



REQUEST FOR PROPOSAL # 24-001 COMPREHENSIVE BANKING SERVICES

DESCRIPTION

The Manatee County Clerk of the Circuit Court and County Comptroller, herein referred to as “Clerk and Comptroller,” will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida to provide Comprehensive Banking Services.

DATE, TIME, AND PLACE DUE

Proposals will be received until 08/30/2024 at 1:00 P.M. at which time they will be opened at the Manatee County Historic Courthouse, 1115 Manatee Avenue West, Bradenton, FL 34205.

VIRTUAL NON-MANDATORY INFORMATION CONFERENCE

In order to ensure all prospective proposers have sufficient information and an understanding of the needs of the Clerk and Comptroller, a Virtual Information Conference will be held at: 10:00 A.M. on 08/05/2024. Attendance is not mandatory but is highly encouraged. Proposers are required to confirm their attendance with Julie Jensvold at RFP@manateeclerk.com no later than 48 hours before the scheduled date. Proposers are encouraged to submit questions in writing in advance of the meeting to Julie Jensvold at RFP@manateeclerk.com using the Proposer Question Form on page 31.

CLARIFICATION

It is the responsibility of all proposers to request any additional clarification of the contents herein. Clarification deadline is 08/07/2024 at 3:00 P.M., with no requests allowed after that time. All clarification requests are to be directed to Julie Jensvold at RFP@manateeclerk.com. Clarification will be furnished by written addendum from Procurement. Proposers should not accept any verbal or telecommunication explanation as an authorized clarification of the contents herein.

INSTRUCTIONS TO PROPOSERS

In order to receive consideration, proposers must comply with the following instructions. Proposals may be presented by a single business entity, joint venture, partnership or corporation.

PUBLIC SEALED PROPOSAL OPENING

Sealed proposals will be publicly opened at the Manatee County Historic Courthouse, 1115 Manatee Avenue West, Bradenton, FL 34205, in the presence of a Finance official at the time and date stated, or at such time as the final call for proposals is made. All proposers or their representatives are invited to attend the sealed proposal opening.

No review or analysis of the proposals will be conducted at the public opening. The Clerk and Comptroller will receive proposals at the time and date stated and will make public at the opening the names of the business entities which submitted a proposal and city and state in which they reside.

Proposal(s) received after the final call for proposals has been made will not be considered. It will be the sole responsibility of the proposer to have their proposal delivered to the Clerk and Comptroller Procurement Department for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the proposer will be responsible for its timely delivery to the Procurement Department. Proposals delayed by mail will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the proposer's request and expense.

SEALED & MARKED PROPOSAL

The contents of your sealed package must include: One (1) signed Original (marked Original) and Five (5) Copies (each marked Copy), One (1) Electronic PDF copy and (1) Excel file with pricing forms for the Clerk and the County. The electronic copy will be in PDF format except for the pricing information which must be submitted in an Excel format. All physical and electronic copies shall be identical.

Your complete proposal package will be submitted in one sealed package addressed from your company (name and address) and clearly marked on the outside "Sealed Proposal 24-001 Comprehensive Banking Services" and addressed to:

Manatee County Clerk and Comptroller Finance Department
Attention: Julie Jensvold
1115 Manatee Avenue West
Bradenton, FL 34205

Additionally, a PDF version of proposal and Excel pricing form should be emailed to RFP@manateeclerk.com.

Proposals will clearly indicate the legal name, address and telephone number of the proposer (company, firm, partnership, individual). Proposals will be signed above the typed or printed name and title of the signer. The signer will have the authority to bind the proposer to the submitted proposal.

SECURING PROPOSAL DOCUMENTS & ADDENDA

Complete copies of the Request for Proposal and all related documents are available for public inspection at the Clerk and Comptroller Finance Department, 1115 Manatee Avenue West, Bradenton, FL 34205, upon request. Appointments are encouraged. Documents are available between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday, with the exception of holidays. If any addenda are issued to this Request for Proposal, Clerk and Comptroller Finance will post the documents on ManateeClerk.com.

It will be the responsibility of each proposer, prior to submitting their proposal, to contact the Clerk and Comptroller Finance Department at RFP@manateeclerk.com to determine if addenda were issued.

PROPOSAL EXPENSES

Any and all expenses for making and submitting proposals are to be borne by the proposer.

FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected. If, in the opinion of the Clerk and Comptroller, such information was intended to mislead in the evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal. Such proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to and from submitting any future bids or proposals to supply goods or services to the Clerk and Comptroller.

RULES FOR WITHDRAWAL OR REVISION OF OPENED PROPOSALS

- a. Mistakes discovered before the public proposal opening may be withdrawn by written notice from the proposer submitting the proposal. This request must be received in the Procurement Department prior to the time set for delivery and opening of the proposals. A copy of the request shall be retained and the unopened proposal returned to the proposer; OR
- b. After the proposals are opened or a selection has been determined, but before an agreement is signed, a proposer alleging a material mistake of fact may be permitted to withdraw their proposal if:

- i. The mistake is clearly evident in the solicitation document; OR
 - ii. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made.
- Requests to withdraw a proposal must be in writing and approved by Procurement.

END OF INSTRUCTIONS TO PROPOSERS

GENERAL TERMS AND CONDITIONS

AMERICANS WITH DISABILITIES

The Clerk and Comptroller does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of Clerk and Comptroller functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable local, state and federal laws, ordinances and regulations will apply to any resulting agreement and each proposer is responsible for full compliance therewith.

COLLUSION

By offering a submission to this Request for Proposal, the proposer certifies the proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, the proposer certifies, as to their own organization that in connection with this proposal:

- a. Any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;
- b. Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. The only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

CODE OF ETHICS

With respect to this proposal, if any proposer violates or is party to a violation of Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such proposer will be disqualified from eligibility to perform the work described in this Request for Proposal or from furnishing the goods or services for which the Request for Proposal is submitted and shall be further disqualified from submitting any future Bids or Requests for Proposal.

DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become Public Record, and shall be subject to public disclosure consistent with Florida Statute, Chapter 119. Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statute 119.071(1) (b) 2. No announcement or review of the proposals shall be conducted at the public opening.

The Clerk and Comptroller will receive proposals at the time and date stated and will make public at the opening the names of the business entities of all that submitted a proposal.

If the Clerk and Comptroller rejects all proposals and concurrently notices intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until such time as the Clerk and Comptroller provides notice of an intended decision or, 30 days after the opening of the new offers. A proposal is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

Pursuant to Florida Statute 119.0701, to the extent Successful Proposer is performing services on behalf of the Clerk and Comptroller, Successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Proposer transfers all public records to the public agency upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

DISQUALIFICATION DUE TO NON-RESPONSIVENESS

The Clerk and Comptroller reserves the right to determine that any proposal received which does not contain all of the information, attachments, verification, forms or other information, may be considered non-responsive and therefore be disqualified from eligibility to proceed further in the Request for Proposal process.

EQUAL EMPLOYMENT OPPORTUNITY

All proposers are afforded full opportunity to participate in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, handicap or marital status in consideration of award.

ERRORS OR OMISSIONS

Once a proposal is opened, no errors or omissions in the proposal may be corrected.

EXAMINATION OF OFFER

The examination of the proposal and the proposer generally requires a period of not less than ninety (90) calendar days from the opening date of the proposals.

INDEMNIFICATION OF THE CLERK AND COMPTROLLER

The proposer shall pay on behalf of or indemnify and hold harmless the Clerk and Comptroller from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the bidder arising out of or in any way connected with the proposer or sub-contractor's performance or failure to perform under the terms of any contract resulting from any solicitation. Depending upon the nature of the services being provided, additional indemnification requirements may apply.

INSURANCE

The proposer shall submit proof of insurance per the Clerk and Comptroller specifications including additional insured upon request.

JOINT VENTURES

All proposers intending to submit a proposal as a joint venture are required to have filed proper documents with the Florida Department of Business and Professional Regulation and any other state or local licensing agency prior to submitting the proposal (see Section 489.119, Florida Statutes).

LICENSES AND CERTIFICATIONS

The Successful Proposer shall be required to submit proof of all licenses and/or certifications required within the Minimum Technical Specifications.

LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone number. Proposals must be signed by a person authorized to bind the proposal.

LOBBYING

After the issuance of any Request for Proposal, prospective proposers, or any agent, representative or person acting at the request of such proposer will not contact, communicate with or discuss any matter relating in any way to the Request For Proposal with any officer, agent or employee of the Clerk and Comptroller other than Procurement or as directed in the Request for Proposal. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of a Request for Proposal and ends upon execution of the final contract or when the proposal has been cancelled.

OWNERSHIP

All plans and specifications developed for a solicited project shall become the property of the Clerk and Comptroller and may not be re-used by the proposer. Additionally, all documents submitted as part of a proposal shall become the property of the Clerk and Comptroller.

PROPOSAL EXPENSES

All expenses for submitting proposals are the responsibility of the proposer.

PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

A conviction of a public entity crime may cause the rejection of a bid, quote and/or proposal. The Clerk and Comptroller may make inquiries regarding alleged convictions of public entity crimes. The failure of a bidder to promptly supply information in connection with an inquiry may be grounds for rejection of bid, quote and/or proposal.

RESERVED RIGHTS

The Clerk and Comptroller reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the due date may or may not be rejected depending on available competition and timely needs of the Clerk and Comptroller. The Clerk and Comptroller reserves the right to award the contract to a responsible proposer submitting a responsive proposal, with a resulting negotiated agreement which is most

advantageous and in the best interests of the Clerk and Comptroller.

The Clerk and Comptroller will be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision will be final. Also, the Clerk and Comptroller reserves the right to make such investigation as deemed necessary to determine the ability of any proposer to perform the work or service requested. Information the Clerk and Comptroller deems necessary to make this determination will be provided by the proposer. Such information may include, but will not be limited to current financial statements prepared by an independent CPA, verification of availability of equipment and personnel, and past performance records.

SCRUTINIZED COMPANIES

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with the Clerk and Comptroller. Submission of a response to this solicitation shall be subject to all procedural requirements contained within that statute including the submission of any required certification of eligibility to contract with the Clerk and Comptroller. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant.

TAXES

The Clerk and Comptroller is exempt from Federal Excise and State Sales Taxes (Department of Revenue Certificate No. 85-8012515235C-5); therefore, the proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. Nothing herein will affect the proposer's normal tax liability.

The Successful Proposer will be responsible for the payment of taxes of any kind and character including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations during the performance of the work. Nothing herein will affect the proposer's normal tax liability.

TRADE SECRETS

The Clerk and Comptroller is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials and data submitted in response to the Request for Proposal shall belong exclusively to the Clerk and Comptroller.

To the extent that proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and proposer shall provide an additional copy of the proposal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the proposer on its proposal, proposer acknowledges and agrees:

- a. That after notice from the Clerk and Comptroller that a public records request has been made for the materials designated as a trade secret, the proposer shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or proposer will be deemed to have waived the trade secret designation of the materials;
- b. That to the extent that the proposal with trade secret materials is evaluated, the Clerk and Comptroller and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- c. To indemnify and hold the Clerk and Comptroller, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the proposer, including actions or claims arising from the Clerk and Comptroller's non-disclosure of the trade secret materials.

d. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by the Clerk and Comptroller, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and Clerk and Comptroller policies including but not limited to Section 119.0701, Florida Statutes. Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal document, line item and/or total proposal prices, the work, services, project, goods, and/or products to be provided by proposer is not acceptable to the Clerk and Comptroller and will result in a determination that the proposal is nonresponsive; the classification as trade secret of any other portion of a proposal document may result in a determination that the proposal is non-responsive.

END OF GENERAL TERMS AND CONDITIONS

INSURANCE REQUIREMENTS

PROPOSER RESPONSIBILITIES

Proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of any contract subsequent to the award of this RFP insurance coverage (including endorsements) and limits as required by the Clerk and Comptroller. These requirements, as well as the Clerk and Comptroller's review or acceptance of insurance maintained by the Proposer, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Proposer. The Clerk and Comptroller reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements from time to time. The Clerk and Comptroller reserves the right but not the obligation to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

COVERAGE REQUIREMENTS

1) **COMMERCIAL GENERAL LIABILITY:** Proposer will be required to maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$500,000 each occurrence, \$1,000,000 aggregate covering all work performed under this contract. Proposer will be required to endorse Manatee County Clerk of the Circuit Court and County Comptroller as an additional insured on the Commercial General Liability coverage.

2) **PROFESSIONAL LIABILITY, TECHNOLOGY ERRORS & OMISSIONS AND NETWORK SECURITY/PRIVACY LIABILITY:** Proposer will be required to maintain Technology Errors & Omissions and Network Security & Privacy Liability insurance, or equivalent coverage, with limits not less than \$1,000,000 per claim/occurrence and in the aggregate for professional services rendered under this contract. Coverage shall include, but not be limited to, technology errors and omissions to cover both liability and property loss exposures including technology services, technology products, media content, network security breaches, extortion threats, crisis management expense, and business interruption and negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Proposer, or any person employed or contracted by Proposer. Coverage shall also include, but not be limited to, coverage for unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; breach of privacy and the failure to protect and disclosure of personally identifiable information, payment card information, and health information; violation of any federal, state or local law or regulation in connection with the protection of information including fines and penalties to the extent allowed by applicable law; notification and crisis management costs, identity theft monitoring and regulatory defense; disclosure of any third party's proprietary information including, without limitation, trade secrets, and liability for interruption of Clerk and Comptroller or any third party's business including, without limitation, claims for loss of use and loss of profits.

END OF INSURANCE REQUIREMENTS

SCOPE OF SERVICES

OBJECTIVE

The objective of this Request for Proposal is to enter into agreements for the following:

1. Master Banking Services Agreement for Comprehensive Banking Services and Purchasing Card Services, for the Clerk of the Circuit Court and County Comptroller (“Clerk and Comptroller”) and;
2. Master Banking Services Agreement for Comprehensive Banking and Purchasing Card Services for the Board of County Commissioners through the Clerk and Comptroller as Chief Financial Officer (“Board”)

Offerors may elect to submit, and the Clerk and Comptroller may consider, proposals for the Board for Comprehensive Banking and P-Card Services collectively or separately. In which case, more than one contract may be awarded.

The agreements will be for a term of five (5) years, with an option to renew for (2) additional two (2) year periods. If the option is used to extend the contract dates, banking service charges remain the same unless otherwise negotiated.

MINIMUM QUALIFICATIONS AND REQUIREMENTS FOR COMPREHENSIVE BANKING SERVICES

Offerors who fail to meet the minimum qualifications will not be ranked or considered.

1. Maintain a full-service bank within Manatee County.
 - a. Provide a map and addresses of all locations within the County.
 - b. Indicate the location of the full-service branches and address of the location that will service the accounts.
2. Maintain certification as a “Qualified Public Depository” under the Florida Security for Public Deposits Act (Chapter 280 of the Florida Statutes) and can demonstrate filing the required attestation with the Chief Financial Officer of the State of Florida.
3. Provide an online portal for banking services.
4. Must provide a single point of contact for issue resolution that is not a call center.

ACCOUNT INFORMATION

A combination of concentration, zero-balance, and disbursement accounts as well as separate bank accounts will be utilized. The Clerk and Comptroller reserves the right to open additional accounts during the contract period at the price proposed.

Deposits to the concentration account will be retained in that account until the funds become available, at which time they will be considered collected balances. Any balances remaining in the concentration account at close of business, including wire transfers received before the Federal Reserve cutoff will be automatically invested in the overnight

money market account at the bank.

Zero-balance accounts will be reimbursed at the close of the business day. These zero-balance accounts will always have a zero balance at the beginning of each business day. Transfers between the accounts will be charged to the concentration account only as transfers and not as items deposited and checks paid. All zero-balance account transfers will take place automatically without initiation by the Clerk and Comptroller.

An earnings credit will be granted on the available balance in the Concentration Account at 6:00 P.M. (including any EFT transfers received after 6:00 P.M.). The balance at 6:00 P.M. is interpreted to include any EFT transfers received during the day, less any outgoing EFT's. The daily earnings credit rate (ECR) specified for the available funds on deposit will be based on upper band of the Target Federal Funds Rate (TFF) plus or minus a set spread.

In the event that the Concentration Account is a negative balance, then interest charged on any overdrawn balances will be calculated using the same formula as the earnings credit allowance. There will not be penalties assessed, such as overdraft fees, on any negative balance.

All per item charges will remain fixed over the life of any resulting contracts. An adjustment in per item charges may be necessary based on price changes by the Federal Reserve System. Adjustments in per item charges will only be allowed under the following conditions:

1. The per-item charge (or portion thereof) will change only for corresponding adjustments in the Federal Reserve System's fee schedules, on or after the effective date of the adjustments.
2. Changes in the Federal Reserve fee schedules must be final, and not proposed.
3. Bank will provide the Clerk and Comptroller a copy of the Federal Reserve System's notification supporting the adjustment.

The daily earnings credit rate (ECR) specified for the available funds on deposit will be based on the upper band of the Target Federal Funds Rate (TFF) plus or minus a set spread. The Target Federal Funds Rate or range can be found on Bloomberg Financial News or the Federal Reserve Board statistical website.

COMPENSATING BALANCES

All activities for the two entities (Board and Clerk and Comptroller) will be paid for through compensating balances. Compensating balances required to fund the banking costs will be funded using the following guidelines:

1. In the event both the Board and Clerk and Comptroller balances do not fund the compensating balance requirements in their entirety the Clerk and Comptroller will be billed by direct invoice or a debit to the main account may be issued.
2. Positive compensating balances as reflected by the group level account analysis will be settled monthly. The method to be used will be the direct payment method to the extent that the cost of services exceeds the earnings credit amount generated by account balances. The County will have any excess balances after the service charges are paid invested using the same upper band of the Target Federal Funds Rate plus or minus a set spread. It is preferable that the Investment Rate and ECR Rate are the same. The interest income generated from these excess balances will then be deposited into the County's concentration account, net of service charges, effective the last business day of the month, no later than the 10th day of the following month.
3. Should the Clerk and Comptroller or Board desire to add services not contemplated in the RFP, those charges could be covered by compensating balances or by direct invoice, as directed by the Clerk and Comptroller.
4. The Offeror should be prepared to provide separate monthly billings for services rendered for the Clerk and Comptroller and for the Board accounts.

ONLINE PORTAL

Services should include, but are not limited to, daily detailed and summary balance reporting of the previous banking day with the following minimum information:

1. Ledger balance
2. Available (or collected balance)
3. Float for 1, 2 + days
4. Summary of debit and credit postings, including checks paid and wire transfers
5. Daily detail of account transactions including investment transactions
6. Detail information for all ACH transactions
7. Next day download of deposits, credits, debits, transfers and adjustments to accounts
8. All addenda records available for incoming EFT and ACH deposits
9. Stop payments and positive pay activity
10. Returned items images
11. Controlled disbursement notification

RECONCILIATION SERVICE

The ability to download paid check/deposit data by the next business day is required.

Offeror must have the capability to effectively reconcile accounts between the Offeror and the Clerk and Comptroller by direct transmissions. Specific details of such data exchange will be coordinated with the Clerk and Comptroller's Information Technology Department, upon selection.

Offeror must provide transactions by merchant account for the Board and Clerk and Comptroller merchant account numbers and the corresponding department names. It will be required that the Offeror update this list periodically as new merchant accounts are added.

A deposit reconciliation service is required to establish unique numbers for each depositing location. This unique number would be located on the deposit ticket and each check deposited would be tracked by the particular deposit ticket. Cancelled checks must be received in ASCII fixed length file format for interface into our financial system. Individual transactions must be posted for each non-sufficient fund item presented.

Offeror must have the capability to provide full reconciliation services with positive-pay protection services. Images of all paid items should be provided through the online portal as well as preserved on a CD and provided to the Clerk and Comptroller at no additional charge on a monthly basis no later than the 10th day of the following month Offeror must include canceled check images on the online portal (front and back of canceled checks available), sorted by check number on a monthly basis. The online portal must produce archival quality documents.

POSITIVE PAY AND ACH BLOCKING

Offeror must provide a positive pay and ACH blocking service. Offeror must have the capability to provide the most current positive pay services (i.e. payee, dollar amount and date match) upon receipt of a "checks issued file" for all checks presented for payment, including at the teller lines. Offeror shall also have the ability to provide ACH blocking and filtering services for ACH debits and credits.

The Clerk and Comptroller will transmit files containing all check issued information to Offeror for the purpose of comparison based, at a minimum, on the check's serial number, payee and dollar amount. Checks presented on the Clerk and Comptroller's accounts for payment will be handled per the payment instructions provided to the Offeror by the Clerk and Comptroller.

Offeror shall report discrepancies electronically through its online portal. Offeror must provide the Clerk and Comptroller the ability to authorize or reject payment and to manually enter checks issued via the online portal.

REMOTE DEPOSIT

Offeror must provide a remote deposit solution to scan multiple checks and send the scanned images for deposit into checking account.

OVERDRAFTS

It is not the intention of the Clerk and Comptroller to overdraw any account. A net overdraft is to be defined as a negative balance in the Clerk and Comptroller's accounts collectively or the Board accounts collectively. In the event of an overdraft, all checks presented for payment shall be paid and Offeror agrees to promptly notify the Clerk and Comptroller or designated representative(s) of the overdraft condition, and to provide the Clerk and Comptroller or designated representative(s), a period of one business day to respond and rectify the condition. As necessary, the Clerk and Comptroller's Treasurer or designee shall confirm wires or ACH transfers that will result in a daylight overdraft.

No service fee shall be charged to the Clerk and Comptroller for daylight overdrafts. Arrangements with the Offeror will be made to cover any failures at the end of the day.

In the event that funds do not arrive by the end of the business day (defined as midnight), interest on any overdrawn balances will be calculated using the same formula that the Clerk and Comptroller receives interest on the Automatic Overnight Investment Program as indicated below. Using this formula, the Clerk and Comptroller will not receive any interest on overdrawn balances, nor will the Clerk and Comptroller be required to pay any interest beyond this rate. No other additional fees will be charged.

AUTOMATIC OVERNIGHT INVESTMENT PROGRAM

A "Net Interest Checking Account" where the Offeror agrees to automatically invest the remaining collected balance, after balances have been used to pay for banking services, in each of the Concentration Accounts (Board and Clerk and Comptroller) on a daily basis at close of business, including any wire transfers received after the cutoff for ledger credit in separate accounts is preferred Utilization of upper band Target Federal Funds Rate plus or minus a set spread as described previously is preferred.

STOP PAYMENTS

All stop payment orders are to be made electronically. On rare occasions it may be necessary to initiate stop payments by telephone. Upon receipt of the stop payment order, the Offeror will immediately inform Clerk and Comptroller electronically if the check has been cashed and provide an image of the cashed item. If not cashed, the Offeror will provide an electronic confirmation of the stop payment. Cancellation of a stop payment order will be processed in the same manner as the stop payment order. All checks paid by the Offeror after the above procedure has been adhered to will be the responsibility of the Offeror.

The Offeror will provide on-line access to information on cleared and stop payment checks. Stop payments will be transmitted to the Offeror with inquiry capability against various accounts.

Periodically, it will be necessary to place a stop payment on a block of checks. Whenever this block stop payment procedure is initiated, it will be considered one stop payment, regardless of the number of checks involved.

All stop payments will take effect on the date transmitted to the Offeror and will be processed before any check presentments for that date. In addition, the stop payments will remain in effect for five (5) years. The Offeror will automatically stale date checks once they have reached their period of validity. If a stale dated check is presented for payment, the Clerk and Comptroller should receive a positive pay exception that can be accepted or rejected.

SMART SAFES

The Clerk and Comptroller does not currently utilize smart safes in any of the Clerk and Comptroller or Board locations for daily cash deposits. However, these may be considered at a future date, whereby file transfers between the Smart Safe Servicer and the Offeror should allow for same day credit to either the Clerk and Comptroller's or the Board's concentration accounts.

PURCHASING CARD

Currently, the Board and Clerk and Comptroller has one purchasing card program with its primary bank. The Clerk and Comptroller and the Board would consider having a separate purchasing card provider if the economics make sense.

In the last 12 months, the Board's total spend was \$10,934,083 with a total of 33,446 transactions and the Clerk and Comptroller's totals spend was \$271,840 with a total of 1,418 transactions

The Clerk and Comptroller and the Board anticipates increasing the annual spend in the future.

Required services include:

1. Issue cards,
2. Provide detailed online reporting services,
3. Provide authorized persons with authority to manage the purchasing cards usage online,
4. Provide customized usage on cards,
5. Pay a rebate to the Clerk and Comptroller and the Board based on expenditures,
6. Work with the Clerk and Comptroller and the Board to convert vendors that currently receive checks, and
7. Provide electronic expense reporting capability that is integrated with the purchasing card for employee use.

END OF SCOPE OF SERVICES

FORM OF PROPOSAL

This section identifies specific information which must be contained within your proposal and the order in which such information should be organized.

The information each offeror provides will be used to determine those offerors with perceived ability to perform the scope of services as stated in this Request for Proposal which may best meet the overall needs of the Clerk and Comptroller. The Clerk and Comptroller reserves the right to conduct a review with offerors reasonably likely of being selected for award and may be conducted for the purposes of clarification of both ability and benefit to the Clerk and Comptroller. For more information refer to Evaluation of Proposals Section.

INFORMATION TO BE SUBMITTED

To qualify for any consideration, the Offeror(s) must present proof of any licensing or certification which will be required by law to perform the services set out in the Scope of Services. If no licensing or certification is required, Offeror shall indicate same.

All proposals found to be responsive will be considered by an evaluation committee.

The contents of each proposal will be **separated** and **arranged with tabs** in the same order as listed below and with the same subsection number beginning with A.01 and B.01 in order to organize the response to each specific subsection. Please note that there is a section for Comprehensive Banking Services and one for the Purchasing Card Program, You may submit responses for either one or both sections. **A separate response must be submitted for both the Clerk and Comptroller and the Board.**

COMPREHENSIVE BANKING SERVICES

- A.01 Provide a cover page, general introductory statement and table of contents. Provide proof of any licensing or certification required by law to perform the services and generally describe your proposal in summary form, or if no licensing or certification is required, indicate same.
- A.02 Provide the completed and executed forms included in this Request for Proposal:
- a. Acknowledgement of Addenda (if applicable);
 - b. Proposal Signature Form;
 - c. Conflict of Interest Disclosure;
 - d. Drug-Free Workplace Certification (if applicable);
 - e. Price Proposal;
 - f. Public Entity Crimes Certification;
 - g. Reference Form;
 - h. Local Business Affidavit (if applicable);
 - i. Scrutinized Company Certification;

- j. Clerk and Comptroller Banking Pricing Form (must be submitted in Excel format.)
- k. Board Banking Pricing Form (must be submitted in Excel format.)

- A.03 Provide a description of your company's background and size. Include an organizational chart depicting the structure, lines of authority and communication for the team which will be interacting the most with the Clerk and Comptroller.
- A.04 Provide your company's project approach. Provide a narrative of the project approach and how this approach meets the Clerk and Comptroller's objectives. Include an explanation of your company's technical ability to perform all facets of the scope of services. If more than one Offeror is jointly filing a proposal, details must be provided to clearly demonstrate individual roles and responsibility for all components of the project.
- A.05 Identify key personnel who will be interacting with the Clerk and Comptroller. Do not include personnel that will not have a key role in providing services. Describe each person's respective area of expertise.

For each identified person, provide a personal resume which includes qualifications, training and experience. Resumes shall also include the following information:

- a. Full name and title
 - b. Professional credentials
 - c. Individual's intended roles and duties in providing services pursuant to the Request for Proposal
 - d. Office address and web address
 - e. Email address and telephone number
- A.06 Include a subcontractor plan detailing how subcontractors will be used and to what extent. The Clerk and Comptroller reserves the right to request additional information in the same level of detail and tabbed order as the proposal for each subcontractor.
 - A.07 Location and Local Office: Identify the office location which will be primarily responsible for this proposed project and the office location of the staff that will be assigned to this proposed project if different.
 - A.08 Provide any and all information concerning prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Offeror, any of its partners, employees or subcontractors is or has been involved within the last three years.
 - A.09 Provide an explanation of the Offerors' financial capacity to perform all parts of the scope of services. If more than one Offeror is jointly filing a proposal, details must be provided to demonstrate financial capacity of all Offerors. Provide the percentage of total Florida public deposits; collateral percentage as determined by the Florida Treasury's Bureau of Collateral Management and the bank's deposit rating by a nationally recognized statistical rating organization (NRSRO).
 - A.10 Provide financial statements for the past two fiscal years including an auditor's unmodified opinion and appropriate notes to financial statements, the past two most recent quarterly FDIC call reports, the Uniform Bank Performance Report for the latest fiscal year end, the credit ratings for short-term and long-term debt including the rating agency name and the most recent independently prepared annual financial summary statement.

- A.11 Provide deposit requirements and associated procedures. Include weekend/holiday deposit services availability and any associated additional fees, requirements or depositing checks and currency, cutoff times, provisional credit, delayed verification, required deposit bags and any associated fees, encoding quality monitoring process, remote deposit capture processes, onsite cash vault services and associated costs and deposit verification processes. For any new services, please provide the costs to implement the service and the monthly fees associated with such services.
- A.12 Provide check availability schedule including availability calculation(s), schedules and how often schedules are updated.
- A.13 Provide standard returned item processing processes and procedures and non-standard options available.
- A.14 Provide a list of sample reports available including frequency, format(s) and platform. Indicate whether or not custom report development is available and if so, the associated costs.
- A.15 Provide stale dated check policies and procedures.
- A.16 Provide policies and procedures with respect to image processing capabilities. Include procedures for the retention of document images, retrieval of images including, but not limited to, paid checks, deposited and returned items.
- A.17 Provide policies and procedures with respect to Positive Pay and ACH Blocking. Include daily cutoff times for pay verification and the timeframe for submission of disbursement files, verification procedures when Board and Clerk and Comptroller offices are closed for business and/or non-responsive to positive pay items.
- A.18 Provide policies and procedures with respect to coins and currency orders. Include minimum purchase requirements for coins and currency, settlement options for change orders and loose/rolled coin deposit requirements.
- A.19 Provide policies and procedures with respect to Wire Transfers and ACH transactions. Include opening/cutoff times for same-day execution listed by type of transfer and method of communication, cancellation policies and any associated fees, cutoff times for incoming domestic wires for same day credit, wire transfer failure policies/procedures, explain mechanism for wire transfer tracking, security access code tracking and issuance, wire fraud prevention mechanisms and direct deposit handling.
- A.20 Provide detailed information of Electronic Data Interchange (EDI) services offered including all associated fees and data transaction interface services.
- A.21 Provide disaster recovery policies and procedures and demonstrate capabilities thereof.
- A.22 Provide anti-fraud policies and procedures.
- A.23 Provide support information including technical support specifications, how research and adjustments are handled and the turnaround time(s).
- A.24 Disclose any ownership interest in other entities involved in these services which might reasonably be selected to perform work under the scope of services set forth in this Request for Proposal. This ownership disclosure

will be included, whether such ownership occurs by the Offeror through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.

- A.25 Include at least three (3) references on the attached Reference form that can substantiate Offeror's qualifications, credentials and experience. Include both long term and new clients. Provide the total number of Florida public sector clients broken down by Clerk/Counties, Cities, and School Clerk and Comptroller and Boards
- A.26 Submit any other additional information which would assist the Clerk and Comptroller in the evaluation of your proposal.
- A.27 Provide a copy of the bank's standard contract for banking services.
- A.28 Please provide the following rates:
 - a. ECR on compensating balances.
 - b. QPD rate on excess balances.
 - c. Money Market Rate on excess balances, include any transfer charges/fees.

PURCHASING CARD PROGRAM

- B.1 Identify the card platform(s) your program employs (e.g., MasterCard, Visa or other). If more than one is used, which would you recommend for the Clerk and Comptroller and Board and why?
- B.2 Identify and provide an overview of software/ web-based card program management system that supports the firm's purchasing card program.
- B.3 Identify whether the software/ web-based card program management system is wholly owned by your institution. If not, specify the owner of the software/web-based card program management system.
- B.4 Identify the level of access typically provided to the system for Card Program Administrators.
- B.5 Identify your system's ability to interface to client systems for delivery of information.
- B.6 Will the bank require social security numbers or perform credit checks to approve existing or new cardholders?
- B.7 What capabilities and functionalities do Program Administrators have (i.e. adding new cardholders, adjusting credit limits, reviewing activities)?
- B.8 Identify whether Program Administrators can adjust restrictions, cardholder limits, and controls on individual cards on a "real-time" basis. If not "real-time", identify the length of time required for changes to become effective. Include in your response, the method utilized to adjust or change on individual cards (i.e., on-line, via phone, via fax, other).
- B.9 Identify the procedure for requesting additional cards. Include turnaround time for new/replacement cards and delivery method.
- B.10 Identify whether the Clerk and Comptroller and Board's Program Administrators will have a dedicated person or customer service team to handle requests and service needs. Provide as a part of your response regular business hours for card support. Include the call center location.

- B.11 Identify whether the bank offers declining balance cards.
- B.12 Identify whether the bank offers a convenience check option.
- B.13 Provide a complete listing of standard reports that are generated from the system and whether they can be downloaded into an Excel format for use by the Clerk and Comptroller and Board. Include version of Excel the delivery occurs in. Provide samples of standard reports.
- B.14 Describe the online reporting provided to cardholders and administrators. Identify the information included in the standard report format.
- B.15 Identify whether the online reporting system provides real time information for transactions. If not, how long does it take for transaction data to become available?
- B.16 Describe the electronic data available on-line that can be downloaded. In what format is information available? Include in your response, the bank's ability to provide a download of transaction information to the Clerk and Comptroller and Board's financial system for reconciliation purposes.
- B.17 Describe, in detail, how the system can help the Clerk and Comptroller and Board to automate the workflow and approvals process.
- B.18 Does the bank offer an expense reporting module?
- B.19 Can this expense reporting module be customized to reference the Clerk and Comptroller and Board's general ledger account numbers? Can charges be broken down by card number and a department number?
- B.20 Can transactions be split and coded to multiple general ledger accounts?
- B.21 Can receipt images be uploaded into the expense reporting module? If so, how and are they able to be uploaded to our ERP system?
- B.22 Can employee out-of-pocket expenses be added to the expense reporting module? How will the Clerk and Comptroller and Board be informed on how much these employees should be repaid?
- B.23 Describe the expense approval process?
- B.24 Does the expense reporting module send reminders or management reports to encourage the timely submission of expense reports? Are there additional procedures that could be implemented to discourage missing expense reports?
- B.25 Please provide sample screen images of these features.
- B.26 Are there any costs to the Clerk and Comptroller and Board for the expense reporting module?
- B.27 Describe the proactive methodologies used by your fraud department to help mitigate the client's fraud risks. Include identification of the potential liabilities of the Clerk and Comptroller and Board and employees in the event of fraud, abuse or loss of a card.
- B.28 Discuss any benefits for cardholders (i.e. loss damage waiver and liability insurance on rental cars, accident insurance, emergency card replacement, etc.)?
- B.29 Identify all fees / charges that would apply to international transactions.
- B.30 Describe your standard card program implementation plan, including timelines and implementation team member composition.

- B.31 Describe the bank's capabilities and experience providing integrated payable solutions.
- B.32 Describe the bank's involvement with the payment process. Discuss in detail any files that the Clerk and Comptroller and Board would need to prepare or transmit to the bank. Include in your response, identification of Clerk and Comptroller and Board resources that would need to be made available to the bank for issue resolution, confirmation of transmission, or for other payment related purposes.
- B.33 Describe how your electronic payables solution determines the optimal time and method (merchant card, ACH, check) to pay invoices. Include in your response, a description of the client's ability to make this determination or to weight preferences for payment type.
- B.34 Payments to Suppliers by Virtual Card.
- B.35 Describe how supplier payments made by card are initiated.
- B.36 Describe how ghost cards or one-time use cards can be utilized for payment to suppliers.
- B.37 Describe how suppliers receive payments.
- B.38 Identify how authorization limits are determined or changed.
- B.39 If the supplier reverses a payment, identify the impact on the available balance for the card.
- B.40 Describe how supplier payments made by ACH are initiated. Identify who has responsibility for maintaining the supplier's routing and account number. If the bank maintains this information, identify the process used to request and share this information with designated Clerk and Comptroller and Board personnel.
- B.41 Describe the process utilized for suppliers to enroll into the bank's electronic payables platform. Identify the number of suppliers your institution currently has enrolled. If a supplier is already enrolled with your electronic payable platforms, identify the required process for the Clerk and Comptroller and Board to pay them electronically.
- B.42 Provide two specific examples of a successful implementation for a client. (Note: You do not need to name the client; just describe what type of organization it is.) Identify the organizational issues encountered, solutions and results of this implementation.
- B.43 Provide a specific example of an implementation that did not occur as expected complete with the outcome of the implementation and lessons learned.
- B.44 Identify all fees and charges for the electronic payables solution including payment by merchant card, ACH and check that the Clerk and Comptroller and Board would be responsible for paying in an integrated payables environment.
- B.45 Settlement Terms & Rebate Schedule.
- B.46 Identify the available billing cycles.
- B.47 Identify the method used for delivery of billing statements to the Clerk and Comptroller and Board.
- B.48 Identify the payment terms from "statement date".
- B.49 Provide a rebate schedule for card activity at various usage levels, include details.
- B.50 Describe any other factors, such as average transaction size, etc., that may affect the rebate amount.
- B.51 Describe how speed of payment is calculated.

B.52 Identify any exceptions to the rebate schedule (i.e. large dollar items, etc.). Specifically define what constitutes a “large dollar” item.

END OF FORM OF PROPOSAL

EVALUATION OF PROPOSALS

EVALUATION FACTORS

Evaluation of proposals will be conducted by an evaluation committee. The evaluation committee's goal will be to identify the proposal(s) which will overall best meet the needs of the Clerk and Comptroller as determined from the proposals received and subsequent investigation by the Clerk and Comptroller. The committee will consider the information requested in Form of Proposal Section for each responsive proposal submitted to ascertain the perceived ability of the offeror(s) to perform the scope of services as stated in this Request for Proposal. Once all proposals have been reviewed pursuant to the criterion in Form of Proposal Section, the evaluation committee will determine from the responses to this Request for Proposal and subsequent investigation as necessary, the offeror(s) most qualified to be selected to negotiate an agreement.

Criteria Comprehensive Banking Services	Point Allocation
Aggregate the cost of services, ECR, and Interest earned on excess balances	30
Relationship team experience and knowledge of local area	30
Fraud Protection	20
Financial Strength including Short-term and Long-term rating	10
Banking Services and best practices	10

REVIEW OF OFFERORS AND PROPOSALS

Virtual reviews may be conducted with offerors who are deemed reasonably likely of being awarded for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the offeror, and (c) the proposal submitted.

Offerors will be available for presentations to and interviews with the evaluation committee, upon reasonable notification from the Procurement Department. The date(s) and time(s) of any such presentations/interviews will be determined solely by the Clerk and Comptroller.

PRELIMINARY RANKING

An evaluation committee will determine from the responses to this Request for Proposal and subsequent investigation as necessary, the offeror(s) most qualified to be selected to negotiate an agreement.

In its review, the evaluation committee may take some or all of the following actions:

1. Review all responses pursuant to the evaluation factors stated herein;
2. Short list offerors to be further considered in oral interview/presentation/product demonstrations;
3. Recommend commencement of negotiations to the Clerk and Comptroller;
4. Reject all proposals received and cancel the Request for Proposal;
5. Receive written clarification of proposal.

The evaluation committee's overarching goal is to identify the proposal(s) which will best meet the overall needs of the Clerk and Comptroller as determined from the proposals received and subsequent investigation by the Clerk and Comptroller.

RECOMMENDATION FOR AWARD

The evaluation committee will make a recommendation to the Clerk and Comptroller as to the offeror which should be awarded. The Clerk and Comptroller will review the recommendation and make the final determination of award. Upon determination of the Clerk and Comptroller, the Procurement Department will post the Intent of Recommended Award in the same manner as the original Request for Proposal document was posted.

END OF EVALUATION OF PROPOSALS

CLERK AND COMPTROLLER BANKING PRICING FORM

REQUEST FOR PROPOSAL
COMPREHENSIVE BANKING SERVICES

(Attention: Pricing forms must be submitted in Excel format.)

SERVICE DESCRIPTION	AVERAGE NUMBER OF UNITS PER MONTH	PROPOSED RATE
BALANCE RELATED SERVICES		
COLL OVERDRAFT INTEREST CHARGE	9	
DEPOSITORY SERVICES		
ACCOUNT MAINTENANCE	3	
INTEREST BEARING ACCOUNT MAINT	2	
BANKING CENTER DEPOSIT	0	
QBD-NIGHT DROP DEPOSIT	39	
GENERAL DISB CKS PAID-TRUNC	656	
ZBA-DEPOSITORY+ MASTER MAINT	1	
ZBA-SUBSIDIARY ACCOUNT MAINT	2	
ZBA PER TRANSACTION	42	
RETURNS-CHARGEBACK	2	
RETURNS-RECLEAR	2	
RETURNS-RECLEAR SERVICES	1	
RET ITEM OTHER SPECIAL INST	1	
CHECKS DEPOSITED-BKG CENTER	2	
STOP PAY AUTOMATED<=12 MONTHS	1	
DEBITS POSTED-ELECTRONIC	90	
CREDITS POSTED-ELECTRONIC	461	
DEPOSIT ACCOUNT STMTS OVER 1	1	
CHECK DEPOSIT-ICL OR RDSO	30	
IMAGE DEPOSITED ITEMS-RDSO	1903	
PHOTOCOPY-SELF SERVICE	0	
CASHPRO ACCOUNT TRANSFER	23	
LEDGER OVERDRAFT PER DAY	0	
COMMERCIAL DEPS-CASH VAULT		
CURR-COIN DEP-\$100-QBD-ND	2573	
CURR-COIN DEP-\$100-BKG CTR	27	
DEPOSIT CORRECTION-CASH	0	
GENERAL ACH SERVICES		
ACH REPORTS-ELECTRONIC	7	

ACH MONTHLY MAINTENANCE	1	
ACH INPUT-FILE	3	
ACH BLOCKS AUTH INSTRUCTIONS	1	
ACH BLOCKS AUTH MAINTENANCE	1	
ACH NOTIF OF CHANGE (NOC)	9	
ACH ON US CREDITS	169	
ACH OFF US CREDITS	509	
ACH CREDIT RECEIVED ITEM	426	
ACH DEBIT RECEIVED ITEM	51	
ACH ON US CREDITS-SAME DAY	7	
ACH OFF US CREDITS-SAME DAY	20	
ACH DELETE-REVERSAL BATCH FILE	0	
ACH RETURN ITEM	0	
WIRE TRANSFER		
WIRE MONTHLY SUBSCRIPTION	1	
ELEC WIRE OUT-DOMESTIC	1	
ELEC WIRE OUT-BOOK DB	17	
CASHPRO GP CUST MNT TEMPLT STRG	11	
BOOK CREDIT	15	
ACCOUNT RECONCILIATION		
ARP FULL PPAY MAINTENANCE	1	
ARP FULL PPAY INPUT PER ITEM	745	
ARP RECON OUTPUT FILE	1	
ARP VOID CANCEL ITEMS	83	
ARP POSITIVE PAY RETURN-OTHER	1	
POSITIVE PAY EXCEPTIONS	0	
INFORMATION SERVICES		
CASHPRO ARP REPORTS	5	
CASHPRO ONLINE SUBSCRIPTION	1	
CASHPRO REPORTING SUBSCRIPTION	1	
CASHPRO ONLINE PDR ACCOUNT	5	
CASHPRO ONLINE PDR ITEM	2095	
CASHPRO ONLINE CDR ACCOUNT	5	
CASHPRO ONLINE CDR ITEM	2765	
REMOTE DEPOSIT SERVICES		
REMOTE DEPOSIT ACCOUNT MAINT	2	
REMOTE DEPOSIT CHK IMAGE PROC	1903	
REMOTE DEPOSIT ITEM STORAGE	90658	
IMAGE		
IMAGEDROP FILE MAINTENANCE	1	

IMAGEDROP PER ITEM	656	
IMAGEDROP PER FILE	1	
IMAGE ARCHIVE	671	
CASHPRO IMAGE SUBSCRIPTION	4	
CASHPRO ONLINE IMAGE RETRIEVAL	13	

BOARD BANKING PRICING FORM

REQUEST FOR PROPOSAL COMPREHENSIVE BANKING SERVICES

(Attention: Pricing forms must be submitted in Excel format.)

SERVICE DESCRIPTION	AVERAGE MONTHLY VOLUME	PROPOSED RATE
DEPOSITORY SERVICES		
ACCOUNT MAINTENANCE	4	
INTEREST BEARING ACCOUNT MAINT	1	
BANKING CENTER DEPOSIT	47	
QBD-NIGHT DROP DEPOSIT	256	
DEPOSIT CORRECTION-NONCASH-RDS	1	
ZBA-DEPOSITORY+ MASTER MAINT	1	
ZBA-SUBSIDIARY ACCOUNT MAINT	2	
RETURNS-CHARGEBACK	30	
RETURNS-RECLEAR	7	
RETURNS-RECLEAR SERVICES	3	
RETURNS-ALTERNATE ACCT PER MTH	2	
RET ITEM OTHER SPECIAL INST	6	
RETURNS-ADDITIONAL ADVICE	33	
RETURNS-STORE PROCESSING	34	
CHECKS DEPOSITED-FOREIGN ITEM	12	
CHECKS DEPOSITED-BKG CENTER	954	
STOP PAY AUTOMATED<=12 MONTHS	11	
DEBITS POSTED-OTHER	0	
DEBITS POSTED-ELECTRONIC	167	
CREDITS POSTED-ELECTRONIC	1350	
DEPOSIT ACCOUNT STMTS OVER 1	1	
LEDGER OVERDRAFT PER DAY	1	
CHECK DEPOSIT-ICL OR RDSO	120	
IMAGE DEPOSITED ITEMS-ICL	16721	
IMAGE DEPOSITED ITEMS-RDSO	3694	
RETURNS-OTHER SERVICES	0	
CASHPRO ACCOUNT TRANSFER	0	
COMMERCIAL DEPS-CASH VAULT		
CURR-COIN DEP-\$100-QBD-ND	776	
CURR DEPOSITED-PER NOTE-VLT	17	
CHANGE ORDER BKG CTR	0	
CURR SUPP \$100-BKG CTR	0	
DEPOSIT CORRECTION-CASH	1	

EXPRESS TAX SERVICES		
EXPRESS TAX FAX RECEIPT	2	
EXPRESS TAX FAX RECEIPT	2	
EXPRESS TAX (EFTPS) ONLINE PMT	3	
GENERAL ACH SERVICES		
ACH REPORTS-ELECTRONIC	54	
ACH REPORTS-FAX	1	
ACH RETURN ITEM	18	
ACH MONTHLY MAINTENANCE	3	
ACH INPUT-FILE	20	
ACH BLOCKS AUTH INSTRUCTIONS	24	
ACH BLOCKS AUTH MAINTENANCE	4	
ACH NOTIF OF CHANGE (NOC)	6	
ACH ON US CREDITS	1197	
ACH OFF US CREDITS	5315	
ACH ON US DEBITS	1553	
ACH OFF US DEBITS	4658	
ACH CREDIT RECEIVED ITEM	1332	
ACH DEBIT RECEIVED ITEM	108	
ACH POSITIVE PAY ACCT MAINT	1	
ACH DELETE-REVERSAL	0	
ACH ON US CREDITS-SAME DAY	5	
ACH OFF US CREDITS-SAME DAY	22	
ACH DELETE-REVERSAL BATCH FILE	0	
ACH ON US DEBITS-SAME DAY	0	
ACH UNAUTHORIZED ENTRY	0	
REAL TIME PAYMENT RECEIVED	0	
REAL TIME PAYMENT SENT-OFF US	0	
CONTROLLED DISBURSEMENTS		
CONTROLLED DISB MAINTENANCE	1	
CONTROLLED DISB CKS PAID-TRUN	1827	
CONT DISB-FUNDING CREDITS	21	
WIRE TRANSFER		
WIRE MONTHLY SUBSCRIPTION	1	
ELEC WIRE OUT-DOMESTIC	54	
ELEC WIRE OUT-USD INTL	3	
ELEC WIRE OUT-BOOK DB	17	
INCOMING DOMESTIC WIRE	5	
CASHPRO GP CUST MNT TEMPLT STRG	172	
BOOK CREDIT	13	
ACCOUNT RECONCILIATION		
ARP FULL PPAY MAINTENANCE	1	
ARP FULL PPAY INPUT PER ITEM	1910	
ARP RECON OUTPUT FILE	1	

ARP VOID CANCEL ITEMS	67	
POSITIVE PAY EXCEPTIONS	2	
ARP POSITIVE PAY RETURN-OTHER	3	
PAYEE POSITIVE PAY ISSUE MATCH	1910	
PAYEE POSITIVE PAY MAINTENANCE	1	
INFORMATION SERVICES		
CASHPRO ARP REPORTS	1	
CASHPRO ONLINE SUBSCRIPTION	1	
CASHPRO REPORTING SUBSCRIPTION	1	
CASHPRO ONLINE PDR ACCOUNT	6	
CASHPRO ONLINE PDR ITEM	4852	
CASHPRO ONLINE CDR ACCOUNT	6	
CASHPRO ONLINE CDR ITEM	3178	
CASHPRO IMAGE SUBSCRIPTION	0	
CASHPRO ONLINE IMAGE RETRIEVAL	8	
EDI SERVICES		
PAYMODE CON MTHLY LICENSE	1	
PAYMODE CON TRANSACTION	21939	
PAYMODE CON RETURN	34	
GLOBAL ADVICE AR ELEC PER PMT	1117	
GLOBAL ADVICE AR ELEC MAINT	1	
REMOTE DEPOSIT SERVICES		
REMOTE DEPOSIT ACCOUNT MAINT	2	
REMOTE DEPOSIT CHK IMAGE PROC	3694	
RDS-HIGH VOLUME SCANNER	0	
REMOTE DEPOSIT ITEM STORAGE	173085	
IMAGE		
IMAGEDROP FILE MAINTENANCE	1	
IMAGEDROP PER ITEM	1827	
IMAGEDROP PER FILE	1	
IMAGE ARCHIVE	1363	
CASHPRO IMAGE SUBSCRIPTION	4	
CASHPRO ONLINE IMAGE RETRIEVAL	36	
MISCELLANEOUS		
PHOTOCOPY-MANUAL	1	

FINANCIAL REFERENCE FORM

REQUEST FOR PROPOSAL 24-001

CUSTOMER NAME #1	
CONTACT PERSON	TITLE
ADDRESS	CITY,STATE,ZIP CODE
PHONE NUMBER	SERVICE PERIOD
SERVICE DETAILS	

CUSTOMER NAME #2	
CONTACT PERSON	TITLE
ADDRESS	CITY,STATE,ZIP CODE
PHONE NUMBER	SERVICE PERIOD
SERVICE DETAILS	

CUSTOMER NAME #3	
CONTACT PERSON	TITLE
ADDRESS	CITY,STATE,ZIP CODE
PHONE NUMBER	SERVICE PERIOD
SERVICE DETAILS	

QUALIFICATIONS, CREDENTIALS, EXPERIENCE REFERENCE FORM

REQUEST FOR PROPOSAL 24-001

CUSTOMER NAME #1	
CONTACT PERSON	TITLE
ADDRESS	CITY,STATE,ZIP CODE
PHONE NUMBER	SERVICE PERIOD
SERVICE DETAILS	

CUSTOMER NAME #2	
CONTACT PERSON	TITLE
ADDRESS	CITY,STATE,ZIP CODE
PHONE NUMBER	SERVICE PERIOD
SERVICE DETAILS	

CUSTOMER NAME #3	
CONTACT PERSON	TITLE
ADDRESS	CITY,STATE,ZIP CODE
PHONE NUMBER	SERVICE PERIOD
SERVICE DETAILS	

PUBLIC ENTITY CRIMES CERTIFICATION

REQUEST FOR PROPOSAL 24-001

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

This sworn statement is submitted to Angelina Colonnese, Clerk of the Circuit Court and County Comptroller by

_____ for _____
(Print individual's name and title) (print name of entity submitting sworn statement)

Whose business address is

and phone number is _____ (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 _____.

I understand that no person or entity shall be awarded or receive a Clerk and Comptroller contract for procurement of goods or services (including professional services) unless such person or entity has submitted a written certification that it has not:

- (1) Been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; OR
- (2) Been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) Been convicted of a violation of an environmental law that, in the sole opinion of the Clerk and Comptroller, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; OR
- (4) Made an admission of guilt of such conduct described in items (1),(2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; OR
- (5) Where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because of conviction or judgement has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to the Clerk and Comptroller. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the Clerk and Comptroller.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CLERK AND COMPTROLLER OF MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, TERMINATION, OR BOTH, IF THE CLERK AND COMPTROLLER DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 21____ by

_____.

Personally known _____ OR Produced Identification _____
(type of identification)

(Notary Public Signature)

My Commission Expires _____

SEAL

Signatory Requirement – In the case of a business entity other than a partnership or a corporation, this certification shall be executed by an authorized agent of the entity. In the case of a partnership, this certification shall be executed by the general partner(s). In the case of a corporation, this certification shall be executed by the corporate president.

LOCAL BUSINESS AFFIDAVIT

REQUEST FOR PROPOSAL 24-001

Items (1-4) must be completed and initialed to be considered for Local Business Preference.

1. Authorized Representative

I, [name] _____ am the duly authorized representative of:

[name of business] _____ and attest that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and shall be deemed to understand and agree to the local business preference policies of the Clerk of the Circuit Court and County Comptroller; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered a Local Business.

2. Place of Business

I certify that the above named business is legally authorized to engage in the sale of goods and/or services and has a permanent physical place of business in Sarasota, Manatee or Charlotte County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is:

_____ [Initial] _____

If the business has been located at the address above for less than 1 year, please provide the previous physical address: _____ [Initial] _____

3. Local Business Tax

I certify the business has paid a local business tax in the County which the business is located. [Initial] _____

4. Fees and Taxes

I certify this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. [Initial] _____

Signature of Affiant: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 21____, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

DRUG-FREE WORKPLACE CERTIFICATION

REQUEST FOR PROPOSAL 21-001

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitation that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish 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 violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

The undersigned hereby certifies that the business named below has implemented and maintains a drug-free workplace program in compliance with the requirements of Section 287.087, Florida Statutes. I also understand that this certification is valid for one year from date of submission.

Business Name: _____

Date: _____

Authorized Signature: _____

PROPOSAL SIGNATURE FORM

REQUEST FOR PROPOSAL 24-001

The undersigned acknowledges receipt of the following addendum:

Addendum # _____ Date Received: _____ Initials: _____

Addendum # _____ Date Received: _____ Initials: _____

Addendum # _____ Date Received: _____ Initials: _____

The undersigned represents that:

- (1) By signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) All facts and responses set forth in the proposal are true and correct;
- (3) The proposer which includes all companies included in a partnership or joint venture is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type proposer's information below:

Name of Proposer

Telephone Number

Street Address

Email Address

Web Address

Signature