



BANKING SERVICES

FOR

THE TOWN OF LAKE HAMILTON, FLORIDA

REQUEST FOR PROPOSALS

Banking Services: RFP No. Fin: 2023-01

Town of Lake Hamilton
100 Smith Ave.
Lake Hamilton, FL 33851
863 439-1910
863 439-1421 fax

Due Date: 8/21/2023

NOTICE TO PROPOSERS

The Town of Lake Hamilton, Florida, pursuant to the policies and procedures of the Town of Lake Hamilton is currently accepting **Proposals for Banking Services**. The successful respondent will enter into a three-year service contract with options to renew for additional three (3) year periods.

FINANCIAL INSTITUTIONS who are interested in providing this service may obtain a Request for Proposal www.townoflakehamilton.com or in person at Town of Lake Hamilton, 100 Smith Ave., Lake Hamilton, Florida 33851 between the hours of 8 a.m. and 5 p.m., Monday through Friday. **Sealed proposals must be received by the Town of Lake Hamilton no later than 2 p.m. E.S.T., September 13, 2023**, at which time they will be opened for the record.

The Town reserves the right to reject any or all proposals, in whole or in part, to waive minor defects in the process, to request additional information from proposing financial institutions, to solicit comparable information on such services from all other banks responding to this request for proposal, and to accept the proposal deemed by the Town to be in the Town's best interest.

Brittney Sandoval Soto
Town Clerk

**TOWN OF LAKE HAMILTON,
FLORIDA
Banking Services: RFP No. Fin: 2023-01**

I. PURPOSE: The purpose of this Request for Proposal (RFP) is to provide the Town of Lake Hamilton with a way to determine the highest qualified banking institution which, in the Town's opinion, is best suited to undertake banking services required by the Town. Factors such as capability, experience, location, and the ability to work within established time and budget constraints will be used in the selection process.

Currently the Town is requesting proposals for banking services from any bank organized and existing under the laws of the State of Florida. This institution must be certified by the State of Florida, Bureau of Collateral Securities, Division of Treasury as a qualified Public Depository and have an office or principal branch within Lake Hamilton, Florida. The intent of this proposal process is to select one financial institution to provide the banking services as specified in this proposal document.

The RFP indicates the number of transactions anticipated; and although this is the Town's best estimate of volume, the Town makes no guarantee regarding volume, and nothing contained herein or in any supporting documents shall be construed to guarantee either minimum or maximum volumes.

II. SCOPE OF WORK:

1. ***Pooled Cash Account:*** Establish a pooled cash account for the Town. The Town's general operating account covers a variety of activities. Daily deposits will be made by town employees. Upon verification of the deposit, duplicate deposit slips are validated by the bank and returned to the Town. This is an interest-bearing account. In its response, the bank should specify the interest rate on such account or how the rate is to be determined.

The Town currently has sixteen separate cash accounts that will be combined into one pooled cash account (or "Portfolio" or "Parent") as a result of this RFP process. In its response, the bank should discuss how it might assist the Town in creating a pooled account and any or other sub-accounts that would be used to provide service for the Town's separate functions. Accounts that will be combined into pooled cash include but may not be limited to: General Operating Checking, restricted accounts for Impact Fees, Trust Accounts (also restricted), Reserve Accounts, Utility Deposit account, and a Contingency/Reserve account.

2. ***Wire and Electronic Funds Transfers:*** The bank will be required to accept or send wire and electronic funds transfers. The bank should clarify, in writing, the method and policy of handling transfers including cut-off times. The bank will be required to accept verbal and internet requests from an established list of authorized Town personnel for the execution of transfers of Town funds.
3. ***Stop Payments:*** The bank should have the capability of receiving stop payment orders via the bank's web-based internet site from authorized Town personnel with access to all Town accounts.
4. ***Returned Items:*** Checks from customers of the Town which have non-sufficient funds should automatically be resubmitted for payment the next banking day before being returned to the Town as an NSF check.

5. **Overdrafts:** The Town does not intentionally overdraw accounts. If, however, an account is overdrawn, the bank must honor all checks presented. No Town issued check is to be returned unless payment was stopped.
6. **Bank Statements:** Monthly bank statements ending on the last day of each month will be provided for all Town accounts. Statements must be received by the Town's Finance Department within five working days following the end of the month. The bank will submit with the statement a printed list of the cleared checks in check number order, identifying the check number, the check amount, and the date each check cleared the bank. Breaks should be obvious where checks in numeric sequence are missing. Digital images of all the canceled checks sorted in numerical order must be included with the statement.
7. **ACH Services:** The bank must be both a sending and receiving bank on the Automated Clearing House (ACH) system. The bank should have the capability of receiving ACH files electronically from authorized Town personnel. The Town utilizes a direct deposit payroll system for all of its employees. The bank must have the capability of processing this payroll file electronically with deposits going to the employees' bank accounts at the financial institutions of their choice.
8. **Cost of Services:** It is the intent of the Town to obtain the most cost-effective and efficient services. Banking services and documents not detailed on the proposal form will be provided to the Town at no cost. The Town will provide endorsement stamps and the checks for the General Operating Account. The Town will also provide bank deposit slips. The bank shall provide other banking supplies such as security bank bags and coin wrappers. The bank will prepare a monthly detailed analysis of the cost of services and shall have the authority to debit the General Operating Account on a monthly basis for the total combined service charge. In its response, the bank may specify other services it can provide with a brief description and anticipated cost of these optional services.
9. **Credit Card/Purchase Card:** The bank will provide a credit card/purchase card with the banking services. There shall be no annual fee for this service. The Town will pay the balance in full on a monthly basis. There are currently 7 individuals with Town credit cards with a \$5,000 credit limit each with total overall limit of \$35,000. No cards reach or exceed the available credit limit and our total monthly average charges are between \$7,000 and \$16,000 monthly.
10. **Disaster Recovery:** The bank shall provide information regarding their disaster recovery plan including specific plans related to servicing the Town in the event of a disaster. Additionally, the bank shall provide information regarding their ability to provide uninterrupted service.
11. **Employee Benefit Package:** To facilitate the Town's employee direct deposit payroll, the bank shall upon request provide employees a checking and/or savings account for direct deposits with no minimum balance requirement and no maintenance fees.
12. **Web-based Internet Access:** The bank must have an established web-based internet site to allow authorized Town personnel access to all Town accounts. The Town anticipates utilizing internet-based banking. The bank should include a listing of the services and advantages it offers regarding internet banking. Banking via the bank's web site shall include access to account activity and balances.

13. **Continuous Services:** The bank will have and maintain sufficient staff to support these requirements on a continuing basis without interruption of service. Server problems or repeated breakdown of electronic service will be just cause for cancellation of the Agreement by the Town. The Town requires that the bank designate one of its officers to act as a liaison with the Town, at no cost, for matters regarding the Town's account. The Town shall have the right to approve the person so designated or their successor liaison. Should the Town object to the person so designated, the bank will replace them with a qualified person, acceptable to the Town, forthwith.
14. **Access to Records:** From time to time, authorized Town representatives shall require copies of items included in deposits made by the Town to resolve balancing issues or disputes with utility customers. Such items will be provided to the Town immediately upon request. The bank should include in its response the time to provide and cost.
15. **Holiday Closings:** A holiday schedule should be provided.
16. **Lock Box:** The Town may during the contract term change its utility billing format to take advantage of a lock box. The bank should clarify, in writing, the method and policy of handling such accounts. Any equipment or software required to utilize this method should be defined within your submittals. Include the fees for such software and the fee for processing of these transactions.
17. **Cashing Petty Cash Checks:** The bank will cash petty cash checks at no charge to the Town or employee cashing the check. Such checks will be identified as such. The bank will require that the employee present a current city issued identification card to cash such checks.
18. **Optional Banking Services:** As the Town continually seeks to improve operations and cash management, it will look to its bank for creativity, expertise, and flexibility. The bank may, in addition to the Required Banking Services, submit optional proposals, such as deposit pick-up services or other services which the bank or the Town feels would be in the best interest of the Town.
19. **Electronic Deposit:** The Town would like to utilize electronic deposit via RDC so that checks received are scanned and submitted to the bank once or twice a day. The Town's account is immediately credited with these check amounts. The Bank should include this service in the quote provided.

III. ADDITIONAL INFORMATION TO ASSIST PROPOSERS

1. **Daily Balance:** Currently, the average daily balance fluctuates between \$800,000 and \$1.1 million and the average monthly balance is approximately \$700,000. However, this may be subject to change as a result of future investment activity.
2. **Deposits:**
 - i. **Daily Deposits:** Deposits are made daily Monday through Friday excluding holidays, and total approximately \$245,000 per month in checks and cash. Requests for change are frequently included with the deposits.

- ii. **ACH:** Deposits from ACH transactions are approximately \$191,000 per month with an average of 10 items.
- iii. **Credit Card Deposits:** Credit card deposits are made twice daily and total approximately \$68,000 per month.

3. Withdrawals:

- i. **Checks:** The Town issues approximately 65 checks for an average of \$600,000 per month.
- ii. **Returned Checks:** Approximately 2 checks and 2 ACH payments are charged back each month as a result of insufficient funds.
- iii. **EFT:** The Town initiates approximately 60 EFT transactions via the internet for payment of items such as recurring expenses, payroll taxes and other related payroll expenses per month for an average \$65,000.
- iv. **ACH:** The Town transmits a file every other week for direct deposit of payroll via our payroll provider. Each file is approximately 28 records for an average total of \$50,000 with a separate file for payroll tax with an average of \$12,000. The direct deposit files are transmitted to the bank every other Tuesday and is available to the employees' financial institutions by Thursday morning. These days are adjusted accordingly for holidays.

IV. PROPOSAL REQUIREMENTS: Proposals must be submitted, with an original and five (5) copies, in a sealed envelope clearly marked with the name of the bank, **"SEALED PROPOSAL: Banking Services RFP No. Fin: 2023-01"**. In addition, the Town requires a PDF copy of all responses to be submitted on a flash drive. Proposals not including the outlined information will be deemed non-responsive and excluded from consideration.

Delivery by the specified date and time is the sole responsibility of the proposer. Any addendums to this RFP or the required delivery method or time will be posted to the Town's website.

- 1. **Title Page:** Bank's name, the name, address and telephone number of the contact person and the date of the proposal.
- 2. **Table of Contents:** A table of contents including page references.
- 3. **Transmittal Letter:** A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the bank believes itself to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for one hundred eighty (180) days. The signer must have the authority to bind the proposer to the submitted proposal and must include a declaration of that authority in the letter of transmittal.

4. Profile of the Proposer

- i. A bank submitting a proposal must be:
 - 1. A Federal or Florida chartered bank or Savings and Loan Association with a branch located in Polk County, Florida.
 - 2. A member of the Federal Reserve System.
 - 3. A Qualified Public Depository in conformity with the Florida Security for Public Deposits Act (Chapter 280 Florida Statutes).

- ii. The proposer must submit a summary of the institution's financial resources including the audited financial statements and annual reports of bank and holding company, if any, for the last two years.
- iii. Proposer must identify the Town's primary customer support contact and describe the bank's customer support network including other personnel assigned to the Town's account (technical support, client analysis team member, security issue contact, etc.). Please indicate availability of customer support personnel.
- iv. Proposer must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient services to the Town. The Town reserves the right before recommending any award to inspect the facilities, organization, and financial condition or to take any other action necessary to determine the ability to perform in accordance with specifications, terms, and conditions.
- v. Proposer must complete and submit the Banking Services Proposal Summary.
- vi. The proposer may submit any other information the proposer believes relevant to the selection of a depository financial institution.
- vii. Other – Promotional material may be included as supplemental information; however, it will not be considered as a substitute for the proposal.

V. EVALUATION OF PROPOSALS:

1. Each respondent is expected to provide in the same numerical format, as part of its proposal, information to allow review and consideration. Proposals will be evaluated in accordance with the following criteria:
 - i. Completeness of the proposal and ability to provide the type and quality of services requested within acceptable time frames, and accessibility to branches and services (0 – 30)
 - ii. Cost of services and investment earnings rate (0 – 25)
 - iii. Financial condition, stability of current conditions, and track record of effective management decisions (including references provided) (0 – 20)
 - iv. Prior experience in providing banking services to governments including organizational structure available to service the Town. Communication and interpersonal skills with the ability to be responsive on an ongoing basis (0 – 15)
 - v. Other financial services available (0 – 10)

VI. PRESENTATION: The proposer, if selected for inclusion on a short list, may be required to make a brief (5 to 10 minute) oral presentation to the Selection Committee. The proposer should be prepared to answer all questions and discuss, at least, the following issues during the presentation/interview:

1. The bank's ability to furnish the requested services.
2. The bank's qualifications, including the qualifications/abilities of professional, in-house personnel (Primary contact person should be identified as part of this requirement).

3. A demonstrated understanding of municipal requirements as they are related to the financial and management operations of a local government; and
4. Related issues as may be posed by the Selection Committee or Finance Director.

VII. SUBMITTAL REQUIREMENTS: Proposals shall be submitted as follows:

1. The Proposal Summary Form of this RFP shall precede the required information presented in the order in which it is outlined in **Section IV. Proposal Requirements**. Any additional information submitted in support of the proposal shall follow the required information.
2. Each proposal shall contain evidence of proper licensing to perform required services in the State, County and City.
3. Each proposal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Sections 287.132-133, providing that no public entity shall accept any bid from or award any contract to or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.
4. Each proposal shall include a signed Responder's Certification (attached to this RFP).
5. Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all proposers must disclose with the RFP submittal the name of any officer, director or agent who is also a public officer or an employee of the Town of Lake Hamilton. Further, all proposers must disclose the name of any Town officer or employee who owns, directly or indirectly, an interest of five percent or more in the proposing firm.
6. Banking Institutions submitting proposals as a joint venture shall submit to the Town, as part of proposals, a copy of any joint venture agreement.
7. Preference may be given by the Town of Lake Hamilton to institutions demonstrating a drug-free workplace program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the Town. Proposers intending to demonstrate a drug-free workplace program shall provide a certification form with the RFP submittal.
8. An original and five (5) copies of the proposal shall be submitted in a **sealed envelope clearly marked "SEALED PROPOSAL: Banking Services: RFP No. Fin: 2023-01."**
9. **Sealed proposals** must be received by the Town of Lake Hamilton at the following address no later than **2:00 p.m. E.S.T. September 13, 2023.**

MAILING AND HAND-DELIVERED ADDRESS

**Town of Lake Hamilton
ATTN: Town Clerk
100 Smith Avenue
P.O. Box 126
Lake Hamilton, Florida 33851**

10. Questions and requests for additional information or for clarification **must be** submitted in **writing** no later than **September 6, 2023 at 5:00 pm** to:

Angela Pettus
Finance Director
finance@townoflakehamilton.com

**ALL RESPONDENTS SHALL PROVIDE AN E-MAIL ADDRESS AND CONTACT
SO THAT ANY CLARIFICATIONS MAY BE SHARED.**

VIII. GENERAL CONDITIONS:

1. Only those proposals fulfilling all the requirements outlined on this solicitation will be considered. During the RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal.
2. The Selection Committee will evaluate the proposals from the submission and may ask questions of a clarifying nature, if necessary. The Selection Committee will evaluate each proposal submitted based on all submittals received and recommend the best proposal to the Town Council for award of contract. During the RFP review process, respondents should have no communication with the Lake Hamilton elected officials or Town staff.
3. The proposal, as submitted, will be considered the final submission. The proposal shall remain binding one hundred eighty (180) calendar days. The successful respondent will enter into a three-year service contract with annual options to renew for additional three (3) year periods. This invitation for proposal shall be included and incorporated in the final contract. When applicable, a contract may be renewed contingent upon cost factors, mutual agreement, satisfactory performance evaluations, availability of funds and the approval of the Town Council of Lake Hamilton. The Town of Lake Hamilton's performance and obligation to pay for the purchase of services of a period in excess of one (1) fiscal year under any contractual relationship is contingent upon an annual budget appropriation approved by the Town Council of Lake Hamilton.
4. The Town reserves the right to reject any and all proposals and re-advertise, to waive minor defects in the process, to allow correction for obvious mistakes, and to accept the proposal deemed by the Town to be in the Town's best interest. All issues addressed in the Request for Proposals will be given consideration in determining the successful proposer. **The Town may make a determination that it is in the Town's best interest to conduct additional discussions or request additional information from those proposers deemed qualified for any short list.**
5. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
6. The Town reserves the right to terminate this contract if the bank changes ownership, is taken over by FDIC, or experiences any other re-organization that may be detrimental to the Town of Lake Hamilton. Additionally, the contract may be terminated by either party by giving written notice to the other party no later than ninety (90) calendar days before the proposed

termination date. This provision may be exercised only after the contract has been in effect for three (3) calendar months. The Bank shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of the termination of this contract.

7. The Town of Lake Hamilton cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the Town of Lake Hamilton in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 10 days after bid/proposal opening, whichever occurs first. Section 119.071, F.S.

8. Any purchase order or contract issued pursuant to an RFP and the monies which may become due thereunder are not assignable except with the prior written approval of the Town Administrator or Town Council, whichever authorized the purchase order or contract.

The vendor shall hold and save the Town of Lake Hamilton, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the Town. The Town expressly reserves all rights, privileges and benefits of sovereign immunity.

9. The Town reserves the right, in its sole discretion, as the best interest of the Town may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received.

10. The Town of Lake Hamilton shall give local bidders preference not to exceed five percent of all purchases under \$500,000, up to five percent for construction projects over \$500,000 and up to five percent for contracts under the Consultant's Competitive Negotiation Act. These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes.

11. No reimbursement will be made by the Town of Lake Hamilton for any costs incurred in the preparation of the proposal or presentation.

12. The Town, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the Town shall thereafter be released of all terms and other conditions.

BANKING SERVICES RFP SCHEDULE

RFP Notice..... August 23, 2023

Last Day to Request

Additional Information September 6 , 2023

Proposals Due..... September 13, 2023

Presentations to

Selection Committee September 13, 2023

Anticipated Recommendation

To Commission.....October 3, 2023

TOWN OF LAKE HAMILTON
Banking Services: RFP No. Fin: 2023-01
PROPOSAL SUMMARY FORM

Name of Bank: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: () _____ Fax: () _____

Federal Tax Identification Number _____

Name of Official Completing Proposal: _____

Title: _____

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

2. Is your Bank a member of the Federal Depository Insurance Corp? Yes _____ No _____

3. Is your Bank a member of the Federal Reserve System? Yes _____ No _____

4. Deposits Federally insured up to: _____

5. Authorized Florida Public Depository? Yes _____ No _____

6. Location of home office: _____

7. Hours of Dade City branch: _____

8. Please attach a list that includes location and business hours for each branch. Is list attached?
Yes _____ No _____

9. List any local government agencies to which you have provided the type of services required herein:

_____ Telephone: _____

_____ Telephone: _____

_____ Telephone: _____

10. Please include a copy of your audited financial statements for the last two years. Are copies attached? Yes _____ No _____

11. Please provide a summary of any litigation filed against the respondent in the past three years which is related to the services that respondent provides in the regular course of business. Is list attached?
Yes ___ No ___ N/A _____

12. **PRICING:** The proposer is required to complete the following pricing list which reflects the estimated requirements of the Town and will be the determining factor in evaluating the cost of services. Indicate N/C if there is no charge for an item. If the proposer wishes to incorporate additional service items, please use the blanks provided. Banking services not detailed will be provided to the Town at no cost.

Service	Monthly Fee	Per Item Fee
Account Maintenance		
ACH Transaction		
ACH File Processing		
ACH Return		
Check processing per item		
Deposits per deposit		
EFT deposits per deposit		
Internal Transfer		
Client Analysis (if any charge)		
Research Request		
Returned Item		
Stop Payment		
Wire Transfer In		
Wire Transfer Out		
Electronic Deposit		
Positive Pay		
Remote Deposit Capture – Machine Purchase/Lease		
Remote Deposit Capture		
Other:		

13. As an attachment to the **Banking Services Proposal Summary**, please provide details about the following:
- i. Describe the process by which the interest rate to be paid will be calculated and list the last six months applicable rates. Describe the process by which the interest will be applied to the General Operating Account. If applicable, indicate the minimum interest rate guaranteed.
 - ii. Describe your EFT/wire transfer department, where it is located, what the normal cut-off time is for outgoing transfers, and your incoming notification process. List any other EFT fees not specifically covered under Pricing.
 - iii. Describe the details of how your bank administers ACH services. Include the methods by which payroll direct deposit files can be received for deposits to employees' accounts, by which utility payment files can be processed for drafting our customer's accounts, and time frames for receiving and processing these files. Describe any limitations as far as participating financial institutions.

- iv. Describe what credit card/purchasing card services you may offer.
- v. Describe your disaster recovery plan to include specific plans related to servicing the Town in the event of a disaster. Provide information regarding your ability to provide uninterrupted service.
- vi. Describe your web-based services to include the ability to access account balances and activity, initiate stop payments, and transmit payroll and utility payment files. Describe the security features to include user identification and password maintenance. Include any other features that may be useful to the Town.
- vii. Describe the process and length of time required to obtain copies of a check, deposit ticket, and/or checks included in a deposit.
- viii. Provide a holiday schedule for the current year.
- ix. Describe your method and policy of handling lock box activity. Describe any equipment or software required and any associated costs.
- x. Describe your financial condition, stability of current conditions, and track record of effective management decisions. Indicate your rating as reported by a nationally recognized rating agency.
- xi. Include a sample of any service agreements your bank requires.
- xii. Include samples of a monthly bank statement and analysis statement.
- xiii. In addition to the services described proposals for optional services may be submitted for other services that the proposer feels may be of interest to the Town. Other services might include, for example, sweep accounts, positive pay services, purchasing cards, and municipal lending services.

In accordance with your request for proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby agree if this proposal is accepted, to contract with the Town of Lake Hamilton, Florida to furnish any service requested herein and deliver the same to the Town of Lake Hamilton at the specified location.

The undersigned further declares that they have carefully examined the specifications and is thoroughly familiar with them and their provision(s). They further declare that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without connection with any other person(s) making a proposal for the same services, and it is in all respects fair without outside control, collusion, fraud, or otherwise illegal action.

Name & Title of Authorized Representative: _____

(Printed)

(Signature)

**SWORN STATEMENT PURSUANT TO 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 OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO Town of Lake Hamilton
by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____
and (if applicable) its Federal Employer Identification Number (FEIN)
is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or 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 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 provisions 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.

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates 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, and agents who are active in management of an 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, and agents who are active in management of an 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 A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this _____ day of _____, 2023.

Personally known _____

(Notary)

OR produced identification _____
(Type of Identification)

Notary Public, State of Florida

My Commission Expires: _____

SEAL

DRUG-FREE WORKPLACE CERTIFICATION

A. The below Financial Institution certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The employer's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the Employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the town of Lake Hamilton, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Consultants of convicted employees must provide notice, including position and title to: Finance Director, Town of Lake Hamilton, 100 Smith Ave., Lake Hamilton, FL 33851.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted.
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (2) Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Financial Institution may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

Place of performance (street address, city, county, state, zip code)

Check [☐] if there are workplaces on file that are not identified here.

As a duly authorized representative of the Financial Institution, I hereby certify that the Financial Institution will comply with the above certifications.

Financial Institution

Printed Name and Title of Authorized Representative

Signature

Date

RESPONDER'S CERTIFICATION

I have carefully examined the Scope of Services, Proposal Requirements and General Conditions, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposal at the prices, rates or discounts quoted in my response. I agree that my response will remain firm for a period of up to one hundred eighty days in order to allow the TOWN OF LAKE HAMILTON adequate time to evaluate the responses.

I agree to abide by all conditions of this response and understand that a background investigation may be conducted by the TOWN OF LAKE HAMILTON prior to award. I agree to abide by all Federal, State and local laws governing the provision of services included in this proposal.

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

I further certify, under oath, that this response is made without any prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response; no employee or agent of the TOWN OF LAKE HAMILTON or of any other Responder has any interest in said response; and that the undersigned executed this Responder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Responder

Authorized Signature

Officer Title

Date