

REQUEST FOR PROPOSAL
BAY COUNTY BANKING SERVICES

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**REQUEST FOR PROPOSAL
BAY COUNTY BANKING SERVICES**

I. Introduction

A. Objectives

The objective of this Request for Proposal (RFP) is to identify the financial institution that can offer the most comprehensive, highest quality banking and treasury management services at the lowest cost to the taxpayers. This objective is similar to that for all other goods and services placed on a competitive bidding approach by Bay County.

This RFP is being issued by Bill Kinsaul, Clerk of Court & Comptroller, (herein after referred to as “the Clerk”), in his capacity as Chief Financial Officer of the County. It is the intent of the Clerk that the banking and treasury management services requested in this RFP be provided for the Board of County Commissioners and the Clerk of Court & Comptroller.

The Clerk, as custodian of all County funds per Article 5, Section 16 and Article 8, Section 1, of the Constitution of the State of Florida, shall be responsible for administering the subsequent Banking Services Agreements. Henceforth, in this request for proposal, all references to the “County” shall be considered to include the Board of County Commissioners (BOCC) and the Clerk of Court & Comptroller (Clerk).

In summary, this RFP is intended to identify the financial institution best qualified to meet the treasury management goals of the County as identified below:

- Protection of public funds
- Ability to provide required services
- Lowest cost to the County taxpayers
- Maximum accountability and minimum risk
- Maximizing return on investment

B. Instructions

1. **Sealed proposals:** Responses to this request shall be submitted in a sealed envelope, clearly identified as:

BANKING SERVICES PROPOSAL

and mailed or delivered to:

Bill Kinsaul, Clerk of Court & Comptroller
240 E. 4th Street
Panama City, Florida 32401
Attn: Joey Rogers, Finance Officer

After the deadline, proposals once opened, become a public record of the Clerk's office and will not be returned to the proposers. The Clerk's office reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

The Clerk of Court and Comptroller will not be responsible for any proposal lost through the mail. Proposers are encouraged to mail their proposals "Certified" or "Registered".

- 2. Response:** Each proposer shall submit only one proposal. This proposal must be on the standard forms provided. Supporting material may be submitted; however, the decision in selecting the most responsive proposer will be based on the standard forms provided.

Each proposer must submit five (5) copies of their proposal. However, only one set of financial statements needs to be submitted.

- 3. Questions and Additional Information:** Request for clarification or additional information should be addressed in written or email form to:

Joey Rogers, Finance Officer
P.O. Box 2269
Panama City, Florida 32402
jrogers@baycoclerk.com

Responses to request for clarification or additional information will be provided in written or electronic form to all proposers who have submitted a "Letter of Intent" to respond.

- 4. Schedule:** The following schedule will be strictly adhered to:

July 20, 2010 - Distribution of Request for Proposal

July 30, 2010 – Letter of Intent to submit proposal

August 5, 2010 - RFP Preproposal Conference at Board Finance,
240 E. 4th Street, Panama City, Florida, at 2:00 p.m. (CT)

August 19, 2010 - Proposals must be in the possession of the Clerk of Court & Comptroller located at 240 E. 4th Street, Panama City, Florida, by 4:00 p.m. (CT), this date. No exceptions will be made. Faxes will not be accepted.

August 25, 2010 - Notification to all proposers on selected financial institution.

November 1, 2010 - Implementation completed for this Banking Service Agreement. All systems fully operational.

5. **Delays:** The Clerk reserves the sole and exclusive right to delay scheduled due dates if it is to the advantage of the County. Any change made to the scheduled due dates will be brought to the attention of those who have demonstrated an interest in responding to this RFP by completing the Letter of Intent (**Exhibit F**).

6. **Selection Criteria:** The following criteria will be used to evaluate proposal responses and to select the successful proposer.
 - 1) **Service Capability:** including, but not limited to, the ability to provide the services requested or reasonable alternatives. Capability to handle wire transfers, as well as ACH transactions and positive pay services efficiently. Capacity to provide web based banking services. Interest rate and lowest minimum balances on overnight repurchase agreement will be evaluated, along with the availability schedule for deposit items. Applicable percentage: 30%

 - 2) **Quality:** including, but not limited to, the proposing bank's financial strength and legal qualifications, tenure and qualifications of relationship and treasury management personnel, and completeness of proposal. Applicable percentage: 30%

 - 3) **Cost:** including, but not limited to, aggregate banking services costs, per identified activity (less any incentives offered), earnings credit rate, overnight sweep and other investment rates, and cost of additional services requested by the County. Included in cost considerations will be the cost of conversion (including staff time). Applicable percentage: 40%

Prior to final selection of a proposer, the Clerk may request a conference with one or more of the proposers to formulate plans in greater detail, to clarify any unclear items, and to otherwise complete negotiations prior to the formal award. The Clerk reserves the right to select the proposer which, in his sole and exclusive

discretion, is determined to be in the best interest of the County.

7. Terms and Conditions:

- a. The Clerk reserves the right to reject any or all proposals, to waive any irregularities or informalities in any proposal or proposal process and to accept or reject any individual item or combination of items. The award of the proposal will be to the financial institution whose proposal complies with all the requirements set forth in this RFP, and whose proposal, in the opinion of the Clerk, is the best, taking into consideration all aspects of the proposer's response. Exceptions to any proposal specifications must be placed on **Exhibit D, Exceptions**. Failure to include an exception on Exhibit D will render the exception invalid.
- b. In the event the proposer to whom the services are awarded does not execute an agreement within fifteen (15) days after the award of the proposal, the Clerk may give notice to such proposer of his intent to award the proposal to the next most qualified proposer or to call for new proposals. The Clerk assumes no cost by the proposers in preparation of this proposal.
- c. The proposal form (**Exhibit A**) indicates an estimate of the number of transactions for one month for the Board and Clerk. These numbers are the Clerk's best estimate of average volumes, and the Clerk in no way guarantees these as minimum or maximum volumes.
- d. Proposers shall thoroughly examine and be familiar with these specifications. The failure or omission of any proposer to receive or examine this document shall in no way relieve any proposer of obligations with respect to this proposal or the subsequent agreement.
- e. Recapitulations of the services proposed, or any other modification of the stated service requirements, may result in the rejection of the proposal.
- f. Qualified financial institutions submitting proposals must meet the following **minimum criteria**:
 - i. Be a certified "Qualified Public Depository" under the Florida Security for Public Deposits Act (Chapter 280 of the Florida Statutes); and
 - ii. Submit audited financial statements for the past two fiscal years, and if selected, shall provide an annual audited financial statement

to the Clerk for the term of the Banking Services Agreement; and

- iii. Submit its most recent Industry Standard Independent Ranking Report, such as the “Sheshunoff Bank Rating Report;” or evidence of its rank with the Federal Reserve Board, along with the amount of its consolidated assets; and
- iv. Submit a notarized sworn statement under Section 287.133 Florida Statutes on Public Entity Crimes (**Exhibit E**).
- v. Provide a complete listing of contact personnel and phone numbers in the areas of:
 - Customer Service
 - Treasury Management
 - Bank Reconciliation
 - Wire Transfer
 - Bank Conversion Services Planning
 - Automated Clearing House Transmissions
 - Positive Pay Services
 - Technological Opportunities
- g. Proposals will be on file in the Clerk of Court and Comptroller’s office after August 19, 2010, as outlined in Florida Statutes, Chapter 119 regarding Public Records.
- h. Consideration will be given to the costs associated with changing financial institutions from the one currently being used, as well as, any incentives offered for making a transition to a new financial institution.
- i. Failure to comply with any of the terms and conditions of this RFP and/or the subsequent Banking Services Agreements may be cause for termination of said Agreements.
- j. In the event of a management or financial takeover of the successful proposer by a federal or state agency, or by another financial institution, the Clerk reserves the right to terminate these agreements without providing any advance notice to the proposer.
- k. The contracts may be terminated by the financial institution upon providing written notice to the Clerk no less than 120 days prior to the effective date of such termination. The Clerk may terminate the agreements with the financial institution upon 30 days written notice prior to the effective date of the termination. Under no circumstances will any damages be paid by the Clerk as a result of the termination of this contract.

II. Scope of Banking Services

A. General

The banking services detailed in this section will be performed for the County on a contractual basis for **three years**, with the Clerk maintaining an option to renew for **two additional one year periods**. Services during the two, one year option periods, if exercised, shall be at the same costs, terms and conditions as provided for in the initial three year period. It is the intent of the Clerk that a single depository provide all the banking services specified in this proposal. The awarded financial institution's proposal shall become an integral part of the Banking Services Agreements.

B. Accounts Included

The following depository accounts are included in this RFP:

Board of County Commissioners

Master Concentration Account

Payroll Account

Disbursement Account

Bay County Clerk of Court & Comptroller

Clerk Disbursement Account

Clerk Disbursement Account – Court

Payroll Account

Court Registry Account

C. Account Structure

The County desires to maximize its cash availability through the use of master concentration and zero-balance accounts. This account structure will be comprised of Master Concentration Accounts and Zero-balance Accounts.

The County also desires a controlled disbursement account arrangement in which notification is received daily regarding the total dollar amount of checks to be presented for same day clearing on each of its accounts.

On an operational basis, all disbursements will flow through the zero-balance accounts. All available balances will be maintained in the master concentration accounts. The zero-balance accounts will be reimbursed at the close of the

business day or at the opening of the business day following the day the checks are presented for payment, depending on the financial institution's policy. These zero-balance accounts will always have a zero ledger balance at the beginning of each business day.

The Clerk reserves the right to open additional zero-balance accounts during the contract period at the price proposed in this proposal, provided the awarded financial institution is furnished notification at least thirty (30) calendar days before implementation date.

Board of County Commissioners and Clerk of Court & Comptroller

1. Master Concentration Accounts

The purpose of these accounts is to concentrate cash balances on a daily basis. These accounts will contain the only cash balances within the entire account structure. Incoming and outgoing wire transfers, as well as ACH debits and credits, will be made to and from these accounts for the purpose of funding daily activity and investment purchases and sales.

Appropriate balances will be automatically transferred by the bank from the Master Concentration Accounts to the Payroll Account and the Disbursement Accounts at the end of each business day to cover the amount of checks presented for the day.

On a daily basis, the Clerk and/or Finance Officer will have access via a web based system, to the collected balance available for investment in the Master Concentration Accounts (see Section II., E., Daily Balance Report Notification).

Any balances remaining in the Master Concentration Accounts at 5:00 p.m. (CT), in excess of the funds needed to cover transfers to the Zero-Balance Accounts, shall accrue interest or be invested.

2. Payroll Account (zero-balance)

This account will be used solely to process payroll disbursements to employees, taxing authorities, insurance companies and other appropriate organizations. There will not be any deposits into this account, except for the depository transfers from the Master Concentration Account.

3. Disbursement Account (zero-balance)

These accounts will be used solely to process disbursements for accounts payable. There will not be any deposits into these accounts, except for the depository

transfers from the Master Concentration Account.

4. Other

Other accounts may be established over the contract term by the Clerk. These accounts will function essentially the same as the zero-balance accounts indicated above.

Transfers between the accounts will be charged to the Clerk **only** as transfers and not also as items deposited and checks paid. All transfers will take place automatically without initiation by the Clerk.

D. Availability of Funds

The principal deposits of the Board of County Commissioners and the Clerk shall be picked up daily at the Clerk's Finance Office by armored car service and delivered to a designated location mutually agreed upon by the Clerk and the awarded financial institution to receive same day credit. Additional deposits may be made by Board Finance employees at branch offices located in their vicinity during "normal business hours". A copy of the proposing financial institution's "normal business hours" shall be submitted with this proposal.

Financial institutions submitting proposals agree to credit the Master Concentration Accounts for selected items according to the following schedule:

- a. Incoming wire transfers shall receive same day credit regardless of time of receipt during the day. See Section II., J., Wire Transfers.
- b. Cash deposits and ACH transactions shall receive same day availability.
- c. "On-us" checks shall also receive same day availability.

Checks shall be credited to the Master Concentration Accounts based on the awarded depository's "availability schedule". Financial institutions submitting proposals must attach a copy of their "availability schedule," as well as their "availability policy," if different from the schedule, to the proposal. The awarded financial institution agrees to notify the Clerk in writing of any changes in this schedule. The Clerk reserves the right to periodically audit the awarded financial institution's compliance with the existing "availability schedule".

Additionally, the Clerk shall receive the following specific availability/deposit procedures:

- 1. Same day credit for U.S. Treasury checks.

2. No “holds” on funds will be permitted.

E. Daily Balance Report Notification

Only financial institutions capable of providing full service web based or electronic banking shall be considered. Web based or electronic banking services shall include, but not be limited to, detail and summary balance reporting of balances at the end of the previous banking day, same day check presentments, stop payments, checks paid, wire transfers, positive pay, and ACH transactions. At a minimum, the following information should be accessible no later than 9:30 a.m. (CT):

1. Ledger
2. Collected balance
3. Float for 1, 2 and 3 days
4. Summary of debit and credit postings

The available balance shall include the proceeds returned to the financial institution from any overnight bank-initiated repurchase agreement, if that option is utilized for the excess funds remaining in the Master Concentration Accounts at the end of the day.

F. Overnight Investment of Available Funds

Investment

The awarded financial institution must agree to automatically invest any available balances remaining in the Master Concentration Accounts at 5:00 p.m. (CT), in excess of the funds needed to cover transfers to the Zero-Balance Accounts daily.

Proposing financial institutions shall outline their overnight investment options and include a schedule representing a one year history of rates paid. All overnight investment options must comply with the Clerk’s investment policy and any “deposit” accounts must be covered by Florida Statutes, Chapter 280. All options should outline the method used to calculate the invested balance and the interest rate to be applied. The rate, or index, specified for the account must be available on a daily basis for independent assessment by the Clerk’s office. **The Clerk is interested in maximizing investment return without increased risk or loss of flexibility.**

The daily investment option is requested principally as a back-up to the County’s investment program, and as such, is not expected to exceed \$5 million. The average daily balance is expected to be approximately \$50,000.

Safekeeping Receipts

If an overnight sweep account is utilized for excess funds, the financial institution will simultaneously issue safekeeping receipts for the specific securities sold to the County under the terms of the repurchase agreement, evidencing clear ownership of the securities by the County. Additionally, the bank must fully describe the underlying securities, as well as provide Safekeeping Receipt Numbers. Such evidence of ownership is subject to the examination and approval of the Clerk, and lack of satisfactory evidence of ownership and sufficiency of market value shall constitute breach of this contract.

At the beginning of the next business day, all balances in the sweep account will be automatically transferred to the Concentration Accounts, along with the interest earned on the overnight (weekend) transactions.

Reporting

If the investment option selected requires a separate account, monthly statements should be forwarded with the County's regular bank statements outlining the details (investment amount and interest earnings) of the daily activity.

G. Safekeeping

The financial institution's trust department may be requested to hold County securities, and act in the capacity of a custodian for the County's investment transactions and safekeeping of securities. A schedule outlining the fees and costs associated with such an arrangement should be included with this proposal.

H. Account Reconciliation

The awarded financial institution will provide reconciliation services for all accounts specified in this request for proposal. The following are the minimum requirements:

1. A complete recap of all transactions by date to include checks, deposits, wire transfers, debit and credit memos, ACH transfers, and any other account activity.
2. A separate report which reflects the rate of interest, balance and interest earnings on the overnight investment option selected.
3. An electronic file of the checks paid on each zero-balance account for the month, which includes check number, amount and date paid.

4. Return of all canceled checks imaged on CD Rom and/or other downloadable format. If imaging is not available, describe the method that will be utilized by your financial institution to forward information on canceled checks to the County.
5. Debit and credit memos shall be provided to the County the same day the bank posts the memo to the County's accounts. Deposit slips shall be validated and returned daily or confirmed electronically.

The Clerk desires to receive all reconciliation information via a web based banking system. Reconciliation services may also be a part of a proposing financial institution's positive pay service. Images should be available on CD-ROM and/or a downloadable format. Imaged items shall include, but not be limited to, paid checks (front and back), positive pay exception checks (front and back), deposit items, and debit and credit memos. Proposing financial institution shall provide its timetable for availability of imaged documents.

I. Statement and Advice Frequency

Monthly Bank Statements should be for the full calendar month and be available to the Clerk of Court and Comptroller within seven (7) days after the end of the month.

An **Account Analysis Report** should be delivered to the Clerk of Court and Comptroller within ten (10) days after the end of the month. The awarded financial institution shall provide a monthly account analysis statement for each of the County's accounts, with an overall summary statement. The analysis will report, at a minimum, services rendered, service volumes, unit costs, extended costs, and the calculation of the earnings credit. These statements will be the basis for the financial institution's compensation. The Clerk reserves the option to compensate the financial institution for services provided with compensating balances and/or fees.

J. Wire Transfers

Incoming

The Clerk intends to consider all wire transfers received by the financial institution prior to end of the business day, as "available for investment" by either the Clerk or the financial institution. In the event a wire transfer is not received by the financial institution, then the wire transfer will be traced from origin to destination to ascertain the party responsible for the delay. The party determined to be responsible shall be liable for any adjustments deemed appropriate.

It is the express intention of the County to perform daylight overdrafts to the extent that incoming wire transfers are expected during the business day, therefore, only financial institutions with the capability of handling daylight overdrafts without assessing penalties or interest shall be considered.

The Clerk intends to carefully monitor the time of receipt for all wire transfers. Continued delay in receipt of wire transfers, if determined to be the financial institution's responsibility, may constitute sufficient cause for termination of the Banking Services Agreements.

Outgoing

The awarded financial institution agrees to execute any wire transfer order within one (1) hour after notification by the Clerk via web based system, computer terminal or by telephone. Wire transfers ordered and not received by the destination party will be traced from origin to destination to ascertain the party responsible for delaying the transfer. Please specify the financial institution's cut off time and any flexibility in extending that time for wire transfers. If necessary, adjustments will be made for any lost interest, or charges resulting from a "fail" to consummate an investment transaction.

Other

The County is currently using a web based wire transfer system and desires to continue processing wire transfers through a web based system. Please provide details on your financial institution's capability of handling this service, as well as the security provisions available.

Proposers agree to provide copies of the wire transfer confirmation evidencing the amount, date and time, as well as the wire transfer number for all outgoing wires on a daily basis to the Clerk's Office, via courier or mail, if unavailable via web based system.

The Clerk desires to enter into a "Wire Transfer Agreement" with the awarded financial institution for all wire transfers incoming and outgoing. The financial institution is requested to provide a copy of its Wire Transfer Agreement with its proposal. Additionally, provisions within the Wire Transfer Agreement may be subject to further negotiation. Negotiations regarding provisions contained within the Wire Transfer Agreement will be conducted before a winning financial institution is chosen.

K. Other Banking Services

1. All checks returned due to insufficient funds will be automatically redeposited. If a check is returned a second time, the appropriate account shall be debited for the amount of the check. The debit memo and the returned check are to be forwarded to the Clerk via courier or mail by the next business day.
2. Armored Car Service is required for daily pick-up and delivery of the County and Clerk's main deposits. Pick-up and delivery should be arranged to provide for same day deposit credit to the Master Concentration Accounts. All costs related to the armored car service are to be included in the financial institution's proposal.
3. Each proposing financial institution shall demonstrate the method used to calculate its earnings credit and the benchmark upon which the earnings credit rate is based. Financial institution should also include a history of their earnings credit rate for the past year.
4. The County intends to pay for all services specified within this RFP by a combination of earnings credit and a debit to the Master Concentration Accounts (if needed). Other services customarily provided at no cost shall not be included. All supplies must be priced and included in the proposal submitted, such as:

Deposit Slips (in duplicate) 1,000
5. Proposing financial institutions must be able to support and process the County's Direct Deposit of Payroll via web based system.
6. The Clerk shall not be charged for debit and credit memos required to adjust errors caused by the financial institution.
7. The awarded financial institution will provide MICR check specifications to the Clerk.
8. The Clerk desires to issue stop payments through a web based system if available.
9. In order to provide additional fraud protection over County checks, proposing financial institutions must be able to provide positive pay services. Positive pay services shall be provided for the Payroll and Disbursement accounts. The financial institution shall report

discrepancies electronically and the County shall provide an affirmative or negative response for each “exception check.”

10. A proposing financial institution may be requested to provide automated MasterCard and Visa merchant services to various departments throughout the County at one discount rate. Individual merchant service invoices shall be rendered to the County monthly for all merchant charges including discounts and merchant fees. For efficiency, the Clerk desires settlement statements, merchant chargebacks, and merchant charges be available on a web based system.
11. **Exhibit B**, “Additional Information Requested,” includes, among other items, a list of additional services in which the Clerk may be interested in implementing. Any other banking services, in addition to the list included in **Exhibit B**, which the financial institution proposes to provide, shall be set forth in the financial institution’s proposal as **Exhibit C**, along with their respective costs.
12. Please provide a list of any incentives your financial institution would be willing to offer in order to retain or transition the banking services of Bay County.

In the event additional services not included in this RFP are requested by the Clerk, those charges will be paid by direct invoice. Unless agreed to by the Clerk, in writing, this RFP will contain **all** the costs associated with providing banking services, as requested, to the County and Clerk.

Additional costs not previously approved or authorized by the Clerk will not be paid.

III. **Proposals**

A. **Explanation of Proposal Form**

Use of the Proposal Form or a copy thereof is **required** of all proposers. No proposal will be considered without proposal amounts being placed on this form. If the financial institution is unable to meet or exceed the requirements specified, the phrase “No Proposal” should be entered in the extension column. If the financial institution does not have a separate charge for the service specified, then “No Charge” should be entered in the extension column.

The proposal will be on a variable cost basis. Under the variable cost method, actual monthly services will be counted and the volume of transactions will be computed to determine the total charges for the listed services.

The Clerk reserves the right to eliminate any individual service contained in the proposal if the fees for providing the service are excessive or if the service proposed can be performed in an alternative manner.

B. Completion of Proposal Form

Each financial institution should review the Proposal Form and price each service specified. Per item charges should be extended to the “Monthly Charges” column. The total of this column will be entered on the line “Total Proposed Charges”.

Additional services not specified in this RFP which the financial institution intends to offer should be priced separately, and a full description of the service(s) attached to **Exhibit C**.

Finally, each financial institution must list any substitution or deletion of services in this RFP, plus any additional charges not listed on the Proposal Form. Charges not specified will not be paid by the Clerk.

IV. Summary

Financial institutions intending to submit a proposal should complete the “Letter of Intent” and return it to the Clerk as soon as possible following receipt of the RFP, in order that any changes, clarifications, etc., made subsequent to the distribution of this RFP may be communicated to the contact person indicated on said form.

All financial institutions shall complete the “Proposal for Banking Services” and “Additional Information Requested” forms, attach the requested forms, reports, and exhibits and return them to the Clerk of Court and Comptroller in accordance with Section I., B. The “Additional Information Requested” section (**Exhibit B**) is quite extensive, in that the Clerk desires to expand and enhance cash management services as effectively as possible. Any sections dealing with services that you are unable to provide should be noted as “Not Available.” The Clerk will apply a cost/benefit analysis to determine which services will be utilized by the County.

The Clerk of Court and Comptroller and his representatives will review, analyze and rank responses based upon the criteria set out under Section I., B., 6. prior to the Clerk’s final selection.

The Clerk intends to enter into formal Banking Services Agreements which will incorporate all of the provisions of this Request for Proposal. Additional terms and conditions will not be included in the agreements unless mutually agreed upon by both parties.

BAY COUNTY BANKING SERVICES
REQUEST FOR PROPOSAL

PROPOSAL SUBMITTED BY:

FINANCIAL INSTITUTION

ADDRESS

TELEPHONE

This proposal contains all the information requested in the Request for Proposal, including the following exhibits:

Exhibit A: Proposal Form

Exhibit B: Additional Information Requested

Exhibit C: Other Services Proposed

Exhibit D: Exceptions to this Proposal

Exhibit E: Notarized sworn statement as to Public Entity Crimes

Exhibit F: Letter of Intent

Financial Institution's Audited Financial Statements for the previous two years.

Financial Institution's Availability Schedule (s)

Financial Institution's Wire Transfer Agreement

Financial Institution's Master Repurchase Agreement (if applicable)

Signature

Typed Name

Title

Date

Please submit five (5) copies of your proposal.

BAY COUNTY SERVICES
PROPOSAL FORM

<u>SERVICES PROVIDED</u>	<u>BOCC ESTIMATED MONTHLY VOLUME</u>	<u>CLERK OF COURT ESTIMATED MONTHLY VOLUME</u>	<u>PER ITEM CHARGE</u>	<u>MONTHLY CHARGES</u>
<u>DEMAND DEPOSIT SERVICES</u>				
Account Maintenance	3		\$	\$
Insufficient Fund Items	1			
Deposited Credits	1			
Electronic Credits Posted	166			
Items Deposited	20			
Electronic Debits Posted	41			
<u>ZERO BALANCE SERVICES</u>				
ZBA Master Account	1	2		
ZBA Sub Accounts	2	2		
<u>ONLINE CHECK DEPOSIT SERVICES</u>				
Online Deposits Credited	72	57		
Online Check Deposits	1	0		
Online Deposited Items-Early	3,924	4605.5		
Online Deposited Items-Late	247	1		
<u>RETURNED CHECK SERVICES</u>				
Returned Items	23	4		
<u>CASH VAULT SERVICES</u>				
Cash Vault Monthly Maint	1	1		
Cash Vault Deposits	61	108		
Vault Deposit Error	1	0		
Vault Currency Dep Loose Bill	3,790	12874		
Vault Automatic Change Order	0	2		
Vault Currency Order-Full Strap	0	2		
Deposit Receipt Email	13	22		
<u>CONTROLLED PAYMENT SERVICES</u>				

Controlled Payment-Monthly Maint	2	2
Control Payment-Checks Paid	935	385
Controlled Payment-Mismatches	0	1
Control Payment Issues-Bank Created	0	1
CPR Auto D/T to Bank/Tran	12	20
CPR Auto D/T to Bank/RCRD	1,002	482
CPR Returned Item	1	1

ARP SERVICES

Partial Recon-Base Fee	2	3
ARP Auto D/T to Client/Tran	1	1
ARP Auto D/T to Client/RCRD	967	429

Image Delivery Services

CD-Rom Premium CD	2	3
CD-Rom Images Per Item	935	390
CD-Rom Deposit Tickets	0	1

ACH SERVICES

ACH Returned Item	1	0
Ach Noc Item	1	0
OTM ACH Batch Processing Fee	10	19
OTM PPD Debits	41	0
OTM PPD Credits	1,017	223
OTM ACH Addenda Originated	14	1
OTM ACH Corp Pymts Deposit Orig	0	70
OTM ACH Corp Pymts Credits Orig	14	2

ACH FRAUD CONTROL

ACH Fraud Cntrl Monthly Maint	1	1
AFC Filter Set Up/CHG by Bank	0	2
ACH Fraud Control Acct Setup	0	1

EDI SERVICES

EDI Transl Report OTM & Courier	1	0
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WIRE TRANSFER SERVICES

Wre Trsf Monthly Maint/ACCT	1	2
Wire Transfer Out Repetitive (OTM PC Wire)	3	0
Wire Transfer Out Non Rep (OTM PC Wire)	2	0
Wire Transfer Incoming	2	3
Wire Transfer Internal Repetitive (OTM PC Wire)	1	0

ONLINE TREASURY MANAGER

Info RPTG Maintenance Fee	1	0
PD Service/Per Month	1	0
PD Acct Maint/ Per Acct	12	0
PD Detail/ Per Item	1,739	0
SD Services/Per Month	1	0
SD Acct Maint/ Per Acct	12	0
SD Detail/Per Item	1,595	0
Special Rpt Services/ Per Month	1	0
ACH-EDI Report/Per Day	21	0
CAR Report/Per Day	19	0
CPR Report(s)/Per Day	21	0
Stop Service/Per Month	1	0
ACH Service/Per Month	1	0
Acct Transfer/Per Transfer	78	0
Wire Service/Per Month	1	0
Image Item Retrieval/Per Image	22	0

GENERAL ACCOUNT SERVICES

Courier Service	1	1
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Total Proposed Charges

\$

**Please note any one time set up charges applicable to services listed above

BAY COUNTY BANKING SERVICES
REQUEST FOR PROPOSAL

ADDITIONAL INFORMATION REQUESTED

Service and Implementation

1. Will there be a special person assigned to our account for inquiries and/or problem resolution, or is there a special group assigned such tasks?
2. How often will cash management and/or account officer call on us?
3. Is there a technical support hot-line? Is it available toll-free? Indicate hours of the day when it is available.
4. Describe your backup procedures for times when your banking system is unavailable to us.
5. Provide a proposed, detailed implementation schedule for our project for up to 60 days, including the names or titles of the parties responsible for each major task.
6. Outline your plans for education and training of the Clerk's employees in the use of your system.
7. Are there other services that you are currently offering (beyond the scope of this RFP) to other government entities that you believe we should consider?
8. Is your institution a State of Florida "Qualified Public Depository" pursuant to Chapter 280, Florida Statutes?

Compensation

1. If compensating balances are used and there is an excess in a particular month, how long can excess balances be rolled over to be used for future compensation? Does this also apply to fee-balance combinations?
2. How is your financial institution's monthly earnings credit rate calculated? Provide historical rates for the past year.

Controlled Disbursements

1. For each controlled disbursement location, provide the following check presentment

information:

- The time(s) you receive electronic prenotification from the Federal Reserve of items to be included in each daily presentment.
 - The latest time clearing information is available to us and the average time it is made available.
2. Explain your policy for accepting over-the-counter presentments, including the latest time they will be accepted.
 3. How will you provide notification to us?
 - Web Based Balance Reporting System
 - Telephone
 - Other: _____
 4. Will EFT charges against our account be included in the notification or segregated as separate items?
 5. Which options do you provide for daily funding of controlled disbursement accounts?
 - Automatic funding from a concentration account within your banking organization
 - Fedwire funding
 - ACH funding
 - Other: _____

Concentration Services

1. Provide your financial institution's processing cut-off times for each of following:
 - Wire transfer
 - ACH concentration (reporting)
 - ACH concentration (debit preparation)
 - Sweep account transfer
2. Are there different controls for repetitive, non-repetitive, and freeform wire transfers? If so, describe them.
3. Can an ACH concentration transaction be changed after it has been reported but before it has been cleared? If so, describe the procedures, including deadlines, liabilities (for changes), and other limitations.

Information Reporting

1. Describe any enhancements planned for your information reporting system over the next 18 months.

2. Do you provide a web based product for accessing bank balances and transaction details? If so, explain how this works, security features, and how we can initiate the use of this product. If not, discuss whether you have any plans to offer such a product in the next 12 – 24 months.
3. Describe your contingency plans for cases where your system is inaccessible. Also, indicate the number of occasions and amount of system down time over the past year.
4. How long is information maintained? Is the full history accessible? If not, describe the procedures for accessing the information.

Sweep Account Investment Arrangements

1. Describe the details of how your sweep product works, including:
 - Cut-off times
 - Minimum balances or minimum amount that can be invested
 - When the sweep investment will be made (i.e., same day, next day, etc.)
 - Costs for the service (fees and/or percent of amount invested)
 - Investment instruments available
2. Provide historic investment rates for the past 90 days for your sweep account customers.

General ACH Services

1. Can you provide an ACH warehousing capability? If so, indicate the maximum warehousing periods (by ACH transaction type) and how long changes can still be made before release from warehouse status.
2. Do we have the ability to change, add, or delete an item after transmitting our ACH file to you? If yes, describe the procedures, cutoff times, and a cost schedule.

Payroll Cards

1. Do you have an established payroll card program? If so, please describe how it works and give a brief outline of its benefits for both employees and employers.

Purchasing (Procurement) Cards

1. What purchasing card or cards do you offer?
2. Describe the process for issuing a card, including the usual time required to issue a card to an employee and how cards are distributed (i.e., directly to employee or to a company department).

3. Describe how liabilities for fraud or other problems are handled. Include instances where the company would be liable and those for which the service provider would be liable.
4. Which of the following transaction restrictions do you offer? Describe any limitations.
 - Dollar limit per cardholder
 - Dollar amount per transaction
 - Dollar amount per month
 - Dollar amount per other accounting period (County set)
 - Limited merchant group (by SIC code)
 - Specifically named vendors/suppliers
 - Type of transaction (e.g., block travel and entertainment, cash)
 - Other (specify)
5. Describe the types of reports that are available and provide samples, including:
 - Summary of spending activity: by month or reporting period and YTD, including individual cardholder statement or reports
 - Merchant reports: detailed purchases and summaries, geographic analyses; specific analyses by retail chains and/or specific merchants
 - Spending analyses: by employee, by department and company-wide, by spending categories (indicate whether these categories are fixed or whether we can specify)
 - Administrative reports: lists of new cards issued and cards terminated, special accounts (inactive ones, items in dispute, spending beyond averages, past due), cash advances, listing of cardholders by location, individual account summaries, and 1099 supplier reports
 - Ad hoc reporting capabilities
6. Describe the methods of delivering the reports that you support (paper, PC connection, Internet).
7. Explain how cardholder data can be updated.
8. Describe any fee waivers, including conditions that the County must satisfy to receive each type of waiver.
9. What are normal payment terms? Do you offer any options to these terms, depending on how or when payments are made?
10. Describe how cards can be removed from the program, including the procedures for terminating a card and how terminations will be reported.
11. What information do you supply and in what format, to interface purchasing card activity with our internal accounting systems?

12. Provide a cost estimate for the following services:

- One time startup charges
- Costs per card issued
- Costs per transaction
- Monthly fees
- Annual fees
- Transmission charges
- Rebates and volume discounts
- Additional reporting or reports (specify)
- Training charges
- Other fees (specify)

Disaster Recovery Plan

1. What is your financial institution's process of client notification when a disaster situation arises?
2. How quickly do you anticipate resuming normal operations following a disaster?
3. Describe your procedures, in the event of an impending emergency, for an entity to withdraw certain amounts of cash for emergency operational needs.
4. Describe your procedures for accepting emergency pay files at times outside the normal schedule.

OTHER SERVICES PROPOSED

Services

Estimated Cost

Exceptions

Our financial institution can comply with all aspects of the Clerk’s banking service requirements.

Yes _____ No _____ If No, detail below.

Exceptions TO THE REQUIREMENTS IN THIS REQUEST FOR PROPOSAL.

The items listed below constitute exceptions or deviations to the requirements listed in the RFP for banking services.

Page:
Paragraph or Item Number:
Exception/Deviation:
Describe:

Page:
Paragraph or Item Number:
Exception/Deviation:
Describe:

Page:
Paragraph or Item Number:
Exception/Deviation:
Describe:

Page:
Paragraph or Item Number:
Exception/Deviation:
Describe:

Page:
Paragraph or Item Number:
Exception/Deviation:
Describe:

Exhibit E

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 _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name and entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(if the entity has no FEIN, include the Social Security No. of the individual signing this sworn statement:

_____.)

2. I understand that a "Public entity crime" as defined in Paragraph 2870133(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, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are actively 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, not any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order.)

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

(Signature)

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

Personally known

OR Produced identification

My commission expires

(Printed typed or stamped
Commission name of Notary Public)

LETTER OF INTENT

The _____ intends to respond to the
(Financial Institution)

Request for Proposal for Banking Services by Bay County. We understand that any changes, clarifications and addenda to the RFP will be promptly communicated to the individual authorized below to receive this information. We plan to attend the preproposal conference scheduled for August 5, 2010, 2:00 p.m. (CT), to be held at the Board Finance Office, 240 East 4th Street, Panama City, Florida.

YES _____ **NO** _____

Name

Financial Institution

Address

Telephone Number