



# REQUEST FOR PROPOSALS

## RFP # 24-06-01 BANKING SERVICES

RELEASE DATE:	WEDNESDAY, JUNE 5, 2024
VIRTUAL NON-MANDATORY PRE-PROPOSAL MEETING	WEDNESDAY, JUNE 26, 2024 AT 11:00 AM ZOOM VIRTUAL MEETING: <a href="https://us02web.zoom.us/j/82683511394">HTTPS://US02WEB.ZOOM.US/J/82683511394</a>
ALL QUESTIONS DUE:	FRIDAY, JUNE 28, 2024 AT 5:00 PM
SUBMISSION DUE DATE:	TUESDAY JULY 9, 2024 AT 11:00 AM
SUBMIT <u>ELECTRONIC</u> PROPOSALS TO:	RESPONDENTS SHALL SUBMIT ALL PROPOSALS ELECTRONICALLY THROUGH <a href="http://WWW.DEMANDSTAR.COM">WWW.DEMANDSTAR.COM</a> . THE CITY IS ONLY ACCEPTING ELECTRONIC SUBMITTALS VIA DEMANDSTAR AT <a href="http://WWW.DEMANDSTAR.COM">WWW.DEMANDSTAR.COM</a>



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**LEGAL ADVERTISEMENT NOTICE TO FIRM**

**BANKING SERVICES  
REQUEST FOR PROPOSALS NO. 24-06-01**

The Specifications for this REQUEST FOR PROPOSALS are available from DemandStar by calling (800) 711-1712 or by accessing their website at [www.demandstar.com](http://www.demandstar.com). The Bid Specifications may also be examined at the City of Sunny Isles Beach – Office of the City Clerk. Vendors who obtain the RFP Specifications from sources other than DemandStar or the City of Sunny Isles Beach are cautioned that their RFP response package may be incomplete. Any addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all vendors who are listed on the official list.

Sealed Proposals will be received by the City Clerk no later than **11:00 AM ON TUESDAY, JULY 9, 2024** on [DemandStar.com](http://DemandStar.com). Proposals received after this time will not be considered. The City is under no obligation to return Bids. Timely submitted Bids will be opened publicly and names of firms read aloud at this time.

**RFP 24-06-01 BANKING SERVICES  
OPENING DATE AND TIME: TUESDAY, JULY 9, 2024 AT 11:00 AM**

The City reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities, and to accept the proposal, which best serves the interest of, and represents the best value to, the City in conformity with the criteria set forth in Section 62-8 of the Code of Ordinances of the City of Sunny Isles Beach. **Potential and actual proposers shall not solicit or otherwise communicate in any manner whatsoever, directly or indirectly, with the City Commission, City Manager, evaluation committee members, or City staff, other than Purchasing Division personnel, regarding this RFP from the time of the RFP initial release through the award.**

The City will host a virtual non-mandatory pre-proposal conference on **WEDNESDAY, JUNE 26, 2024 AT 11:00 AM**. Virtually via Zoom: <https://us02web.zoom.us/j/82683511394>

All questions regarding this RFP shall be directed **in writing** to Purchasing by **FRIDAY, JUNE 28, 2024 AT 5:00 PM**. Questions must be submitted via email to: [Purchasing@sibfl.net](mailto:Purchasing@sibfl.net).

*Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.*

Mauricio Betancur, CMC, City Clerk,  
City of Sunny Isles Beach



SECTION 1

INSTRUCTIONS TO BIDDER / GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF SUNNY ISLES BEACH. THE CITY OF SUNNY ISLES BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS BID OR RFP SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

1.1 CLARIFICATION/EXPLANATION/QUESTIONS:

Any questions concerning the Bid Specifications or any required need for clarification must be addressed to Purchasing at [Purchasing@sibfl.net](mailto:Purchasing@sibfl.net) by the date mentioned above. Interpretations or clarifications considered necessary by the City will be issued by addenda and posted/disseminated by DemandStar ([www.demandstar.com](http://www.demandstar.com)) to all parties listed on the official plan holders' list as having received the Bid documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Proposers from submitting their Bid on the required date and time as publicly noted.

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 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

1.6 BID DEADLINE:

Bids must be submitted no later than the time and date shown within this document.

1.7 SEALED BID:

The entire Bid Response Package must be submitted electronically via DemandStar.com by the date mentioned above.

1.2 PLAN HOLDER'S LIST:

As a convenience to vendors, the City of Sunny Isles Beach has made available via internet lists of all plan holders for each REQUEST FOR PROPOSALS. The information is available on-line at [www.demandstar.com](http://www.demandstar.com) or by calling the Office of the City Clerk at (305) 792-1703.

1.8 BID EXECUTION, SIGNATURES, ERASURE/CORRECTION:

All Proposals shall be signed in blue ink. All price quotes shall be typewritten or printed with ink. All corrections made by the proposers prior to the opening must be initialed and dated by the proposers. No changes or corrections will be allowed after Bids are opened. Bids must contain an original, manual signature of an authorized representative of the company.

1.3 ADDENDA TO SPECIFICATIONS:

If any addenda are issued after the initial specifications are released, the City will post and disseminate the addenda through DemandStar. For those projects with separate plans, blue prints, or other materials that cannot be accessed through the internet, the Office of the City Clerk will make good faith effort to ensure that all registered proposers (those who have been registered as receiving a Bid package) receive the documents. It is the responsibility of the vendor prior to the submission of any Bid to check the above website or contact the Office of the City Clerk at (305) 792-1703 to verify any addenda issued. The receipt of all addenda must be acknowledged on the Bid Response Sheet.

1.9 WITHDRAWAL OF BIDS:

Proposers may withdraw Bids only by written request and shall forward the withdrawal request via "Certified U.S. Mail – Return Receipt Requested" prior to the Bid opening time. Negligence on the part of the Proposers in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

1.4 SPECIAL ACCOMMODATIONS:

Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP/RFQ opening because of a disability should call the Office of the City Clerk at (305) 792-1703 at least five (5) days prior to the Pre-Bid Conference or Bid/RFP/RFQ opening. If you are hearing or speech impaired, please contact the Office of the City Clerk by calling the City of Sunny Isles Beach using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

1.10 BID OPENING:

Proposals will be opened publicly at the time and place stated in the Notice to Bidder. It is the responsibility of the proposers to insure that the proposal is submitted on DemandStar.com on or before the closing hour and date stated on the REQUEST FOR PROPOSALS. After the proposal opening, the contents of the Bid Form will be made public for the information of vendors and other interested parties who may be present either in person or by representative. Bids that are received after the Bid opening time will not be considered and will not be returned.

1.5 PUBLIC ENTITY CRIMES STATEMENT:

Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes -"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, sub-Contractor, or

1.11 EVALUATION OF BIDS:

The City, at its sole discretion, reserves the right to inspect any/all Proposers facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposers, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

1.11.1 Hold Harmless: All Proposer's shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in



**CITY OF SUNNY ISLES BEACH**

18070 Collins Ave. | Sunny Isles Beach, FL 33160

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reference to their decisions to reject, award, or not award a Bid, as applicable.

1.11.2 Cancellation: Failure on the part of the Proposers to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.

1.11.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.

**1.12 AGREEMENT:**

After the Bid award, the City will, at its option, prepare an Agreement specifying the terms and conditions resulting from the award of this Bid. The vendor will have ten (10) calendar days after notification of the award by the City to execute the Agreement and provide the required Performance Bond.

The Proposer who has the Contract awarded to them and who fails to execute the Agreement and furnish the Performance Bond and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the Proposers fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond. The performance of the City of Sunny Isles Beach of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the Bid specifications.

**1.13 PAYMENTS:**

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

**1.14 BRAND NAMES:**

If a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.

**1.15 MATERIAL:**

Material(s) delivered to the City under this Bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product(s) to the seller at the seller's expense.

**1.16 SAMPLES:**

Samples of items, when required, must be furnished by the Proposers free of charge to the City. Each individual sample must be labeled with the Proposers name and manufacturer's brand name and delivered by them within ten (10) calendar

days of Proposers receipt of the "Notice to Proceed", unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.

**1.17 QUANTITY GUARANTY:**

No guaranty or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for Bid purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to increase or decrease quantities as required, even significantly. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.

**1.18 GOVERNMENTAL RESTRICTIONS ON MATERIALS:**

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 Bid prior to their delivery, it shall be the responsibility of the successful Proposers to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Sunny Isles Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.

**1.19 SAFETY STANDARDS:**

The Proposers warrant that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (MSDS) when applicable.

**1.20 WARRANTIES:**

Successful Proposers shall act as agent for the City in the follow-up and compliance of all items under Warranty/Guaranty and complete all forms for Warranty/Guarantee coverage under this Contract.

**1.21 COPYRIGHTS/PATENT RIGHTS:**

Proposers warrant that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling of goods shipped or ordered, as a result of this Bid. The proposer/seller agrees to indemnify City from any and all liability, loss, or expense occasioned by any such violation.

**1.22 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):**

The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each firm submitting a proposal on this REQUEST FOR PROPOSALS shall include a copy of the company's local business tax/occupational license(s) with the Bid response. For information specific to City of Sunny Isles Beach local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 792-1705. If the contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.



**1.23**      **LIABILITY, INSURANCE, PERMITS AND LICENSES:**

Proposers shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposers shall be liable for any damages or loss to the City occasioned by negligence of the Proposers (or their agent) or any person the Proposers has designated in the completion of their contract as a result of the Bid. Proposer shall be required to furnish a copy of all licenses, certificates of competency or other licensor requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and City of Sunny Isles Beach Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licensor will be grounds for rejecting the Bid.

**1.24**      **CERTIFICATE(S) OF INSURANCE:**

Proposers shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Bid and section. At the time of Bid submission the Proposers must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the City of Sunny Isles Beach as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposers and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action. The Proposers hereby holds the City harmless and agrees to indemnify City and covenants not to sue the City by virtue of such rescission.

**1.25**      **ASSIGNMENT:**

The Contractor shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the REQUEST FOR PROPOSALS and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the Contractor changes hands subsequent to the award of this contract, Contractor shall promptly notify City in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in ownership or control at least thirty (30) days prior to such change and City shall have the right to terminate the contract upon sixty (60) days written notice, at City's sole discretion.

**1.26**      **HOLD HARMLESS/INDEMNIFICATION:**

The Contractor shall indemnify, hold harmless, and defend the City of Sunny Isles Beach, it's officers, agents and employees from and against any claims, demands or causes of action of

whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the City including without limitation, awarding the Contract to the Contractor.

**1.27**      **NON-CONFORMANCE TO CONTRACT:**

The City of Sunny Isles Beach may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

**1.28**      **DEFAULT PROVISION:**

In case of default by the Proposers, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the Proposers responsible for any excess costs occasioned or incurred thereby.

**1.29**      **SECONDARY/OTHER VENDORS:**

The City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

**1.30**      **DEFINITIONS:**

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

**Acceptance:** Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

**Agreement:** The written Agreement between the City and the Contractor covering the Work to be performed, and the terms and conditions, which includes the Contract Documents.

**Addenda:** Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

**Approved:** Means approved by the City.

**Bid or Proposal:** The offer of the Proposers submitted on the prescribed form setting forth the prices for the Work to be performed.

**Proposers:** Any person, firm or corporation submitting a Bid for Work. As used herein, "Firm", "Proposing Firm", "Vendor" and "Bidder" shall have the same meaning as "Proposers".

**Bonds:** Bid, performance bond and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract



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**Change Order:** Documents and in accordance with the law of the State of Florida.

A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

**City:** City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160.

**Contract Documents:** Contract Documents shall include, Instructions to Proposers, Contractor’s Bid, the Bonds, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, REQUEST FOR PROPOSALS, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the City of Sunny Isles Beach.

**Contract Price:**

**Contract Time:**

**Contracting Officer:** The individual who is authorized to sign the contract documents on behalf of the City’s governing body.

**Contractor:** The person, firm or corporation with whom the City has executed this Agreement. As used herein, “Operator” shall have the same meaning as “Contractor”.

**Day:** A calendar day of twenty-four hours measured from midnight to the next midnight.

**Field Order:** A written order issued by the City which clarifies or interprets the Contract Documents or orders minor changes in the Work.

**Modification:** Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the City, or (d) a written order for minor change or alteration in the Work issued by the City. A modification may only be issued after execution of the Agreement.

**Notice of Award:** The written notice by City to the apparent successful Proposers stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, City will execute and deliver the Agreement to him.

**Samples:** Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

**Statement of Services:** The form furnished by the City which is to be used by the Contractor in requesting progress payments.

**Supplier:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

**Written Notice:** The term “Notice” as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the City under this Contract shall be delivered to the City.

**1.31**

**BID AWARD:**

The City reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the City after the City performs all necessary searches, inquiries, exploration, and analysis of the Bids. The RFP shall be awarded to the highest ranked responsive and responsible Bidder whose Bid best serves the interests of and represents the best value to the City. No Notice of Award will be given until the City has concluded any investigation(s) as they deem necessary to establish the Proposer’s capability to perform the Services as described in this RFP, ITB, RFQ or ITQ, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the City’s established standards, as well as the financial capability of the Proposer to perform the Work in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the Bid of any Proposers on the basis of these queries and investigations and who does not meet the City’s satisfaction, even though the firm may be the lowest dollars and cents Bid. In analyzing Bids, the City will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the City will issue the Notice of Award and give the successful Proposers a Contract for execution within ninety (90) days after opening of Bids. The City specifically reserves the right to award the contract to a proposer who is not necessarily the lowest dollars and cents proposers on the basis of the results of these queries and investigation(s).

**1.32**

**EXECUTION OF AGREEMENT:**

At least two counterparts of the Agreement, the Performance Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Contractor to the City within ten (10) calendar days of receipt of the Notice of Award.



**1.33 LAWS AND REGULATIONS:**

The Contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the Contractor observes that the Specifications are at variance therewith, they will give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, they will bear all costs arising wherefrom.

**1.34 TAXES:**

The City of Sunny Isles Beach is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption No. 23-00-477131-54C appears on each purchase order. Exemption certificates are available upon request.

**1.35 DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:**

In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Contractor shall defend, indemnify and hold harmless the City, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor or his Sub-Contractor, agents, servants or employees. The Contractor will defend, indemnify and hold harmless the City and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that Contractor shall indemnify, defend and hold harmless the City, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor, upon written notice from City shall defend such action or proceeding by counsel satisfactory to City. The indemnification provided above shall obligate Contractor to defend at its own expense or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City, excluding only those which allege that the injuries arose out of the sole negligence of City, which may result from the operations and activities under this Contract whether the Work be performed by Contractor, its Sub-Contractors, or by anyone directly or indirectly employed by either.

**1.36 DECISIONS ON DISAGREEMENTS:**

The City will be the initial interpreter of the Technical Specifications.

**1.37 CITY MAY TERMINATE:**

Default. The occurrence of any one or more of the following events shall constitute a default by Tenant under the Lease:

Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies provided in this Section or otherwise available at law or in equity.

**1.38 MISCELLANEOUS:**

Proposers acknowledge the following miscellaneous conditions:

**1.38.1** Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

**1.38.2** The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project.

**1.38.3** The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and those in the Special Conditions and the rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

**1.38.4** Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

**1.39 WAIVER OF JURY TRIAL:**

City and Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

**1.40 GOVERNING LAW:**

The Contract shall be construed in accordance with and governed by the law of the State of Florida.

**1.41 VENUE:**

Venue of any action to enforce the Contract Documents shall be in Miami-Dade County, Florida.

**1.42 ARBITRATION:**

It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedures, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida. All costs of arbitration and attorneys' fees incurred by the parties shall be paid by the non-





prevailing party or, if neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys' fees as may be determined by the court on confirmation.

**1.43 PROJECT RECORDS:**

City shall have right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to the Project. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three years following final completion of the Project. During the Project and the three year period following final completion of the Project, Contractor shall provide City access to its books and records upon five days written notice.

**1.44 SEVERABILITY:**

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**1.45 INDEPENDENT CONTRACTOR:**

The Contractor is an independent Contractor under the Contract. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

**1.46 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**

Pursuant to Florida Statutes Section 287.135, and subject to limited exceptions contained therein, a company is ineligible to,

and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the company submitted a false certification, or at the time of bidding, submitting a proposal for, or entering into or renewing a contract, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Florida Statute Section 215.473, or is or has been engaged in business operations in Cuba or Syria, after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel.

Contractors must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**1.47 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

**End of Section**



## SECTION 2 SPECIAL TERMS AND CONDITIONS

### 2.1 PURPOSE OF REQUEST:

The City of Sunny Isles Beach, Florida, (the “City”) a municipality located in Miami-Dade County, Florida, seeks to establish a contract with a State of Florida-qualified financial institution (herein, “bank”, “firm” “proposer”) to provide full banking services for the City of Sunny Isles Beach, in conjunction with the City’s needs. The objectives are to obtain the best banking services while minimizing costs to the City, maximizing earnings, and avoiding unreasonable risks in full accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The City will not review a proposal that submits the banking services and merchant services as separate contracts nor sign contracts with separate entities for required banking services.

The Proposer must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient services to the City. The City reserves the right before recommending any award to inspect the facilities, organization, and financial condition, or take any other action necessary to determine the financial institution’s ability to perform, in accordance with these specifications, terms and conditions.

### 2.2 VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held on **WEDNESDAY, JUNE 26, 2024 AT 11:00 AM** at virtually via Zoom, to discuss the special conditions and specifications included within this solicitation. It is strongly recommended that Firms interested in proposing to this RFP attend the meeting as a tool to be successful in responding to the City’s solicitation.

Zoom invite: <https://us02web.zoom.us/j/82683511394>

### 2.3 MINIMUM QUALIFICATION REQUIREMENTS (MQRs)

1. Please read the MQRs to ensure the Firm meets these requirements prior to submitting a response to this RFP.
2. All Minimum Qualification Requirements (MQRs) must be submitted with Firm’s response.
3. Firms that do not comply with MQRs may be determined non-responsive and disqualified.
4. Awarded firm will be required to maintain Minimum Qualification Requirement a and b during the term of the Contract and any Contract renewals.
  - a. The **Proposer** shall hold the proper license/qualifications to perform the Scope of Work set forth within this solicitation to including but not limited to the following:
    - Federal or State of Florida Charter Bank;



- Certified as a “Qualified Public Depository” under Chapter 280 Florida Statutes, “Security for Public Deposits”;
- Member of FDIC; and
- Member of Federal Reserve System.

The **Proposer must** provide a copy of the applicable license(s) or status with Firm’s response.

- The **Proposer** shall have a branch bank located in Sunny Isles Beach. Be a Federal or Florida chartered bank with a principal Branch office located **within a ten (10) mile radius of the city of Sunny Isles Beach, Florida, from the zip code 33160.** Preference may be given to proposing banks with a principal Branch office within the city limits of Sunny Isles, Beach.
- The **Proposer** must have received an unqualified opinion in its audited financial report for each of the last two (2) years.  
Proposer **must** provide a copy of the opinion with Firm’s response.
- The **Proposer** must have at least **five (5) years’ experience** having provided the scope of services as outlined in the RFP and provide details of this experience. The City will review the bank’s incorporation date filed on Sunbiz.org by month and year. As of the submittal due date is the period of time counted for the five-year experience.
- The **Proposer** shall provide **reference letters for five (5) verifiable** clients with a minimum of **three (3) municipalities/local governments,** for projects of similar scope as outlined in this RFP. Please ensure the contact information provided is up to date and accessible. Proposer must complete the Questionnaire Form # 22 to meet this requirement.
- The **Proposer** must submit most recent audited financial statements to substantiate the financial stability of the Proposer. Please note, financial statements are exempt from public records request.

From this report, please indicate its effective date and amount of capital and surplus for your institution.

Capital \$ \_\_\_\_\_

Surplus \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Date: \_\_\_\_\_

## 2.4 **TERM OF CONTRACT**

This contract will commence on the first calendar day of the month succeeding approval of the contract by the City Commission, or designee, unless otherwise stipulated in the agreement; and contingent upon the completion and submittal of all required proposal documents. The projected start date is no later than October 1, 2024, after commission approval and, if necessary, including the 90-day transition period. The contract shall remain in effect for an initial term of five (5) years,

provided that the services rendered by the successful Proposer during the contract period are satisfactory.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The successful Proposer shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

#### **2.4.1 OPTIONS TO RENEW**

Prior to, or upon completion, of that initial term, the City shall have the option at its sole discretion to renew this contract for an additional five (5) year period. This could result in a ten (10) year agreement. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index for "All Urban Consumers for Miami-Fort Lauderdale, FL" as published by the U.S. Department of Labor Statistics for the twelve (12) months ending September of each year to be effective for the next contract period.

It is the successful Proposer's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The successful Proposer's adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the successful Proposer, the City will assume that the Proposer has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The City reserves the right to reject any price adjustments submitted by the successful Proposer and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the bank. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

Should the successful bank decline the City's right to exercise the option period, the City may consider the bank in default which may affect that bank's eligibility for future contracts.

#### **2.5 METHOD OF AWARD**

The City anticipates entering into an agreement with the proposer(s) who will be the most responsive, responsible proposer whose proposal is determined to be the most advantageous to

the City and in accordance with the criteria established in the RFP. The proposal must provide clear and concise information of the Proposer's capability to satisfy the requirements of the RFP. If, in the opinion of the City, the awarded firm is deemed non-satisfactory to the city's requirements and performance specifications, as described herein, the City reserves the right to terminate the contract per the termination of contract provisions. In addition, the city reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.

See section 4 of this solicitation.

## **2.6 PRICE**

The prices proposed by the selected vendor shall remain fixed and firm during the term of the contract. The awarded proposer agrees to keep this offer open for acceptance for One Hundred Twenty Days (120) after the date of opening the proposals. Proposer must use Attachment A- Cost Proposal.

## **2.7 FINANCIAL INSTITUTION FIDELITY BOND**

A Financial Institution Fidelity Bond for employee dishonesty on a Blanket Basis will be required upon execution of the contract by the successful firm and City of Sunny Isles Beach. The bond shall be endorsed to cover "Third Party" liability including a third-party beneficiary clause in favor of the City of Sunny Isles Beach. The bond shall include a minimum of twelve (12) month Discovery Period when written on a Loss Sustained Basis.

## **2.8 INSURANCE**

Upon City's notification, the Firm shall furnish to the City Manager or his designee, Certificates of Insurance that indicate that insurance coverage has been obtained, which meet the requirements as outlined below:

### **2.8.1 Comprehensive General Liability Insurance**

Firm shall be required to purchase, maintain, and keep in full force, effect, and good standing, Comprehensive General Liability with primary limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate during the initial and any renewal term of this Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and Ongoing Completed Operations – on a primary and non-contributory basis including waiver of subrogation on behalf of the City of Sunny Isles Beach.
- Independent Contractors
- Broad Form Property Damage
- Broad Form Contractual Coverage applicable to this specific Contract, including

any hold

- Harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

### **2.8.2 Umbrella Insurance (Follow-form)**

Firm shall be required to purchase, maintain, and keep in full force, effect, and good standing, Umbrella Liability Insurance above the primary commercial general liability, automobile liability, and employers' liability policies required herein. The limit shall not be less than One Million Dollars (\$1,000,000.00) each occurrence and annual aggregate per occurrence during the initial and any renewal term of this Agreement.

### **2.8.3 Worker's Compensation Insurance**

Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000.00) per accident. Firm agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

### **2.8.4 Business Automobile Liability**

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- Employers' Non-City ship.

Before starting the Work, the Firm will file and make sure that all certificates of insurance required by this document and by the Contract are in the City's possession. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City by certified mail. The City shall be named as an additional insured on the above-referenced policies.

The Firm agrees that if any part of the Work under the Contract is sublet, they will require the Sub-Contractor(s) to carry insurance as required, and that they will require the Sub-Contractor(s) to furnish to them insurance certificates similar to those required by the City in this section.

### **2.8.5 Information Security/Cyber Liability Insurance**

Information Security/Cyber Liability Insurance with a minimum of \$2,000,000 per occurrence written on a Claims-Made basis covering City, its employees, subcontractors, and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

Information Security/Cyber Liability Insurance shall include Internet Media Liability including cloud computing and mobile devices for protection of private or confidential information whether electronic or non-electronic, network security and privacy, privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses and notification and credit monitoring expenses.

### **2.8.6 Professional Liability / Errors and Omissions Coverage**

Professional Liability Insurance at a minimum of \$1,000,000 per occurrence and in aggregate. Coverage shall include all claims arising from the Contractor's operations or premises, any person directly or indirectly employed by the firm, and the Firm's obligations under indemnification under this contract.

The Firm acknowledges that the City is relying on its competence to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to the Firm's negligent errors or omissions, the Firm shall promptly rectify them and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions at no cost to the City.

### **2.8.7 Cancellation and Re-Insurance:**

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Sunny Isles Beach – Purchasing Division  
Purchasing Manager  
18070 Collins Avenue  
Sunny Isles Beach, Florida 33160  
[purchasing@sibfl.net](mailto:purchasing@sibfl.net)

If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this contract, the Contractor shall notify the City of Sunny Isles Beach immediately and the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract. All deductibles must be declared by the Contractor and must be approved by the



City. At the option of the City, either the Contractor shall eliminate or reduce such deductible or the Contractor shall procure a Bond, in a form satisfactory to the City, covering the same.

**NOTE: THE CITY OF SUNNY ISLES BEACH, CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE. THE CITY OF SUNNY ISLES BEACH MUST BE SHOWN AS AN ADDITIONAL INSURED WITH RESPECT TO THIS COVERAGE.**

The successful Proposer shall comply with all federal, state, and local ordinances, regulations, and rules as well as any other laws that would apply to the proposed project. The Proposer's costs associated with regulatory requirements shall be included in the project cost whether depicted specifically or not within the body of the proposal.

## **2.9 E-VERIFY**

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Sunny Isles Beach are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

## **2.10 PUBLIC RECORDS LAW**

**IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF SUNNY ISLES BEACH 18070 COLLINS AVENUE, SUNNY ISLES BEACH, FL 33160. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT (305) 792-1703 OR VIA EMAIL AT [MBetancur@sibfl.net](mailto:MBetancur@sibfl.net).**

END OF SECTION





**SECTION 3**

**SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS**

**3.1 BACKGROUND**

The City of Sunny Isles Beach is located on a barrier island in the northeast corner of Miami-Dade County, bounded by the Atlantic Ocean on the east and the Intracoastal Waterway on the west. The City has experienced a major redevelopment renaissance on the east side of Collins Avenue, the main thoroughfare. To the west of Collins Avenue, the City is building parks, improving the infrastructure, and laying the groundwork for future redevelopment. The City has a diverse population of approximately 23,000 residents and almost one million vacationers visit Sunny Isles Beach annually.

**3.2 SCOPE OF SERVICES**

The purpose of this Request for Proposal is to contract with a single bank that can offer the highest quality of service at the lowest cost to the taxpayers. There are several services which are required as part of this RFP. All services must be included in the proposal for it to be considered. It is the intent of the City to select one financial institution to provide full banking services for all City funds. The list below is a general overview and may not be all inclusive of the City’s banking services required. In addition, where applicable, the City has indicated new or additional services it will consider.

The City currently has nine (9) merchant accounts with TD Bank.

**General Overview of Banking Services**

Operating Account	Automated Clearing House (ACH)
Accounts Payable Account (ZBA)	Wire / Funds Transfers
Payroll Account (ZBA)	Information Reporting
Merchant Services Account (ZBA)	Account Reconciliation
Money Market Account	Return Items
Online Banking/Treasury Management	Positive Pay
Online Retrieval of Check and Deposit Images	Remote Deposit Capture
Business credit cards	Electronic vendor payments (e-payables)

## A. Detailed Requirements

### 1. Online Account Access

The bank shall provide a secure, web-based solution that will allow the City online access to all City bank accounts. The system will enable the City user to communicate with the bank, download and archive information, provide daily reporting, facilitate viewing and printing of the front and back of cleared checks, deposit slips, individual deposit items, etc., execute online stop payments, perform wire transfers, and access detailed ACH information. Preferably, all activities should be done on one central online website. If not, please submit a list of the different online sites they use for each service type (i.e., fraud control, online treasury, ACH control, deposits, etc.) The City currently utilizes an internet-based treasury management system to view and print daily balances and detailed transactions for its accounts. The City wishes to continue utilizing this type of treasury management system. The treasury management system will also allow for user security levels to be set up by a system administrator to access its features.

The bank must have the ability to provide the City with access to online balance and account activity reporting with the following minimum prior day and current day information:

- a. Closing ledger balance
- b. Collected balance
- c. One (1) day float
- d. Two (2) days float
- e. Total credits
- f. Number of credits
- g. Total debits
- h. Number of debits
- i. Opening ledger balance
- j. Opening available balance
- k. Current available balance

Individual activity amounts and descriptions to include, but not limited to, the following:

- i. Deposits
- ii. Wire transfers (incoming and outgoing)
- iii. ACH transfers (incoming and outgoing)
- iv. Internal Bank account transfers
- v. Other bank credits and charges
- vi. Individual check amounts paid along with corresponding check numbers and date cleared.

## 2. Other

- a. The City has Edmunds & Associates MCSJ financial systems management software package. The successful bank shall demonstrate past experience with integrating with the Edmunds system or a comparable system in the following ways:
  - i. Electronic processing of Positive Pay files
  - ii. Electronic processing of check reconciliation files
  - iii. Export and import of ACH electronic payment files
- b. The demonstrated experience must include accepted Edmunds MCSJ accepted file layouts, statement showing banking systems accept standard Edmunds exports, and listing of previous customers using banking services with Edmunds MCSJ system or a comparable system in each instance.

## B. Bank Accounts

The City currently maintains one operating account (depository), a secondary merchant account, one money market account and two (2) zero balance (ZBA) accounts.

### 1. Operating Account

- a. This account is used for check and cash deposits and other activity to include, but not limited to, incoming and outgoing wire transfers, incoming and outgoing ACH transactions, and other electronic credits and debits. It's also used for any return item charge backs. This is the main account to which the zero balance accounts are linked.
- b. The proposer will provide the interest rate offer for this account as well as discuss any other options to gain a higher yield with limitations governing those options such as maximum monthly withdrawals, minimum balances to be maintained, etc.
- c. The proposer will describe its process for FDIC charges and whether the proposer plans on passing these fees to the City.

### 2. Secondary account – Merchant

This account is used for credit card deposits only. The City currently has nine (9) merchant accounts all held with TD Bank.

### 3. Money Market Account

This account is used for a small percentage of deposits of excess cash, and it is an interest-bearing account. The proposer will advise of the money market interest rate and any additional options to maximize interest earnings.

4. Zero balance account – Accounts Payable

This account is used solely for all check payments to vendors. The funds are swept into or out of this account to or from the Operating account.

5. Zero balance account – Payroll

This account is used solely to process payroll disbursements to employees. The funds are swept into or out of this account to or from the Operating account.

The City reserves the right to open additional accounts during the contract period. Proposers must indicate documents required to open a new account.

**C. Availability of Funds**

The Awarded Bank agrees to credit the City's Operating Account for Incoming EFT's the same day regardless of the time of receipt during the day.

**D. Deposit Processing and Remote Deposit Capture**

1. The bank will provide the ability to deposit checks using remote deposit capture. A check scanner and appropriate software will be provided to the City to digitally capture the check images for deposit. The deposit will be balanced, and an electronic deposit slip created. The file would then be transmitted to the bank through a secure website for posting to the City's operating account. Proposer shall describe its remote deposit capture services to include related costs to the City.
2. The Proposer will specify the requirements for depositing checks and currency along with its availability schedule for deposited items: cash, in-state checks, out-of-state checks, foreign checks, etc. The bank will allow deposits with an attached breakdown of individual checks rather than itemizing each check on the deposit slip.

**E. Foreign Check Deposits**

The City receives Canadian and other foreign checks for payment of building permits and other services. Canadian and foreign checks will be deposited in U.S. dollars on the day of deposit. A foreign exchange adjustment will not be permitted.

**F. Cashing Petty Cash Checks**

The bank will cash petty cash checks at no charge to the City or employee cashing the check. The bank will require that the employee present a current City issued identification card to cash petty cash checks.

#### **G. Information Reporting**

1. The Proposer shall describe the types of information reporting their internet-based treasury management system provides (i.e. cash balances, ACH debits and credits, wire transfers, reconciliation, positive pay decisions, stop payments, account activity, etc.).
2. The Proposer will provide details regarding how far back data is warehoused, how many business days the data is stored in the reporting system and available for the City to access for the types of data listed above.
3. The Proposer will provide a sample of their daily online reporting format.

#### **H. Bank Account Statements and Reconciliation**

1. Bank statements for all City accounts will be provided monthly at the end of each calendar month. Statements shall be delivered no later than seven (7) banking days after the end of each calendar month, preferably in an electronic format. Statements will contain images of the front and back of the cleared checks, sorted by check number. All the information shown in the statement will be accessible through an internet-based treasury management system and be able to be downloaded into an Excel or csv format. In addition, the City requires that cancelled check images (front and back) be provided on CD-ROM in a searchable format.
2. The City requires the bank to provide a full account reconciliation program for the Accounts Payable account. The information provided should include the check number, amount of the check, and date the check was paid. This information should be available immediately at the month-end in excel or text file format.
3. Debit and credit advices are to be issued for deposit discrepancies within 24 hours of deposit.

#### **I. Overdraft**

If the total amount of checks and/or other payments exceeds the available balance of the Operating Account or any other non-linked City account, the Proposer agrees to pay all checks presented for payment. The Proposer will notify the Finance Director or City Manager immediately so that corrective action may be taken. Proposers must provide information regarding overdraft protection as well as any assessment of fees.

#### **J. Stop Payments**

1. The bank agrees to accept stop payment orders online utilizing an internet-based treasury management system. If the respective check is unpaid, the bank will provide online confirmation of the stop payment order as well as follow up with written confirmation. The Bank shall be responsible for any item cashed if the item was confirmed as a stop payment as of a specific date and is subsequently cashed by the

bank.

2. A cancellation of a stop payment order will be handled in the same manner.
3. Proposers will indicate to the City in their proposals the period in which a stop payment order remains in effect.
4. Each Proposer will also indicate whether a cost-effective electronic online process is available for stop payment orders.

**K. Deposit Returned Items**

All returned checks due to insufficient funds or other reasons will **NOT** be automatically re-deposited a second time. Instead, these checks will be returned to the City's Finance Department. The bank will provide the ability to access online return checks for the Operating account to include an image of the check returned. The bank will also provide the ability to retrieve a history of returned items.

**L. Wire Transfers**

The bank will provide the City same day wire transfer service for outgoing transfers and accept incoming transfers into the account for immediate credit. The City transfers money via wire transfer using both repetitive and non-repetitive wires. Both repetitive and non-repetitive wire transfers will be done utilizing an internet-based treasury management system. The Proposer will provide its cut-off deadline for same day outgoing wire transfers.

**M. ACH Files/Transfers**

1. The bank will provide the City the ability to receive and send Automated Clearing House (ACH) transfers / files utilizing an internet-based treasury management system. The Proposer will provide the timeline for ACH transfers, including deadlines, timing of receiving deposits and withdrawals from disbursement accounts using the ACH system.
2. Payroll Direct Deposit - The City is on a bi-weekly payroll basis, covering an average of 300 employees every other Friday. The net payroll amounts to approximately \$850,000 (\$650,000 net payroll / \$200,000 tax liability). Currently, all employees have direct deposit; however, there may be an occasional check issued to an employee in lieu of or in addition to a direct deposit. The Proposer will provide details of how their bank administers a direct deposit payroll program, including, but not limited to:
  - a. Procedures for receiving electronic payroll, including transmission deadlines for direct deposit ACH files and description of when funds are debited from the City's account.
  - b. Details on how to handle a void and reversal of an individual direct deposit item.

- c. Details on whether it is possible to reverse or cancel an ACH file and the appropriate procedures that apply.

3. Electronic Vendor Payments - The City wishes to implement electronic payments to its vendors for their outstanding invoices. The Proposer shall include a description of the system and bank's process used to accommodate this feature, provide an implementation plan to assist the City, provide the associated costs, indicating any requirements and initial and ongoing marketing efforts provided by the bank to encourage sign up by vendors.

**N. Banking Supplies**

The bank will provide all necessary banking supplies, including but not limited to, tamper-proof disposal style deposit bags, deposit slips (two-part carbonless), deposit stamps, coin wrappers and envelopes at no charge to the City. If the bank is unable to provide these items free of charge, a list of any fees assessed for these items must be included in the proposal. The City reserves the right to obtain supplies from a vendor other than the depository bank if supplies are not provided as needed in a timely manner.

**O. Bank Collateralization of City Funds**

Deposits are to be collateralized as required by Chapter 280, Florida State Statutes. Each proposing bank shall provide their specific collateralization guidelines, if they vary from the statutory requirements or require additional explanation.

**P. Disaster Recovery**

The bank shall provide information regarding their disaster recovery plan including a specific plan related to serving the City in the event of disaster. A contact name and phone number are to be provided for service 24 hours a day and 7 days a week.

**Q. Positive Pay**

The bank will provide Positive Pay to ensure the City's protection and security against fraud and theft. The City will transmit check files bi-weekly on Wednesdays for payroll disbursements and weekly on Fridays, or more frequently, if necessary, for accounts payable disbursements. The bank shall have the capability to accept an uploaded file from the City's accounting system as well as manual entries into the Positive Pay software for checks issued during interim periods. The Proposer shall provide details of the bank's process as it relates to this system and discuss alternative procedures should the City be unable to transmit the file electronically (i.e. during a disaster). The bank will contact the City via phone or email if the City has not provided instruction to pay or return a check prior to the Positive Pay cut-off deadline. The file that is sent to the bank includes the check date, check number, payee and amount.

**R. Credit Cards Processing**

The City currently has TD Bank as its merchant processor. Please provide any relevant information on these services.

**S. Armored Car Service**

1. The bank will provide services necessary for the City to utilize an Armored Courier Service for pick-up of the City's deposits for same day deposit. Pick-up will be daily at one location within the City, as follows:

City Hall, Finance Department, 4<sup>th</sup> Floor, 18070 Collins Avenue – Deposits from this location are to be picked up for same day credit on select days in which the City is open for business. Frequency of pick-ups has not been determined yet. Proposer shall provide the latest time each day deposits can be picked up for same day credit and the fee structure based upon every day, every other day and intermittent frequencies.

2. Each and every deposit pick-up will be receipted for by signature in a City maintained logbook.
3. The armored courier service company will service the pick-up location and keep current photo identification and signature samples of each and every person assigned to pick up such deposits from the designated City location. This provided documentation will be relied upon by the City for turnover of such deposits.
4. The Proposer must state in the proposal if there are additional charges assessed to the City for deposits greater than a certain dollar amount.
5. A credit will be applied to the City's charges on the analysis statement in the event that the courier fails to pick up at the designated time and location.

**T. Emergency Services and Cash**

1. The bank shall be prepared to deliver banking services within twenty-four (24) hours of a disaster event (hurricane, tornado, wildfire, flood, etc.). The bank shall provide information regarding their disaster recovery plan, including specific plans related to servicing the City, in the event of a disaster. The bank shall provide a listing to the City semi-annually of bank contact names, phone numbers, and physical location to be available to assist in the event of an emergency.
2. The City may request a large amount of cash in the event of an emergency. Requests for such funds are generally given within 48 hours' notice but could be given as late as 24 hours' notice.

**U. Business Credit Cards**

The City uses business credit cards for everyday purchases. There are currently five (5) active



credit card accounts assigned to departments. Proposer shall submit a description of the credit card programs it offers along with the respective program stipulations, any card incentives/rebates (i.e. rewards program, etc.) and any other card programs it offers along with the minimum spend requirements for these card programs provided.

#### **V. Costs of Account Maintenance**

The City will pay for banking services using an **Account Analysis** calculation, whereby the bank will bill for the quantity of services provided multiplied by a specific unit cost less an **Earnings Credit**. The bank will provide the City with a monthly account analysis statement for each account detailing activity volume versus associated unit costs, cost extensions and a summary analysis for all accounts combined.

1. Proposer shall provide a sample monthly analysis statement based upon the City's Bank statement and Account Analysis statement for the most recent month. See ATTACHMENT B and ATTACHMENT C. The sample account analysis should include, at a minimum:
  - a. Description of Service
  - b. Target Average Collected Balance – minimum target daily balance which produces a monthly earnings credit sufficient to pay/offset monthly bank service fees.
  - c. Earnings Credit Rate – the proposer will identify the index used. This rate should be fixed for the contract term.
  - d. Monthly Earnings Credit
  - e. Net Service Charge – total bank service fees less the Earnings credit
  - f. Interest earnings rate on excess balances over minimum target balance

#### **W. Fee Structure**

Proposer is to complete ATTACHMENT A to include a comprehensive list of all fees associated with the services being requested in this Request for Proposal (RFP). All per item charges will remain fixed for the life of the contract and all optional renewal periods. However, in the event that any customer of the Bank, having comparable deposits and transaction volumes, negotiates a lower fee structure for these requested services or similar services, the Bank shall notify the Finance Director within thirty (30) days and shall extend the lower negotiated rate to the City retroactively to the first date the lower rate was offered to another customer. Should the Bank fail to provide the City the lower negotiated rate within ninety (90) days, the Bank shall be required to reimburse the City the difference between the amount the City was charged under its original contract and the amount the City would have been charged under the lower negotiated rate.

**X. Confirmations**

The bank must agree to respond to audit confirmations and requests for data, at no charge, as needed from the Finance Department or its auditors. Proposer will provide a name and address for the audit confirmation letter.

**Y. Continuous Service**

The bank will maintain sufficient staff to support the City's requirements on a continuing basis without interruption of service. Severe or repeated breakdowns of service for this reason will be cause for termination of the contract. The City requires that the bank designate one of its cash management services personnel who will act as liaison with the City for matters regarding its accounts.

**Z. Audit and Inspection of Records**

1. The bank shall permit the authorized representatives of the City to inspect and audit all data and records of the bank, if any, relating to the performance under the contract. Such data and records shall be preserved by the bank as required by applicable regulatory bodies.
2. In addition, the City will be provided with information in order to access electronic quarterly and annual financial reports which indicate the financial soundness of the institution.

**AA. Transition Plan**

Proposer shall describe their conversion plan to transfer assets of the City to their bank. Include information regarding lead time necessary before the contracts can be implemented and include plan details for educating and training City employees in the use of the bank's systems. Proposer shall provide a timeline schedule for full implementation, of which, should be at no cost to the City.

**BB. Employee Benefits**

1. The bank will cash payroll checks for City employees at no cost whether they have an account with the bank or with another financial institution.
2. Proposer shall describe incentives it would provide to City employees who have accounts with their bank and/or participate in payroll direct deposit or who wish to open a new account with their bank (i.e. free checking) and other programs offered that may be beneficial to City employees.

**CC. Service Enhancements**

Proposer shall describe and provide any new financial services that may be considered for further improving the effectiveness of the City's treasury management operations that are

not otherwise addressed herein and include related Costs to the City.

**END OF SECTION**

## Section 4 EVALUATION PROCESS

### 4.1 Review of Proposals For Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the solicitation. A responsive proposal is one which follows the requirements of this solicitation: that includes all documentation, submitted in the format outlined in this solicitation, of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive. The city reserves the right to request additional information. The Proposer must also be prepared to submit on the City’s request, within (3) three calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

### 4.2 Qualifications Criteria

The recommendation(s) for award shall be made to the City Commission, by the City Manager, to the responsible responsive Proposer(s) whose proposal is highest rated by the Evaluation Committee.

ITEM #	EVALUATION CRITERIA MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criterion has no points. If your Firm does not provide all the required MQRs information, your Firm’s proposal will not be reviewed/evaluated, and your Firm’s submission will be disqualified.	MAXIMUM POTENTIAL POINTS
MINIMUM QUALIFICATION REQUIREMENTS SECTION 2.3		PASS OR FAIL
1.	<b>PERSONNEL EXPERIENCE AND QUALIFICATIONS:</b> <ul style="list-style-type: none"> <li>Banking Experience and Financial Stability.</li> <li>Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.</li> <li>Provide relevant experience and qualifications of key personnel (i.e. designated representative, project manager, etc.), including key personnel of subcontractors, that will be assigned to the City’s accounts and experience and qualifications of subcontractors, if applicable.</li> </ul>	20
2.	<b>PROJECT APPROACH:</b> <ul style="list-style-type: none"> <li>Bank’s ability to provide the type and quality of services requested.</li> <li>State of the Art Technology – On-line Services/Information Reporting Capabilities.</li> <li>Transition Plan - Approach and Methodology from contract commencement to full implementation.</li> <li>Management Policies and Customer Service Structure.</li> <li>Submit any additional information that would assist the City in the</li> </ul>	30

	evaluation on your proposal. <ul style="list-style-type: none"> <li>• Overall organization to completing the project.</li> <li>• Ability to meet desired timelines and deadlines.</li> <li>• Sensitive Data protection support</li> </ul>	
3.	<b>REFERENCES:</b> References are required as a component of due diligence to determine the capability of the proposing Firm to be able to perform the required services.	20
4.	<b>PRICING AND FEES (TO BE COMPLETED IN ATTACHMENT A):</b> Pricing, Fees and Interest Earnings/Earnings Credit Rate.	30
	<b>TOTAL POINTS</b>	<b>100</b>

**4.3 PRESENTATIONS:**

The Evaluation Committee may select proposers to conduct oral presentations. Oral presentations may be scheduled with the Firm(s) as requested by the Evaluation Committee. The oral presentations are exempted from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

**4.4 Negotiations**

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer’s best terms from a monetary and technical standpoint.

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager’s or designee’s discretion, begin negotiations with the next lowest responsible and responsive proposer. This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

- a) Two years of its most recent certified business financial statements as of a date not earlier than the end of the Proposer’s preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

#### **4.5 PRICE EVALUATION**

The price proposal should include all components of specifications provided. It shall be evaluated subjectively in combination with the qualifications provided, including an evaluation of how well it matches Proposer's understanding of the City's needs described in this solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

**END OF SECTION**

## SECTION 5 PROPOSAL FORMAT

### 5.0 ELECTRONIC PDF PROPOSAL FORMAT

The Proposal must contain an original signature. Be sure that the individual signing the Proposal is authorized to commit the Proposer's organization to the Proposal as submitted. Each page of the Proposal should state the name of the Proposer, the RFP number, and the page number. The City reserves the right to request additional data or material to support Proposals. All material submitted in response to the RFP will become the property of the City. The City retains the right to request any additional information pertaining to the Proposer's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

#### LABEL EACH SECTION AS NUMBERED

The proposal **must** be in the following format.

#### 1. Minimum Qualification Requirements (MQRs)

Firms must read the MQRs first to ensure your firm meets these requirements in order to provide a response to this RFP. Firms that do not meet all the MQRs stated will be determined non-responsive and disqualified from the evaluation process and will not be considered. Proposer must provide all MQRs as requested, in addition to the information requested below.

#### 2. Transmittal Letter

A letter of transmittal, signed by an authorized officer of your company, briefly stating the Proposer's understanding of the services to be performed and a positive commitment to perform the services described herein. Provide the name(s) of the person(s) who will be authorized to make representations for the Proposer, their titles, office and E-mail addresses and telephone numbers.

#### 3. Company Information

In response to this Proposal, all Proposers must provide the following:

- Name of Financial Institution (including any "Doing Business As" names)
- Headquarters and local Branch Locations
- Internet Web Site Address (if any)
- Details of Entity Business Structure (Corporation, Partnership, LLC)
- Date Founded
- Headquarters address and telephone number, and local branch address and phone number
- Proof of insurance
- Indication of how long it would take to implement service after authorized to begin
- List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract

- Financial Stability of the Bank along with audited financial statements

4. **Personnel Experience and Qualifications**

Provide an explanation of why the Proposer is the best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFP. The proposal should give a description of the firm, including the size, range of activities, etc. and emphasize how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project.

Include organizational chart with local, district, and corporate levels for Proposer. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, resource management, accountability, and decision-making authority. Describe the designated team representatives who are technically competent to assist the College in all activities associated with the service and maintenance of this account.

The composition of the team should include:

- The names of the employees in the area responsible for this contract
- Their function in the company
- The name of the person who will be responsible for the coordination of work through to implementation.

5. **Approach / Methodology**

Proposers approach methodology to providing the services requested in this solicitation, including but not limited to:

- Clearly describe the ability to perform the scope of services proposed including a work plan, an explanation of methodology to be followed to perform the services required of this proposal
- Management Policies and Customer Service Structure
- Overall organization to completing the project
- Ability to meet desired timelines and deadlines

Submit any additional information that would assist the City in the evaluation on your proposal.

6. **Pricing and Fees**

Provide a schedule of proposed services and fees including earnings credit rate and, if applicable, interest rate on excess balances (amount that exceeds target minimum balance that produces a monthly earnings credit sufficient to pay/offset all service fees each month).

The Proposer must complete ATTACHMENT A and submit it with their proposal.

Each firm shall submit in their price proposal and any pricing conditions or contingencies must be clearly stated.



7. **References**  
The Proposer shall provide reference letters for five (5) verifiable clients with a minimum of three (3) municipalities/local governments, for projects of similar scope as outlined in this RFP. Please ensure the contact information provided is up to date and accessible. Proposer must complete the Questionnaire Form # 22 to meet requirement.
8. **Contract Forms**  
All completed contract forms.
9. **Questionnaire Form**  
Must complete form.
10. **Exceptions**  
List any exceptions to be taken to the scope and/or Terms and Conditions within this RFP.

**END OF SECTION**



## PROPOSAL QUESTIONNAIRE FORM

Any questions that are not applicable Proposer to identify with a response of N/A (not applicable) Please provide answers to questions below as an attachment if it cannot fit on this page.

Name of person completing questionnaire:  
Title:

1. Type of Bank (Federal or State Charter): \_\_\_\_\_

2. Is your Bank a member of NACHA? Yes No

3. Deposits Federally insured up to \_\_\_\_\_.

4. Is your bank an Equal Opportunity Lender? Yes No

5. Authorized Florida Qualified Public Depository? Yes No

6. Please describe in detail your ability to provide remote deposit capture services. Include all benefits, processing procedures, deadlines, return items, safekeeping and destruction guidelines and indemnification. (costs to be identified on the proposal form)

Address the liability for illegible images.

7. How will the Proposer return validated deposit receipts to the City for night deposits?

In what time frame?

8. What is the Proposer's notification and adjustment process for counterfeit bills and fraudulent checks?

9. Safekeeping Services

The Proposer may be required to act as custodian of the City's investment securities. For safekeeping purposes, the Proposer would be required to evidence custody by providing an original non-negotiable safekeeping receipt.

How would the City be compensated for a failed security due to the Proposer's actions as it relates to Safekeeping Services as fully detailed in the Scope of Services?

10. The Proposer will furnish the City an Availability of Funds Schedule for the clearing of deposits. The schedule shall contain the latest time of the day for deposits to incur the least number of days for clearing each of the following deposit items: Please provide the availability of funds schedule for clearing of deposits.

Checks drawn on:

A. The Selected Bank (on-us items) \_\_\_\_\_

B. Local (Palm Beach County) Checks \_\_\_\_\_

C. State Checks \_\_\_\_\_



D. U.S. Governmental Checks

E. Interstate Checks

F. Do you provide for fractional availability?

If YES, provide explanation

G. Credit card deposits.

11. Electronic Funds Transfer: Describe the services you provide for the payment to vendors through the Automated Clearinghouse by means of electronic funds transfer. (If additional space is required, please include as an appendix to your proposal.) Include a description of the services you are able to provide in implementing an ACH program.

12. Direct Payroll Deposit:

Provide details of how your bank administers Direct Payroll Deposit Programs.

Is there a limitation as to participating financial institutions?

In what form and timeframe would you need the information regarding the City's employees and their respective account numbers, payroll amounts, and identification numbers?

Provide details on how voiding and reversal of individual direct deposit ACH items are handled. Indicate if it is possible to reverse or cancel an ACH file, and the appropriate procedures and rules applicable.

13. Lockbox Service: Provide detail process of lockbox service.

14. Other Innovations: Propose any new financial services, plans or practices deemed to be in the best interest of the City not otherwise addressed in this proposal. Any fees for these services to be included in the Fee Proposal section "Future Services".

15. Business Operations- Banking Services Only

A. What is the largest volume of paid items your bank processes in one month for a single commercial account?

B. What is the largest volume of deposit items your bank processes in one month for a single commercial account?

C. Describe your wire transfer department.

Where is it located. \_\_\_\_\_

Who manages it. \_\_\_\_\_

What is your normal cut-off time for outgoing transfers? \_\_\_\_\_

What is the Proposer's policy in case of a wire transfer failure for which the City has confirmed receipt of instructions? \_\_\_\_\_

How and when is the City notified of a failed wire transfer? \_\_\_\_\_

What controls has the Bank put in place to prevent wire transfer fraud to prevent ACH and Wire Transfer fraud? \_\_\_\_\_



What has been the Proposer's experience with fraud in the wire transfer area?

---

D. Describe your account reconciliation department.

Where is it located.

Who manages it?

What is the timing for completion of reconciliations after receipt of input information from the customer?

E. Should the City's main accounts be the target of counterfeit drafts, what are your procedures to limit losses to all parties concerned and what is the effect and cost to the City?

F. Describe your process for resolving deposit discrepancies, especially when cash is in question.

G. Describe your method of applying pricing to governmental or exception type accounts.

H. How do you lock in and maintain our banking fees into your billing system?

What steps are taken to assure accurate billing each month per the final agreement rates.

I. Describe the Proposer's ability to make cash available before, during and after an emergency:

J. Describe your Emergency Disaster Plan and assistance available to the City. Include time to restore based on type of disaster.

K. Positive Pay:

Detail if payee match is part of positive pay.

When addressing positive pay, address procedure for verification when City is closed for business.

16. City Employee Banking Services

Please describe if your organization offers any type of benefits to employees working for the City of Sunny Isles Beach.

17. Is there any disclaimer of liability required for use of your web based products? Identify products and response for each.

18. Security of Web Based Applications (Related to Banking Services) **(Do not include products related to Merchant Services for this question)**

For each product available identify the product and detail the requested information as it relates to each Web Based Application proposed for the City to use.



**Web Based Application**

Name of Product:

What application is this used for?

- A. Does session inactivity cause a sign-off? After how long?
- B. How are form entries protected against common attacks like SQL injection, buffer overflow, Cross-site scripting, etc.
- C. What web server software are you using?
- D. What internet browsers is your software compatible with? Are there any exceptions or limitations?
- E. Describe procedures to test and install manufacturer’s security patches when issued.
- F. Do your web based applications conform to “Open Web Application Security Project” (OWASP) Standards? <http://www.owasp.org>.

19. If our agency anticipates using an armored car service.

Please detail the armored car procedures with your institution.

20. Qualifications and Experience of Staff

Proposer to provide in detail qualifications and experience of the specific staff to be **assigned to the City’s account**, to demonstrate their ability to effectively perform the services outlined. Managers and other project staff may only be changed with the express prior written permission of the City of Sunny Isles Beach. The City of Sunny Isles Beach retains the right to approve or reject replacements.

For each individual, attach a resume or qualifications summary that includes the following information:

- Description of the individual’s background
- Description of individual’s work experience including all past employment

21. List of Proposed Subcontractors/Subconsultants

The undersigned proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The proposer is further notified that all Subcontractors shall be properly licensed and shall be required to furnish the CITY with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information may be grounds for rejection of the proposer’s proposal. (If no subcontractors are proposed, state “None” on first line below.)

Name and Address of Subcontractor	Scope of Work/Phase(s)



## 22. Professional References

The Proposer shall provide **reference letters for five (5) verifiable** clients with a minimum of **three (3) municipalities/local governments**, for projects of similar scope as outlined in this RFP. Please ensure the contact information provided is up to date and accessible. Failure to furnish this information may be grounds for rejection of the proposal.

Name of Firm, City, County, or Agency	
Contact:	
Telephone No:	
Email:	
Scope of Work:	

Name of Firm, City, County, or Agency	
Contact:	
Telephone No:	
Email:	
Scope of Work:	

Name of Firm, City, County, or Agency	
Contact:	
Telephone No:	
Email:	
Scope of Work:	

Name of Firm, City, County, or Agency	
Contact:	
Telephone No:	
Email:	
Scope of Work:	

Name of Firm, City, County, or Agency	
Contact:	
Telephone No:	
Email:	
Scope of Work:	

Signature and Date \_\_\_\_\_  
Title/Company \_\_\_\_\_



DELIVER TO:  
[DemandStar.com](https://DemandStar.com)

**REQUEST FOR PROPOSALS  
SECTION 6  
PROPOSAL SUBMITTAL  
FORMS**

**OPENING: 11:00 AM  
07/09/2024**

PLEASE QUOTE PRICES CITY IS TAXED EXEMPT, DELIVERED TO  
CITY OF SUNNY ISLES BEACH, FLORIDA

NOTE: City of Sunny Isles Beach is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

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Issued by: Purchasing Date issued:  
06/05/2024

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Sealed proposals are subject to the Terms and Conditions of this Request for Proposals and the accompanying proposal Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, on DemandStar until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Proposal Submittal Requirement.

**RFP 24-06-01  
Banking Services**

A Financial Institution Fidelity Bond for employee dishonesty on a Blanket Basis will be required upon execution of the contract by the successful firm and City of Sunny Isles Beach. The bond shall be endorsed to cover "Third Party" liability including a third party beneficiary clause in favor of the City of Sunny Isles Beach. The bond shall include a minimum of twelve (12) month Discovery Period when written on a Loss Sustained Basis.

Purchasing:  
Genesis Cuevas

Firm Name:

---

Commodity Code(s):  
Banking Services

**SUBMIT ELECTRONIC SUBMITTAL ACCORDING TO PROPOSAL FORMAT ABOVE AND  
AFFIDAVITS ON DEMANDSTAR.COM**

**FAILURE TO SIGN PAGE 42 OF SECTION 6 BID SUBMITTAL WILL RENDER YOUR BID NON-RESPONSIVE**





**SECTION 6  
BID SUBMITTAL FOR:**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS:** COMPLETE PART I OR PART II, WHICHEVER APPLIES

---

**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

**Addendum #1, Dated** \_\_\_\_\_

**Addendum #2, Dated** \_\_\_\_\_

**Addendum #3, Dated** \_\_\_\_\_

**Addendum #4, Dated** \_\_\_\_\_

**Addendum #5, Dated** \_\_\_\_\_

**Addendum #6, Dated** \_\_\_\_\_

**Addendum #7, Dated** \_\_\_\_\_

**Addendum #8, Dated** \_\_\_\_\_

---

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

---

**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_



**BID SUBMITTAL FORM**

**Bid Title: Banking Services**

The undersigned Proposers proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Sunny Isles Beach to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The Proposer accepts all of the terms and conditions of the Advertisement, Request for Proposal, or Invitation to Bid and Instructions to Proposers, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. The Proposer agrees to submit other documents required by the Bidding Requirements within ten days after the date of the City's Notice of Award.

In submitting this Bid, the Proposer represents, as more fully set forth in the Agreement, that:

- The Proposer has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by City is acceptable to the Proposer.
- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposers to submit a false or sham Bid; the Proposer has not solicited or induced any person, firm or corporation to refrain from Bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposers or over the City.

The City and the successful Proposer will establish completion times for each individual Work Item and the successful Proposer agrees that the work will be completed within the time frames agreed upon.

Firm Name:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

Mailing Address (if different):

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_\_\_/\_\_\_-\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_

***\* "By signing this document the bidder agrees to all General and Specific Terms and Conditions.***



**Signature:**

\_\_\_\_\_  
**(Signature of authorized agent)**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

# ATTACHMENT A COST PROPOSAL



**ATTACHMENT A**

**RFP 2024-06-01**

**Banking Services**

**City of Sunny Isles Beach**

**Total Cost Proposal**

Note: Proposers are to complete the unit price and total monthly cost columns below. List any additional fees not referenced herein in the space provided, or in an attachment. Proposers may also submit their own file in hard copy excel format, along with a CD of the excel file to be included as part of the proposal submittal, as long as the analysis prepared, at a minimum includes the items below with unit price and monthly cost information.

DESCRIPTION	Annual Volume	Cost Per Unit	Total Cost	Comments
FDIC Insurance Charge	81,040,000		\$ -	
<b>General Account Services</b>				
Account Maintenance	48		\$ -	
Digital Express Deposit Correction	3		\$ -	
Non Customer Check Cashing	24		\$ -	
<b>ACH Services</b>				
ACH Received Credits	4,492		\$ -	
ACH Received Debits	549		\$ -	
ACH Filter	313		\$ -	
ACH Positive Pay Accounts	48		\$ -	
ACH Notice of Change	1		\$ -	
<b>Depository Services</b>				
ZBA-Parent Acct Maint	12		\$ -	
Zero Balance Sub Acct Maint	36		\$ -	
ZBA Credit Transfer	680		\$ -	
ZBA Debit Transfer	680		\$ -	
Deposits Processed	964		\$ -	
Checks Deposited	4,853		\$ -	
Branch Cash Processing	162,435		\$ -	
Remote Capture Checks Deposited	4,814		\$ -	
Digital Express Monthly Maint	12		\$ -	
Digital Express - Addtl Scanner	12		\$ -	
Checks Paid	4,085			
<b>Paper Disbursement Services</b>				
Return Checks Final Presentment	3		\$ -	
<b>Account Reconciliation</b>				
Positive Pay Maint	24		\$ -	
Positive Pay Return Item	4		\$ -	
Payee POS Pay Monthly	24		\$ -	
ARP Paid Items	4,090		\$ -	
ARP-Issue File Transmission	109		\$ -	
<b>CD ROM Services</b>				
CD ROM-Img Maint	12		\$ -	
CD ROM-Per Add Acct	36		\$ -	
CD ROM-Image Per Item	4,085		\$ -	

**ATTACHMENT A**

**RFP 2024-06-01**

**Banking Services**

**City of Sunny Isles Beach**

**Total Cost Proposal**

Note: Proposers are to complete the unit price and total monthly cost columns below. List any additional fees not referenced herein in the space provided, or in an attachment. Proposers may also submit their own file in hard copy excel format, along with a CD of the excel file to be included as part of the proposal submittal, as long as the analysis prepared, at a minimum includes the items below with unit price and monthly cost information.

DESCRIPTION	Annual Volume	Cost Per Unit	Total Cost	Comments
<b>Information Reporting Services</b>				
Base Package Maintenance- Gold	12		\$ -	
Transaction Record	6,000		\$ -	
Transaction Record	5,729		\$ -	
Online Accounts	36		\$ -	
Online Accounts	24		\$ -	
ACH Module Maintenance	12		\$ -	
ACH Initiated	9,125		\$ -	
Extended Image Search	12		\$ -	
Online Security	24		\$ -	
Online Security	177		\$ -	
Book Transfer	3		\$ -	
Wire Transfer Module	12		\$ -	
Wire Out Domestic	137		\$ -	
Issue/ Cancel Transactions	78		\$ -	
Customer Maint Wire Templates	132		\$ -	
ACH Batch Initiated	26		\$ -	
<b>Wire &amp; Other Funds Transfer Services</b>				
Wire IN-Domestic	30		\$ -	
EFT Wire Notification Paper	167		\$ -	
<b>Other (newly added / additional services)</b>				
Armored Car Service	120		\$ -	estimated pickups at 2-3x per week
Electronic Vendor Payments	5,200		\$ -	estimated # of vendors paid annually include set up/implementation
Bank Credit Cards	6		\$ -	estimated # of cards
<b>TOTAL PROPOSED ANNUAL COST</b>			\$ -	

**TOTAL PROPOSED ANNUAL COST (Written):** \_\_\_\_\_

\*\*\*\*\*

<b>Charges for Any Other Services Not Listed Above - Itemize</b>				
Description	Annual Volume	Cost Per Unit	Total Cost	Comments
Attach additional sheets, if necessary			\$ -	
			\$ -	
			\$ -	

**ATTACHMENT A**

RFP 2024-06-01

Banking Services

City of Sunny Isles Beach

**Total Cost Proposal**

Note: Proposers are to complete the unit price and total monthly cost columns below. List any additional fees not referenced herein in the space provided, or in an attachment. Proposers may also submit their own file in hard copy excel format, along with a CD of the excel file to be included as part of the proposal submittal, as long as the analysis prepared, at a minimum includes the items below with unit price and monthly cost information.

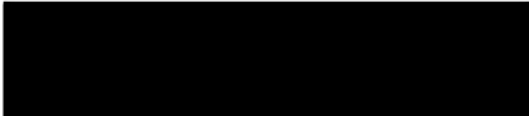
DESCRIPTION	Annual Volume	Cost Per Unit	Total Cost	Comments
			\$ -	
			\$ -	
			\$ -	

## ATTACHMENT B BANK STATEMENTS





# ATTACHMENT B



## E STATEMENT OF ACCOUNT

CITY OF SUNNY ISLES BEACH  
OPERATING ACCOUNT  
18070 COLLINS AVENUE  
SUNNY ISLES BEACH FL 33160

Page: 1 of 8  
Statement Period: Apr 01 2024-Apr 30 2024  
Cust Ref #:   
Primary Account #:

### Municipal Advantage Checking

CITY OF SUNNY ISLES BEACH

Account #

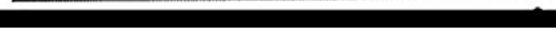
#### ACCOUNT SUMMARY

Beginning Balance	3,751,422.45	Average Collected Balance	2,825,115.41
Deposits	1,012,050.12	Interest Earned This Period	0.00
Electronic Deposits	2,399,256.07	Interest Paid Year-to-Date	23,102.37
Other Credits	571,062.74	Annual Percentage Yield Earned	0.00%
		Days in Period	30
Electronic Payments	463,976.77		
Other Withdrawals	4,450,586.37		
Ending Balance	2,819,228.24		

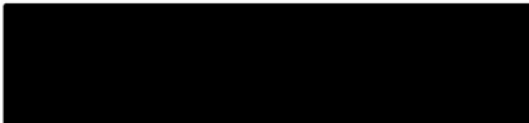
#### DAILY ACCOUNT ACTIVITY

##### Deposits

POSTING DATE	DESCRIPTION		AMOUNT
04/01	RDC COMMERCIAL, SER #	1	146,542.39
04/01	RDC COMMERCIAL, SER #	1	3,291.06
04/01	DEPOSIT		2,300.00
04/01	DEPOSIT		2,000.00
04/01	DEPOSIT		1,140.00
04/01	DEPOSIT		700.00
04/01	DEPOSIT		668.00
04/01	DEPOSIT		430.00
04/01	DEPOSIT		390.00
04/01	DEPOSIT		10.00
04/02	RDC COMMERCIAL, SER #	1	1,350.00
04/03	RDC COMMERCIAL, SER #	1	22,315.32
04/03	RDC COMMERCIAL, SER #	1	7,796.44
04/03	RDC COMMERCIAL, SER #	1	4,125.00
04/03	RDC COMMERCIAL, SER #	1	800.00
04/03	RDC COMMERCIAL, SER #	1	116.00
04/04	RDC COMMERCIAL, SER #	1	1,714.31
04/04	RDC COMMERCIAL, SER #	1	868.00
04/05	RDC COMMERCIAL, SER #	1	18,992.34
04/05	RDC COMMERCIAL, SER #	1	1,295.00
04/08	RDC COMMERCIAL, SER #	1	207,749.02
04/08	RDC COMMERCIAL, SER #	1	45.00
04/08	RDC COMMERCIAL, SER #	1	34.00
04/09	RDC COMMERCIAL, SER #	1	12,709.28
04/09	RDC COMMERCIAL, SER #	1	4,975.00



# ATTACHMENT B



## STATEMENT OF ACCOUNT

CITY OF SUNNY ISLES BEACH

Page: 3 of 8  
Statement Period: Apr 01 2024-Apr 30 2024  
Cust Ref #:   
Primary Account #:

### DAILY ACCOUNT ACTIVITY

#### Deposits (continued)

POSTING DATE	DESCRIPTION		AMOUNT
04/09	DEPOSIT		1,420.00
04/09	RDC COMMERCIAL, SER #	1	1,100.00
04/09	RDC COMMERCIAL, SER #	1	1,000.00
04/09	RDC COMMERCIAL, SER #	1	846.00
04/09	DEPOSIT		586.00
04/09	DEPOSIT		535.00
04/09	DEPOSIT		440.00
04/09	DEPOSIT		380.00
04/09	DEPOSIT		150.00
04/09	DEPOSIT		50.00
04/10	RDC COMMERCIAL, SER #	1	5,484.36
04/10	RDC COMMERCIAL, SER #	1	5,250.00
04/10	RDC COMMERCIAL, SER #	1	2,200.00
04/10	RDC COMMERCIAL, SER #	1	600.00
04/11	RDC COMMERCIAL, SER #	1	107,527.66
04/11	RDC COMMERCIAL, SER #	1	2,100.00
04/12	RDC COMMERCIAL, SER #	1	1,625.00
04/15	RDC COMMERCIAL, SER #	1	6,107.25
04/15	DEPOSIT		620.00
04/15	DEPOSIT		595.00
04/15	DEPOSIT		360.00
04/15	DEPOSIT		200.00
04/15	DEPOSIT		144.00
04/15	DEPOSIT		40.00
04/15	DEPOSIT		35.00
04/15	DEPOSIT		23.00
04/16	RDC COMMERCIAL, SER #	1	6,955.00
04/16	RDC COMMERCIAL, SER #	1	4,912.47
04/16	RDC COMMERCIAL, SER #	1	2,024.49
04/16	RDC COMMERCIAL, SER #	1	300.00
04/16	DEPOSIT		173.00
04/16	DEPOSIT		110.00
04/16	DEPOSIT		15.00
04/17	RDC COMMERCIAL, SER #	1	7,010.50
04/18	RDC COMMERCIAL, SER #	1	19,240.25
04/18	RDC COMMERCIAL, SER #	1	13,065.30
04/18	RDC COMMERCIAL, SER #	1	8,177.51
04/18	RDC COMMERCIAL, SER #	1	1,200.00



# ATTACHMENT B



## STATEMENT OF ACCOUNT

CITY OF SUNNY ISLES BEACH

Page: 4 of 8  
Statement Period: Apr 01 2024-Apr 30 2024  
Cust Ref #:   
Primary Account #:

### DAILY ACCOUNT ACTIVITY

#### Deposits (continued)

POSTING DATE	DESCRIPTION		AMOUNT
04/18	RDC COMMERCIAL, SER #	1	321.42
04/19	RDC COMMERCIAL, SER #	1	14,023.64
04/19	RDC COMMERCIAL, SER #	1	2,345.49
04/22	RDC COMMERCIAL, SER #	1	23,867.70
04/22	DEPOSIT		1,825.00
04/22	DEPOSIT		581.00
04/22	DEPOSIT		20.00
04/22	DEPOSIT		8.00
04/23	RDC COMMERCIAL, SER #	1	4,256.58
04/23	RDC COMMERCIAL, SER #	1	835.00
04/23	RDC COMMERCIAL, SER #	1	300.00
04/23	RDC COMMERCIAL, SER #	1	32.77
04/24	RDC COMMERCIAL, SER #	1	35,183.38
04/24	RDC COMMERCIAL, SER #	1	2,287.50
04/24	RDC COMMERCIAL, SER #	1	2,025.00
04/25	RDC COMMERCIAL, SER #	1	15,000.00
04/25	RDC COMMERCIAL, SER #	1	4,188.20
04/25	RDC COMMERCIAL, SER #	1	3,694.36
04/25	RDC COMMERCIAL, SER #	1	876.00
04/26	RDC COMMERCIAL, SER #	1	1,175.00
04/29	RDC COMMERCIAL, SER #	1	238,785.67
04/29	RDC COMMERCIAL, SER #	1	7,990.16
04/29	RDC COMMERCIAL, SER #	1	4,436.30
04/29	RDC COMMERCIAL, SER #	1	750.00
04/29	DEPOSIT		563.00
04/29	DEPOSIT		366.00
04/29	DEPOSIT		245.00
04/29	DEPOSIT		240.00
04/29	DEPOSIT		115.00
04/29	DEPOSIT		40.00
04/29	DEPOSIT		20.00
04/30	DEPOSIT		440.00
04/30	DEPOSIT		220.00
04/30	DEPOSIT		35.00
		Subtotal:	1,012,050.12



# ATTACHMENT B



## STATEMENT OF ACCOUNT

CITY OF SUNNY ISLES BEACH

Page: 5 of 8  
Statement Period: Apr 01 2024-Apr 30 2024



### DAILY ACCOUNT ACTIVITY

#### Electronic Deposits

POSTING DATE	DESCRIPTION	AMOUNT
04/02	CTX DEPOSIT, CVS PHARM 8293 EDI PAYMNT [REDACTED]	32,324.17
04/10	CTX DEPOSIT, MIAMI-DADE COUNT ACH [REDACTED]	1,317,776.82
04/15	ACH DEPOSIT, MR TIMOTHY R MUL SENDER [REDACTED]	500.00
04/17	CTX DEPOSIT, MIAMI-DADE COUNT ACH [REDACTED]	98,163.00
04/17	CTX DEPOSIT, STATE OF FLORIDA PAYMENTS [REDACTED]	72,713.13
04/18	CTX DEPOSIT, STATE OF FLORIDA PAYMENTS [REDACTED]	69,678.86
04/19	CTX DEPOSIT, FLORIDA POWER & CORP PYMNT [REDACTED]	295,308.08
04/19	CCD DEPOSIT, 10L GOVDEALS GDUSFSSACH [REDACTED]	6,935.63
04/19	CCD DEPOSIT, GAS SOUTH EDI PYMNTS [REDACTED]	70.07
04/22	CCD DEPOSIT, JPMORGAN CHASE B PAYMENT	2,571.56
04/23	CCD DEPOSIT, JPMORGAN CHASE B PAYMENT	2,755.25
04/23	CCD DEPOSIT, 015 TREAS 310 MISC PAY [REDACTED]	2,659.77
04/24	CTX DEPOSIT, STATE OF FLORIDA PAYMENTS [REDACTED]	20,858.88
04/24	CTX DEPOSIT, STATE OF FLORIDA PAYMENTS [REDACTED]	1,573.38
04/26	CTX DEPOSIT, FLORIDA POWER & CORP PYMNT [REDACTED]	218,008.85
04/26	CCD DEPOSIT, 10L GOVDEALS GDUSFSSACH [REDACTED]	1,488.38
04/29	CTX DEPOSIT, STATE OF FLORIDA PAYMENTS [REDACTED]	198,556.84
04/29	CTX DEPOSIT, MIAMI-DADE COUNT ACH [REDACTED]	31,586.23
04/29	CTX DEPOSIT, STATE OF FLORIDA PAYMENTS [REDACTED]	18,746.72
04/29	CTX DEPOSIT, STATE OF FLORIDA PAYMENTS [REDACTED]	6,980.45
	Subtotal:	2,399,256.07

#### Other Credits

POSTING DATE	DESCRIPTION	AMOUNT
04/01	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	35,202.22
04/02	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	17,560.22
04/03	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	24,431.94
04/03	WIRE TRANSFER INCOMING, SOUTH FLORIDA LAW, PLLC IOTA TRUST	2,500.00
04/04	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	13,581.43
04/04	WIRE TRANSFER INCOMING, ARLEN HOUSE MARINA CORP	2,500.00
04/04	WIRE TRANSFER INCOMING, HAIM YEHEZKEL	1,400.00
04/04	WIRE TRANSFER INCOMING, UNIVERSAL TITLE OF SOUTH FLORIDA, L	920.02
04/05	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	8,684.35
04/05	WIRE TRANSFER INCOMING, WEITONG MA AND HONGYUE YU JOINT	2,500.00
04/08	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	25,914.92
04/09	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	8,626.33
04/09	WIRE TRANSFER INCOMING, OLD REPUBLIC NATIONAL TITLE INSURAN	1,588.68
04/10	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	10,851.52
04/10	WIRE TRANSFER INCOMING, 17749 COLLINS CONDOMINIUM	1,500.00



# ATTACHMENT B



## STATEMENT OF ACCOUNT

CITY OF SUNNY ISLES BEACH

Page: 6 of 8  
Statement Period: Apr 01 2024-Apr 30 2024  
Cust Ref #: [REDACTED]  
Primary Account #: [REDACTED]

### DAILY ACCOUNT ACTIVITY

#### Other Credits (continued)

04/11	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	7,634.97
04/12	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	71,375.09
04/15	CREDIT INTEREST, ANALYSIS INT	5,896.18
04/15	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	72,758.29
04/15	WIRE TRANSFER INCOMING, GIAT INVESTMENTS LLC	2,400.00
04/16	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	13,578.72
04/16	WIRE TRANSFER INCOMING, HINSHAW & CULBERTSON LLP	961.95
04/17	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	25,042.03
04/18	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	12,276.98
04/19	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	15,844.60
04/22	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	61,011.66
04/23	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	15,845.44
04/23	WIRE TRANSFER INCOMING, HARBOR TITLE INC	961.95
04/24	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	16,944.22
04/25	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	15,561.10
04/25	WIRE TRANSFER INCOMING, KELLERMANN VARELA PL	2,262.49
04/26	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	15,526.22
04/29	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	45,081.42
04/29	WIRE TRANSFER INCOMING, EMPIRE TITLE SERVICES, LLC	496.57
04/30	ZBA CREDIT TRANSFER, ZBA XFER FROM CHECKING ACCT [REDACTED]	6,841.23
04/30	WIRE TRANSFER INCOMING, CENTURY TOWERS ASSOCIATES LLP	5,000.00
	Subtotal:	571,062.74

#### Electronic Payments

POSTING DATE	DESCRIPTION	AMOUNT
04/05	CCD DEBIT, FLA DEPT REVENUE CRC [REDACTED]	396,571.75
04/05	CCD DEBIT, FL DEPT OF REVEN CHILDSUPP [REDACTED]	1,817.08
04/05	CCD DEBIT, PAYLOCITY DEBCARDTX [REDACTED]	560.68
04/08	CCD DEBIT, MISSIONSQUARE INVESTMENT [REDACTED]	16,553.71
04/08	CCD DEBIT, MISSIONSQUARE INVESTMENT [REDACTED]	2,524.33
04/08	CCD DEBIT, MISSIONSQUARE INVESTMENT [REDACTED]	1,325.87
04/08	CCD DEBIT, MISSIONSQUARE INVESTMENT [REDACTED]	1,193.62
04/08	CCD DEBIT, MISSIONSQUARE INVESTMENT [REDACTED]	1,019.75
04/08	CCD DEBIT, MISSIONSQUARE INVESTMENT [REDACTED]	818.26
04/08	CCD DEBIT, MISSIONSQUARE INVESTMENT [REDACTED]	809.46
04/12	CCD DEBIT, PAYLOCITY DEBCARDTX [REDACTED]	530.98
04/12	CCD DEBIT, PAYLOCITY CLAIM FUND [REDACTED]	192.31
04/19	CCD DEBIT, FLA DEPT REVENUE C01 [REDACTED]	12,274.84
04/19	CCD DEBIT, FL DEPT OF REVEN CHILDSUPP [REDACTED]	1,817.08



# ATTACHMENT B



## STATEMENT OF ACCOUNT

CITY OF SUNNY ISLES BEACH

Page: 7 of 8  
Statement Period: Apr 01 2024-Apr 30 2024  
Cust Ref #: [REDACTED]  
Primary Account #: [REDACTED]

### DAILY ACCOUNT ACTIVITY

#### Electronic Payments (continued)

POSTING DATE	DESCRIPTION	AMOUNT
04/19	CCD DEBIT, PAYLOCITY CLAIM FUND [REDACTED]	673.72
04/19	CCD DEBIT, PAYLOCITY DEBCARDTX [REDACTED]	21.00
04/19	CCD DEBIT, PAYLOCITY DEBCARDFEE [REDACTED]	10.00
04/22	CCD DEBIT, MISSIONSQUARE INVESTMENT [REDACTED]	16,737.41
04/22	CCD DEBIT, MISSIONSQUARE INVESTMENT [REDACTED]	2,701.65
04/22	CCD DEBIT, MISSIONSQUARE INVESTMENT [REDACTED]	1,326.88
04/22	CCD DEBIT, MISSIONSQUARE INVESTMENT [REDACTED]	1,193.62
04/22	CCD DEBIT, MISSIONSQUARE INVESTMENT [REDACTED]	1,019.75
04/22	CCD DEBIT, MISSIONSQUARE INVESTMENT [REDACTED]	818.26
04/22	CCD DEBIT, MISSIONSQUARE INVESTMENT [REDACTED]	808.72
04/26	CCD DEBIT, PAYLOCITY CLAIM FUND [REDACTED]	478.61
04/26	CCD DEBIT, PAYLOCITY DEBCARDTX [REDACTED]	91.87
04/30	CCD DEBIT, UNCLAIMED PROP UNCLM PROP [REDACTED]	85.56
	Subtotal:	463,976.77

#### Other Withdrawals

POSTING DATE	DESCRIPTION	AMOUNT
04/01	WIRE TRANSFER OUTGOING, Bank of America	368,145.68
04/01	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT [REDACTED]	52,511.35
04/01	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT [REDACTED]	165.00
04/02	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT [REDACTED]	83,050.80
04/03	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT [REDACTED]	67,451.11
04/03	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT [REDACTED]	14,867.48
04/04	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT [REDACTED]	32,449.48
04/05	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT [REDACTED]	837,447.60
04/05	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT [REDACTED]	27,176.60
04/05	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT [REDACTED]	2,887.46
04/08	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT [REDACTED]	39,964.82
04/08	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT [REDACTED]	9.27
04/09	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT [REDACTED]	81,823.08
04/10	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT [REDACTED]	18,142.56
04/10	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT [REDACTED]	128.06
04/11	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T [REDACTED]	379,167.30
04/11	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T [REDACTED]	19.54
04/12	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T [REDACTED]	26,394.22
04/12	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T [REDACTED]	30.00
04/15	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T [REDACTED]	448,534.32
04/15	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T [REDACTED]	259.81



# ATTACHMENT B



## STATEMENT OF ACCOUNT

CITY OF SUNNY ISLES BEACH

Page: 8 of 8  
Statement Period: Apr 01 2024-Apr 30 2024  
Cust Ref #:   
Primary Account #:

### DAILY ACCOUNT ACTIVITY

#### Other Withdrawals (continued)

POSTING DATE	DESCRIPTION	AMOUNT
04/16	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T	131,159.40
04/17	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T	20,627.22
04/18	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T	98,333.31
04/18	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T	115.00
04/19	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T	865,711.32
04/19	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T	14,575.95
04/22	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T	79,913.72
04/22	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T	755.00
04/23	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACC T	79,651.48
04/24	WIRE TRANSFER OUTGOING, City of Sunny Isles Beach	34,000.00
04/24	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT	420,050.23
04/25	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT	30,698.34
04/26	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT	29,345.20
04/26	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT	120.00
04/29	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT	49,485.96
04/29	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT	24.54
04/30	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT	114,546.92
04/30	ZBA DEBIT TRANSFER, ZBA XFER TO CHECKING ACCT	847.24
Subtotal:		4,450,586.37

### DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
03/31	3,751,422.45	04/16	2,994,951.92
04/01	3,523,274.09	04/17	3,177,253.36
04/02	3,491,457.68	04/18	3,202,765.37
04/03	3,471,223.79	04/19	2,642,208.97
04/04	3,459,758.07	04/22	2,626,818.88
04/05	2,224,768.59	04/23	2,574,814.16
04/08	2,394,292.44	04/24	2,199,636.29
04/09	2,346,875.65	04/25	2,210,520.10
04/10	3,672,267.73	04/26	2,416,682.87
04/11	3,410,343.52	04/29	2,922,171.73
04/12	3,456,196.10	04/30	2,819,228.24
04/15	3,097,080.69		



# ATTACHMENT C

## ACCOUNT ANALYSIS STATEMENT





# ATTACHMENT C

Activity For: 04/01/24 to 04/30/24  
 Relationship: [REDACTED]  
 Settlement Account: [REDACTED]  
 Settlement Type: Debit  
 Settlement Cycle: Monthly  
 Officer: [REDACTED]  
 TM Officer: [REDACTED]  
 Phone #: [REDACTED]  
 Client Support Phone #: [REDACTED]

CITY OF SUNNY ISLES BEACH  
 OPERATING ACCOUNT  
 18070 COLLINS AVENUE  
 SUNNY ISLES BEACH FL 33160

### Relationship Summary

Account Number	Account Name	Investable Balance	Excess/(Deficit) Balance
[REDACTED]	City Of Sunny Isles Beac	\$0.00	(\$71,394.11)
[REDACTED]	City Of Sunny Isles Beac	\$0.00	(\$95,222.37)
[REDACTED]	City Of Sunny Isles Beac	\$0.00	(\$49,824.61)
[REDACTED]	City Of Sunny Isles Beac	\$2,542,603.88	\$2,126,599.53
	Total	\$2,542,603.88	\$1,910,158.44

### Balance Summary

Average Ledger Balance	30 Days	\$2,860,476.78
Less Average Float		\$35,361.36
Average Collected Balance		\$2,825,115.42
Average Positive Collected Balance		\$2,825,115.42
Collected Balance		\$2,825,115.42
Less Reserve Requirement	10.000000%	\$282,511.54
Investable Balance		\$2,542,603.88
Investable Balance		\$2,542,603.88
Less Balance Required for Services		\$632,445.44
Excess/(Deficit) Balance		\$1,910,158.44

### Results Summary

Earnings Credit Allowance	1.750000%	\$3,647.18
Less Total Analyzed Fees		\$907.20
Net Analyzed Results		\$2,739.98
Total Analyzed Results		\$0.00
Excess Balance		\$1,910,158.44
Interest on Excess Balance	2.350000%	\$3,679.40

Total Interest of \$3,679.40 will be Credited to Account [REDACTED] on 05/15/24.

# ATTACHMENT C

Activity For: 04/01/24 to 04/30/24  
 Relationship: XXXXXXXXXX  
 Settlement Account: XXXXXXXXXX  
 Settlement Type: Debit  
 Settlement Cycle: Monthly

CITY OF SUNNY ISLES BEACH

Service Detail					
AFP Code	Service Description	Volume	Unit Price	Total Price	Balance Required
<b>General Account Services</b>					
010000	Account Maintenance	4	\$9.3500	\$37.40	\$26,073.04
150500	Non Customer Check Cashing	4	\$3.8500	\$15.40	\$10,735.96
<b>ACH Services</b>					
250201	ACH Received Credits	339	\$0.1210	\$41.02	\$28,596.68
250200	ACH Received Debits	70	\$0.1210	\$8.47	\$5,904.77
251057	ACH Filter	32	\$2.7500	\$88.00	\$61,348.33
251050	ACH Positive Pay Accounts	4	\$8.2500	\$33.00	\$23,005.64
<b>Depository Services</b>					
010020	ZBA-Parent Acct Maint	1	\$22.0000	\$22.00	\$15,337.08
010021	Zero Balance Sub Acct Maint	3	\$13.7500	\$41.25	\$28,757.04
010111	ZBA Credit Transfer	59		\$0.00	
010110	ZBA Debit Transfer	59		\$0.00	
010101	Deposits Processed	97	\$0.2269	\$22.01	\$15,344.05
100200	Checks Deposited	484	\$0.0605	\$29.28	\$20,412.26
100015	Branch Cash Processing	18,232		\$0.00	
101320	Remote Capture Checks Deposited	484	\$0.0151	\$7.31	\$5,096.09
101300	Digital Express Monthly Maint	1	\$28.7375	\$28.74	\$20,035.80
101303	Digital Express - Addtl Scanner	1	\$65.0000	\$65.00	\$45,314.10
150100	Checks Paid	355	\$0.1045	\$37.10	\$25,863.89
<b>Account Reconciliation</b>					
150030	Positive Pay Maint	2	\$30.2500	\$60.50	\$42,176.98
150124	Payee POS Pay Monthly Maintenance	2	\$6.8750	\$13.75	\$9,585.67
2001ZZ	ARP Paid Items	355	\$0.0440	\$15.62	\$10,889.33
20020D	ARP-Issue File Transmission	6	\$8.2500	\$49.50	\$34,508.43
<b>CD ROM Services</b>					
151350	CD ROM-Img Maint	1	\$10.5875	\$10.59	\$7,382.71
151350	CD ROM-Per Add Acct	3	\$1.5125	\$4.54	\$3,165.02
151351	CD ROM-Image Per Item	355	\$0.0275	\$9.76	\$6,804.09
<b>Information Reporting Services</b>					
011000	ETRS-Base Pkg Maint - Gold	1	\$27.2250	\$27.23	\$18,983.12
400272	ETRS-Transaction Record	500		\$0.00	
400272	ETRS-Transaction Record	498	\$0.0550	\$27.39	\$19,094.66
011002	ETRS-Online Accounts	3		\$0.00	
011002	ETRS-Online Accounts	2	\$6.6000	\$13.20	\$9,202.25
250000	ETRS-ACH Module Maintenance	1		\$0.00	
250102	ETRS-ACH Initiated	713	\$0.0484	\$34.51	\$24,058.30
012014	ETRS-Extended Image Search	1	\$3.0250	\$3.03	\$2,112.33
010821	ETRS-Online Security	2	\$1.6500	\$3.30	\$2,300.56
010821	ETRS-Online Security	15	\$3.3000	\$49.50	\$34,508.43
350000	ETRS-Wire Transfer Module	1		\$0.00	
350100	ETRS-Wire Out Domestic	2	\$6.6000	\$13.20	\$9,202.25
20020B	ETRS-Issue / Cancel Transactions	11	\$0.0756	\$0.83	\$578.63
350551	ETRS-Customer Maint Wire Templates	11	\$0.1650	\$1.82	\$1,268.79
250505	ETRS- ACH Batch Initiated	2		\$0.00	

# ATTACHMENT C

Activity For: 04/01/24 to 04/30/24  
 Relationship: XXXXXXXXXX  
 Settlement Account: XXXXXXXXXX  
 Settlement Type: Debit  
 Settlement Cycle: Monthly

CITY OF SUNNY ISLES BEACH

Service Detail-Continued						
AFP Code	Service Description	Volume	Unit Price	Total Price	Balance Required	
<b>Wire &amp; Other Funds Trnsf Svcs</b>						
350300	Wire IN-Domestic	13	\$7.1500	\$92.95	\$64,799.16	
350412	EFT- Wire Notification Paper	15		\$0.00		
Total Analyzed Fees				\$907.20	\$632,445.44	
Total Waived Fees				\$0.00		
Total Services Performed				\$907.20		

Historical Summary						
Period	Average Ledger Balance	Average Uncollected Balance	Average Collected Balance	Earnings Credit	Analyzed Services	Service Charges Paid
May	\$3,542,508.09	\$32,636.38	\$3,509,871.71	\$2,682.89	\$895.49	\$0.00
June	\$3,126,009.42	\$77,835.74	\$3,048,173.68	\$3,945.92	\$895.37	\$0.00
July	\$4,108,182.50	\$31,546.78	\$4,076,635.72	\$5,453.20	\$892.89	\$0.00
August	\$4,195,145.46	\$62,660.61	\$4,132,484.85	\$5,527.91	\$901.65	\$0.00
September	\$3,807,914.13	\$40,198.79	\$3,767,715.34	\$4,877.38	\$878.97	\$0.00
October	\$3,486,872.94	\$45,388.01	\$3,441,484.93	\$4,603.58	\$936.32	\$0.00
November	\$3,752,290.43	\$33,192.55	\$3,719,097.88	\$4,814.45	\$926.37	\$0.00
December	\$4,892,308.64	\$36,900.26	\$4,855,408.38	\$6,494.94	\$956.65	\$0.00
January	\$3,817,121.31	\$44,855.98	\$3,772,265.33	\$5,032.26	\$888.60	\$0.00
February	\$3,233,168.07	\$24,550.09	\$3,208,617.98	\$4,004.20	\$873.04	\$0.00
March	\$3,935,832.97	\$33,546.92	\$3,902,286.05	\$5,205.71	\$814.95	\$0.00
April	\$2,860,476.78	\$35,361.36	\$2,825,115.42	\$3,647.18	\$907.20	\$0.00

**Please review your statement promptly and notify the bank of any errors within 60 days. We will investigate your claim and will correct any errors.**

# ATTACHMENT C



CITY OF SUNNY ISLES BEACH  
 MERCHANT ACCOUNT  
 18070 COLLINS AVENUE  
 SUNNY ISLES BEACH FL 33160

Activity For: 04/01/24 to 04/30/24  
 Relationship:   
 Account Number:   
 Officer:   
 TM Officer:   
 Phone #:   
 Client Support Phone #:

Balance Summary		
-----------------	--	--

Average Ledger Balance	30 Days	\$0.00
Less Average Float		\$0.00
Average Collected Balance		\$0.00
Investable Balance		\$0.00
Investable Balance		\$0.00
Less Balance Required for Services		\$71,394.11
Excess/(Deficit) Balance		( \$71,394.11 )

Results Summary		
-----------------	--	--

Earnings Credit Allowance	1.750000%	\$0.00
Less Total Analyzed Fees		\$102.41
Total Analyzed Results		( \$102.41 )
Total Analyzed Service Charges This Statement		\$102.41

The Total Deficit Analyzed Result of \$102.41 was Transferred to Composite Account .

Service Detail					
----------------	--	--	--	--	--

AFP Code	Service Description	Volume	Unit Price	Total Price	Balance Required
<b>General Account Services</b>					
010000	Account Maintenance	1	\$9.3500	\$9.35	\$6,518.26
<b>ACH Services</b>					
250201	ACH Received Credits	319	\$0.1210	\$38.60	\$26,909.60
250200	ACH Received Debits	41	\$0.1210	\$4.96	\$3,457.81
251057	ACH Filter	10	\$2.7500	\$27.50	\$19,171.35
251050	ACH Positive Pay Accounts	1	\$8.2500	\$8.25	\$5,751.41
<b>Depository Services</b>					
010021	Zero Balance Sub Acct Maint	1	\$13.7500	\$13.75	\$9,585.68
010111	ZBA Credit Transfer	13		\$0.00	
010110	ZBA Debit Transfer	22		\$0.00	
Total Analyzed Fees				\$102.41	\$71,394.11
Total Waived Fees				\$0.00	
Total Services Performed				\$102.41	

# ATTACHMENT C



Activity For: 04/01/24 to 04/30/24  
 Relationship:   
 Account Number:   
 Officer:   
 TM Officer:   
 Phone #:   
 Client Support Phone #:

CITY OF SUNNY ISLES BEACH  
 ACCOUNTS PAYABLE  
 18070 COLLINS AVENUE  
 SUNNY ISLES BEACH FL 33160

Balance Summary		
-----------------	--	--

Average Ledger Balance	30 Days	\$0.00
Less Average Float		\$0.00
Average Collected Balance		\$0.00
Investable Balance		\$0.00
Investable Balance		\$0.00
Less Balance Required for Services		\$95,222.37
Excess/(Deficit) Balance		(\$95,222.37)

Results Summary		
-----------------	--	--

Earnings Credit Allowance	1.750000%	\$0.00
Less Total Analyzed Fees		\$136.59
Total Analyzed Results		(\$136.59)
Total Analyzed Service Charges This Statement		\$136.59

The Total Deficit Analyzed Result of \$136.59 was Transferred to Composite Account .

Service Detail					
----------------	--	--	--	--	--

AFP Code	Service Description	Volume	Unit Price	Total Price	Balance Required
<b>General Account Services</b>					
010000	Account Maintenance	1	\$9.3500	\$9.35	\$6,518.26
150500	Non Customer Check Cashing	4	\$3.8500	\$15.40	\$10,735.96
<b>ACH Services</b>					
251050	ACH Positive Pay Accounts	1	\$8.2500	\$8.25	\$5,751.41
<b>Depository Services</b>					
010021	Zero Balance Sub Acct Maint	1	\$13.7500	\$13.75	\$9,585.68
010111	ZBA Credit Transfer	22		\$0.00	
150100	Checks Paid	355	\$0.1045	\$37.10	\$25,863.89
<b>Account Reconciliation</b>					
150030	Positive Pay Maint	1	\$30.2500	\$30.25	\$21,088.49
150124	Payee POS Pay Monthly Maintenance	1	\$6.8750	\$6.87	\$4,789.35
2001ZZ	ARP Paid Items	355	\$0.0440	\$15.62	\$10,889.33
Total Analyzed Fees				\$136.59	\$95,222.37
Total Waived Fees				\$0.00	
Total Services Performed				\$136.59	

# ATTACHMENT C



CITY OF SUNNY ISLES BEACH  
 PAYROLL  
 18070 COLLINS AVENUE  
 SUNNY ISLES BEACH FL 33160

Activity For: 04/01/24 to 04/30/24  
 Relationship: [REDACTED]  
 Account Number: [REDACTED]  
 Officer: [REDACTED]  
 TM Officer: [REDACTED]  
 Phone #: [REDACTED]  
 Client Support Phone #: [REDACTED]

Balance Summary		
-----------------	--	--

Average Ledger Balance	30 Days	\$0.00
Less Average Float		\$0.00
Average Collected Balance		\$0.00
Investable Balance		\$0.00
Investable Balance		\$0.00
Less Balance Required for Services		\$49,824.61
Excess/(Deficit) Balance		(\$49,824.61)

Results Summary		
-----------------	--	--

Earnings Credit Allowance	1.750000%	\$0.00
Less Total Analyzed Fees		\$71.47
Total Analyzed Results		(\$71.47)
Total Analyzed Service Charges This Statement		\$71.47

The Total Deficit Analyzed Result of \$71.47 was Transferred to Composite Account [REDACTED].

Service Detail					
----------------	--	--	--	--	--

AFP Code	Service Description	Volume	Unit Price	Total Price	Balance Required
<b>General Account Services</b>					
010000	Account Maintenance	1	\$9.3500	\$9.35	\$6,518.26
<b>ACH Services</b>					
250200	ACH Received Debits	2	\$0.1210	\$0.24	\$167.31
251057	ACH Filter	1	\$2.7500	\$2.75	\$1,917.14
251050	ACH Positive Pay Accounts	1	\$8.2500	\$8.25	\$5,751.41
<b>Depository Services</b>					
010021	Zero Balance Sub Acct Maint	1	\$13.7500	\$13.75	\$9,585.68
010111	ZBA Credit Transfer	2		\$0.00	
<b>Account Reconciliation</b>					
150030	Positive Pay Maint	1	\$30.2500	\$30.25	\$21,088.49
150124	Payee POS Pay Monthly Maintenance	1	\$6.8750	\$6.88	\$4,796.32
Total Analyzed Fees				\$71.47	\$49,824.61
Total Waived Fees				\$0.00	
Total Services Performed				\$71.47	

# ATTACHMENT C

Activity For: 04/01/24 to 04/30/24  
Relationship: [REDACTED]  
Account Number: [REDACTED]  
Officer: [REDACTED]  
TM Officer: [REDACTED]  
Phone #: [REDACTED]  
Client Support Phone #: [REDACTED]

CITY OF SUNNY ISLES BEACH  
OPERATING ACCOUNT  
18070 COLLINS AVENUE  
SUNNY ISLES BEACH FL 33160

## Balance Summary

Average Ledger Balance	30 Days	\$2,860,476.78
Less Average Float		\$35,361.36
Average Collected Balance		\$2,825,115.42
Average Positive Collected Balance		\$2,825,115.42
Collected Balance		\$2,825,115.42
Less Reserve Requirement	10.000000%	\$282,511.54
Investable Balance		\$2,542,603.88
Investable Balance		\$2,542,603.88
Less Balance Required for Services		\$416,004.35
Excess/(Deficit) Balance		\$2,126,599.53

## Results Summary

Earnings Credit Allowance	1.750000%	\$3,647.18
Less Total Analyzed Fees		\$596.73
Total Analyzed Results		\$3,050.45
Excess Balance		\$1,910,158.44
Interest on Excess Balance	2.350000%	\$3,679.40

Total Interest of \$3,679.40 was Transferred to Composite Account [REDACTED].

# ATTACHMENT C

Activity For: 04/01/24 to 04/30/24  
 Relationship: XXXXXXXXXX  
 Account Number: XXXXXXXXXX

CITY OF SUNNY ISLES BEACH

Service Detail					
AFP Code	Service Description	Volume	Unit Price	Total Price	Balance Required
<b>General Account Services</b>					
010000	Account Maintenance	1	\$9.3500	\$9.35	\$6,518.26
<b>ACH Services</b>					
250201	ACH Received Credits	20	\$0.1210	\$2.42	\$1,687.08
250200	ACH Received Debits	27	\$0.1210	\$3.27	\$2,279.65
251057	ACH Filter	21	\$2.7500	\$57.75	\$40,259.84
251050	ACH Positive Pay Accounts	1	\$8.2500	\$8.25	\$5,751.41
<b>Depository Services</b>					
010020	ZBA-Parent Acct Maint	1	\$22.0000	\$22.00	\$15,337.08
010111	ZBA Credit Transfer	22		\$0.00	
010110	ZBA Debit Transfer	37		\$0.00	
010101	Deposits Processed	97	\$0.2269	\$22.01	\$15,344.05
100200	Checks Deposited	484	\$0.0605	\$29.28	\$20,412.26
100015	Branch Cash Processing	18,232		\$0.00	
101320	Remote Capture Checks Deposited	484	\$0.0151	\$7.31	\$5,096.09
101300	Digital Express Monthly Maint	1	\$28.7375	\$28.74	\$20,035.80
101303	Digital Express - Addtl Scanner	1	\$65.0000	\$65.00	\$45,314.10
<b>Account Reconciliation</b>					
20020D	ARP-Issue File Transmission	6	\$8.2500	\$49.50	\$34,508.43
<b>CD ROM Services</b>					
151350	CD ROM-Img Maint	1	\$10.5875	\$10.59	\$7,382.71
151350	CD ROM-Per Add Acct	3	\$1.5125	\$4.54	\$3,165.02
151351	CD ROM-Image Per Item	355	\$0.0275	\$9.76	\$6,804.09
<b>Information Reporting Services</b>					
011000	ETRS-Base Pkg Maint - Gold	1	\$27.2250	\$27.23	\$18,983.12
400272	ETRS-Transaction Record	998	\$0.0274	\$27.39	\$19,094.66
011002	ETRS-Online Accounts	5	\$2.6400	\$13.20	\$9,202.25
250000	ETRS-ACH Module Maintenance	1		\$0.00	
250102	ETRS-ACH Initiated	713	\$0.0484	\$34.51	\$24,058.30
012014	ETRS-Extended Image Search	1	\$3.0250	\$3.03	\$2,112.33
010821	ETRS-Online Security	17	\$3.1059	\$52.80	\$36,808.99
350000	ETRS-Wire Transfer Module	1		\$0.00	
350100	ETRS-Wire Out Domestic	2	\$6.6000	\$13.20	\$9,202.25
20020B	ETRS-Issue / Cancel Transactions	11	\$0.0756	\$0.83	\$578.63
350551	ETRS-Customer Maint Wire Templates	11	\$0.1650	\$1.82	\$1,268.79
250505	ETRS- ACH Batch Initiated	2		\$0.00	
<b>Wire &amp; Other Funds Trnsf Svcs</b>					
350300	Wire IN-Domestic	13	\$7.1500	\$92.95	\$64,799.16
350412	EFT- Wire Notification Paper	15		\$0.00	
Total Analyzed Fees				\$596.73	\$416,004.35
Total Waived Fees				\$0.00	
Total Services Performed				\$596.73	



## ATTACHMENT D RESPONDING TO AN ELECTRONIC BID



# Responding to an Electronic Bid

5 Step Instructions

# Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a procurement portal interface. At the top, there are navigation tabs: 'Board', 'Bids', 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the tabs is a dark blue header bar. Underneath, there is a yellow arrow-shaped button labeled 'Bids'. To the right of this button is a 'Sort By' dropdown menu set to 'Due Date'. Below these elements is a list of bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. Each item has an 'Active' status button on the right. The first item details include: 'City of Fort Pierce - Purchasing Department, Fort Pierce, AZ', 'ID: BID-TSEBIDVINO24JAN01-0-2020/al', 'Broadcast: 1/24/2020', 'Due: 3/1/2020', 'Planholders: 3', and a 'Watch' button. The second item is 'AA-BB-CC-DD-EE' with details: 'agency2.0, Texas, FL', 'ID: EBID-001-946-00-0-2020/AD', 'Broadcast: 2/4/2020', 'Due: 2/29/2020', 'Planholders: 0', and a 'Watch' button. The third item is 'TESTBID' with details: 'agency2.0, Texas, FL'.

Solicitation Name	Status	Agency	ID	Broadcast	Due	Planholders	Watch
TSEBIDVINO24JAN01	Active	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	BID-TSEBIDVINO24JAN01-0-2020/al	1/24/2020	3/1/2020	3	Watch
AA-BB-CC-DD-EE	Active	agency2.0, Texas, FL	EBID-001-946-00-0-2020/AD	2/4/2020	2/29/2020	0	Watch
TESTBID	Active	agency2.0, Texas, FL					

# Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBID Active

### Bid Details

Agency Name	agency2.0
Bid Writer	agency2.0 d
Bid ID	EBID-123456-0-2020/AD
Bid Type	EBID - E-BID
Broadcast Date	02/06/2020 9:40 AM Eastern
Fiscal Year	2020
Due	02/29/2020 11:00 PM Eastern
Bid Status Text	BID STATUS

### Scope of Work

Scope to Work

### Documents

Filename	Type	Date Modified	Status
ferc	Attachment	02/06/2020	Complete

### Distribution Info

Bid Bond	None
Plan (blueprint)	None
E-Bidding	Submit
Distributed By	DemandStar
Distribution Method	Download and Mail
Distribution Options	Bid has no blueprints associated with it
Project Estimated Budget	\$120,000.00
Distribution Notes	None

### Publications

[View Legal Ad](#)

### Pre-Bid Conference

No Pre-Bid Conference Date Found

### Commodity Code

[001-946-00] FINANCIAL SERVICES

[Submit E-Bid Proposal](#)

# Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

If there is not a total bid amount in your submission, please put “0”

Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”

DEMANDSTAR Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses Robyn Gallardi

Home > Bids > TESTBID > My Ebid Response Save & Finish Later Cancel

### Bid Details

Agency Name agency2.0  
Bid Number EBID-123456-0-2020/AD  
Bid Due Date 02/29/2020 (PST)  
Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining  
Bid Name TESTBID

### E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

### E-Bid Response

#### Contact Information

Company Name  
Calgon Carbon Corporation

Address 1  
P. O. Box 717

Address 2  
Address 2 (optional)

City  
Pittsburgh

Country  
United States of Ame...  
State/Province  
Pennsylvania

County  
Select...  
Postal Code  
15230-0717

Phone Number  
4127876810  
Extension  
Extension (optional)

Bid Amount  
127,000 Invalid  
Alternate Bid Amount  
Alternate Bid Amount (optional)

Notes  
For the full 6 month contract (optional)

Next

# Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

**TIP:**

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot displays the DEMANDSTAR E-Bid Response interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user 'Robyn Gallardi' is logged in. The breadcrumb trail is 'Home > Bids > TESTBID > My Ebid Response'. The page title is 'E-Bid Response'.

**Bid Details:**

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020(AD)
- Bid Due Date: 02/29/2020 (PST)
- Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining
- Bid Name: TESTBID

**E-Bid Progress:**

- Contact Information (Completed)
- Documents Upload (Current Step)
- Review Bid (Upcoming)

**Agency Accepted File Formats:**

- Adobe Acrobat (\*.PDF)
- AutoCAD Drawing (\*.DWG)
- AutoCAD Drawing Web Format (\*.DWF)
- GIF Image (\*.GIF)
- JPEG Image (\*.JPG)
- Microsoft Excel (\*.XLS)
- Microsoft Excel (\*.XLSX)
- Microsoft PowerPoint (\*.PPT)
- Microsoft Word (\*.DOC)
- Microsoft Word (\*.DOCK)
- Plain Text (\*.TXT)
- Plot file (\*.PLT)
- Rich Text Format (\*.RTF)
- TIFF Image (\*.TIF)
- WordPerfect (\*.WPD)
- ZIP Compressed Archive (\*.ZIP)

**Required Documents:**

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	None	Choose a file

**Supplemental Documents:**

You can upload additional documents here.

Document Title:

# Step 4 continued

**TIP:**  
There is a place for you to add “Supplemental”, i.e. non-required, documents.

**E-Bid Response**

**Bid Details**

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020/KD
- Bid Due Date: 02/25/2020 (PST)
- Bid Opening: 19 days, 13 hours, 28 minutes, 21 seconds Remaining
- Bid Name: TESTBID

**E-Bid Progress**

- Contact Information
- Documents Upload
- Review Bid

**Required Documents**

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

**Agency Accepted File Formats**

- Adobe Acrobat (\*.PDF)
- AutoCAD Drawing (Web Format) (\*.DWG)
- JPEG Image (\*.JPG)
- Microsoft Excel (\*.XLSX)
- Microsoft Word (\*.DOC)
- Plain Text (\*.TXT)
- Rich Text Format (\*.RTF)
- WordPerfect (\*.WPO)
- AutoCAD Drawing (\*.DWG)
- GIF Image (\*.GIF)
- Microsoft Excel (\*.XLS)
- Microsoft PowerPoint (\*.PPT)
- Microsoft Word (\*.DOCX)
- Plot File (\*.PLOT)
- TIFF Image (\*.TIFF)
- ZIP Compressed Archive (\*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.TXT

**Supplemental Documents**

You can upload additional documents here.

Document Title:  Add Document

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.PDF
References	Electronic/Online	References.PDF
Plans	<input type="text" value="Online/Electronic"/>	<input type="button" value="Choose a file"/>

Previous Upload

# Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web application interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user is logged in as 'Robyn Gallardi'. The main content area is titled 'Review Your E-Bid Response' and contains the following sections:

- Bid Details:**
  - Agency Name: agency2.0
  - Bid Number: EBID-123456-0-2020AD
  - Bid Due Date: 02/29/2020 (PST)
  - Bid Opening: 23 days, 04 hours, 10 minutes, 47 seconds Remaining
  - Bid Name: TESTBID
- E-Bid Progress:**
  - Contact Information
  - Documents Upload
  - Review Bid
- Contact Info:**
  - Company Name: Calgon Carbon Corporation
  - Address 1: P.O. Box 717
  - Address 2:
  - City: Pittsburgh
  - State: Pennsylvania
  - Country: United States of America
  - Postal Code: 15200-0717
  - Phone Number: 4127876810
  - Tax:
  - Bid Amount: 3127,000.00
  - Alternate Bid Amount:
  - Notes: For the full 6 month contract
- Agency Required Documents:**
  - Service Doc agency2.0(Electronic/Online)
- Supplemental Documents:**
  - References(Electronic/Online)

Below these sections, a grey box contains the following text:

After clicking "Submit Response" the following process will begin:

1. We will verify that your response is complete as entered.
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
3. You will receive a confirmation e-mail indicating a successful response submittal.
4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (202) 940-0005.

At the bottom of the page, there are two buttons: 'Previous' and 'Submit Response'. A red arrow points to the 'Submit Response' button.



## AFFIDAVITS





## NON-COLLUSION AFFIDAVIT

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

STATE OF FLORIDA       )  
  )  
COUNTY OF \_\_\_\_\_)

The undersigned being first duly sworn as provided by law, deposes, and says:

This Affidavit is made with the knowledge and intent that it is to be filed with the City of Sunny Isles Beach City Commission and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Bid.

The undersigned is authorized to make this Affidavit on behalf of,

\_\_\_\_\_  
(Name of Corporation, Partnership, Individual, etc.)

a, \_\_\_\_\_, formed under the laws of \_\_\_\_\_  
(Type of Business) (State)

of which he is \_\_\_\_\_.  
(Sole Owner, Partner, President, etc.)

Neither the undersigned nor any person, firm, or corporation named in above Paragraph 10.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Bid by the City, also that no head of any department or employee therein, or any officer of the City of Sunny Isles Beach, Florida is directly interested therein.

This Bid is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 10.2 has not colluded, conspired, connived or agreed directly or indirectly with any proposers or person, firm or corporation, to put in a sham Bid, or that such person, firm or corporation, shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said Bid or Bids of any other proposers; and all statements contained in the Bid or Bids described above true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 10.2, has directly or indirectly submitted said Bid or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

\_\_\_\_\_  
AFFIANT'S NAME

\_\_\_\_\_  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_;

Type of identification \_\_\_\_\_

(Affix seal here)

\_\_\_\_\_  
NOTARY PUBLIC (name printed or typed)



## PUBLIC ENTITY CRIMES

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

### **SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

#### **PUBLIC ENTITY CRIMES**

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

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

11.1. This sworn statement is submitted to City of Sunny Isles Beach

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is:

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

and (if applicable) its Federal Employer Identification number (FEIN) is \_\_\_\_\_.  
(If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

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

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

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

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

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

market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 11.1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
(AFFIX NOTARY STAMP HERE)

Signature:  
\_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_



EQUAL OPPORTUNITY /  
AFFIRMATIVE ACTION

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



# CONFLICT OF INTEREST

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

## **CONFLICT OF INTEREST STATEMENT**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Sunny Isles Beach or its agencies.

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn, deposes, and states:

**18.1.** I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.

**18.2.** The above named entity is submitting a Bid for the City of Sunny Isles Beach, Bid No. \_\_\_\_\_ described as: Golden Shores Street Lighting. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

**18.3** The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

**18.4** Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

**18.5** Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

**18.6** Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

**18.7** I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the City of Sunny Isles Beach.

**18.8** I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Sunny Isles Beach.

**18.9** In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Sunny Isles Beach.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Print or Type Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Personally Known \_\_\_\_\_ OR  
 Produced Identification \_\_\_\_\_; Type of Identification \_\_\_\_\_

**NOTARY PUBLIC STATE OF FLORIDA**



## DISPUTE DISCLOSURE

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

### **DISPUTE DISCLOSURE FORM**

**Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.**

**19.1.** Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**19.2.** Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**19.3.** Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title



# ANTI-KICKBACK

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

## **ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA        )  
  )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the City of Sunny Isles Beach or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name of person], as \_\_\_\_\_ [type of authority], for \_\_\_\_\_ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

\_\_\_\_\_  
**Notary Public – State of Florida**

\_\_\_\_\_  
Print or Type Commissioned Name

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





# CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.135]

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certifies that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **E-Verify Affidavit**

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Sunny Isles Beach are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Offeror Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

### **Notary Public Information**

Sworn to and subscribed before me on this this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_

Is personally known to me

Has produced identification (type of identification produced: \_\_\_\_\_)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print or Stamp of Notary Public

\_\_\_\_\_  
Expiration Date



# AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
2. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138, Florida Statutes.
3. Entity is not organized under the laws of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
4. Entity does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
5. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: \_\_\_\_\_, 20\_\_

Signed: \_\_\_\_\_

Entity: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

State of Florida at Large (Seal)

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_