. Pursuant to the City of Naples Code of Ordinances, Sec.2-667(7)(e), the term of this contract may be extended by the parties for no more than two years. Each renewal or extension shall be automatically extended for automatic and successive additional terms unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then-current term.

B. PROHIBITION OF CONTACT

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

C. MINIMUM QUALIFICATION

Vendors licensed to do business in the State of Florida, must submit Sunbiz report showing your company registered as "Active". Vendors not licensed to do business in the State of Florida, must submit documentation equal to a Sunbiz report showing your company registered as "Active" Report must contain a footer that contains the date the document was printed. The printed date must be within 30 days of the solicitation opening date.

A signed and dated IRS W-9 form with EIN is required from all vendors.

D. REFERENCES

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this solicitation on the provided "Reference Questionnaire" form. Failure to provide references that verify the required experience will cause the Vendor to be deemed non-responsive.

E. STATEMENT OF NO BID/PROPOSAL

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid/Proposal.

F. PROPOSAL FORMAT

The contract, if awarded, will be awarded on the RFP submittal requirements. To create a fair evaluation of proposals, all proposals must contain all elements in the RFP SUBMITTAL REQUIREMENTS. The evaluation criteria will be based upon eight (8) value categories totaling up to 100 points. Upon review of the RFP, the committee MAY

schedule presentations. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

G. QUESTIONS

Questions regarding this proposer packet must be received in writing in the Purchasing Division NO LATER THAN **TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**
Last day for questions is 10/8/2022

Direct all questions to:
Felix Gomez, CPPB, NIGP-CPP
Interim Purchasing and Contracts Manager
City of Naples, Purchasing Division
735 8th Street South
Naples, Florida 34102
PH: (239) 213-7102 FX: (239) 213-7105
fgomez@naplesgov.com

SUBMISSION CHECKLIST

Bidder certifies by signature below that the following Documents are included in the Bid Submittal, fully completed in accordance with the bid requirements. It's the bidder's responsibility to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain any and all such addenda and return executed addenda with this bid. Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
Bidder must submit one (1) original signature (clearly marked as such) of the response and six (6) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible PDF of the original document on a CD or USB Flash Drive containing one PDF file of the full response that is clearly labeled with your company's name, Solicitation number, title and contact information.	
Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.	
Include any Professional Licenses (General Contractors license, Underground Utility and Excavation, Builders, etc.) that qualify the firm for this solicitation as well as applicable bond documents, if required. Note if you are not a single prime contractor. List all subcontractors to be used for our project in your bid/proposal and their professional licenses.	
Mandatory FORMS from this document to be included are: <u>Cover Sheet, Reference Questionnaire, Submission Checklist Sheet, signed IRS W-9 (OCT 2018), Sunbiz Report, Acknowledgement of Business Type and Certificates of Insurance, Immigration Law Affidavit Certification</u>	
Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any bid addendums initialed. Include all Addendums with your Proposal.	
Ensure the following: <ol style="list-style-type: none"> 1. The Proposal has been signed. 2. Proposal addressed the evaluation criteria. 3. Proposal prices offered have been reviewed. 4. The price extensions and totals have been checked. 5. Tab format was followed. 	
Bid document needs to be received by the <u>OPENING DATE & TIME</u> indicated on the <u>Cover Sheet</u> . The mailing envelope must be addressed to: <div style="text-align: center;"> City of Naples Purchasing Division 735 8th Street South Naples, Florida 34102 </div>	
The mailing envelope must be sealed and marked with: Bid Number: 22-012 Title: Naples Banking Services - RFP Opening Date:10/18/2022 Company Name: Contact information:	

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Submitting Vendor Name: _____

Authorized Bidder's Signature: _____

At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments.

You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ACKNOWLEDGEMENT OF BUSINESS TYPE

The undersigned Bidder certifies that this bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid.

BUSINESS ADDRESS of BIDDER:

Company Name

Address

City State Zip

Telephone No. _____ Fax No. _____

SIGNATURE OF BIDDER

If an Individual: _____
Signature Print Name

Doing business as _____

If a Partnership: _____

By: _____
Partner Signature Print Name

If a Corporation: _____
Corporate Name

(a _____ Corporation) In what State is the Corporation Incorporated? _____

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes ___ No ___

By: _____
Signature Print Name

Sign and Date Form: Certification:

Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Signature	Print Name
Title	Date

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and their Submittal of a Bid (ITB, RFP, RFQ, etc.) as non-responsive.**

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**City of Naples, FL
RFP No. 22-012
Banking Services - RFP**

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City of Naples, FL
RFP No. 22-012
Banking Services - RFP
PROJECT REQUIREMENTS AND SPECIFICATIONS

1. INTRODUCTION

The City of Naples (the “City”), is currently seeking proposals from qualified public depositories in accordance with Florida Statute 280.17 who are interested in providing comprehensive banking services to the City. The City intends to select one financial institution to deliver the services described herein. The objective of the City is to secure the most efficient and effective banking services while maintaining sufficient liquidity and protection of the City’s funds. The City may award a contract to the best service provider with innovative ideas, which may not be the low Respondent. The City reserves the right not to award some or all of the services contemplated herein.

It is the cities goal/desire to award one banking contract for all banking services outlined in the RFP.

However, the City reserves the right to award P-Card services separately into two separate banking services agreements.

1.1 QUALIFIED PUBLIC DEPOSITORY

1. The Respondent must meet the following criteria:
 - a. Be designated by the Chief Financial Officer of the State of Florida as a Qualified Public Depository.
 - b. Maintain the designation Qualified Public Depository throughout any Contract Period(s) resulting from this solicitation.
 - c. Maintain its home office or a full service branch within the City limits.
2. The Respondent must provide proof of the above qualification by furnishing copies of letters, certificates, etc. which document said status. Such proof must be provided in Attachment 1, Qualified Public Depository

1.2 ACRONYMS USED WITHIN THIS REQUEST FOR PROPOSAL

ACH	--	Automated Clearing House
BAI	--	Bank Administration Institute
CD-ROM	--	Compact Disk – Read Only Memory
E.S.T.	--	Eastern Standard Time
FDIC	--	Federal Deposit Insurance Corporation
NLT	--	Not Later Than
OCR	--	Optical Character Recognition
RFP	--	Request for Proposal
TBD	--	To Be Determined
UPS	--	United Parcel Service

USPS	--	United States Postal Service
ZBA	--	Zero Balance Account

2. MINIMUM SERVICES REQUIRED FOR THIS REQUEST FOR PROPOSAL

- 2.1. The City is looking for innovative ideas, services, and products from its banking partner. The current banking structure may be evaluated, and recommendations may be suggested; however, the City is satisfied with the current structure. Key considerations in the proposal review will be Image Technology, On-Line Banking, Remote Deposit, Lockbox technology, Bill-Pay/IPay Technology, and Web technology, and maintain a local P.O .Box.
- 2.2. The support & file for the lockbox and Bill-Pay daily deposits must be deliverable to the City in an importable electronic format received and deposited daily.
- 2.3. **If the Lockbox processing includes a third-party processor, the name, address, and three (3) professional references must be provided with the RFP submittal.** A direct point of contact is required from the processor for the City of Naples.
- 2.4. Establish demand deposit accounts as may be necessary to meet the banking requirements of the City. Post deposits and withdrawals timely.
- 2.5. Process direct deposit of employee payroll.
- 2.6. Provide Courier services to City Hall to collect coins taken in by the City's parking meters.
- 2.7. Provide the City with all the necessary deposit slips and coin bags.
- 2.8. Provide the City with an accelerated float collection schedule.
- 2.9. Provide the City with all the software and training necessary to access and utilize the Respondent's online systems.
- 2.10. Provide the City with online access that equals or exceeds the safety, security, and encryption standards established by the information and technology industry.
- 2.11. Disburse funds via repetitive and non-repetitive wire transfer from an online system or if necessary telephonic request of an authorized person.
- 2.12. Accept and send all ACH transactions (payroll, disbursement and deposit) and IRS transfers and provide on-line notification of ACH deposits the same day.
- 2.13. Provide Credit Card processing.
- 2.14. Provide automated on-line balance reporting services for all City accounts. Available information should include: closing ledger, closing collected, opening ledger, opening collected, float, previous day debit and credit detail (including bankcard deposits, ZBA transfers), and ACH credit and debit detail.

- 2.15. Provide ACH return & deposit return item transactions on the on-line electronic platform to access next business day or provide in other electronic form.
- 2.16. Provide the ability to place on-line stop payments and on-line access to information regarding cleared and stop payment checks.
- 2.17. After minimum concentration account balance requirements are met, if applicable, sweep any excess cash balances into an approved overnight investment vehicle. Respondent must submit proposals offering services based on an actual cost basis. Typically, \$5,000,000 is available for an overnight investment. Please note: the \$5,000,000 is a historical average, and going forward this may not be the case.
- 2.18. The City currently uses Reconciliation services with Positive Pay. The City would like to add payee positive pay and investigate additional security services that may become available in the future.
- 2.19. Provide monthly activity statements and reports for all accounts. These statements will include a monthly account analysis. The statement cutoff must be the last day of the month. Statements must be sent no later than the 10th of the following month. The City must have access to on-line month-end statements for both bank account activity and for analysis statements.
- 2.20. Provide the City with the capability to retrieve images on-line as needed.
- 2.21. Provide the City with capability to view check images of paid checks in a pdf format and CD ROM.
- 2.22. Secure the City accounts with ACH Blocks and/or Filters as needed.
- 2.23. Provide a money market account for the investment of cash not used during the course of several days.
- 2.24. Provide the City with Remote Deposit Services. The City would like to continue using remote deposit system.
- 2.25. The Respondent will provide overdraft protection services to the City. In the event of an overdraft, presented checks shall be paid by the bank after confirmation by the City.
- 2.26. Provide cashing of the City-created checks at no charge to payee.
- 2.27. Provide a dedicated Customer Service Representative to service the City's accounts.
- 2.28. Provide the City with Quarterly Treasury Review focused on new services available, and services that will streamline the current banking process as necessary.

3. QUALIFICATIONS AND EXPERIENCE

- 3.1. Describe the organization, date founded, ownership, and other business affiliations.
- 3.2. Provide the address of the office location that will service the account.

- 3.3. Describe the experience of the financial institution in providing similar services for other Municipal and local government clients.
- 3.4. 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.
- 3.5. Provide a list of branch addresses for banking centers located near the City's cash collection centers (Attachment 5).
- 3.6. 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/Banking Institution		
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		
Outlook		
Bank Holding Company		
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		
Outlook		

- 3.7. Provide the name, title, address, phone number and email address of the primary contact person(s) that will be assigned to this account.
- 3.8. 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
- 3.9. Describe your firm's policy on changing the primary contact person on an account.
- 3.10. Will a specific customer service representative or a customer service department be assigned to handle day-to-day transactions for the City?
- 3.11. 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?

- 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.)?
 - c. What is the general time frame for issue resolution?
- 3.12. After the initial transition, how frequently will the relationship manager attend on-site meetings with City staff?
- 3.13. IT Resources: During what hours is technical support available (specify time zones)?
- 3.14. 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.

4. SCOPE OF SERVICES

4.1. Bank Services

- 4.1.1. 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.
- 4.1.2. Would the bank be interested in offering a package banking, educational programs and/or special rates to the City employees? Please describe.
- 4.1.3. Would the employee be required to have their pay direct deposited into your bank to obtain these services?

4.2. Overdrafts

- 4.2.1. What are the fees and interest charges associated with overdrafts? How are these charges calculated?
- 4.2.2. Is there a fee per check or per occurrence when there is an overdraft?
- 4.2.3. Is there a daily cap on fees? If so, what is it?
- 4.2.4. 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.
- 4.2.5. Is wire transfer processing stopped when the intra-day-limit is reached?

4.3. 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.

- 4.3.1. What are the ledger cutoff times for deposits to branch and vault locations?
- 4.3.2. 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?
- 4.3.3. 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?
- 4.3.4. 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)?
- 4.3.5. How does the bank determine and calculate availability of deposited items?
- 4.3.6. Does the bank give immediate availability for on-us items?
- 4.3.7. Provide a copy of the availability schedules the bank proposes to use for the City. Include the availability schedules for branch deposits.
- 4.3.8. Are weekend or holiday deposit services available? Is there an additional fee or discount for utilizing these services?
- 4.3.9. How does the Respondent determine and calculate funds availability for deposited items?
 - a. Does the Respondent give immediate credit for on-us items?
 - b. Does the Respondent calculate funds availability by item or formula?
 - c. Does the Respondent use a standard schedule? Accelerated schedule? How often is it updated?
- 4.3.10. Provide a copy of the funds availability schedule that will apply to deposits into the City's accounts.
- 4.3.11. How will the Respondent return the validated deposit to the City? Within what time frame?
- 4.3.12. Does the Respondent identify and adjust all discrepancies?
 - a. If no, at what dollar amount does the Respondent write off discrepancies?
 - b. What is the standard procedure for reporting deposit adjustments? What additional options are available (e.g., copies to multiple locations)?

- 4.3.13. What is the Respondent's policy on receipt of tampered deposit bags?
- 4.3.14. When counterfeit bills are discovered, what are the Respondent's notification and adjustment policy and process?

4.4. Vault Services

The City collects several hundred thousand dollars in coins each year (approximately **\$48,000** annually) from the City's parking meters. The City counts the coins (quarters only at this time) bags them and a courier services deposit them at the bank.

- 4.4.1. Does the Respondent have an automated vault service? Describe the deposit and change order procedures, cut-off times, and other features of this system.
- 4.4.2. Will the Respondent offer Courier Service? Will it provide this service to the City? If so, what is the cost of this service?
- 4.4.3. Based on the City's volume of cash would the courier need to go to a cash vault?

4.5. Remote Deposit Capture

- 4.5.1. Describe the bank's ability to process checks by Remote Deposit Capture (RDC)?
- 4.5.2. When does your RDC service require that deposit totals be entered before or after scanning checks?
- 4.5.3. Is there a limit to the number of checks that can be contained in a single deposit?
- 4.5.4. Does your service allow for multiple deposits in a single day?
- 4.5.5. How will the City be notified of deposit corrections and/or adjustments?
- 4.5.6. Describe the process used for balancing and correcting deposits transmitted to your institution.
- 4.5.7. 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?
- 4.5.8. What equipment would the bank recommend? What is the price for this equipment? What is the current error rate for the scanners?
- 4.5.9. Can checks be automatically endorsed with the RDC service? Is the automatic endorsement an electronic image or printed on the check?
- 4.5.10. What are the peak transaction times? How does this affect the system's response time?

4.6. Return Item Processing

- 4.6.1. Can returned items be automatically re-deposited? If so, how many times and at what cost?
- 4.6.2. Does the re-deposit policy for returned ACHs differ from the policy for paper checks? If so, how does it differ?
- 4.6.3. Does the bank offer Represented Check Entries (RCK) services?
- 4.6.4. 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? Can information be available on electronic platform to access next business day or provided in other electronic?
- 4.6.5. Can the bank provide online access to electronic images (back and front) of returned items to the City? Can information be available on electronic platform to access next business day or provided in other electronic?

4.7. Check Disbursement/Positive Pay

- 4.7.1. Does the bank offer Positive Pay and Payee Positive Pay? Is there an additional charge for Payee Positive Pay versus Positive Pay?
- 4.7.2. How would the City need to transmit check issuance information to the bank?
- 4.7.3. What is the deadline for the transmission of check issuance files to the bank?
- 4.7.4. 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?
- 4.7.5. Does the bank offer the ability to manually enter one-time check disbursements issued outside of the regular batch file? Please describe.
- 4.7.6. Does the bank provide automatic file receipt acknowledgments? If so, how is the acknowledgment transmitted?
- 4.7.7. 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?
- 4.7.8. 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?
- 4.7.9. 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?
- 4.7.10. Does the bank offer a "do not pay" default?
- 4.7.11. Can stale-dated checks be reported as exception items?

4.7.12. 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?

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

4.8. Stop Payments

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

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

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

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

4.8.5. What is the cost associated with voiding checks?

4.9. ACH Processing

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

4.9.2. What ACH transmission options are available?

4.9.3. 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?

4.9.4. 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?

4.9.5. 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?

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

4.9.7. 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?

- 4.9.8. Does the bank provide automatic file receipt acknowledgments? If so, is the acknowledgment transmitted?
- 4.9.9. How are returned and rejected ACH transactions handled? Can notification about rejected ACH transactions be emailed to the City or available the same day on the electronic platform? What information does the bank provide to assist in identifying returned and rejected ACH transmissions?
- 4.9.10. If the bank provides ACH debit blocking, what level of filtering can be applied (originator, originator & dollar amount, etc.)?
- 4.9.11. With ACH debit blocking, does the bank notify the City of attempts to debit funds that have been automatically rejected?
- 4.9.12. Does the bank offer ACH Positive Pay (ability to make pay / no pay decisions on unidentified ACH transactions)?
- 4.9.13. Does the bank offer/support NACHA's Secured Vault Payments also referred to as Online Banking ePayments?
- 4.9.14. 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?

4.10. Wire Processing

- 4.10.1. Describe the process of initiating wire transfers electronically.
- 4.10.2. What is the cutoff time for same day wire transfers?
- 4.10.3. 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.)?
- 4.10.4. Does the bank offer Universal Payment Identification Codes (UPICs)?
- 4.10.5. Does wire processing require approval step done by someone other than the person initiating the wire?
- 4.10.6. Does the bank have the ability to create templates online for reoccurring wires?
- 4.10.7. Does the bank have the ability to process a fedwire to pay Federal Payroll Tax Form 941?
- 4.10.8. What Fee (if any) is charged for wire processing (Both Sending & Receiving).

4.11. Statements and Documents

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

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

- 4.11.2. 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)?
- 4.11.3. 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)?
- 4.11.4. 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?
- 4.11.5. 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.

4.12. Reconciliation Services

- 4.12.1. Does the bank offer full and partial Account Reconciliation Program (ARP) services? Discuss options.
- 4.12.2. What report options are available for full and partial reconciliation? Provide Sample Reports.
- 4.12.3. Describe the bank's deposit reconciliation services. How are daily deposits reported?
- 4.12.4. Are the systems integrated for check, ACH and wire transfers? If so, describe. If not, discuss any plans to do so.
- 4.12.5. Describe how reconciliation data is transmitted to the City.

4.13. Account Analysis Statements

- 4.13.1. Provide a sample account analysis statement.
- 4.13.2. Are account analysis statements available online? How many prior months are available? Can the account analysis details be downloaded into Microsoft Excel?
- 4.13.3. 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?

4.14. Online Reporting

- 4.14.1. Are there any limits on the number of City users that could have access to the bank's online website?
- 4.14.2. What levels of authorization (i.e., accounts viewed, transaction capabilities, etc.) can be permitted or turned off for individual users?
- 4.14.3. What transaction types are reported in previous day reporting? What previous day reports are available? Provide samples of previous day balance and transaction reports.
- 4.14.4. Does the bank's deposit reporting system report electronic transactions (i.e., ACH wire) as well as paper documents?
- 4.14.5. What time is previous day information available?
- 4.14.6. In what file formats can data be downloaded?
- 4.14.7. 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?
- 4.14.8. What transaction types are reported in current day reporting? What current day reports are available? Provide samples of current day balance and transaction reports.
- 4.14.9. Can electronic reports be customized by users within the bank's online platform?
- 4.14.10. Can electronic reports be scheduled to be generated automatically and emailed to designated users?
- 4.14.11. How many business days of balance history are stored on the reporting system for previous day reporting? If there are differences in formation available for current day 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.

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

- 4.15.1. 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?
- 4.15.2. Does a reserve requirement apply to the proposed option?

- 4.15.3. Does an FDIC assessment, deposit based fee, or similar fee apply to the proposed option?
- 4.15.4. Provide investment return history for the last 12 month period for each option proposed. Show the yield for each month.
- 4.15.5. If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?
- 4.15.6. What fee (if any) is charged to sweep funds into the proposed investment vehicle(s)? How is the fee calculated?
- 4.15.7. 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.
- 4.15.8. 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?
- 4.15.9. What is the current Earnings Credit Rate (ECR) being offered to the City?
- 4.15.10. 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.
- 4.15.11. 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.
- 4.15.12. Provide the bank's earnings credit rate history in the last 12 month period. Show the yield for each month.
- 4.15.13. 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.)?

4.16. Disaster Recovery and Control

- 4.16.1. 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.
- 4.16.2. Are off-site facilities strategically located away from each other in the event of a disaster?
- 4.16.3. How quickly can the "hot" site be implemented in case of an emergency?
- 4.16.4. Provide a description of the controls in place to insure the integrity of the funds transfer system.

- 4.16.5. Describe the types of insurance and bonding carried.
- 4.16.6. How often are emergency operations tested? How are they tested?
- 4.16.7. 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 \$100,000 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.

4.17. **Purchasing Card**

Provide a complete purchasing card program. This includes software, set-up, technical support, administrator/user manuals and assistance in the implementation of this program.

- 4.17.1. During the fiscal year 2021, the City initiated purchasing card transactions resulting in expenditures of approximately \$3,730,231 from more than 8,239 transactions. The City currently has approximately 175 active purchase cards issued to City employees.
- 4.17.2. Provide a brief history and overview of your Card Program and identify any joint venture or affiliated relationship, if relevant to this program.
- 4.17.3. Will the Respondent customize the Card to include the City and logo? Is there an additional cost?
- 4.17.4. Does the Respondent offer single Billing to the City or to the individual cardholder, or both?
- 4.17.5. Can the Respondent mask or partially block the full credit card number from monthly statements mailed to individuals?
- 4.17.6. Can the Respondent offer multiple settlement date options or a fixed date settlement?
- 4.17.7. Please describe payment settlement and how this impacts interest rate and rebate rate? What is the Respondent's recommend settlement solution?
- 4.17.8. Are Cards limits controlled by the City via the Internet or are they programmed by the Respondent?
- 4.17.9. Please describe the rebate program offered by the Respondent? Are the rebate rates tiered? Include your rebate schedule based on spend thresholds.
- 4.17.10. Annual Fees: The P-Card provider will not charge an annual fee or service fee for procurement cards issued to the City.
- 4.17.11. How will the City's chart of accounts be tied to the Purchasing Card expenditures?

- 4.17.12. Please describe the implementation process for the Card program?
- 4.17.13. Does the Respondent work with the City to help facilitate vendor acceptance of payments?
- 4.17.14. Are any transactions exempt from the rebate calculation? If so why?
- 4.17.15. How is the P-Card Credit limit established? When is it reviewed?
- 4.17.16. 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?
- 4.17.17. Does the Respondent's program offer fraud protection? If so, what are the requirements needed for the City to collect?
- 4.17.18. Please provide examples of reports generated by your P-Card system? Are the reports available in a flat file? Can they be customized?
- 4.17.19. 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?
- 4.17.20. **Level III Reporting:** For vendors that have Level III reporting, please indicate how cardholders can capture specific purchasing information in the software recommended by the P-Card Provider.
- 4.17.21. **Compatibility with City Procurement and Payment Systems:** City uses Munis from Tyler Technologies to process all vendor payments. Is the Respondent's program compatible with a Tyler Munis monthly import function? Do you have references of other clients on your P-Card platform that are currently using Munis who would be willing to speak with us? If so, please provide contact information with submittal.
- 4.17.22. In-person training.
- 4.17.23. **Card Controls and Restrictions:** The P-Card Provider shall have the ability to set restrictions and controls at both the City and individual levels online in real-time.
- 4.17.24. Open/close new card online in real-time.
- 4.17.25. Increase/decrease individual limits in real-time.
- 4.17.26. Review transactions as they post.
- 4.17.27. Provide spending data in a City specific flat file format.
- 4.17.28. Ability to block certain transactions based on the MCC code.
- 4.17.29. Electronically transmit data received from the vendors to the City on a monthly basis.

- 4.17.30. Lost or Stolen Cards: The cardholder and/or P-Card Administrator or agent will immediately report lost or stolen cards to the P-Card Provider. Such reports will be verbal or e-mailed. The P-Card Provider shall provide to the P-Card Administrator access for immediate online real-time cancellation and emergency issue of a replacement card.
- 4.17.31. Replacements for lost or stolen purchasing cards must be sent via Fed Ex or UPS to the City of Naples within three business days.
- 4.17.32. The p - card program and all related reports and correspondence must be PCI compliant.
- 4.17.33. What does your company do to ensure that vendors accept the credit card for tax-exempt transactions? Is it possible to post a tax-exempt status on the front of the card?
- 4.17.34. Support staff available to work with City's IT department.
- 4.17.35. Online administration ability
- 4.17.36. Reports: P-Card Provider shall provide reports that show monthly (or other agreed upon interval) transaction detail by cardholder, by Department and by the City as a whole. Reports shall also be capable of showing transactions by vendor. Reports shall enable the City to reconcile all card transactions including charges, credits, disputes, adjustment, duplicates, etc. Indicate your programs capability to customize reports. At a minimum, reports should be able to be downloaded to excel format.
- 4.17.37. Training: The P-Card Provider shall provide training to the City including, but not limited to, the following:
 - 4.17.37.1. Contract Start-Up Training Session: At the start of the contract, the P-Card Provider shall provide initial on-site training to the City staff designated by the P-Card Administrator. The initial training will address benefits and features of the card, billing procedures, available reports, and the application process.
 - 4.17.37.2. Training Materials: P-Card Provider shall provide written materials that may be used by the City staff to train cardholders on the proper use of the P-card. Updated versions of these materials should be available over time as well as on-going availability of new user training sessions. P-Card Provider will provide additional copies of training materials at no additional cost. The City may copy and distribute provided materials to staff at no additional cost.
 - 4.17.37.3. Ongoing Training: Training can be provided via monthly user calls, annual user group conferences and newsletters.

4.18. Merchant Card Services

- 4.18.1. Provide a brief history and overview of your Merchant Card Program and identify any joint venture or affiliated relationships by name, address and contact person, if relevant to this program.
- 4.18.2. Does the Respondent provide the merchant equipment needed by the City or does the City need to lease, or purchase this equipment?
- 4.18.3. Does the Respondent allow for the City to use different merchant ID's in order for the City to identify the location of machine?
- 4.18.4. 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?

4.19. Conversion

- 4.19.1. Describe a conversion plan to transfer assets of the City to your financial institution with respect to timelines for each task consistency with the calendar provided in the RFP.
- 4.19.2. What lead-time do you expect will be necessary before the conversion begins?
- 4.19.3. Indicate your plans for educating and training the City employees in the use of your systems.
- 4.19.4. Indicate any and all costs associated with conversion and/or training.

4.20. Implementation

- 4.20.1. Describe a implementation plan to transfer lockbox processes and assets of the City to your financial institution with respect to timelines for each task consistency with the calendar provided in the RFP.
- 4.20.2. Provide a copy of all agreements that will be required to initiate the banking services agreement.
- 4.20.3. Provide a detailed description of the implementation process, including testing and a sample implementation schedule.
- 4.20.4. What is the lead-time required for implementation, based on a start date of February 1, 2023? What are the critical factors that may impact that lead-time?
- 4.20.5. Does the Respondent assign an implementation team? If so, is an Implementation Manager assigned?

4.21. Bank Fees

A summary of the average monthly volumes for the various types of services currently being utilized by the City is provided within a spreadsheet that is included with the RFP documents **(please refer to Attachment 8)**. This information was based, on monthly average volumes for the past fiscal year. Volumes are estimated and not guaranteed as minimums or maximums. Additionally the City does have seasonal volumes with monthly around enrollment being the highest. Based on the information contained in this proposal, provide unit charges for these services and also include pricing for any new services in the separate section within the spreadsheet. The Respondent must use this format, adding any other service fees that will be charged.

- 4.21.1. 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.
- 4.21.2. 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?
- 4.21.3. 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?
- 4.21.4. 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.
- 4.21.5. Is there a fee or other assessment for FDIC Insurance? If so, how does the Respondent calculate the charge?
- 4.21.6. Does the Respondent charge for use of uncollected funds? If so, how is the charge calculated?
- 4.21.7. How soon after the close of the billing period is the account analysis available to the City?
- 4.21.8. How are adjustments reflected on the account analysis?
- 4.21.9. Is the Respondent's account analysis available electronically via the Internet?
- 4.21.10. 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?

4.21.11. 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.

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

5. ADDITIONAL TERMS AND CONDITIONS

- 5.1. Failure to observe any of the instructions or conditions in this Request for Proposal may constitute grounds for rejection.
- 5.2. The City reserves the right to request an interview with any Respondent to determine service capabilities in greater detail and to clarify any unclear areas in the proposals. This may include a site visit to the Respondent's facilities. The City will not be liable for any costs incurred by the Respondent in connection with such an interview (i.e., travel, accommodations, etc.).
- 5.3. In the event the Respondent to whom the contract is awarded does not execute a contract within (15) fifteen days of such award, the City may give notice to such Respondent of intent to award the contract to another Respondent, or to call for new proposals.
- 5.4. By submitting a proposal, the Respondent certifies that the bank officer has fully read and understands this RFP and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
- 5.5. The Respondent shall furnish such additional information as the City may reasonably require. The City reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate.
- 5.6. This RFP contains an anticipated number of transactions. Although these figures represent the City's average historical volumes, the City cannot guarantee that the items presented will be the monthly transaction volumes.
- 5.7. It is understood that any firm or institution awarded a contract under this Request for Proposal shall maintain the appropriate insurance(s) as indicated in Exhibit 1, Indemnification and Insurance Requirements, for the total time period of this contract including any extensions.
- 5.8. The City may consider the cost associated with changing financial institutions in addition to the results of the Award Criteria.
- 5.9. The Respondent may withdraw the proposal once it is delivered only if written notice of withdrawal is received by the City's Purchasing office, 735 8th Street South, FL 34102 prior to the proposal deadline for the opening of the proposals.

Respondents may not withdraw or modify their Proposal after the Proposal opening except as provided by law.

5.10. Respondents must submit Statement on Public Entity Crimes (Attachment 3) and Equal Opportunity Statement (Attachment 4) as part of the bid proposal.

5.11. The City requires the selected Respondent to offer banking programs to encourage employees to open accounts.

5.12. The City requires that the Respondent will not charge a service charge to cash any check issued by the City.

6. INSURANCE

In addition to the City's General Insurance Requirements on page 12, Professional Liability (Errors & Omissions) insurance with minimum limits of \$1,000,000 is required for this service.

7. EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 120 days from the proposal date.

8. SELECTION PROCESS

1. SOLICITATION SCHEDULE:

Listed below are the important dates and times related to this solicitation. The Procurement Division may find it necessary to change any of these dates or times. All dates are subject to change.

Action	Estimated Completion Date
Advertise and Float RFP	Week of September 12, 2022
RFP Due Date	October 18, 2022
Evaluation Committee Meeting	Week of October 24, 2022
Presentation if needed	Week of October 31, 2022
Final Selection	Week of October 31, 2022
Contract Negotiations	Week of November 7, 2022
Council Meeting	December 7, 2022
Start Date	February 1, 2023

2. PROPOSAL OPENING

The bid opening is public on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure their proposal is delivered at

the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered.

3. EVALUATION COMMITTEE

The City Manager will appoint a selection committee to review and evaluate the proposals using the following criteria. The City, at its sole discretion, may contact the references and/or visit one or more of the projects listed in response to this solicitation as part of the evaluation process.

A shortlist of vendors may be interviewed for final ranking. If an interview is held, it will be less than one hour in length and be equally divided between the presentation and questions and answers. The presentation (if necessary) time and date will be assigned by the City.

4. SELECTION CRITERIA:

Any proposal that does not meet the minimum qualifications as stated above will be rejected. The criteria below are not necessarily listed in order of importance. Proposals will be evaluated on the following criteria:

CRITERIA	MAXIMUM POINTS
Cover Letter and Forms	0
Qualifications and Experience (Sec 3.0)	10
Bank locations (i.e., availability for personal services and consultation) (Sec 3.2)	5
Customer Service and problem resolution (Sec 3.11)	15
Scope of Services (Sec 2.2 & 2.3) Lockbox Services & On-Line Platform.	20
Scope of Services (Sec 4.17) (P-Card)	10
Quality of scope of conversion plan & Implementation (Sec 4.19 & 4.20)	15
Proposed fees and compensation (Sec 4.21 – Attachment 8)	20
Innovation / Additional Services (Attachment 7)	5
MAX POINTS	100

5. SUBMITTAL REQUIREMENTS:

1. Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm’s responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.

2. **PLEASE INCLUDE PAGE TABS/ SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be substantially unreliable, in the sole opinion of the Evaluation Committee and Purchasing & Contracts Manager, their proposal may be rejected.

3. **Proposals must be bound with plastic comb binding (no 3-ring binders).**

4. Proposers shall submit one (1) original hard copy (clearly marked as such) of the response and six (6) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible electronic version on a CD or USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The City may request specific files be submitted in specialty format (i.e., provide Price Forms or Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements described herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the City in evaluating the Proposal, and the electronic version is provided for the City's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

Qualified firms interested in providing Banking Services invited to submit a proposal. Submittals shall address the evaluation criteria. **Please use the below TAB format for your proposal. Proposals should be concise and clear.**

TAB 1 - EXECUTIVE SUMMARY AND MANDATORY FORM INFORMATION

- Executive Summary - Maximum two (2) pages that highlights each of the key areas of the proposal and that summarizes the Respondent's case why such bank should be selected as the City's bank. Identify who will be the point of contact including their email address. Identify the Project Manager and in which office they are located.
- Items for Baseline Eligibility - Include Mandatory Form information from the Submission Check List page (including signed cover sheet, IRS W-9 form, any applicable licenses / certifications not included elsewhere in the proposal.

TAB 2 - MINIMUM SERVICES REQUIRED FOR THIS REQUEST FOR PROPOSAL

Provide all request information from Section 2. MINIMUM SERVICES REQUIRED FOR THIS REQUEST FOR PROPOSAL

TAB 3 - QUALIFICATIONS AND EXPERIENCE

Provide all request information from Section 3. QUALIFICATIONS AND EXPERIENCE

TAB 4 - SCOPE OF SERVICES

Provide all request information from Section 4. SCOPE OF SERVICES.

TAB 5 - ADDITIONAL TERMS AND CONDITIONS

Provide all request information from Section 5. ADDITIONAL TERMS AND CONDITIONS and any additional information requested in the RFP.

9. INCURRING COSTS

The City of Naples is not liable for any costs incurred by the offeror submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to project interviews shall be the full responsibility of the proposer.

10. FIRM RANKING AND SELECTION

Based on the results of the evaluation process and selection criteria, the Evaluation Committee will prepare a prioritized ranking of firms. City staff will present an agreement to the top ranked firm for Banking Services. Should contract negotiations fail with the top ranked firm, the City will enter into discussions with the second ranked firm, and so on, until an acceptable agreement has been reached between the City and the selected firm. The final contract will then be forwarded to the City Council for approval.

11. RESPONDENT'S WARRANTY

12. ATTACHMENTS - FOR INCLUSION WITH PROPOSAL

- Attachment 1 - Qualified Public Depository Certificates
- Attachment 2 - Insurance Certificates
- Attachment 3 - Statement on Public Entity Crimes
- Attachment 4 - Equal Employment Opportunity Statement
- Attachment 5 - Banking Branch Offices in the City
- Attachment 6 - Interest Rates
- Attachment 7 - Additional Banking Services
- Attachment 8 - Proposed Fees and Compensation (Per Sample Transaction Analysis) **REQUIRED FROM**

11. RESPONDENT'S WARRANTY

The undersigned person by his/her signature affixed hereon warrants that: (a) he/she is an officer of the institution submitting the proposal; (b) he/she has fully read and understands this RFP and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided, and the conditions under which the services are to be performed; and (c) acknowledges that the institution has no objection to incorporating the Request for Proposal and its responses to it as an attachment to the contract we may mutually develop for the provision of banking services.

RESPONDENT

Name of Institution

Signature

Name (Print or Type)

Title

Date

Address

Telephone Number

Fax Number

Email

12. ATTACHMENTS - FOR INCLUSION WITH PROPOSAL

ATTACHMENT 1

QUALIFIED PUBLIC DEPOSITORY
(Please Provide Response)

ATTACHMENT 2

INSURANCE CERTIFICATES
(Please Provide Response)

ATTACHMENT 3
STATEMENT ON
PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, the following information is provided:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

COMPANY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT 4

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The undersigned Respondent, by the signature below, represents that the foregoing information is true and correct. The undersigned Respondent, by the signature below, provides assurances to the City of Central Florida of its compliance with Federal, State and County affirmative action and equal employment opportunity requirements. The undersigned Respondent further assures that it and its sub-contractors/sub-recipients facilities are accessible to the handicapped (if applicable).

IN WITNESS WHEREOF, this Equal Employment Opportunity Statement is hereby signed as of the date indicated.

RESPONDENT

ATTEST

By: _____
Authorized Signature signed in ink before a
Notary Public

Witness

Typed name of person signing above

Witness

Title of person signing above

Date signed

Notary Public, State of

My commission expires

ATTACHMENT 5

BANKING BRANCH OFFICES
WITHIN 10 MILES OF City Hall
(Please Provide Response)

ATTACHMENT 6

INTEREST RATES

(Please Provide Response)

Effective Federal Funds rate plus (+) _____ basis points.

ATTACHMENT 7

ADDITIONAL BANKING SERVICES
(Please Provide Response)

