

Town of Lauderdale-By-The-Sea



REQUEST FOR PROPOSAL No. 12-04-01

TREASURY MANAGEMENT AND BANKING SERVICES

RFP OPENING: June 7, 2012, 2:00 P.M.

Town Hall

4501 Ocean Drive

Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSAL NO. 12-04-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified financial institutions to submit proposals to provide:

TREASURY MANAGEMENT AND BANKING SERVICES

The Town intends to award a contract to a financial institution to provide the services described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 2:00 p.m. (local), June 7, 2012, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

There will be an optional pre-proposal meeting at 10:00 a.m. on May 15, 2012 at Town Hall for the purpose of answering questions regarding the RFP. Questions should be submitted via mail, electronic mail or fax to the attention of the Town Clerk by 5:00 pm May 11, 2012.

See Part II, Section H, for information regarding submitting a proposal.

The Town's contact information for this RFP is:

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-640-4202
Fax: 954-640-4236
Email: junew@lbts-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

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PART I - STATEMENT OF SERVICES

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,000 that increases to between 9,000-11,000 during the winter season. The Town is soliciting proposals from qualified public depositories (per Chapter 280, Florida Statutes) which have a branch or their main office in Broward County, Florida that are interested in providing banking services to the Town. The Town is seeking a comprehensive treasury management and banking services solution that will ensure the safety and preservation of capital, improve operational efficiencies, and maximize the return on liquid assets; while minimizing costs to the Town.

B. GENERAL INFORMATION ABOUT LAUDERDALE BY THE SEA TREASURY MANAGEMENT AND BANKING ACTIVITY

The Town desires to maintain separate accounts for each of the following functions and other accounts as the Town deems necessary based on operational and regulatory requirements. All of these accounts should be interest-bearing except for the Payroll and Parking Meter Clearing Accounts.

| | Average Balance |
|---------------------------------------|-----------------|
| General Fund – Main Operating Account | \$ 6,800,000 |
| Capital Fund | 3,700,000 |
| Sewer Fund | 1,500,000 |
| Parking Fund | 350,000 |
| Emergency Reserve | 2,300,000 |
| Police Forfeiture Fund | 200,000 |
| Payroll Clearing | - |
| Parking Meter Clearing | - |
| | |
| Total | \$ 14,850,000 |

The Town may be required or may desire to open additional accounts, or change account types during the contract period. If this occurs the new accounts and their services shall be charged at the contracted rates.

Average balances of the Town's accounts are subject to change at the discretion of the Town Commission. Any such changes would likely be the result of future investment activity and / or capital spending.

The Town has established nine recurring payments that are automatically debited directly to the Town's accounts. The Town desires to continue this process, ideally controlling the process ourselves. Specifically, the Town desires the capability to enter new vendors and schedule recurring payments via an online system while being able to ensure that such expenditures are approved independently of person initiating the transaction. In addition to the recurring payments, the Town issues approximately 140 checks totaling \$775,000 each month.

Payroll processing is outsourced to ADP. Every other week ADP transmits a file containing payroll distribution details. Practically all of the Town's approximately 35 employees are paid via ACH. The payroll distribution file is transmitted on Tuesday or Wednesday of every other week and the funds are available to the employees by Friday morning.

Parking fees are a significant source of revenue to the Town. Parking fees are paid via cash (including coins) and credit cards. Cash receipts (bills) are delivered to a local branch daily while coins are deposited by Brinks bi-weekly. In recent months, the coin deposits have averaged approximately \$40,000 per month.

C. SCOPE OF SERVICES

1. **Main Operating Account:** Establish an operating account for the Town. The Town's main operating account covers a variety of activities. Deposits will be made by Town employees daily. The bank may issue a conditional receipt pending subsequent verification of the deposit. This is an interest bearing account. In its response, the bank should specify the interest rate on such account or how the rate is to be determined.
2. **Wire and Electronic Funds Transfers:** The bank will be required to accept and send wire and electronic funds transfers. The bank should clarify, in writing, the method and policy of handling transfers including cut-off times. The bank will be required to accept verbal and internet requests from an established list of authorized Town personnel for the execution of transfers of Town funds. The bank will provide a mechanism to ensure that any such transfers are independently approved by authorized Town personnel.
3. **Stop Payments:** The bank should have the capability to receive stop payment orders from authorized Town personnel via the internet. The Town currently averages less than one stop-pay per month and desires online stop pay services at no cost to the Town.
4. **Returned Items:** Checks from customers of the Town which have non-sufficient funds should automatically be resubmitted for payment the next banking day before being returned to the Town as an NSF check.
5. **Overdrafts:** The Town does not intentionally overdraw accounts. If, however, an account is overdrawn, the bank must honor all checks presented. No Town issued check is to be returned unless payment was stopped.
6. **Bank Statements:** Monthly bank statements ending on the last day of each month will be provided for all Town accounts. Statements must be received by the Town's Finance Department within five working days following the end of the month. The bank will submit with the statement a printed list of the cleared checks in check number order, identifying the

check number, the check amount, and the date each check cleared the bank. Breaks should be obvious where checks in numeric sequence are missing. Digital images of all the canceled checks sorted in numerical order must be provided with the statement or within five days thereafter.

7. **ACH Services:** The bank must be both a sending and receiving bank on the Automated Clearing House (ACH) system. The bank should have the capability to receive electronic ACH files from authorized Town personnel. The Town utilizes a direct deposit payroll system for all of its employees. The bank must have the capability to process payroll files electronically with deposits going to the employees' bank accounts at the financial institutions of their choice. The Town's Finance Department must be notified of any deposits that are rejected by the receiving banks.
8. **Cost of Services:** The Town reserves the right to utilize either a fee basis or compensating balance basis (or a combination of each) for payment of banking services under the contract. The Town reserves the right to change the payment methodology during the contract period upon no less than 30 days written notice to the bank with the change commencing on the first of a next calendar month. This will enable the Town to take advantage of changing interest rate environments. A complete monthly account analysis will be required regardless of the method of payment.

All item and account charges will remain at the proposal price quoted on proposal form for the duration of the contract period regardless of changes in service volumes during the period. Should new services be required during the contract period not contemplated by this RFP, those services will be provided at fees not more than the bank's then-current published rate and approved by the Town.

9. **Credit Card/Purchase Card:** The bank will provide credit card/purchase cards to the Town Manager, Assistant Town Manager, Finance Director, and Director of Municipal Services. There shall be no annual fee for this service and total monthly charges to the credit/ purchase cards will be debited to the main operating account monthly.
10. **Disaster Recovery:** The bank shall provide information regarding their disaster recovery plan including specific plans related to servicing the Town in the event of a disaster. Additionally, the bank shall provide information regarding their ability to provide uninterrupted service.
11. **Online Account Management:** The bank must have established online account management capabilities that authorized Town personnel can utilize to manage Town accounts. The Town anticipates utilizing the bank's online system to perform a number of functions, including but not limited to, monitoring daily account activity, entering stop pays, entering recurring and non-recurring wire transfers, and processing inter-fund transfers. The bank should include a listing of the services offered through their on-line system and the advantages of utilizing the on-line system.
12. **Continuous Services:** The bank will have and maintain sufficient staff to support these requirements on a continuing basis without interruption of service. Server problems or

repeated breakdown of electronic service will be just cause for cancellation of the Agreement by the Town. The Town requires that the bank designate one of its officers to act as a liaison with the Town, at no cost, for matters regarding the Town's account. The Town shall have the right to approve the person so designated or their successor liaison. Should the Town object to the person so designated, the bank will replace them with a qualified person, acceptable to the Town, forthwith.

13. **Access to Records:** From time to time, authorized Town representatives shall require copies of items included in deposits made by the Town to resolve balancing issues or disputes with customers. Such items will be provided to the Town immediately upon request. The bank should include in its response the time to provide and cost.
14. **Holiday Closings:** A holiday schedule should be provided.
15. **Line of Credit:** The Town is interested in having a minimum \$3,000,000 line of credit based off 1-3 month LIBOR or an appropriate timeframe index. The bank shall include information regarding terms, conditions and the related fees.
16. **Optional Banking Services:** As the Town continually seeks to improve operations and cash management, it will look to its bank for creativity, expertise, and flexibility. The bank may, in addition to the Required Banking Services, submit proposals for other optional services, which the bank or the Town feels would be in the best interest of the Town.

D. TECHNICAL REQUIREMENTS

Proposers must meet the following minimum criteria:

1. Certification as a "Qualified Public Depository" under the Chapter 280 of the Florida Statutes.
2. Have a branch or their main office within Broward County, Florida.
3. Submit a notarized sworn statement regarding public entity crimes as required by Section 287.133 of the Florida Statutes.
4. Submit an audited annual financial statement for its most recent fiscal period along with the proposal. The bank will also be required to provide annual financial statements throughout the contract period.
5. Provide the bank's most recent HighLine (Thomson Financial), Verbanc or comparable bank rating from an independent bank rating service, as well as the Comptroller of the Currency Rating, if applicable, along with the proposal. If not available, provide the ratings on the bank's senior and subordinate debt. The bank will be responsible for notifying the Town within thirty (30) days of any change in this rating, or the rating on its senior or subordinate debt, during the entire contract period.

E. *INSURANCE AND LICENSES*

Banks shall be insured by the Federal Deposit Insurance Corporation (FDIC) and have all other necessary collateralization and insurance. Proposers are assumed to be familiar with all Federal, State, and Local Laws, Ordinances, Rules and Regulations that are applicable when dealing with public funds. Ignorance on the part of the proposer in no way relieves them from responsibility for compliance with said laws, ordinances, rules, and regulations.

END OF PART I

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP):

Proposer shall mean financial institution submitting a response to this RFP.

Town shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact information for the purpose of this RFP shall mean:

Town Clerk

4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-640-4202.
Fax: 954-640-4236
Email: junew@lbts-fl.gov

B. INVITATION TO PROPOSE; PURPOSE

The Town solicits proposals from responsible Proposers to perform services for or provide goods and/or services to the Town as specifically described in Part I, Statement of Services.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their

proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail, electronic mail or fax written inquiries for interpretation of this RFP to the attention of the Clerk. Please mark the correspondence "RFP No. 12-04-01 QUESTION".

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for receiving the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Clerk. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING There will be an optional pre-proposal meeting at 10:00 a.m. on May 15, 2012 at Town Hall for the purpose of answering questions regarding the RFP. Please submit your questions mail, electronic mail or fax your questions to the attention of the Town Clerk by 5:00 pm May 11, 2012.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original and nine (9) copies of the proposal in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea
RFP No. 12-04-01
Treasury Management and Banking Services

Submitted by: _____
Address: _____.

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Due to the irregularity of mail service, the Town cautions Proposers to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the

Office of the Town Clerk before proposal opening time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the opening. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or competed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal
This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of services and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.
2. Title Page
The title page shall show the name of Proposer's agency/firm, address, and telephone number, name of contact person, date, and the RFP No. and the Project name (i.e., Treasury Management and Banking Services).
3. Table of Contents
Include a clear identification of the material by section and by page number.
4. Organization Profile and Qualifications
This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s)' background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, D, E and F. All RFP forms are included as exhibits this document.

5. Experience

The Proposer must describe its expertise in and experience with providing services similar to those required by this RFP. Describe previous experience relating to the Scope of Services requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the services provided and include contact information for references and the time the institution was engaged.

6. Compensation

The proposal shall document the fee proposal for the services on RFP Form C.

7. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided. The proposal shall document the fee proposal for the services on RFP Form D.

8. Historical Rates Schedule

The Proposer must provide Earnings Credit Rates, Interest Bearing Accounts Rates, Money Market Account Rates, and if applicable Sweep Alternative Rates for the past 12 months. The proposal shall document historical rates on RFP Form E.

9. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

J. PROPOSAL – Procedural Information

1. Interviews:

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. Request for Additional Information:
The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.
3. Proposals Binding:
All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following opening. Town may desire to accept a proposal after this time. In such case, Proposer may choose whether or not to continue to honor the proposal terms.
4. Alternate Proposals:
An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.
5. Proposer's Certification Form:
Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. **This form must be acknowledged before a notary public with notary seal affixed on the document.**

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required

documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including principals and senior management, before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and Proposers. The Town's decisions will be final. The following criteria will be used by the Town as the weighting basis for evaluating the proposals:

- 40 % - banking services costs and earnings potential,
- 30 % - responsiveness and ability to provide services and reports required,
- 10 % - experience, references, and continuity of bank and bank officials,
- 15 % - bank's creditworthiness and stability (including the bank's ability to provide collateral for deposits), and
- 5 % - community involvement

The Town will consider the availability of services and the cost of those services as well as the earnings potential on idle funds under the contract. All these elements will be combined for evaluation of the proposals. The contract may not be awarded to the institution submitting the lowest price proposal. The Town will choose the institution submitting the best, most responsive overall proposal to satisfy the Town's needs.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager may request oral presentation from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
3. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
4. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
5. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
6. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

End of Part II

RFP Form A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of corporation under which you do business and the address of the place of business as well as the name of the president and secretary.
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The names of the corporate officers:
2. The address of the principal place of business is:
3. Company telephone number, fax number and e-mail addresses:
4. Number of employees:
5. Name of principle bank contact to be assigned to this contract:
6. Company identification numbers for the Internal Revenue Service:
7. Provide Broward County occupational license number, if applicable, and expiration date:
8. How many years has your institution been in business? Does your institution have a specialty service or target market?
9. List the last five municipal clients that the institution has engaged. Please provide a description the services provided.

| Name of Project | Contract with: | Total Deposits |
|-----------------|----------------|----------------|
| | | |
| | | |
| | | |
| | | |
| | | |

(Continue list as necessary)

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B, C, D & E are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Proposer guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four references with other municipalities or other governmental agencies or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Fax Number _____

Email Address: _____

2. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Fax Number _____

Email Address: _____

3. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Fax Number _____

Email Address: _____

4. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Fax Number _____

Email Address: _____

RFP Form C

PRICE PROPOSAL FORM

Forms A, B, C, D & E are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
 The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Detailed Fee Schedule

| | Total | Unit Price | Total Charge | Required Compensating Balance |
|--------------------------------------|-------|------------|--------------|-------------------------------|
| DEMAND DEPOSIT SERVICES | | | | |
| ACCOUNT MAINTENANCE - MONTHLY | 18 | _____ | _____ | _____ |
| DEPOSITS CREDITED | 118 | _____ | _____ | _____ |
| ELECTRONIC CREDITS POSTED | 43 | _____ | _____ | _____ |
| ITEMS DEPOSITED | 180 | _____ | _____ | _____ |
| DEPOSIT CORRECTION | 2 | _____ | _____ | _____ |
| ITEMS PAID | 153 | _____ | _____ | _____ |
| ELECTRONIC DEBITS POSTED | 23 | _____ | _____ | _____ |
| ZERO BALANCE SERVICES | | | | |
| ZBA SUPER MASTER ACCOUNT | 1 | _____ | _____ | _____ |
| ZBA MASTER ACCOUNT | 1 | _____ | _____ | _____ |
| ZBA SUB ACCOUNT | 2 | _____ | _____ | _____ |
| RETURNED CHECK SERVICES | | | | |
| DEPOSITED ITEM RETURNED | 2 | _____ | _____ | _____ |
| BRANCH/NIGHT DEPOSIT SERVICES | | | | |
| BRANCH CASH OTC DEPOSIT | 51 | _____ | _____ | _____ |
| CASH VAULT SERVICES | | | | |
| CASH VLT MONTHLY MAINT | 1 | _____ | _____ | _____ |
| CASH VAULT DEPOSITS | 8 | _____ | _____ | _____ |
| VLT COIN DEPOSIT MIX BAG | 40 | _____ | _____ | _____ |
| DEPOSIT RECEIPT FAXED | 8 | _____ | _____ | _____ |
| IMAGE DELIVERY SERVICES | | | | |
| CD-ROM PREMIUM CD | 5 | _____ | _____ | _____ |
| CD ROM IMAGES PER ITEM | 273 | _____ | _____ | _____ |

WIRE TRANSFER SERVICES

| | | | | |
|--------------------------------|----|-------|-------|-------|
| WIRE TRSF MONTHLY MAINT/ACCT | 1 | _____ | _____ | _____ |
| W/T STANDING ORDER OUTGOING | 5 | _____ | _____ | _____ |
| W/T STANDING ORDER INTERNAL | 3 | _____ | _____ | _____ |
| ONLINE ACCOUNT MANAGEMENT TOOL | | | | |
| OCM PREMIUM PACKAGE/PER MONTH | 1 | _____ | _____ | _____ |
| OCM-ACCOUNT MAINTENANCE | 18 | _____ | _____ | _____ |

Assumed Average Leger Balance \$16,700,000

Instructions: Show the unit cost, estimated monthly cost, and required compensating balance for each line item as applicable. If the table above is not conducive to detailing your institution's proposed fee structure please use the assumptions regarding transaction volume and average ledger balance detailed above to develop a pro-forma estimate of the monthly charges. To the extent that the proposed fee structure is based on transaction volume, the relationship between each variable and the resulting monthly fee should be clear. Please feel free to add additional line items and the associated fees as appropriate.

By: _____

Date: _____

Name: _____

Title: _____

RFP Form D

APPROACH TO PROVIDING SERVICES

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: _____

Name of authorized representative of Proposer: _____

1. **Consolidated Account Structure with Sweep Mechanism**

The Town is interested in assuring that all funds are earning at the best, then-current interest rates available at all times. The Town currently pays for services using a combination of a fee and compensating balance. The Town intends to evaluate the use of an automated, daily sweeps to a AAA-rated, no-load, SEC-registered money market mutual fund (or bank alternative if applicable and competitive) in order to maximize yield while ensuring preservation of capital and liquidity. If the bank has a valid alternative to a SEC money market fund which is in compliance with the Town's Investment Policy, it may be presented.

- a. Fully describe the proposed sweep mechanism – or current option - focusing on the bank's most cost effective structure. Detail the cost structure for ZBA and direct sweep options if applicable. Detail how the above discussed account structure could be most effectively structured.
- b. If the bank is proposing an alternative to a sweep, such as an indexed interest bearing account, detail and describe fully.
- c. Describe how sweep activity will be reported on a daily basis on Town reports, i.e. will daily activity reports show balance amounts being swept in and out of the accounts?
- d. If an SEC registered money market fund is utilized for the sweep proposal, provide the full name and identifying Committee on Uniform Securities Identification Procedures (CUSIP) number of the fund along with a copy of the prospectus. (No repurchase agreements or off-shore sweeps will be permitted.)
- e. Are funds swept at end of day or next day? If next day, how are funds invested and collateralized over-night? At what rate does the delayed investment earn?
- f. What is the bank's estimate for the anticipated FDIC assessment in basis points?
- g. Provide the proposed computation basis for interest bearing and money market accounts if rates are directly set on an index.
- h. Interest earned on interest bearing accounts shall not be charged as an expense on the account analysis.

2. **Standard Deposit Services**

All cleared deposits received by the bank's established deadline must be processed for same day credit. The bank shall guarantee immediate credit on all incoming wire transfers, ACH transactions, on-us items, and U.S. government security maturities and coupon payments. Failure to credit Town accounts in a timely fashion will require interest payment reimbursement to the Town at the then-current daily Fed Funds rate.

- a. Does the bank image all deposit slips? Deposit items? When and how are they available?
- b. Are images sent to the Town by CD or available only online?
- c. What is the bank's daily cut-off time to assure same day ledger, and - pending availability - collected credit? How does this vary by location (branch teller, vault)?
- d. Describe how and when are credit/debit advices sent to the Town? Is this in electronic or paper form?
- e. What type deposit bags are used/required? Are these available from the bank?
- f. Are dual verification security measures always used on receipt of all deposits?
- g. Include a list of all the bank's deposit locations and alternatives.

3. **Automated Cash Management Information**

The Town requires basic automated cash management information on a cost effective and efficient basis. The Town requires timely access to transactions and daily balance reporting to balance internal information and transaction detail.

- a. Fully describe the bank's on-line service capabilities. List the system functions/capabilities (i.e. balance reporting, wires, positive pay, stop pay, etc.).
- b. Are all service modules bundled or are individual modules priced separately? What services or reporting services are charged separately, if any?
- c. What is the bank's back-up process to provide balance reporting and transactions in case of system non-availability?
- d. Submit samples of major screens available. Provide a website (and sign-on information if required) for an on-line review of the system, if available.
- e. How are individual security sign-ons assigned and who (client or bank) maintains the security module. How many levels of security are available/required?

4. **Funds Transfer and Wire Services**

- a. Incoming wire transfers must receive immediate same day collected credit. Wire initiation should be available online. The Town requires that wires be released the same business day if information is provided by the established deadline. Describe the process of online wire initiation.
- b. What back-up process is available for the on-line process?
- c. How and when will the bank notify the Town of incoming wires? Online? E-mail alerts?
- d. Include a description of security provisions for wire initiation including security levels available or required for initiation and release.

- e. Is future dating available for both repetitive and non-repetitive wires and transfers? How far in advance?
- f. Are inter-account transfers able to be completed online? Is there a fee for inter-account transfers?

5. Optical Imaging

- a. Is optical imaging currently available for checks? On-line?
- b. Is a monthly CD produced? What items are captured on the monthly CD?
- c. If no monthly CD is provided are images available for download?
- d. What items and reports are available on-line (checks, statements, deposit slips, deposited items, etc.)? Are these available for download?
- e. When is the monthly CD available? Is there a charge for additional CDs?
- f. How long are check images retained on-line? Does the bank provide optional extended availability?

6. ACH Services

ACH is currently used for employee payroll; however the Town is considering expanding the use of ACH for recurring vendor payments. The Town requires a pre-notification on all new addresses.

- a. Describe the batch transmission requirements for ACH transactions.
- b. Is the Town able to initiate individual ACH transactions on line?
- c. Are filters available for ACH transactions? Are blocks available? Define each.
- d. Are ACH addenda shown in their entirety on-line and on reports?
- e. Is the account debited when the transaction is initiated or on settlement?
- f. What is the bank's policy on pre-notes? Is the pre-note charged as a standard ACH transaction?

7. Collateral Requirements

Authorized collateral, as defined below, must be pledged against the total time and demand deposits net of FDIC insurance with a 102% margin on the collateral maintained daily by the bank. The proposal must state agreement to the following terms and conditions.

- All collateral pledged to the Town must be held in an independent, third party bank outside the bank's holding company.
- All time and demand deposits above FDIC coverage shall be collateralized at a minimum of 102% of principal plus accrued interest at all times.
- The bank shall be contractually liable for the continuous monitoring and maintaining of collateral at the Town's required margin levels.
- Pledged collateral shall be evidenced by original safekeeping receipts/report sent directly to the Town by the custodian within one business day of receipt.
- The Town shall receive a monthly report of collateral pledged from the custodian including description, par, and CUSIP.

- Substitution rights shall be granted if the bank obtains the Town's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.
 - a. State the bank's acceptance of the collateral conditions above.
 - b. Does the bank propose any collateral charges, if so under what conditions are they charged and how is the charge applied?

8. Account Analysis

Quarterly account analysis reports must be provided for each account and on a consolidated account basis.

- a. Provide a sample account analysis including calculation bases.
- b. When is the analysis available each quarter: on-line and paper?
- c. How long is the analysis maintained on line?
- d. Is the analysis included on the CD-Rom?

9. Monthly Statements

The bank must provide monthly account statements on all accounts. All accounts must be on a calendar monthly cycle and statements received on a timely basis. Timeliness of statements is critical and non-performance will be grounds for termination of contract.

- a. Provide a sample monthly statement.
- b. When are monthly statements available each month: online and paper form? If online, when and how long?
- c. Are the statements on the monthly imaged CD-Rom?
- d. Is the paper statement also sent to the Town, if available online?

10. Stop Payments

The Town has less than 12 stop pays per year and desires online stop pay services at no cost to the Town.

- a. What are the options available for stop pays periods?
- b. What are the options for extended stop pay periods? How is a stop pay extended?
- c. What is the deadline for same day action on stop pays?
- d. Can stop pay orders be initiated on-line? Is there any paper follow-up document required?
- e. What information on current and expiring stop pays is available on-line?
- f. Please confirm that there will be no costs to the Town for on-line stop pay services.

11. Purchasing Card / Commercial Program

The Town is interested in exploring purchasing card / commercial card programs as a means streamlining accounts payable activity (thereby improving operational efficiency) as well as potential earning cash rebates based on the Town's spend.

- a. Please describe your purchasing card / commercial card program including associated fees to the Town, if any.
- b. Please describe potential opportunities to earn cash rebates based on monthly / annual spend.
- c. Please indicate whether transactions can be monitored / approved / rejected on-line and the required timelines for doing so.
- d. Describe the online reporting capabilities (e.g., transaction reports by cardholder, by vendor, for specific periods).

12. Timeline

Provide a proposed timeline for implementation of the contract including the timeline activities and direct responsibilities of the Town and the bank during implementation.

By: _____

Date: _____

Name: _____

Title: _____

RFP Form E

HISTORICAL RATES SCHEDULE

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: _____

Name of authorized representative of Proposer: _____

| Earnings Credit Rate (ECR) | | Notes, if applicable |
|-------------------------------|-------------|-------------------------|
| Month / Year | Rate (%) | |
| Apr-11 | _____ | _____ |
| May-11 | _____ | _____ |
| Jun-11 | _____ | _____ |
| Jul-11 | _____ | _____ |
| Aug-11 | _____ | |
| Sep-11 | _____ | |
| Oct-11 | _____ | |
| Nov-11 | _____ | |
| Dec-11 | _____ | |
| Jan-12 | _____ | |
| Feb-12 | _____ | |
| Mar-12 | _____ | |

| Interest Bearing Accounts | | Notes, if applicable |
|---------------------------|----------|----------------------|
| Month / Year | Rate (%) | |
| Apr-11 | _____ | _____ |
| May-11 | _____ | _____ |
| Jun-11 | _____ | _____ |
| Jul-11 | _____ | _____ |
| Aug-11 | _____ | |
| Sep-11 | _____ | |
| Oct-11 | _____ | |
| Nov-11 | _____ | |
| Dec-11 | _____ | |
| Jan-12 | _____ | |
| Feb-12 | _____ | |
| Mar-12 | _____ | |

| Money Market Accounts | | Notes, if applicable |
|-----------------------|----------|----------------------|
| Month / Year | Rate (%) | |
| Apr-11 | _____ | _____ |
| May-11 | _____ | _____ |
| Jun-11 | _____ | _____ |
| Jul-11 | _____ | _____ |
| Aug-11 | _____ | |
| Sep-11 | _____ | |
| Oct-11 | _____ | |
| Nov-11 | _____ | |
| Dec-11 | _____ | |
| Jan-12 | _____ | |
| Feb-12 | _____ | |
| Mar-12 | _____ | |

| Sweep Alternative(s) | | Notes, if applicable |
|----------------------|----------|----------------------|
| Month / Year | Rate (%) | |
| Apr-11 | _____ | _____ |
| May-11 | _____ | _____ |
| Jun-11 | _____ | _____ |
| Jul-11 | _____ | _____ |
| Aug-11 | _____ | |
| Sep-11 | _____ | |
| Oct-11 | _____ | |
| Nov-11 | _____ | |
| Dec-11 | _____ | |
| Jan-12 | _____ | |
| Feb-12 | _____ | |
| Mar-12 | _____ | |

By: _____

Date: _____

Name: _____

Title: _____

RFP FORM F

Proposer: _____

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute a contract, and such contract must be approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder,

employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By: _____
Signature

Print Name and Title

Mailing Address

State of _____

County of _____

Sworn to and subscribed before me this ____ day of _____, 2012.

Notary Public

My Commission Expires