

SPECIFICATIONS FOR:

City of Winter Garden

REQUEST FOR PROPOSAL NUMBER: FN10-001

Pre-Proposal Meeting

10:00 AM (local time)
April 26, 2010

Proposal Opening

2:00 PM (local time)
May 28, 2010

Location:

City of Winter Garden
City Hall
300 West Plant Street
Winter Garden, FL 34787

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REQUEST FOR PROPOSAL
Proposal Number: FN 10-001

GENERAL BANKING AND CUSTODY / TRUSTEE SERVICES

for the
City of Winter Garden

Proposals will be received by the City of Winter Garden until 2:00 PM (local time), on May 28, 2010, at which time they will be opened at City Hall, 300 West Plant Street, Winter Garden, FL, for selecting one or more financial institutions to provide General Banking and Custody / Bond Trustee Services.

A Pre-Proposal Conference will be held at 10:00 AM (local time), April 26, 2010 the City of Winter Garden, City Hall, 300 West Plant Street, Winter Garden, FL 34787. Attendance is required if you are submitting a proposal.

All Proposals must be submitted in accordance with Request For Proposal Number FN 10-001, which may be obtained after 8:30 AM (EST) on March 26, 2010 from:

City of Winter Garden
Finance Department
300 West Plant Street, City Hall
Winter Garden, FL 34787
(407) 656-4111 ext 2313

GENERAL INFORMATION

REQUEST FOR DISTRIBUTION SHEET AND PRE-PROPOSAL ATTENDANCE SHEETS

Copies of the Request for Proposal (RFP) distribution records or the Pre-Proposal Attendance Sheet may be requested by contacting the City of Winter Garden Finance Department.

SUBMISSION OF PROPOSALS

Proposals submitted in advance of the time set for opening should be delivered to the City of Winter Garden, Attn: Finance Department, 300 West Plant Street, Winter Garden, FL 34787. Proposers are fully responsible for delivery of proposals. Reliance upon mail or public carrier is at Proposer's risk. Late proposals, as solely determined by the City of Winter Garden's clock, will not be opened or considered.

PROPOSAL OPENING PROCEDURES

Depending on the type of project for which proposals are requested, the items read at the opening will vary. Sealed proposals are not public records subject to mandatory disclosure under the Florida Public Records Law until such time as the CWG provides notice of a decision or intended decision to award the contract or within ten (10) working days after opening, which ever is earlier (119.07 (3) (m), Florida Statutes). All parts of proposals, including exhibits, are subject to the Public Records Law, and a Proposer may not exclude any portion of the Proposal unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for pre-qualification of Bidders on public works projects.

REQUESTS FOR PROPOSALS RESULTS OR AWARD OF CONTRACT

Proposers desiring a copy of the unofficial tabulation sheet, which will contain only the items considered necessary by the City of Winter Garden, must include a stamped, self-addressed envelope with their proposal. Or, Proposers may request a copy be sent to them by facsimile, or may obtain a copy after the proposal opening in the Finance Department. Proposers wishing to view proposals submitted, subject to the above Public Records requirements, must arrange an appointment by contacting the City of Winter Garden at (407) 656-4111. If copies are requested, an appropriate charge will be assessed, and all copies will be made solely at the convenience of the City of Winter Garden. All Proposers will be notified by mail of the award of the contract after action by the City of Winter Garden Awards Committee. Anyone else wishing award information should submit a request in writing and include a stamped, self-addressed envelope.

PROPOSAL RESULTS OR AWARD RESULTS WILL NOT BE GIVEN BY TELEPHONE OR PURSUANT TO VERBAL REQUEST.

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ARTICLE I – INSTRUCTIONS TO PROPOSERS

1.01 RECEIPT AND OPENING OF PROPOSALS

The City of Winter Garden will receive Proposals until May 28, 2010 at 2:00 PM (local time) for the purpose of selecting one or more financial institutions to provide General Banking and Custody / Bond Trustee Services for the CITY OF WINTER GARDEN. The Proposals will be publicly opened at the City of Winter Garden, City Hall, 300 West Plant Street, Winter Garden, Florida at the above stated time and date.

1.02 DELIVERY OF PROPOSALS

An original and five (5) copies of the Proposal and all required supplemental material listed on the Proposal Form must be submitted in a sealed package. The package should be labeled to read: "FN 10-001, General Banking Services, May 28, 2010, 2:00 PM (local time)", and addressed or delivered to the City of Winter Garden, Attn: Finance Department, 300 West Plant Street, Winter Garden, FL 34787.

Each Proposal package submitted must clearly show the Proposers company name on the outside. Facsimile Proposals will not be accepted. Any Proposals received after the above stated date and time will **NOT** be accepted and/or evaluated. Each Proposer is fully responsible for ensuring that its Proposal is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by US Mail, public carrier or otherwise. This RFP does not commit City of Winter Garden to pay costs or expenses of any kind incurred by the various Proposers during proposal preparation, submittal or presentations, if any.

1.03 CONTRACT DOCUMENTS

The Contract Documents give the description of the services to be performed under this Contract. The required qualifications of Proposers, other technical information, and the term of the contract are also contained in these documents. The date, time and location of the receipt and opening of proposals are listed in Article 1.01.

1.04 EXAMINATION OF CONTRACT DOCUMENTS

The Proposer is required to carefully examine the Scope of Services required and the Contract Documents. It will be assumed that the Proposer has investigated and is fully informed of the conditions, the character and quality of services to be performed, and the type of services to be provided, and of the requirements of the Contract Documents.

1.05 OBLIGATION OF PROPOSERS

The Proposer must fully learn of the City of Winter Garden's requirements for the services to be provided. Failure to do so will not relieve a successful Proposer of its obligation to carry out the provisions of the RFP. The Proposer must be familiar and comply with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the services. In addition, the Proposer will be held responsible for having examined the details of the proposed Scope of Services. The Proposer will use its personal knowledge and experience or professional knowledge as to the character of the proposed services, and any other conditions surrounding and affecting the proposed services. The submittal of a Proposal will be construed as evidence that all Proposer obligations have been satisfied and no subsequent allowance will be made in this regard.

1.06 ADDENDA – CHANGES WHILE PROPOSING

No interpretation of the meaning of any part of the RFP, nor corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer orally. All requests for written interpretations or corrections **MUST** be in writing addressed to the City of Winter Garden Finance Department, 300 West Plant Street, Winter Garden, FL 34787 or Fax: (407) 654-5688. Proposers shall not contact the Board of Commissioner's regarding this RFP.

All requests must be received at least five (5) business days before the May 28, 2010, Proposal Opening date to be given any consideration. All such interpretations and supplemental instructions will be in the form of a written "Addenda" to the RFP documents, which, if issued, will be e-mailed, mailed or faxed to all known prospective Proposers. However, it is the responsibility of each Proposer, before submitting its Proposal, to contact the City of Winter Garden Finance Department at (407) 656-4111 ext 2313 to find out if any Addenda were issued and to make such Addenda a part of its Proposal. In case any Proposer fails to acknowledge receipt of any such Addenda in the space provided on the Proposal Form, its Proposal will nevertheless be construed as though Addenda has been received and acknowledged. Only the interpretation or correction so given by the City of Winter Garden Finance Department in writing will be binding and prospective Proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP Documents.

1.07 PREPARATION OF PROPOSAL

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals shall follow the outline in Article III, Scope of Services, Section IV, Information Requested, of this RFP. Each response shall be clearly numbered and the question listed.

1.08 WITHDRAWAL OF PROPOSAL

Each proposal shall be signed by an official authorized to obligate the Proposer and shall contain a statement that the proposal is firm for the one hundred twenty (120) days immediately following the required final date of submission of the sealed proposals. At the end of the 120-day period, the proposal may be withdrawn at the written request of the Proposer. If the proposal is not withdrawn, it will remain in effect until an award is made or the solicitation is canceled by written notification.

1.09 RESPONSIBLE PROPOSER CRITERIA NEED TO BE WEIGHTED BY FINANCE

In considering the responsibility of the Proposers, the City of Winter Garden will examine the factors listed below and will assign the defined point value on a scaled basis. Selection will be made from a short list of Proposers deemed to be fully qualified and best suited among those submitting proposals.

- A. Understanding of the future needs and operational requirements of the city.
- B. The experience, resources, and qualifications of the financial institution and individuals assigned to this account.
- C. The proposed staffing structure (availability of personnel for service and consultation)
- D. The bank's relevant experience managing similar account relationships with public agency clients.
- E. Bank location

- F. Scope of services offered including degree of automation.
- G. Financial strength of proposing institution and quality of investments.
- H. Adequacy of financial controls and protection against loss.
- I. Quality and scope of implementation plan.
- J. Compliance with the requirements of this RFP, and quality of proposals.
- K. Proposed fees and compensation
- L. Outstanding obligations or contracts that might adversely affect the Proposer's ability to perform on this City of Winter Garden contract.
- M. Other matters which may influence the ability of the Proposer to perform the contract
- N. Proposers performance on previous City of Winter Garden contracts, if applicable.

In this regard, the City of Winter Garden reserves the right to reject any and all Proposals and to waive any non-conformance in Proposals received, whenever such rejection or waiver is in the best interest of the City of Winter Garden.

1.10 DISQUALIFICATIONS OF PROPOSERS

Any of the following causes may be considered sufficient for the disqualification of a Proposer or rejections of the Proposal:

- A. Submission of more than one Proposal for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one Proposal may be submitted for the same company.
- B. Evidence of collusion among Proposers.
- C. Incomplete work for which the Proposer is committed by contract, which, in the judgment of the City of Winter Garden, might hinder or prevent the prompt completion of work under this Contract if awarded to such Proposer.
- D. Being in arrears on any existing agreement with the City of Winter Garden or having defaulted on a previous contract with the City of Winter Garden. For purposes of this section, corporations, partnerships or companies, or firms or other business entities created for the purpose of shielding any individual, firm, partnership, corporation or other business entity from the application of this provision may be considered for disqualification.
- E. Items 'C' and 'D' above will be considered by the City of Winter Garden after the opening of Proposals, and, if found to apply to any Proposer, the City of Winter Garden will notify the Proposer that its Proposal will not be considered for an award of the Contract. The Proposer has five (5) business days to appeal in writing this decision to the City of Winter Garden City Manager or Finance Director, via the Finance Department, and the decision of the City Manager will be final.
- F. Failure to provide the notarized forms, if any, required in the Proposal documents, and any other requirements listed on the Proposal Form. Minor irregularities that do not materially affect the Proposal may be waived at the sole discretion of the City of Winter Garden.

1.11 REJECTIONS OF IRREGULAR PROPOSALS

Proposals will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Proposals or other irregularities of any kind. The City of Winter Garden reserves the right to waive any non-conformance or irregularities of Proposals, or to reject any or all Proposals, in whole or in part, whenever such non-conformance or irregularities are minor and such action is deemed in the best interest of the City of Winter Garden.

1.12 PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or bid on a contract to provide any goods or services to 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 contract, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity more than the threshold amount provided in Section 287.017, for CATEGORY TWO (\$25,000.00) for thirty-six (36) months from the date of being placed on the convicted vendor list.

1.13 PRE-PROPOSAL MEETING

To help ensure that all Proposers are fully informed of the requirements for this Contract, a Pre-Proposal meeting will be held on April 26, 2010 at 10:00 AM (local time) at the City of Winter Garden, City Hall, 300 West Plant Street, Winter Garden, FL 34787. Proposers are encouraged to submit questions by facsimile in advance of the meeting to the City of Winter Garden Finance Department at 407.656.4111 ext 2313.

1.14 SMALL BUSINESS ENTERPRISES (SBE) PARTICIPATION

City of Winter Garden is committed to encouraging and promoting the development of small businesses within our local market area. It is the policy of the City of Winter Garden to provide small businesses with identical information and an equitable opportunity to compete for business from the City of Winter Garden. The City of Winter Garden will take all necessary and reasonable steps to insure the inclusion of SBE in the total procurement of City of Winter Garden sponsored projects, goods and services. No participation goal was established for this project, however; local SBE participation is strongly encouraged.

1.15 NON-DISCRIMINATION PROVISIONS

The Proposer will have all state, county and local licenses and permits as may be required by law to perform the described services. The Proposer agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Equal Employment Opportunity Clause in Section 202, paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference.

1.16 EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The City of Winter Garden reserves the right to accept or reject any or all Proposals. There is no obligation on the part of the City of Winter Garden to award the Contract to the lowest proposed price and the City of Winter Garden reserves the right to award the Contract to the lowest

responsible Proposer submitting a responsive proposal which is most advantageous and in the best interests of the City of Winter Garden.

The Proposer to whom a contract is awarded shall be required to enter into a written contract with city. This RFP and the proposal, or any part thereof, may be incorporated into and make a part of the written contract. The city reserves the right to negotiate the terms and conditions of the contract with the selected Proposer.

Evaluation factors to be considered are listed in Article 1.09. Proposers should be sure to address each of these factors. The City of Winter Garden is under no obligation to contact a Proposer to obtain information required to evaluate the proposal.

1.17 CONTRACT NEGOTIATIONS

After a review of the proposals, and possible oral presentations, the city intends to enter into contract negotiations with the selected financial institution. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the city will open negotiations with the next ranked firm.

1.18 SOLICITATION SCHEDULE

Pre-Proposal Meeting	April 26, 2010
Proposal Opening	May 28, 2010
Evaluation of Proposals / Presentations	Week of June 7, 2010
Selection Made	Week of July 12, 2010
Implementation Date	October 1, 2010

The dates are subject to change as deemed necessary by City of Winter Garden.

1.19 PUBLIC MEETING REQUIREMENTS

The City of Winter Garden is required to comply with Section 286.011 of the Florida Statutes. Therefore certain types of evaluation committee meetings and meetings of the City of Winter Garden Awards Committee is required to be held in public, with sufficient notice made of the date and time of the meeting. All notices of public meetings are posted at the City of Winter Garden, City Hall, 300 West Plant Street, 1st Floor, Winter Garden, FL 34787.

1.20 PROTEST PROCEDURES

Any Proposer adversely affected during this RFP solicitation process may file a Notice of Protest, including all particulars of facts and law on which the protest is based. This notice must be in writing and addressed to the City of Winter Garden, Attn: Finance Director, 300 West Plant Street, Winter Garden, FL 34787. A Notice of Protest may be filed at any time prior to award of a Contract, or within five (5) business days of any action taken by the City of Winter Garden Awards Committee. Receipt of a protest will be acknowledged by certified letter. The administrative procedures that will be followed by the City of Winter Garden will be provided to the Protester with this certified letter.

1.21 EXECUTION OF THE AGREEMENT

In a reasonable amount of time after Notice of Award, the successful Proposer will furnish the required certificates of insurance and any other requirements and enter into a formal Agreement with the City of Winter Garden. Failure to execute the Agreement as provided in these documents within a reasonable amount of time the Notice of Award will be just cause, unless such failure has been caused by the City of Winter Garden, for the City of Winter Garden to annul and void the award. Award may then be made to another Proposer, or the Contract may be re-advertised, as in the best interest of the City of Winter Garden. No award will be binding upon the City of Winter Garden until the Agreement has been executed by all appropriate parties.

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ARTICLE II – GENERAL CONDITIONS

2.01 DEFINITIONS

City – City of Winter Garden

CONTRACT – The Contract consists of the document labeled “Specifications for General Banking and Custody / Trustee Services, RFP Number FN 10- 001”; Contractor’s Proposal; and any Addenda issued prior to and any Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

CONTRACTOR – Any individual, firm or corporation entering into a Contract to perform the Scope of Services.

CONTRACT ADMINISTRATOR – Designated representative(s) of the City of Winter Garden assigned to monitor the Contract to ensure full compliance with all terms and conditions contained within the Contract document. Monitoring activities include progress of work, inspection and acceptance of services, quality assurance and issuance of payment receipts.

CONTRACTOR REPRESENTATIVE – Individual(s) designated in writing by the Contractor as the Contractor’s Representative, with authority to act for the Contractor in all matters, including changes to Contract terms.

DAYS – Calendar days unless otherwise specified.

DBE – Disadvantage Business Enterprise.

ELIGIBLE USER – Public agencies and other eligible users that will order products and/or services directly from the Contractor under the Contract. By ordering products and/or services under the Contract, the Eligible User agrees to its terms. Eligible Users are not, however, parties to the Contract. Eligible Users participating in the Contract do so according to the following terms: (1) non City of Winter Garden Users assume and bear complete responsibility with regard to performance of any contractual obligation or term; (2) breach of a Contract term by any particular User shall not be deemed a breach of the Contract as a whole, which shall remain in force and effect, and shall not affect the validity of the Contract nor the Contractor’s obligations to non-breaching Users or the City of Winter Garden; (3) the City of Winter Garden shall not be liable for any breach by non-City of Winter Garden Users; (4) each non-City of Winter Garden and the Contractor guarantee to save the City of Winter Garden and its officers, agents, and employees harmless from liability that may be or is imposed by their failure to perform in accordance with their obligations under the Contract.

OFFEROR – Any individual, firm or corporation submitting a Proposal for the services contemplated.

PROPOSAL – The approved forms on which the Proposer is to submit, or has submitted its charges for the services contemplated.

PROPOSER – Any individual, firm or corporation submitting a Proposal for the services contemplated.

SERVICES – Everything required to furnishing or performing under this contract document.

SBE – Small Business Enterprise.

2.02 SCOPE OF SERVICES AND CHANGES IN SERVICES

The services to be performed under this Contract are specified in Article III, Scope of Services, with descriptions of the tasks to be completed, the reports to be furnished and other Contract requirements. The City of Winter Garden, without invalidating the Contract, may make changes by altering, adding to, or deducting from the services, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price. Changes in the services and the Contract sum may only be changed by prior written agreement executed by the parties with proper authorization to do so.

2.03 CONTRACT TERM AND CANCELLATION

The Contract term will be for an initial period of one (3) years, with two (1) year renewal options available at the sole discretion of the CITY OF WINTER GARDEN. The total contract period shall not exceed five (5) years. The contract may be terminated with one hundred twenty (120) days advance written notice by either party. Unless mutually agreed to by the Authority and the selected Proposer, any such renewal will be entered into under the same terms and conditions as those in effect for the initial one year term.

2.04 INDEMNIFICATION

Any Contract resulting from the RFP will include the following provisions:

- A. Contractor shall hold harmless, indemnify, and defend the City of Winter Garden against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's and paralegal fees, court costs, expert witness fees and filing fees) arising out of any injury (whether mental or corporeal) to persons, including death, or damage to property arising out of: (i.) or incidental to the performance of the Agreement or work or services performed there under, whether due to or caused by negligence of the City of Winter Garden or otherwise, excluding only the sole negligence of the City of Winter Garden; (ii.) the breach of the terms of this Agreement by Contractor or its agent; and/or (iii.) the failure of Contractor to comply with all applicable laws.:
- B. LOSS OR DAMAGE: The Contractor shall be held responsible for, and be required to make good at its own expense, all damage to person or property caused by itself or its subcontractor(s), agents, or the employees of either of them, during the progress of the service and until its final completion.
- C. The Contractor shall defend, indemnify and hold harmless the City of Winter Garden, its officers and employees against all liability, damage and expense, including reasonable attorney's fees, for damage to property of any kind whatsoever and to whomever belonging, including Contractor, or injury to or death of any person or persons, including employees of Contractor, resulting directly or indirectly from the performance of work under this Contract or arising from the use of the premises, facilities or services of the City of Winter Garden, its officers or employees.
- D. City of Winter Garden shall give Contractor reasonable notice of any suit or claim for which indemnification will be sought under this Article, allow Lessee or its insurer to compromise and defend the same to the extent of its interests and reasonably cooperate with the defense of any such suit or claim.
- E. This section relating to Indemnification, shall survive the term of this Agreement, for actions which occurred during the term of this Agreement, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

F. City of Winter Garden may per Contractor, its agents, subcontractors, material, men, servants, employees or licensees (hereinafter collectively referred to as "Agents") to use City of Winter Garden's tools, machinery, equipment or vehicles (hereinafter collectively referred to as "Equipment") from time to time and for such periods of time as City of Winter Garden in its sole discretion shall determine. City of Winter Garden makes no warranty, express or implied, with regard to the condition of the Equipment and makes no warranty that the Equipment is fit for any particular purpose whatsoever. Contractor agrees: (i.) to ensure that Contract and its Agents shall inspect the Equipment before using the same; (ii.) that it and its Agents shall inspect the Equipment "AS IS"; (iii.) that the persons using the Equipment are trained and knowledgeable in the use of the Equipment; and (iv.) that the City of Winter Garden has no duty to train any persons in the use of the Equipment. Contractor shall indemnify, defend and hold harmless City of Winter Garden, its agents, servants, parent company, insurers, employees and licensees, as applicable, from any and all liability, claims, demands, suits and actions, including, but not limited to, third party actions by Agents, servants, employees or licensees of Contractor, by reason of any injury or damage to any person or any property as a result of the use, misuse or abuse of the said Equipment by Contractor, and/or it Agents.

2.05 INSURANCE

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverage, limits, including endorsements described herein. The requirements contained herein, as well as the City of Winter Garden's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Business Automobile Liability: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability: Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Additional Insured: Contractor agrees to endorse the City of Winter Garden as an Additional Insured with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Winter Garden."

Professional Liability: Contractor agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, the Authority reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Contractor agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, Contractor agrees to purchase a SERP with a minimum reporting period not less than

two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

Waiver of Subrogation: Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Contractor agrees to provide the City of Winter Garden a Certificate(s) of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

City of Winter Garden
Finance Department
300 West Plant Street
Winter Garden, FL 34787

Umbrella or Excess Liability: Contractor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Contractor agrees to endorse the City of Winter Garden as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

Right to Revise or Reject: The City of Winter Garden reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the city reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

2.06 RESPONSIBILITIES OF THE CONTRACTOR

- A. A mandatory post award conference will be scheduled after the Contract is awarded, when the Contractor will furnish the certificates of insurance, copies of licenses, permits and other items required by the City of Winter Garden.
- B. The Contractor will begin the services as described in the Contract upon issuance of a written Notice to Proceed by the City of Winter Garden.
- C. The Contractor will designate in writing a qualified person(s) to act as its representative. The Contractor's Representative(s) will have authority to act for the Contractor in all matters covered by this Contract. The Contractor's Representative(s) will be available to meet with and to answer questions for the City of Winter Garden City Manager and/or the City of Winter Garden Finance Director.

D. The Contractor will comply with all provision of the Contract, and will not commence any additional services without submitting a written estimate of charges to the designated City of Winter Garden City Manager and/or the City of Winter Garden Finance Director. All charges over this estimate must be pre-approved in writing by the City of Winter Garden Finance Director or payment will only be made for only the original estimated amount.

2.07 TIME AND LOCATION OF PROPOER'S PRESENTATION

Selected Proposers may be requested to make oral presentations. The city will notify selected Proposers to arrange for specific times.

2.08 DISPOSITION OF PROPOSALS

All proposals and supplemental material submitted by Proposers will become the property of the city and, as such, will be subject to Florida's Public Records Law. .

2.09 ASSIGNMENTS

The Contractor will not assign or otherwise transfer its rights under the Contract without the prior written consent of the City of Winter Garden, nor will the Contractor assign any monies due or to become due to him hereunder, without the prior written consent of the City of Winter Garden.

2.10 CHANGES IN PERSONNEL

The Contractor will notify the City of Winter Garden contact in writing, prior to affecting a personnel change concerning the professional personnel assigned to the Contract. The City of Winter Garden will have the right to reject any personnel assigned to perform work under this Contract.

2.11 NO INDIVIDUAL LIABILITY

No member, officer, agent, director or employee of the City of Winter Garden or Contractor will be charged personally or held contractually liable by or to the other party under the terms or provisions of the Contract or because any breach thereof or because of its or their execution or attempted execution.

2.12 ARTICLE/SECTION HEADING

The article and section headings contained in this RFP are included for convenience only and are not to be considered a part hereof or affect in any manner the construction or interpretation of the RFP.

2.13 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of the City of Winter Garden's RFP Number 08-33-31001 and Proposer's Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) City of Winter Garden's RFP Number 08-33-31001, and 3) Proposer's Proposal.

2.14 VENUE

The venue of any legal action brought by or filed against the City of Winter Garden relating to any matter arising under this Contract will be exclusively in the appropriate court, sitting in Orange County, Florida that has jurisdiction over such legal action. This Contract will be governed by and interpreted under the laws of the State of Florida.

2.15 NONWAIVER

Failure by either Party to insist upon strict performance of any of the provisions of this Contract will not release either Party of any of its obligations under the Contract.

2.16 ENTIRE AGREEMENT

This Contract is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this Contract. Contractor agrees that no representations have been made by the City of Winter Garden to induce the Contractor to enter into the Contract other than as expressly stated in this Contract. This Contract can neither be changed orally, nor by any means other than by written amendments expressly referencing this Contract and signed by all Parties hereto.

2.17 PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that the RFP's and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their proposals, which they believe to be exempt from disclosure, citing specifically the applicable exempting law. The City of Winter Garden will consider a Proposer's opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur in such opinions, and shall have no liability to a Proposer for making public any information contained in a Proposal. All Proposals received from Proposers in response to the RFP will become the property of the City of Winter Garden and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City of Winter Garden.

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ARTICLE III – SCOPE OF SERVICES

INTRODUCTION

The City of Winter Garden is seeking proposal from qualified financial institutions (“Offeror” or “Bank”) interested in providing general banking and custody/bond trustee services. The city intends to select one or more financial institutions to provide these services. Firms may propose to provide one or more of the service groups below.

Service Group 1: General Banking

Required Services include Treasury Management, and Merchant Card Services

Service Group 2: Custody / Bond Trustee Services

Each proposing firm should clearly state in a cover letter to the proposal the service group(s) it is proposing to provide.

SERVICE REQUIREMENTS FOR BANKING SERVICES

SERVICE GROUP 1: GENERAL BANKING

TREASURY MANAGEMENT

- Establish demand deposit accounts to meet the banking requirements of the city. Maintain accurate records of activity in those accounts.
- Process disbursement checks and provide stop payment services.
- Provide Positive Pay services.
- Provide electronic check imaging on disbursement checks.
- Provide on-line access to information related to transactions, balances, etc.
- Provide automated balance reporting services for all city accounts.
- Disburse funds via wire transfer upon request of an authorized person.
- Transfer funds between city accounts upon request of an authorized person or provide a secure electronic method for transferring funds between accounts.
- Accept and send ACH transactions.
- Process the deposit of checks and credit funds to specified accounts.
- Provide account reconciliation services.
- Collateralize all collected balances as per the statutory requirements as shown in Attachment 1 of this request for proposal.
- Provide an overnight investment service (sweep) for excess cash balances in the demand deposit accounts. A list of securities permitted for overnight investment

is provided in Attachment 1 to this request for proposal. Other than the overnight investment vehicle, the bank will have no responsibility for investing city monies.

- Provide monthly activity statements and reports for all accounts by the 5th day of the following month.

MERCHANT CARD PROCESSING (if needed)

- Process credit card payments (MasterCard, Visa, Discover and American Express). (Please state location of clearing house used.)
- Process debit card transactions.
- Provide automated or on-line reporting services including user-friendly summary reports on charge-backs.
- Provide a detailed monthly analysis statement for each individual merchant location and a consolidated statement showing charges for all account services.
- Provide an ATM (Automatic Teller Machine) on premises. (if needed)

SERVICE GROUP 2: CUSTODY / BOND TRUSTEE SERVICES

The City of Winter Garden will require security custody services for multiple fixed income portfolios containing U.S. Treasury, Federal Agency and corporate obligations. Investment accounts will be maintained for the city's general operating funds as well as for proceeds of future bond issues. Neither the size nor the activity level for these accounts can be predicted at this time.

- Maintain one or more accounts within the bank's Trust Department.
- Process security trades per instructions received by authorized persons.
- Collect all coupons and other periodic income on securities held and process per instructions received by authorized persons.
- Create, maintain and retain all records relating to securities held in custody/trust in the city accounts to meet the requirements and obligations under generally accepted accounting principles.
- Provide a short-term investment vehicle for un-invested balances in custody/trust accounts. A list of securities permitted for overnight investment is attached to this request for proposal.
- Provide monthly activity statements and reports including the market value of all portfolio holdings.
- Provide online access to information related to transactions, balances, market values, etc.

The City of Winter Garden will require the services of a qualified trustee, transfer agent and registrar for current and future bond issues. It is expected that the bonds will be issued in fully registered form in denominations of \$5,000 or multiples thereof. The bonds will be issued under

book-entry only system, as one fully registered bond for each maturity. Interest will be paid semi-annual.

- Perform complete trustee functions for one or more future bond issues.
- Act as registrar and paying agent, as appropriate.
- Establish and administer various funds as required by bond covenants.
- Act as disbursement agent for requisitions of project costs to meet construction requirements.

SERVICE GROUP 3: HEALTH SAVINGS ACCOUNT SERVICES (Only institutions proposing for Service Group 3 should respond to this section): OPTIONAL

The primary objective of the City's Health Savings Account (HSA) Program is to:

- Work with an administrator that will provide timely, responsive customer service to enrollees and staff responsible for plan administration
- Provide benefits that are responsive to employees' needs
- Provide the Human Resource Department and Payroll Department with access and expertise within the selected financial institution that can effectively address all legislative and legal questions regarding the HSA program and related issues respectively.
- Limit the employer's liability with regard to HSA compliance
- Educate eligible employees on the benefits of participation in the HSA
- Responsibly manage taxpayer dollars

Scope of Services/Minimum Services to be Provided:

- Maintain accurate participant information (including Social Security numbers or other identifying numbers, enrollment dates, and contribution amounts)
- Account for deposits to/disbursements from each employee's account(s) and maintain accurate records for all paid claims
- Reconcile funds transmitted/received from CWGDN on a monthly basis
- Maintain the capability of, and guarantee accuracy of, ACH, wire transfer, and/or paper check account contributions
- Provide each participating employee (and family) with one or more debit cards and customized checks
- Furnish monthly accounting statements to CWGDN, including enrollment activity, funds deposited, and funds distributed
- Furnish sufficient communication/educational materials, and enrollment packets prior to enrollment and on an ongoing basis
- Develop communication pieces (printed and/or email) for the purpose of educating employees about HSA benefits and each participant's responsibility.
- Maintain a local or toll-free customer service number for participants (preferably 24 hour).
- Maintain secure account access via the Internet, at which employees can access their personal account information (including general account activity, consumer information, and related debit card functionality)
- Provide employees with a systematic written method for submitting appeals
- Provide participating employees with multiple reimbursement options, including ATM withdrawal, claim form/check reimbursement, and direct deposit.

- Provide plan participants with monthly statements (either online or by paper)
- Respond to employer/employee/broker inquiries regarding account balances, transactions, tax implications, and eligible expenses
- Provide CWGDN and each enrolling employee with a list of applicable administration fees and related potential expenses

General Information

- Provide addresses for physical bank locations (and ATM's) closest to 300 W. Plant Street, Winter Garden, FL
- What is your organization's ATM network, and where might employees be able to access no-fee ATM's?
- Provide a brief history of your organization's involvement with Health Savings Accounts

Deposits/Withdrawals

- Provide clarification on all varieties of employee deposits (including available deposit locations, methods of deposit, and timing of fund availability). How often can contributions be made, by what methods may they be made, and when are they available?
- Provide clarification on varieties of employer deposits (including available deposit locations, available methods of deposit, and timing of fund availability) How often may contributions be made, by what methods may they be made, and when are they available?
- Provide clarification on methods for employee fund withdrawal/reimbursement methods (and any associated costs).

Employer/Employee Account Administration

- What methods can be employed to open employee accounts (website, paper forms, telephone call, etc.)
- What information is provided to employees after they open an account through your organization?
- Provide detailed information on the functionality of your organization's employee and employer administration websites.
- Provide detailed information regarding the customer service options available to employees and the employer—will CWGDN be assigned to a dedicated service team or representative? What are your hours of operation?
- Are employees provided with debit cards? If so, please clarify what type of debit card(s) are available and explain any potential related fees.
- Are employees provided with checks? If so, please clarify how many checks each employee is provided with (at no cost) and how much the purchase of additional checks will cost.
- What other methods for account withdrawal (such as online bill pay) are available to employees?
- How can employees view their account activity (online, paper, telephone, etc.)? If paper statements are provided, please explain how frequently they are sent, and advise of any potential related costs.
- Describe online employer account reporting features. Can the employer obtain balance, contribution, account, and/or demographic information?

Account Fee, Interest, and Investment Information

- Provide clarification on all potential employer/employee administrative fees (including, but not limited to, account set-up fees, regular account administration fees, ATM fees, investment charges and additional product/service fees).
- Provide detailed information regarding employee account interest schedules
- What HSA investment options are available to employees, and what are the minimum requirements for each?

Extra Services

- What HSA (and related) educational materials (printed or online) are available to employees?
- Are there any partner discounts available to account holders (such as gym memberships, prescription discounts, etc.)?
- What tax preparation assistance (including annual statements) does your organization offer to account holders?

SECTION IV. INFORMATION REQUESTED

A. QUALIFICATIONS AND EXPERIENCE *(All Offerors should respond to this section)*

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary companies and the number of employees.
2. Confirm that the financial institution is a national banking association, a federal savings and loan association or a federal savings bank that is permitted under Florida law to receive or hold local government investment.
3. Provide the address of the office location(s) that will service the city account.
4. Describe the experience of the financial institution in providing similar banking services for other governmental agencies.
5. Provide ratings for the bank and/or bank holding company from at least two of the following agencies: Standard & Poor's, Moody's, Thomson BankWatch, Sheshunoff, or Laclede. If the Proposer is not rated by two of these rating organizations, provide other evidence of the institution's credit quality.
6. Include a copy of the most recent audited annual financial statement and the latest 10-K report with the proposal.
7. Provide the bank's Community Reinvestment Act (CRA) rating.
8. Provide a list of the bank's holidays.
9. Provide history of any banking relationship with the City of Winter Garden for the last ten (10) years.

B. PERSONNEL *(All Proposers should respond to this section)*

1. Provide the name, title, address, phone number, fax number and email address of the primary contact person(s) assigned to this account.

2. Provide biographical information on the individuals that will be directly involved in the management of the city account.
 - Describe the experience of these employees in working with state and local governments and other public agencies.
 - Describe the proposed role of each with regard to the City of Winter Garden's account.
 - For each key person, show the number of years of experience in this field and the number of years with your firm.
3. Will a specific customer service representative or a customer service department be assigned to handle day-to-day transactions for the city?
 - Describe the responsibilities of the customer service personnel, including the chain of command for problem resolutions.
 - Is local customer service support available at the bank's local branches?

C. SERVICE GROUP 1: BANKING SERVICES (*Only institutions proposing for Service Group 1 should respond to this section*)

1. Deposit Processing

- Provide the address of the office location(s) closest to 300 West Plant Street, Winter Garden, Florida at which the city could make deposits?
- Are night drop, vault, remote and branch service options available? Is pricing different for utilizing these different deposit options?
- What is the ledger cutoff time for deposits?
- Does the bank limit the number of deposit tickets that can be included in one deposit bag?
- Can checks, currency, and coin be included in the same deposit or are split deposits required?
- Does the bank accept loose and/or rolled coin for deposit at vault, branch and night drop locations? Is there a fee for depositing loose or rolled coin? Is there a limit on the number of rolls of coin?
- What type of deposit bags does the bank allow/require? Does the bank provide these bags? Does the bank charge a fee for these bags? Are there any restrictions on deposit bags provided by the customer?
- May the city assign an internally generated deposit identification number to deposit tickets for reconciliation purposes? (i.e. can the bank identify deposit tickets on summary reports to match the city's internal deposit records)

- Can returned items be automatically re-deposited? If so, how many times? Are there additional charges for re-deposited items?
- Can the bank provide a detailed return item transmission to the city? Can this report identify the payer's name, depositing location and the type of item being returned?
- Does the bank offer the ability to process checks by Remote Deposit Capture? What are the advantages and disadvantages for using this service?
- What location(s) are available for an armored car to deposit funds for processing?

2. Availability of Deposits

- How does the bank determine and calculate availability of deposited items?
- Does the bank give immediate availability for on-us items?
- Does the bank calculate availability by item or formula?
- Provide a copy of the availability schedule the bank proposes to use for the City of Winter Garden. Is this the bank's best schedule? If not, quantify the difference and explain how the city may obtain the bank's best availability schedule. Describe the extra charge, if any, for obtaining the bank's best availability schedule.

3. Positive Pay

- Describe the bank's ability to provide Positive Pay services.
- What type of medium (i.e. magnetic tape, data transmission) can the bank accept?
- What is the deadline for the transmission of check issuance files to the bank?
- How will the city be notified of rejected items? What time will the city receive the information on rejected items? How much time will the city have to review discrepancies and notify the bank to reject?
- Does the bank offer Payee Positive Pay? Is Authority required to use Payee Positive Pay if it elects to use the bank's Positive Pay Services?
- Is Teller Positive Pay available?

4. How soon after the cut-off date are bank statements, CD-ROM of cancelled checks, deposit tickets and reconciliation information sent for partial reconciliation? For full reconciliation? For positive pay?

5. Describe the process of locating a cancelled check on CD-ROMs. What type of indexing capabilities is available to locate checks from prior months?

6. Overdraft charges

- What are the fees and interest charges associated with overdrafts? How are these charges calculated?
- Is there a fee per check or per occurrence when there is an overdraft?
- Is there a daily cap on fees?

7. Stop Payments

- How are stop payments orders placed? Can stop payments be placed on-line?
- Are stop payment requests effective immediately? If not, for a check that is expected to clear today, what is the latest time for a stop payment request to be placed and be effective?
- How long will the stop payment remain in effect?
- Can stop payments be automatically renewed? If so, for how long?
- Will a check with a stop payment request appear on the exception report for Positive Pay?

8. ACH Processing

- a. What are the different ACH file transmissions options available?
- b. What are the transmission deadlines for ACH files? When does the bank need the file from the city and when are funds debited from the city's accounts?
- c. Describe the financial institution's ability to block unauthorized ACH debits?
- d. If the bank provides ACH debit blocking, what level of filtering can be applied?
- e. Does the bank offer ACH Positive Pay (ability to make pay / no pay decisions on unidentified ACH transactions)?

9. Wire Processing

- a. Describe the process of initiating wire transfers.
- b. If wire transfers can be initiated on-line, describe the system's security features. Can varying degrees of authorization be set on (i.e. multiple authorizers, maximum dollar amounts, etc.)?
- c. Does the bank offer its customers dual control release options (secondary approval levels) for electronically initiated transfers? If so, describe.
- d. What is the cut-off time for same-day wire transfers?

10. Balance Reporting

- a. Describe the reports that will be available to the city through the bank's balance reporting system. Include sample reports.
- b. How will the city access the reporting system (i.e. dial up, Internet). Is specific software required to communicate with the bank's system? Is there an extra charge for this software?
- c. Will the reporting system provide beginning and ending ledger (book) balances, collected balances, available balances, and float assignment?
- d. What current day reporting is available through the reporting system?
- e. Does the bank's deposit reporting system report electronic transactions (e.g. ACH, wire) as well as paper documents?
- f. Can reports be customized? Is there an additional charge?
- g. How many business days of balance history are stored on the reporting system for current and previous data reporting and available for customer access?
- h. How long are electronic images stored on the reporting system and available for customer access?

11. Investment Sweep

- a. What short-term investment vehicle(s) does the bank propose to use for the overnight sweep in the city's demand deposit accounts? Does a reserve requirement apply for the proposed overnight sweep option?
- b. What time of day is the cash sweep deadline? Is it end-of-day or next-day sweep?
- c. Provide return history for the twenty-four month period from March 2008 through February 2010.
- d. If the bank is proposing a money market mutual fund, provide a copy of the current prospectus and, if multiple classes are offered, identify the class of shares that is being proposed. What applicable fee (if any) applies for funds swept into this investment vehicle? How is the fee calculated? What are the restrictions, if any, on each money market mutual fund?

12. Merchant Card Processing

- a. Describe the bank's bankcard and debit card processing capabilities. Does the bank act as its own processor or does it use the services of a third-party processor? If a third-party processor is used, for how long has the bank had a relationship with this institution? If the current third-party processor relationship is less than 3 years, provide name of prior processor.
- b. Provide information on the daily volume processed by the processor for all clients.

- c. How is the applicable interchange fee determined for each transaction? How are the merchant fees determined for each card type/transaction?
 - d. Can the bank's system accommodate Internet and telephone transactions? If yes, provide the following additional information.
 - i. Does the bank/processor have its own secure payment gateway or does it use a third party secure payment gateway? If a third-party is used, provide information on that service provider, including length of time in contract with Bank.
 - ii. Describe the bank's capabilities and outline the security measures in place for the protection of sensitive information.
 - iii. What additional fees are associated with telephone and on-line transactions? May these fees be passed on to the customer? Describe any limitations or requirements related to the payment of fees by the customer?
 - e. What information or authorization is required from the cardholder to establish a reoccurring charge for collection of tolls?
 - f. What authorization methods does the bank support and which does the bank recommend? List and describe alternatives.
 - g. What are the procedures to reverse an incorrect authorization?
 - h. Provide a funds availability schedule by card type. Is it negotiable?
 - i. Is settlement made by ACH or Fedwire? Is there an additional charge for Fedwire?
 - j. Are settlement amounts listed separately on the bank statement or will they appear as one lump sum? Will the bank break out settlement amounts by merchant location.
 - k. Describe the bank's on-line capabilities to review merchant card transactions. Is transaction information available by terminal or merchant identification number?
 - l. How many city employees will the bank permit to access this on-line reporting system with a unique log on identification?
 - m. Provide sample reports of merchant card activity.
 - n. What differentiates your bank's service from that of other providers?
- D. Is the bank able to provide a purchasing card program for the city? Briefly describe the features, including any rebates that may be available. *(Currently piggy-backing the state contract with Bank of America)*
- E. SERVICE GROUP 2: CUSTODY / BOND TRUSTEE SERVICES *(Only institutions proposing for Service Group 2 should respond to this section)*
- 1. Confirm that the bank will provide custody/bond trust services through the bank's trust department.

2. Describe the bank's commitment to providing custody/bond trustee services.
3. Describe the bank's proposed staffing for this relationship.
4. Bond Trustee
 - a. Briefly describe the bank's qualifications as a Bond Trustee, Registrar, and Paying Agent for tax-exempt municipal bond issues in the State of Florida and nationwide. Provide a list of no more than five such financings for which your bank served in this capacity.
 - b. Please confirm that (1) the bank or trust company is organized and doing business under the laws of the State of Florida or the United States of America, (2) have trust power in good standing and (3) have a reported capital, surplus and undivided profits of not less than \$50 million.
 - c. Describe the services that the bank will provide to the city related to future bond issues.
5. Briefly describe how your bank handles securities processing on behalf of its clients. Where automated processing is available, indicate the nature of the automation and level of availability (e.g. overnight batch, real-time). Describe any processing differences between accounts where the bank is service as trustee and accounts for which the bank is only serving as custodian of securities.
6. What short-term investment vehicle(s) does the bank propose to use for the overnight sweep in city's custody / bond trustee accounts? Does a reserve requirement apply for the proposed overnight sweep option? What time of day is the cash sweep deadline? Is it end-of-day or next-day sweep? What process does the bank use to ensure cash balances are invested?
 - a. Provide return history for the twenty-four month period from March 2008 through February 2010.
 - b. If the bank proposing a mutual fund provides a copy of the prospectus and, if multiple classes are offered, identify the class of shares that is being proposed.
 - c. Provide a complete listing of associated fees and/or administrative charges.
7. Can the city utilize a short-term fund not managed by your bank? Are there additional fees? If so, list the type and dollar amount of the related fees.
8. Are security transactions settled on an actual or contractual basis? How will the bank compensate the municipality for fail float?
9. When does the bank credit interest and dividends?
10. Provide a listing of cut off times for notification of securities transactions. Please specify if the cut off times vary for different types of securities.
11. Describe any sub-custodial arrangements that would be used for fixed-income securities belonging to the municipality. Include a description of the arrangements used for the delivery of physical securities.
12. Reporting

- a. Describe the frequency and format of custody/bond trustee reports that the bank would provide to the city.
- b. Include sample reports.
- c. Is the bank willing/able to develop customized reports? If so, please provide specific pricing information below.
- d. Does the bank provide information to clients through an on-line inquiry/reporting service? Are customized reports available at no additional charge through this on-line inquiry/reporting service?
- e. What source does the bank use for market valuation of securities?
- f. Is there a SAS 70 Report for the custodial reporting of securities' costs, market values, etc.?
- g. What is the lag time between trade execution, availability of on-line transaction data, and the settlement of the transaction to the bank's reporting system?

E. CONTROL *(All Proposers should respond to this section)*

1. Describe the electronic and/or manual system used to provide the proposed services along with backup and recovery capabilities.
2. Describe the bank's security procedures for its information reporting system, both for access and information protection.
3. Describe the types of insurance and bonding carried.
4. Include a copy of the bank's most recent reports issued in accordance with the Statement of Auditing Standards-70 (SAS70) for any processes or systems relevant to the services under this RFP.

F. IMPLEMENTATION *(All Proposers should respond to this section)*

1. Describe the bank's commitment to serve as a partner with the City of Winter Garden.
2. Will the bank be able to set up the specified banking services by the October 1, 2010, (update commencement date) commencement date? What hurdles or challenges might be faced?
3. Indicate the bank's plans for educating and training the municipality employees in the use of your bank's systems

G. NEW SERVICES & IDEAS *(All Proposers should respond to this section)*

1. Please provide any additional information that your bank believes to be pertinent but not specifically requested elsewhere in the RFP.

H. PRICING AND ACCOUNT ANALYSIS *(All Proposers should respond to this section)*

1. Provide a complete fee schedule for all of the services described in your financial institution's proposal using AFP Service Codes. A listing of services likely to be used is included in the Appendix. Fees related to all services described in the proposal must be listed – even if the service is not shown on the schedule. Also, include any one-time or set-up charges, research fees, minimum fees and all other fees that will be charged. Include any incentives or price breaks offered based on volume, timeliness of payment, rebates or other measures.
2. Does Authority have the option of compensating your bank on either a fee or balance basis? Is the price the same for either option? If not, what is the difference?
3. Please provide a sample analysis statement for the city's accounts. How soon after month-end is the analysis statement mailed? Does the bank offer electronic analysis and bank statements? Can AFP Service Codes be included on the analysis statement?
4. How is your bank's earnings credit determined, adjusted, and applied? Please include in the explanation the impact of the bank's reserve requirement, the formula for converting service charges to balance requirements and a listing of the bank's earnings credits and reserve requirements for the twenty-four month period from March 2008 through February 2010.
5. What time frame does your bank use when reviewing balances for deficiency or excess (e.g. rolling 12 month average, calendar quarter, calendar year, etc.)?
6. Describe the bank's policies concerning daylight and end-of-day balance overdrafts. Indicate whether this is applied to each individual account or across all accounts of a client relationship.
7. Will the bank pass on FDIC or FICO charges to Authority? If so, what is the current charge and how is it computed?
8. Is the bank willing to guarantee the proposed fees for the entire term of the contract (up to five years)? If not, for how long are the fees guaranteed?
9. Can fees be invoiced to the City of Winter Garden rather than debited directly from the city's accounts?

I. REFERENCES *(All Proposers should respond to this section)*

1. Provide five references (public agency references, if possible), including client name, contact person, address, phone number, services provided, and the length of time your bank has worked for the entity. If the bank is proposing for Service Groups 1 & 2, please include references for both Service Groups.
2. Describe any institutional experience working with municipalities.
3. How many public sector clients have terminated services in the last three years?

J. SAMPLE CONTRACT *(All Proposers should respond to this section)*

1. Provide a sample of the proposed contract for your bank's services. Please also provide samples of **all** other documents which will need to be signed/entered into related to the provision of the services requested in this RFP.

(The remainder of this page has been intentionally left blank)

ATTACHMENT I: SERVICES REQUESTED

A listing of services likely to be used is listed below. Fees related to all services described in the proposal shall be listed – even if the service is not shown on the schedule. Also, include any one-time or set-up charges, research fees, minimum fees and all other fees that will be charged.

GENERAL REVENUE ACCOUNT	Volume
Demand Deposit Services	
FDIC Expense per \$1,000	3,500
Account Maintenance - Monthly	1
Electronic Credits Posted	152
Items Deposited	5,674
Electronic Debits Posted	29
Other Miscellaneous Debits	1
Zero Balance Services	
ZBA Master Account	1
Returned Check Services	
Returned Items	40
Return Items-Special Address	24
Cash Vault Services	
Cash Vault Monthly Maint 1 LOC	1
Cash Vault Deposits	38
Vlt Deposit Error	1
Vlt Currency Dep Loose Bill	4,206
Vlt Automatic Change Order	1
Vlt Currency Order-Full Strap	1
Vlt Rolled Coin Order	1
Vlt Box Coin Order	1
Deposit Receipt Mailed	19
ARP Services	
Partial Recon - Base Fee	1
Check Sort Services	
Recon Check Sort - Base Fee	1
ACH Services	
ACH Monthly Maintenance	1
ACH File Transmissions, Self	12
Consumer PPD Debits Originated	1,544
Consumer PPD Credits Originated	700
Corp Credits Orig CCD, CCD+CTX	9
ACH Fax Page	14
ACH Return Item	12

GENERAL REVENUE ACCOUNT		Volume
ACH Fraud Control		
ACH Fraud Cntrl Monthly Maint		1
Wire Transfer Services		
Wire Trsf Monthly Maint/Acct		1
W/T out Non-Rep (OTM PC WIRE)		6
W/T Incoming		1
Online Treasury Manager		
Info RPTG Maintenance Fee		1
PD Service/Per Month		1
PD Acct Maint/Per Acct		3
PD Detail/Per Item		888
SD Service/Per Month		1
SD Acct Maint/Per Acct		3
SD Detail/Per Item		7
Special Rpt Service/Per Month		1
Car Report/Per Day		1
CPR-Report(s)/Per Day		19
Stop Service/Per Month		1
Wire Service/Per Month		1
Image Item Retrieval/Per Image		3

ACCOUNTS PAYABLE ACCOUNT		Volume
Demand Deposit Services		
Account Maintenance - Monthly		1
Zero Balance		
ZBA Sub Account		1
Controlled Payment Services		
Controlled Payment - Mth Maint		1
Control Payment - Checks Paid		461
Controlled Payment - Mismatches		1
CPR Auto D/T To Bank/Tran		4
CPR Auto D/T To Bank/Rcrd		523
CPR Returned Item		1
ARP Services		
Partial Recon - Base Fee		1
Image Delivery Services		
CD-Rom Premium CD		1
CD-Rom Images Per Item		461

PAYROLL ACCOUNT	Volume
Demand Deposit Services	
Account Maintenance - Monthly	1
Zero Balance Services	
ZBA Sub Account	1
Controlled Payment Services	
Controlled Payment - Mth Maint	1
Control Payment - Checks Paid	63
Controlled Payment - Mismatches	1
CPR Auto D/T To Bank/Tran	2
CPR Auto D/T To Bank/Rcrd	65
CPR Returned Item	1
ARP Services	
Partial Recon - Base Fee	1
Image Delivery Services	
CD-Rom Premium CD	1
CD-Rom Images Per Item	63

ARTICLE V – PROPOSAL CHECKLIST AND ADDENDUM ACKNOWLEDGEMENT

Proposer's Name: _____

CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

The Proposer is responsible for carefully reviewing the RFP requirements and submitting all information requested. In addition, the following items must be submitted in a separate envelope:

Envelope #1

- A. Conflict of Interest Certificate (Exhibit A)
- B. Acknowledgement of Addendum, if applicable

Acknowledgment of the following Addenda is hereby made:

Addenda No. _____ Date: _____ Proposer's Initial: _____

Proposer Name: _____

Authorized Agent's Signature: _____

Printed Name: _____ Date: _____

Title: _____

Proposer is a: Corporation Partnership Individual

Federal Identification Number: _____

Remittance Address: _____

Telephone Number: _____

Facsimile Number: _____

NO PROPOSAL FORM

If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return it to:

**City of Winter Garden
Attn: Finance Department
300 West Plant Street
Winter Garden, FL 34787**

Please be sure "NO PROPOSAL" and the Proposal Number are clearly shown on the outside of the envelope. **RETURN THIS FORM ONLY.**

We are unable to submit a proposal at this time due to the following reasons:

- 1. We are unable to provide the nature of the service/products requested. _____
- 2. Requested specifications are too restrictive. (Please elaborate) _____
- 3. We are unable to comply with other terms of this invitation/request. _____
- 4. Request was not sufficiently clear. _____
- 5. Other: Please state the reasons in detail.

Comments: _____

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

(The remainder of this page has been intentionally left blank)

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

Proposer must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this proposal.

SECTION I

I hereby certify that no official or employee of the CITY OF WINTER GARDEN requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named CITY OF WINTER GARDEN official(s) and/or employees(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the CITY OF WINTER GARDEN City Manager's Office, 300 West Plant Street, Winter Garden, FL 34787 prior to the time of proposal opening.

Name

Title or Position

Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

The CITY OF WINTER GARDEN requires that a public official who has a financial interest in a proposal or contract make a disclosure at the time that the proposal or contract is submitted or at the time that the public official acquires a financial interest in the proposal or contract. Please provide disclosure, if applicable, with proposal.

Public Official: _____

Position Held: _____

Position/Relationship with Proposer: _____

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