



**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
BANKING SERVICES**

**I. Introduction**

**A. Objectives**

The City of Neptune Beach is seeking competitive proposals for banking, financial and investment services from commercial banks located within 5 miles of the geographical areas of the City. The purpose is to identify the banking institution that can provide high-quality service at the most favorable financial terms to the City.

**B. Instructions**

1. **Sealed Proposals**: Responses to this Request for Proposal (RFP) will be submitted in a sealed envelope, clearly identified as:

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
BANKING SERVICES  
NOT TO BE OPENED UNTIL MONDAY  
NOVEMBER 09, 2020 AT 2:00 P. M.**

and mailed to:

City of Neptune Beach  
116 First Street  
Neptune Beach, FL 32266  
Attn: Catherine Ponson, City Clerk

or delivered to:

City Hall  
City Clerk's Office  
116 First Street  
Neptune Beach, FL 32266

**FAXED PROPOSALS WILL NOT BE ACCEPTED.**

2. **Proposal Schedule**: The following schedule will be adhered to

**October 12, 2020** Distribution of Requests for Proposals

**October 21, 2020** Voluntary pre-proposal conference at 10:00 A.M. in the City Hall Council Room.

**November 09, 2020** Deadline for submission of proposal. **Proposals must be in the possession of the City of Neptune Beach by 2:00 P.M., this date.** Late submissions will be disqualified.

**November 16, 2020** Recommendation made to Council during Regularly scheduled Council Workshop.

**December 7, 2020** Contract Approved during Regularly scheduled Council Meeting.

**January 11, 2021** Implementation date for this banking contract.

3. **Pre-Proposal Conference:** A voluntary pre-proposal conference will be held on October 21, 2020 at 10:00 A.M. in the City Hall Council Room. Questions regarding the scope of services, specifications, or proposal process should be raised at this time.
4. **Response:** Each respondent bank will submit only one proposal. This proposal must be on the standard forms provided in the RFP and the selection will be based on the responses provided on the standard proposal forms.

Any exceptions to the attached proposal specifications must be noted.

Each institution submitting a proposal must submit one (1) original and three (3) copies.

5. **Public Opening:** All sealed proposals must be recorded in the City Clerk's Office on or before 2:00 P.M., November 09, 2020. The submission of proposals is the sole responsibility of the proposer. The City of Neptune Beach will not be responsible for delays in mail delivery, or delays caused by other occurrences.

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

- a. The purpose of the public opening is for a reading of proposals received.

**No award will be made or implied at this time.**

- b. Only the following information will be given:

- (1) Bank name;
- (2) Total proposed monthly charges and compensating balance (items A and B on Exhibit C, Proposed Evaluation Form); and
- (3) Rate quotation on overnight interest or repurchase agreement (Item C on Exhibit C, Proposal Evaluation Form).

- c. Proposal documents will not be reviewed at the bid opening, but will be taken under advisement and each member of the selection committee will score independently based on the criteria contained within this proposal.
- d. A copy of the proposal tabulation will be available for review in the Clerk's Office upon completion of the recommended award. Respondents that wish to view copies of the proposals, after the Public Opening may do so by making an appointment with the City Clerk.

6. **Selection Criteria:** The following criteria will be used to evaluate the responses and to recommend a bank to the City Council:
- a. Completion of all required response items on the standard forms (Exhibits A, B, C, and D);
  - b. Ability to meet current and projected service requirements over the term of this banking agreement;
  - c. Certification as a “Qualified Public Depository” under the Florida Security of Public Deposits Act;
  - d. Submission of the Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Exhibit D);
  - e. Most favorable financial terms.
7. **Selection Process:** The City staff will evaluate the responses submitted, rank the proposals, and recommend negotiations be undertaken based upon ranking. Upon approval of the staff ranking by the Council, a negotiating conference will be set. At any time during the negotiating conference(s), the City may decide to negotiate with the next ranked proposer, if the City determines that such action is in the best interest of the City.

Under no circumstances should any prospective proposer or any person acting for or on behalf of said proposer, seek to influence or gain the support of the City Council or City Staff for or against the interest of any prospective proposer. Any such activities shall result in the exclusion of the prospective proposer from consideration by the City.

8. **Indemnification:** The bank shall indemnify and hold harmless the City, and their agents and employees from and against all claims, damages, losses and expenses arising out of, or resulting from, the performance of the services requested herein; and covered in whole or in part by any negligent act or omission of the bank, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In any and all claims against the City, or any of their employees by any employee of the bank, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the bank or any subcontractor under Workers’ Compensations Acts, Disability Benefits Acts or other Employee Benefit Act.
9. **Insurance Requirements:** Banks shall be insured by the Federal Deposit Insurance Corporation (FDIC) and have all other necessary collateralization and insurance. Bidders 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 bidder(s) in no way relieves them from responsibility for compliance with all said laws, ordinances, rules, and regulations.

## **10. Terms and Conditions:**

- a. The City reserves the right to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedures, and to accept or reject any item or combination of items. The award will be to the bank whose proposal complies best with all the requirements set forth in this RFP, and whose proposal in the opinion of the City is the best proposal.
- b. In the event that the bank does not execute a contract within thirty (30) business days after the date of notification of the bid award, the City may give notice of intent to negotiate a contract with the next ranked proposer, or to call for new proposals and may proceed to act accordingly. The City assumes no responsibility for any cost incurred in preparation of this proposal.
- c. The standard proposal form indicates an estimate of the number of monthly transactions. This number is the City's best estimate of the average volume and the City in no way guarantees these as minimum or maximum volumes.
- d. Proposers shall thoroughly examine and be familiar with these specifications. The failure or omission of any proposer to receive or examine this document shall in no way relieve any proposer of obligations with respect to this proposal or the subsequent contract.
- e. Proposers will not be permitted to modify the amounts of their proposal. Proposals must be guaranteed for a minimum of sixty (60) days.
- f. Proposers must meet the following minimum criteria:
  - (1) Certification as a "Qualified Public Depository" under the Florida Security for Public Deposits Act (Chapter 280 of Florida Statutes);
  - (2) Maintain its home office or a full-service branch bank within 5 miles of the City of Neptune Beach, Florida;
  - (3) Submit notarized sworn statement under Section 287.133, Florida Statutes, on Public Entity Crimes (Exhibit D).
- g. An executive of the financial institution will be assigned to, and have thorough knowledge of, the City's account. This executive will serve as liaison between the City and the financial institution regarding the administration of the banking and investment services.
- h. Failure to comply with any of the terms and conditions of the RFP by the bank which is awarded the bid will be cause for termination of the "Banking Services Contract".

## **11. Term of Contract**

The City intends for the term of the banking services agreement to be for five (5) years. Services are to commence no later than January 11, 2021 and cost of services will remain fixed over the five-year period. The contract may be renewed for an additional five-year period by mutual agreement. At the end of the agreement, the City will require the Bank to continue to process outstanding deposits and checks for a period of six months. During this period, the Bank will be paid the contractual rates for maintaining the accounts and the contractual processing fees.

Services that are not obtained by the City at the time of this contract may be negotiated with the Proposer on an individual basis as new services become available during the contract period. Additional charges will not be added for any reason without negotiations and approval from the authorized District representative.

The Proposer may terminate the contract upon written notice to the authorized City representative of no less than 180 days prior to termination. If the Proposer exercises this option to terminate the contract, they shall be prohibited from giving future proposals for at least one proposal period.

## **12 Contract Termination with Cause**

The City of Neptune Beach shall have the right at any time and at all times to terminate this Contract for cause, and it is agreed that the violation by VENDOR of any covenant or provision contained in this Contract, or the failure or refusal of VENDOR to abide or carry out any covenants or provision of this Contract, shall constitute sufficient cause for which the City may terminate this Contract. In the event the City shall elect to terminate this contract for cause, the City shall notify VENDOR in writing and shall specify the cause for such termination and the date that such termination shall be effective, whereupon VENDOR shall have no further rights and the City shall have no further obligation to VENDOR, pursuant to this Contract subsequent to the date that the Contract is terminated for cause as aforementioned by the City of Neptune Beach.

## **13 Contract Termination without Cause**

The City shall have the right at any time and at all times to terminate this Contract without cause, upon written notice of such termination not less than 90 days prior to the date that such termination shall be effective, and such right to terminate this Contract without cause is hereby reserved by and to the City. In the event the City shall elect to terminate this Contract without cause, the City shall notify VENDOR in writing and shall specify the date (not earlier than 90 days after the date of delivery of written notice by the City to the VENDOR) on which this Contract will terminate. Upon receipt of written notice, the VENDOR agrees to abide and perform all covenants and provisions of this Contract until the date of termination specified in the written notice of termination. VENDOR shall have no further rights, and the City shall have no further obligation to the VENDOR, subsequent to the date of termination of this Contract as specified in written notice.

## **II. Scope of Banking Services**

### **A. General**

The banking services detailed in this section will be performed for the City on an ongoing basis for as long as it benefits the City.

### **B. Accounts Included**

Primary banking services will be conducted with the following subsidiary accounts:

Money Market Investment Account  
Pooled Cash Account  
Controlled Disbursement (Claims Account)  
Controlled Disbursement (Payroll Account)

The City is looking for the most beneficial account type that will provide the most service for the amount of activity of each account. Online bill pay, direct pay (ACH) payments to vendors and employees, and direct deposits from vendors and the State (ACH) deposits.

### **C. Account Structure**

The City desires to maximize its cash availability using money market investment. The City will also utilize other local banks for investment purposes.

The City reserves the right to open zero balance and/or repurchase accounts during the contract period at the price proposed in this proposal.

#### **1. Money Market Investment Account**

#### **2. Pooled Cash Account**

This account receives daily cash deposits, direct deposits from the State, local governments and other entities, ACH deposits for customer utility payments.

#### **3. Claims Account**

This account will be used solely to process disbursements for accounts payable.

#### **4. Payroll Account**

This account will be used solely to process disbursements for payroll.

#### **5. Other Accounts**

Other accounts may be established over the contract term as required by the City.

Transfers between the accounts will be charged to the City only as transfers and not also as items deposited and checks paid. Transfers will take place automatically without initiation by the City or as needed at the City's discretion.

### **D. Availability of Funds**

Deposits will be made periodically during the business day to a designated cashier or location mutually agreed on by the City and the bank. The bank agrees to credit the City's Account for selected items according to the following schedule: (cont. next page)

- a. Incoming Wire Transfers – same day credit regardless of time of receipt during the day. See Section II. F., Wire Transfers.
- b. Incoming wire transfers from any bank-initiated repurchase agreements shall be credited to the City's Concentration Account by 9:00 A.M.

All other checks will be based on the bank's availability schedule". Bidders are required to attach a copy of their current "availability schedule" to the proposal.

#### **E. Automatic Overnight Investment Program (Repurchase Agreements)**

1. The balance in the Concentration Account in excess of the compensating balance (providing this is the method selected for paying for services) will be available for investment at the City's discretion. Any balances remaining in the Concentration Account will be invested in a Repurchase Agreement overnight or until the next business day for both the bank and the City, unless those balances are used in the computation of interest earnings on the account. Balances invested in the Repurchase Agreement shall be backed by U. S. Government Securities whose total current market value is equal to at least 105% of the total amount invested.
2. Securities held as collateral for repurchase agreements shall be segregated and documented as securities being held for the account of the City. Collateral may be held by the bank's safekeeping division.
3. A monthly statement will be forwarded to the City detailing both daily balances and interest earnings for the month. Interest due will be credited to the Concentration Account daily, and reflected as a separate entry on the statement.
4. All interest earnings on repurchase agreements or deposits will be computed in strict accordance with the rate proposed in your response. This rate shall be stated as a fixed daily rate which bears a direct relationship to the "opening daily Federal funds rate." The rate quoted by the bank will be "the Federal funds rate, plus or minus the specified basis points."

#### **F. Wire Transfers**

##### **Outgoing**

The bank will wire funds through the Federal Reserve System only upon the request of the Finance Director, or designee, to other financial institutions for the account of the City of Neptune Beach.

The bank agrees to execute any wire transfer order within one (1) hour after notification by the Finance Department through the computer terminal, or by telephone, or by fax, if necessary. Wire transfers ordered and not received by the destination party by 6:00 P.M. will be traced by the bank from origin to destination to ascertain the party responsible for delaying the transfer. The bank will make adjustments for any lost interest, or charges resulting from the bank's failure to consummate an investment transaction.

### **Incoming**

The City intends to consider all wire transfers received by the bank prior to the end of the business day as “available for investment” by the City, regardless of the time of actual receipt by the bank. Should a wire transfer not be received by the bank as specified above, then the bank will trace the wire transfer from origin to destination to ascertain the party responsible for delaying the transfer. Adjustments will be made as soon as possible for any lost interest resulting from the bank’s failure.

### **Other**

The bank is requested to provide a copy of its Wire Transfer Agreement with its proposal. The Wire Transfer Agreement must take into consideration the provisions of the UCC Article 4A. Continued problems with wire transfers resulting from the bank’s failure may constitute sufficient cause for termination of the banking services contract. Additionally, provisions within the Wire Transfer Agreement will be subject to negotiation prior to signing the contract.

## **G. Account Reconciliation**

The bank will provide partial reconciliation service for all accounts with checks drawn against them monthly. At a minimum, reconciliation services will provide for the electronic transmittal of the following information:

1. Cancelled checks, sorted by check number on a monthly basis.
2. Debit and credit memos, and deposit notices in date order on a monthly basis.

## **H. Statement and Advice Frequency**

All advices affecting a debit or credit transaction must be emailed daily.

Monthly bank statements will be for the full calendar month and will be available online to the City of Neptune Beach within one (1) day after the end of the month.

A Monthly Service Charge Report for a particular month will be completed and delivered online to the City of Neptune Beach within two (2) days after the end of the month.

All advices, statements and notices will be emailed to:

Carl LaFleur, Chief Financial Officer at:  
[cfo@nbfl.us](mailto:cfo@nbfl.us)

## **I. Designated Account Executive**

The City requests that the bidders provide the names of a designated account executive and an alternate. The designated account executives must have the authority to make timely decisions on their own in the normal course of business.



**J. On-Line Access**

The City desires to access account balances via computer terminal.

The following minimum information is requested:

1. Ledger balance
2. Available (collected) balance
3. Debit and credit postings

Include your charge (if any) for these services in Exhibit C with the other costs.

**K. Other Banking Services and Conditions**

1. All returned checks due to insufficient funds will be automatically redeposited a second time. Please include your charge (if any) for this item in Exhibit C with the other costs.
2. Although the City intends to pay for all services specified within this RFP, there are other documents and services which banks customarily provide at no cost. These include, but are not limited to, preprinted deposit slips, stop payments, coin wrappers, deposit bags with keys, and coin bags. **All services and supplies must be priced and submitted with this RFP. Any charges for these or other services must be noted on Exhibit C.**
3. Debit and credit memos required to adjust errors caused by the bank will not be charged to the City. All deposit errors must be accompanied by a copy of the particular deposit slip. All bank errors must be corrected within three (3) days of notification by the City.
4. The bank agrees to provide MICR check specifications to the check printer.
5. Coins and currency are occasionally requested by the City. Indicate in Exhibit C if a fee for providing this service applies.

**L. Investment Services**

1. The bank may be requested to provide safekeeping facilities for investments owned by the City, either within the bank's own facilities or at the Federal Reserve. A copy of all safekeeping receipts will be issued to the City at the consummation of each investment transaction. A statement listing the details of all items in safekeeping will be furnished to the City monthly and at any time upon request.
2. The bank agrees that it will assist the City in every way possible in the City's program of investments. The bank understands and agrees that the City may elect to do a repurchase agreement or other types of investments with other parties. The City will require the full cooperation of the bank to facilitate wire transfers in and out of the bank when the investment is purchased and when it matures.

## **M. Credit Card Processing**

1. The City processes normally approximately 480 Visa, MasterCard, and Discover transactions per month. Deposits of these sales will be granted next day availability. The bank will provide the City with credit card processing equipment that allows for immediate verification and electronic draft capture.
2. The bank will set forth on the Proposal Evaluation Form, Exhibit C, Item D, the discount necessary to compensate them for providing these services. The bank will also indicate any additional monthly charges associated with this activity, including but not limited to, maintenance fees and non-qualified transactions fees. Note: The amount necessary to compensate the bank for these services will not be included in the calculation of the compensating balance. Such fees are to be charged, by invoice, directly to the City.
3. The bank will quote any initial set-up costs and equipment lease or purchase rates. Any other "up front" charges should be delineated.
4. The City reserves the right to rebid credit card processing services at any time and, if determined to be in the best interest of the City, to have another bank provide such services.

## **III. Payment for Services**

### **A. Fees**

Should the City elect to pay for banking services on a monthly fee basis, all account charges will be itemized and submitted to the City by the 10<sup>th</sup> of the following month. Following the City's opportunity to review charges, and reconcile any differences or errors, the bank will receive authorization to debit the account(s) by the 15<sup>th</sup> day of each month.

### **B. Compensating Balance**

Should the City decide to use balances to compensate for monthly service charges, any excess balances will be carried forward to subsequent months. Excess balances in previous or subsequent months will be used to cover deficit balances. Please indicate on Exhibit C, Item B, the calculation in determining the compensating balance, and the extent of the "carry over" period.

## **IV. Proposals**

### **A. Explanation of Proposal Forms**

Use of the forms in Exhibits A, B, C, and D, or a copy thereof is required of all proposers. No proposal will be considered without amounts being placed on these forms. If the bank is unable to meet or exceed the requirements specified, then the phrase "No Proposal" should be entered for that particular item.

The proposal will be on a variable cost basis. Under the variable cost method, actual monthly services will be counted and the volume of transactions will be computed to determine the monthly service charge, and the offsetting compensating balance required to support the activity.

The City reserves the right to eliminate any individual service contained in the proposal, if the City determines the service is unnecessary or can be provided in a more beneficial manner.

**B. Completion of General Information (Exhibit B)**

Responses to Items 1 through 16 are required.

**C. Completion of Proposal Evaluation Form (Exhibit C)**

**Section A:** Complete “Charge per Item” column and “Monthly Service Charges” columns. Monthly Service Charges per item are computed by multiplying the monthly volume by the per item charge. If an item is offered at “no cost”, please indicate. If an item is not available, please indicate “No Proposal”. If other charges apply that are not listed, indicate in the space provided. Add additional sheets as necessary. Total the line items to obtain a “Total Proposed Monthly Charges”, and an estimated annual charge.

**Section B:** Indicate the required monthly compensating balance to offset the charges calculated in Section A. Show in detail how the compensating balance is calculated, including reserve requirement, and basis for earnings credit rate used. Define the “carry over” term.

**Section C:** Indicate the rate quoted for interest on deposits or overnight repurchase agreements. This section also requests a sample calculation to use in comparing all proposals.

**Section D:** Provide the discount rate and all costs associated with credit card processing, including set-up and monthly costs.

**D. Periodic Adjustment to Banking Service Contract**

It is the intention of the City that all per item charges and all other banking service charges remain fixed over the contract term. However, the City recognizes that due to factors beyond the control of either party, periodic review of the actual number of transactions, the current earnings rate of the bank on the compensating balance and the per item charges may be necessary. Therefore, either party to the contract can request a review of service charges and compensating balance annually on the anniversary date of the contract by providing written notice by certified mail to the other party within thirty (30) days of the anniversary date.

**Summary**

All banks who wish to respond to this RFP are requested to complete the proposal submission form (Exhibit A), provide the requested information in Exhibits B, C, and D, and return the proposal to the City of Neptune Beach in accordance with Section I. B. of the RFP.

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
BANKING SERVICES  
SUBMISSION FORM**

**PROPOSAL SUBMITTED BY:**

**BANK:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

This proposal contains all the information requested in the Request for Proposal, including the items noted on the following Exhibits:

Exhibit B	General Information
Exhibit C	Proposal Evaluation
Exhibit D	Statement on Public Entity Crimes

I hereby acknowledge that the Request for Proposal and our response to it will be incorporated as an attachment to the contract for provision of banking services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Please submit one (1) original and three (3) copies of your proposal.**

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
BANKING SERVICES  
GENERAL INFORMATION**

Please respond to the following items:

1. Name of institution.
2. Principal local business address of institution.
3. Date institution was chartered.
4. Attach a summary showing the institution's organization and principal staff members who will be involved in providing services to the City of Neptune Beach. Attach resume showing local government experience of account executive and an alternate.
5. What experience does the institution have in providing banking and custodial services to municipalities and/or governmental agencies to which banking services are now being provided. Attach references, including name and telephone number of a contact person in each agency referenced.
6. Provide a listing of the institution's branches which can provide depository services and currency to the City's departments.
7. Provide a listing of the bank's policy on times for transaction postings. For example, what is the latest time a transaction will be posted and included in the current day's business? What are cut-off times applied to incoming wires, outgoing wires, daily deposits, settlement of check presentments in controlled disbursement account, sweep into overnight investments, and any other times that may apply?
8. Provide a copy of the bank's availability schedule.
9. Provide a copy of the bank's Wire Transfer Agreement.
10. Provide the bank's audited financial statements for the previous two years.
11. Provide the bank's ratings for the previous two years.
12. Provide a copy of the bank's Certification as a State of Florida "Qualified Public Depository".
13. Provide copies of any contracts or other separate agreements the bank may require the City to sign to use the services being proposed.
14. Provide sample copies of daily and monthly activity reports and statements, including, but not limited to, wire transfer confirmations, monthly accounting statements, account analysis reports, monthly investment statements, and safekeeping receipts.

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
BANKING SERVICES  
PROPOSAL EVALUATION FORM**

**BANK** \_\_\_\_\_

**A. Proposed Charges for Services**

	Estimated Number of Units	Charge Per Item	Monthly Service Charge
Balance Related Services			
FDIC Assessment			
Depository Services			
Account Maintenance	3		
Banking Center Deposit	68		
General Cks Paid-Not Truncated	210		
Returns-Chargeback	6		
Returns-Reclear	9		
Returns-Reclear Services	1		
Cks Dep Un-Encoded Items	2,150		
Debits Posted-Electronic	51		
Credits Posted-Electronic	68		
Deposit Account Statements	3		
Gen. Disb Cks. Pd - Is Front Img	90		
Commercial DEPS-Cash Vault			
Curr/Coin Dep/\$100-Bkg Ctr	240		
General ACH Services			
ACH Return Item	2		
ACH Monthly Maintenance	2		
ACH Input-File	7		
ACH Notif of Change (NOC)	1		
ACH Standard Reports-Fax	3		
ACH Consumer On US Credits	35		
ACH Consumer Off US Credits	250		
ACH Consumer On US Debits	119		
ACH Consumer Off US Debits	374		
ACH Credit Received Item	56		
ACH Debit Received Item	48		

	Estimated Number of <u>Units</u>	Charge Per <u>Item</u>	Monthly Service <u>Charge</u>
Wire Transfers			
Wire Module Maintenance Svcs	1		
Elec Wire Out - Domestic	5		
Elec Wire Bk Mnt Temp Storage	7		
Book Credit	1		
Information Services			
CPO Online Subscription	1		
Miscellaneous			
Nonrelationship Cust. Ck Cashed	14		
Total Proposed Monthly Charges			_____
Estimated Annual Charge (Total Monthly x 12)			_____

**CITY OF NEPTUNE BEACH  
REQUEST FOR PROPOSAL  
BANKING SERVICES  
PROPOSAL EVALUATION FORM**

**BANK:** \_\_\_\_\_

**A. Compensating Balance**

Required Monthly Compensation Balance  
to offset service charges shown in item A above. \$ \_\_\_\_\_

Show Calculation for compensating balance (formula), define "carry over" period:

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**B. Rate Quotation of Overnight Interest or Repurchase Agreement**

1. Federal Funds Rate plus or minus (circle one) \_\_\_\_\_ basis points.
2. Assume a daily opening Federal Funds Rate of \_\_\_\_%. What is the exact rate you will pay the Town on the daily overnight repurchase agreement or interest on deposits, calculated to three digits after the decimal point (e.g., 5.350%).

**D. Rate Quotation on Credit Card Processing**

Discount Rate		_____ %
Maintenance Fees (Monthly)	\$	_____
Initial Set Up Costs	\$	_____
Equipment cost (specify period)	\$	_____
Other Charges (specify)		
_____	\$	_____
_____	\$	_____
_____	\$	_____



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

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

1. This sworn statement is submitted to the City of Neptune Beach, Florida  
[print name of public entity]

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

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

whose business address is \_\_\_\_\_

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
3. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
**[signature]**

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

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification) My commission expires \_\_\_\_\_

(Printed typed or stamped Commissioned name of Notary Public)